



## AMENDED AGENDA

Noted on Pages:  
7, 9, 12, 13, & 16  
June 16, 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, JUNE 21, 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 attendant. Please do NOT take 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 or during the Board's consideration of the item.

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

Public materials are available for public inspection at our website at: [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. Public Employee Performance Evaluation - Government Code Section 54957.  
Goal Progress Update
  - a. Superintendent
3. 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.
4. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
5. Public Employment/Appointment - (Government Code Section 54957).
  - a. Administrator
  - b. Assistant Superintendent
  - c. Executive Director
  - d. Executive Officer
  - e. Principal
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
  - a. Roxanna Banuelos v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. WC21-0702-5498
  - b. Rachel Dominguez v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. WC19-0329-2855
  - c. Jonathan Hinojosa v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. WC22-0707-7268
  - d. Jesse Parra v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. WC18-0123-356
  - e. Receipt of a Claim Pursuant to the Government Claims Act  
Claim GL22-1117-9132
  - f. Potential Case (1)

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

## **PLEDGE OF ALLEGIANCE**

Trustee Keshia Thomas will lead the flag salute.

## **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 acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

### **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 June 14, 2023, regular Board meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

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

Included in the Board binders are draft minutes for the May 24, 2023, and June 14, 2023, Board of Education regular meetings, and the May 30, 2023, Board Workshop. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3884.

#### **A-4, ADOPT Resolution 23-75, Authorizing Inter-Fund Loans for Cash Flow Purposes**

Included in the Board binders is Resolution 23-75 to authorize Fresno Unified School District to transfer funds as needed for cash-flow purposes and to repay those transactions as funds become available for the 2023/24 fiscal year. Education Code Section 42603 authorizes inter-fund transfer loans to cover such temporary cash flow transfers. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

#### **A-5, ADOPT Resolution 23-74, Approving the Self-Certifying Increased Micro-Purchase Threshold**

Included in the Board binders is Resolution 23-74, to approve the self-certifying increase of the micro-purchase threshold when utilizing federal funding. The current micro-purchase threshold which requires multiple quotes is \$10,000 or more.

## **A. CONSENT AGENDA – continued**

Pursuant to 2 C.F.R. Section 200.320, non-federal entities, including local public-school districts, may annually self-certify a micro-purchase threshold of up to \$50,000. The Superintendent recommends adoption. Fiscal impact: Adoption of the resolution has no direct fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-6, ADOPT Resolution 23-76, Authorizing Fresno Unified School District to Pre-Qualify Prospective Bidders for Construction Contracts**

Included in the Board binders is Resolution 23-76, Authorizing Fresno Unified School District to Pre-Qualify Prospective Bidders for Construction Contracts. Assembly Bill (AB) 2031 requires pre-qualification of prospective bidders for public works projects costing one million dollars (\$1,000,000) or more for which the district uses funds received under the state school facilities program including any future state school bond. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-7, ADOPT New Position and APPROVE Job Description of Senior Interpreter – Translator (Spanish, Hmong)**

Included in the Board binders are the job description of Senior Interpreter – Translator (Spanish) and Senior Interpreter – Translator (Hmong) and the Classified Hourly Salary Schedule with Senior Interpreter – Translator (Spanish) and Senior Interpreter – Translator (Hmong) placement on G-45. This position is responsible for providing English/Spanish and/or English/Hmong interpretation services for parents, students, and staff; translation of technical, educational, legal, and general materials between English/Spanish and/or English/Hmong; and providing related work as required. This position is designated Classified, Non-exempt, and placed G-45 of the Classified Hourly Salary Schedule. The Superintendent recommends adoption and approval. Fiscal impact: Contact person: David Chavez, telephone 457-3548.

### **A-8, APPROVE Revised 2022/23 Classified Hourly, Classified Food Services Hourly and Extra Pay/Extra Services Salary Schedules and 2023/24 Classified Food Services Hourly Salary Schedule**

Included in the Board binders for approval are the revised 2022/23 Classified Hourly, Classified Food Services Hourly and Extra Pay/Extra Services Salary Schedules and the 2023/24 Classified Food Services Hourly Salary Schedule. 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-9, APPROVE Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education**

## **A. CONSENT AGENDA – continued**

Included in the Board binders is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education. Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee will be on loan to CORE as of August 01, 2023, through June 30, 2024. Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar. The Superintendent recommends approval. Fiscal impact: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement. Contact person: David Chavez, telephone 457-3548.

### **A-10, APPROVE Aetna Medicare Advantage Plan for Retirees**

Included in the Board binders is an agreement with Aetna Medicare Advantage Plan for retirees and dependents. Fully insured PPO plan which replaces current Medicare part A and B coverage. An estimated annual cost of \$17 million is available in the Internal Service Health Fund. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual estimated cost of \$17 million cost per year are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-11, APPROVE Agreement with Aetna Open Choice Preferred Provider Organization Plan**

Included in the Board binders is an agreement with Aetna Open Choice Preferred Provider Organization plan for dependents of our retirees who are not Medicare eligible. The agreement is for a three-year period effective July 01, 2023, through June 30, 2026. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual estimated cost of \$5.88 million are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-12, APPROVE Amendment to Agreements with Claremont Partners**

Included in the Board binders is an amendment to the agreements with Claremont Partners for Joint Health Management Board health program integration and Prescription Benefit Management consulting services. The contract will not exceed \$600,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual estimated cost of \$600,000 are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-13, APPROVE Amendment to the Agreement with Delta Health Systems**

Included in the Board binders is an amendment to the agreement with Delta Health Systems to provide medical claims administration services on behalf of the district's self-insured medical plans through December 31, 2024.

## **A. CONSENT AGENDA – continued**

Funds will not exceed \$3.3 million. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual estimated cost of \$3.3 million are available in the Internal Service Health Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-14, APPROVE Renewal Agreement with Delta Health Systems/TeamCare**

Included in the Board binders is a renewal agreement for one year with Delta Health Systems/TeamCare for employee wellness program administrative services. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$173,940 are available in the district's Internal Health Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-15, APPROVE Agreement with Equifax Credit Monitoring**

Included in the Board binders is an agreement with Equifax Credit Monitoring to provide identity theft and credit monitoring services to all active employees and their dependents. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual estimated cost of \$117,000 are available in the Liability Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-16, APPROVE Legal Services Agreements for 2023/24**

Included in the Board binders is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2023/24 fiscal year. The list includes the firm name, location, and the 2022/23 and 2023/24 attorney hourly rate(s). The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the 2023/24 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-17, APPROVE Agreement between Fresno Unified School District and Facilitron for Utilization of Online Platform for the Management and Rental of District Facilities**

Included in the Board binders is the Facilitron Storefront Agreement for Online Facilities Rental to utilize their website for the management and use of district facilities, by both internal and external groups. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$28,000 for the estimated 10% commission fee are available in the Civic Center Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-18, APPROVE Annual Agreements for the 2023/24 School Year – Primary Report**

Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include the following categories:

## **A. CONSENT AGENDA – continued**

- Leadership Development
- Opportunities to promote arts, activities, and athletics
- Targeted Assistance
  - Student Achievement Outcomes
  - Social Emotional Supports
- Teacher Development
- Technology

Two agenda items are presented to approve the agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends approval, **subject to approval of B-55**. Fiscal impact: Sufficient funds have been budgeted in the 2023/24 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix. Contact person: Patrick Jensen, telephone 457-6226.

### **A-19, APPROVE Annual Agreements for the 2023/24 School Year – Supplemental Report**

Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include the categories as follows:

- Leadership Development
- Opportunities to promote arts, activities, and athletics
- Targeted Assistance:
  - Student Achievement Outcomes
  - Social Emotional Supports
- Teacher Development

Two agenda items are presented to ratify agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends approval, **subject to approval of B-55**. Fiscal impact: Sufficient funds have been budgeted in the 2023/24 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix. Contact person: Patrick Jensen, telephone 457-6226.

### **A-20, APPROVE Multiyear Agreement with Adobe, Inc. for Adobe Sign Enterprise**

Included in the Board binders is information on the multiyear agreement with Adobe Inc. for Adobe Sign Enterprise for Education. This multiyear agreement with Adobe, Inc. is for annual updates and support of the District's Electronic Signature

## **A. CONSENT AGENDA – continued**

Solution. This multiyear agreement provides discounted pricing and protections against price increases during the term of the agreement. This agreement represents a discounted annual payment over each of three years at \$90,890 per year through July 2026. The Superintendent recommends approval. Fiscal impact: Sufficient funds for the annual amount of \$90,890 are available in the Information Technology Budget. Contact person: Tami Lundberg, telephone 457-3560.

### **A-21, APPROVE Grant Award with Next Gen Personal Finance**

Included in the Board binders is a grant with Next Gen Personal Finance to support California students' access to, and engagement with, high-quality personal finance curriculum. Next Gen Personal Finance (NGPF) has partnered with the California Department of Education to offer the California Access to Financial Education (CAFÉ) grant program. The grant is being offered to the five largest California public school districts. The three-year grant enables districts to hire a personal finance specialist, receive personal finance curriculum resources and consulting support, and provide professional development to increase student access to financial literacy education. The grant provides \$130,000 per year for three years. Fresno Unified School District has been awarded the grant from NGPF and will use the funds to hire a Personal Finance Teacher on Special Assignment (TSA). The Superintendent recommends approval. Fiscal impact: The average cost of a TSA is \$150,000. The CAFÉ Grant will cover \$130,000 of this cost leaving a district cost of \$20,000 per year. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

### **A-22, APPROVE Letter of Intent and Lease Agreement with Civic Center Square, Inc.**

Included in the Board binders are the Letter of Intent (LOI) and lease agreement with Civic Center Square, Inc. Due to the growth of the new district-supported non-profit organization, The Foundation for Fresno Unified Schools, and the Office of Engagement and External Partnerships, additional space is needed for staff and programs in order to effectively steward significant donations and increase student impact through expanded scholarships and new programs. The office space is 3,333 square feet, furnished, adjacent to the Education Center, and is offered at \$1.75 per square foot - well below comps. Year one is \$5,833 per month, year two is \$6,003 per month, year three is \$6,188 per month. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$216,348 (over 3 years) are available in the Office of Engagement & External Partnerships Budget. Contact person: Wendy McCulley, telephone 457-3885.

### **A-23, APPROVE Excess Workers' Compensation and Employer's Liability Insurance for 2023/24**

Included in the Board binders is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend

## **A. CONSENT AGENDA – continued**

from July 01, 2023, through June 30, 2024. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district's Workers' Compensation Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **~~A-24, APPROVE Authorization for the Superintendent or the Deputy Superintendent to Award of Bid 23-65, Robinson Elementary School Portable Relocation~~**

~~Included in the Board binders is a request for the Board to authorize the Superintendent or Deputy Superintendent to award information on Bid 23-65, Robinson Elementary School Portable Relocation. Authorization to award this project immediately after bid opening will allow completion during summer break. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$880,000 are available in the Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.~~

### **A-24, APPROVE Award of Bid 23-65, Robinson Elementary School Portable Relocation**

Included in the Board binders is information on Bid 23-65, Robinson Elementary School Portable Relocation. This project will relocate two portable buildings from Storey Elementary School to install at Robinson Elementary School. The work will be completed during summer break. Staff recommends award to the lowest responsive, responsible bidder: BDM Inc. (Fresno, California) \$1,223,410. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,223,410 are available in the Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-24a, APPROVE Authorization for the Superintendent or the Deputy Superintendent to Award Bid 23-73, Edison High School Exterior Painting**

Included in the Board binders is a request for the Board to authorize the Superintendent or Deputy Superintendent to award Bid 23-73, Edison High School Exterior Painting. Authorization to award this project immediately after bid opening will allow completion during summer break. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$775,000 are available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-25, APPROVE Award of Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement**

Included in the Board binders is information on Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement. This project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and

## **A. CONSENT AGENDA – continued**

central plant equipment. Staff recommends award to the lowest responsive, responsible bidder: Modern Air Mechanical (Merced, California) \$905,165. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$905,165 are available in the Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-26, APPROVE Award of Bid 23-46, Jefferson Elementary School Transitional Kindergarten Portable Improvements**

Included in the Board binders is information on Bid 23-46, Jefferson Elementary School Transitional Kindergarten (TK) Portable Improvements. The project is for the installation of one new TK portable classroom, new early learning play structure with rubber surfacing and the remodel of an existing music room for another TK classroom. Staff recommends award to the lowest responsive, responsible bidder: BDM, Inc. (Fresno, California) \$1,397,850. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,397,850 are available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-27, APPROVE Award of Bid 23-57, Wi-Fi Expansion**

Included in the Board binders is information on Bid 23-57, Wi-Fi Expansion. The project is for the installation of infrastructure to support new outdoor wireless access points for limited wireless internet access across outdoor spaces at ninety-four (94) school sites. Staff recommends award to the lowest responsive, responsible bidder: Pacific OneSource, Inc (Simi Valley, California) \$205,093. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$205,093 are available in one-time funds. Contact person: Tami Lundberg, telephone 457-3560.

### **A-28, APPROVE Award of Bid 23-60, Bullard High School Gas and Sewer Line Replacement**

Included in the Board binders is information on Bid 23-60, Bullard High School Gas and Sewer Line Replacement. This project will replace aging underground gas and sewer infrastructure. Staff recommends award to the lowest responsive, responsible bidder: Alliance Construction Solutions, Inc. (Madera, California) \$248,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$248,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-29, APPROVE Award of Bid 23-61, Classroom Audio/Visual Equipment Removal**

Included in the Board binders is information on Bid 23-61, Classroom Audio/Visual Equipment Removal. The project is for the removal of obsolete classroom audio/visual equipment including Smartboards, projectors, cabling, as well as the installation of whiteboards in place of removed Smartboards at elementary and middle school sites. Staff recommends award to the lowest responsive,



## **A. CONSENT AGENDA – continued**

responsible bidder: Audeamus, dba Sebastian (Fresno, California) for Sections 1-4 in the amount of \$526,333. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$526,333 are available in the Information Technology Budget in fiscal year 2022/23. Contact person: Tami Lundberg, telephone 457-3560.

### **A-30, APPROVE Award of Bid 23-62, Classroom Interactive Display Panels, Related Accessories, and Services**

Included in the Board binders is information on Bid 23-62, Classroom Interactive Display Panels, Related Accessories, and Services, to establish a fixed unit price for the purchase of interactive panels, accessories, and services. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommend rejecting bids from Bluum USA, Inc. and Virtucom Inc. due to bidding alternate equipment that did not meet the bid specifications. Staff recommends award to the lowest responsive, responsible bidder: CDW Government LLC (Vernon Hills, Illinois) \$6,434,846. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$6,434,846 will be available in the Information Technology Budget in Fiscal Year 2023/24. Contact person: Tami Lundberg, telephone 457-3560.

### **A-31, APPROVE Award of Bid 23-63, Edison High School Existing Gym Ceiling Repair**

Included in the Board binders is information on Bid 23-63, Edison High School Existing Gym Ceiling Repair. The project is for the replacement of the existing gym's damaged ceiling panels with new tectum panels. Staff recommends award to the lowest responsive, responsible bidder: Viking Enterprises, (Fresno, California) \$435,899. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$435,899 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-32, APPROVE Award of Bid 23-64, Bullard Talent K-8 School Office Portable Project**

Included in the Board binders is information on Bid 23-64, Bullard Talent K-8 School Office Portable Project. The project consists of the installation of a 36' x 40' portable classroom building with nine (9) offices to provide confidential spaces for student support. Staff recommends award to the lowest responsive, responsible bidder: GBC1, Inc. dba GC Builders (Fresno, California) \$559,400. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$559,400 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-33, APPROVE Award of Bid 23-66, Heaton and Webster Elementary Schools and Scandinavian Middle School Playground Equipment Replacement**

Included in the Board binders is information on Bid 23-66, Heaton and Webster Elementary Schools and Scandinavian Middle School Playground Equipment

## **A. CONSENT AGENDA – continued**

Replacement. Staff recommends award to the lowest responsive, responsible bidder: GCB1, Inc. dba GC Builders (Fresno, California) for Sections A and B \$1,403,300 and BDM, Inc. (Hanford, California) for Section C \$669,875. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,073,175 are available in the Inclusive Early Education Expansion Program Grant. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-34, APPROVE Award of Bid 23-68, Portable and Modular Buildings**

Included in the Board binders is information on Bid 23-68, Portable and Modular Buildings. This Bid will establish unit pricing for a one-year period with the option to extend the Bid for two additional one-year renewals. Staff recommends award to the lowest responsive, responsible bidder: Sections A – C, Class Leasing, LLC (Perris, California). The Superintendent recommends approval. Fiscal impact: Funding will be determined on a project-by-project basis. Contact person, Paul Idsvoog, telephone 457-3134.

### **A-35, APPROVE Award of Bid 23-71, Concrete Slabs for Outdoor Tables at Various Sites**

Included in the Board binders is information on Bid 23-71, Concrete Slabs for Outdoor Tables at Various Sites. This project will provide for the installation of concrete at 44 school sites that do not have sufficient concrete areas to support placement of 553 new outdoor tables. Staff recommends award to the lowest responsive, responsible bidder: Harris Development Corp., dba HBC Enterprises (Clovis, California) for Sections A and C \$230,328; JT2, Inc. dba Todd Companies (Visalia, California) for Section B \$138,868; GB1, Inc., dba GC Builders (Fresno, California) for Sections D and E \$681,200 and Alliance Construction Solutions, Inc. (Madera, California) for Section F \$92,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,142,396 are available in the General Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-36, APPROVE Award of Request for Proposals 23-47, Farmers Market Services**

Included in the Board binders is Request for Proposals (RFP) 23-47, Farmers Market Services, to select a qualified vendor to provide farmers market services. The Vendor will hold 15-20 Farmers Market Events at Fresno Unified school sites highlighting specialty crops and will involve student participation. Staff recommends award to the best value vendor: Fresno Metro Ministry (Fresno, CA) \$90,000. The Superintendent recommends approval. Fiscal impact: The one-year agreement cost is \$90,000 and is available through the California Department of Food and Agriculture's Specialty Crop Block Grant. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-36a, APPROVE Award of Request for Proposals 23-50R, Dry and Frozen Products**

Included in the Board binders is information on Request for Proposals 23-50R, Dry and Frozen Products to establish fixed pricing on meal ingredients and menu items

## **A. CONSENT AGENDA – continued**

for delivery to the Nutrition Center. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program. Staff recommends award of Schedule A line items to the best value bidders: Buena Vista Foods (Azusa, California) Line items: 19, 23, 115 and 116; Churchfield Trading Co. (Santa Ynez, California) Line items: 2, 5, 21, 42, 89 and 117; Conagra Brands, Inc. (Troy, Ohio) Line item: 20; Creative Food Innovations (Caldwell, Idaho) Line items: 33, 34, 35 and 37; Gold Star Foods (Ontario, California) Line items: 3, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 18, 22, 25, 28, 29, 30, 31, 32, 38, 39, 48, 50, 51, 53, 54, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 76, 77, 78, 79, 80, 81, 82, 86, 90, 96, 99, 100, 101, 102, 107, 108, 109, 112 and 119; Goodman Food Products, dba Don Lee Farms (Inglewood, California) Line items: 106 and 111; Highland Beef Farms (Reston, Virginia) Line items: 120, 121, 122 and 123; Marin Sun Farms (Petaluma, California) Line item: 114; Midas Food International (Oak Park, Michigan) Line items: 40, 41, 43 and 44; Peterson Farms Fresh, LLC (Shelby, Michigan) Line item: 1; Savory Life, LLC (Chino, California) Line item: 88. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of \$5,492,642 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-36b, APPROVE Award of Request for Proposals 23-52R, USDA Commodity Prepared Foods**

Included in the Board binders is information on Request for Proposals 23-52R, USDA Commodity Prepared Foods to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center. Staff recommends award of Schedule A line items to the best value bidders: Brookwood Farms, Inc. (Siler City, North Carolina) Line item: 62; Butterball, LLC (Garner, North Carolina) Line item: 70; Conagra Brands, Inc. (Troy, Ohio) Line item: 55; Hormel Food Sales, LLC (Austin, Minnesota) Line items: 68 and 69; JTM Provisions Company, Inc. (Harrison, Ohio) Line items: 5, 8, 16, 34, 45, 46 and 48; Land O'Lakes (Arden Hills, Minnesota) Line items: 12, 15, 17 and 18; Let's Do Lunch, Inc. (Gardena, California) Line items: 2, 6, 42, 43 and 64; MCI Foods, Inc. (Santa Fe Springs, California) Line items: 9, 10 and 11; Out of the Shell, LLC, dba Yangs 5th Taste (South El Monte, California) Line item: 21 Pilgrim's Pride Corporation (Greeley, Colorado) Line item: 29; Red Gold, LLC (Elwood, Indianapolis) Line items: 47 and 67; Schwan's Food Service, Inc. (Marshall, Minnesota) Line items: 14, 53, 54, 56, 57, 58, 59, 60 and 61; Smucker Foodservice, Inc. (Orrville, Ohio) Line items: 51 and 52; Tasty Brands (Syosset, New York) Line items: 44, 65 and 66; Tyson Prepared Foods (Springdale, Arizona) Line items: 1, 3, 7, 19, 22, 23, 24, 25, 27, 28, 30, 31, 32 and 33; Wawona Frozen Foods (Clovis, California) Line items: 38, 39, 40 and 41. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of \$11,262,756 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

## **A. CONSENT AGENDA – continued**

### **A-37, APPROVE Award of Request for Proposals 23-69, Restorative Practice and Discipline Strategies Services, and/or Mental Health and Substance Use**

Included in the Board binders is information on Request for Proposals (RFP) 23-69, to provide equity-based Restorative Practice and Discipline Strategies Services which includes professional learning, coaching, and implementation support for leaders, teachers and support staff, and Mental Health and Substance Use service coordination in two categories, Professional Learning/Implementation Support, and Indirect Service. The agreement term is a three-year period with the option to renew for two additional one-year periods beginning July 01, 2023. Approval of the following vendors is recommended: Restorative Equity Partnership (Oakland, CA) estimated amount of \$480,000 for the 2023/24 school year and Care Solace, Inc. (Denver, CO) estimated amount of \$185,000 for 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$665,000 are available through the Prevention and Intervention Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

### **A-38, APPROVE Award of Request for Qualifications 23-56, Travel Management**

Included in the Board binders is Request for Qualification (RFQ) 23-56, Travel Management to select qualified agencies to support travel management for Fresno Unified School District. The Superintendent recommends approval. Fiscal impact: Funding will be provided by individual site or department budgets. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-39, APPROVE Award of Request for Qualifications 23-70, Social Emotional and Behavioral Intervention Services**

It is recommended the Board approve award of the Request for Qualifications (RFQ) 23-70 to prequalify a pool of vendors for Social Emotional and Behavioral Intervention Services in the categories of Professional Development and Indirect/Direct Student Services. Vendors will provide clinical supervision to assist Clinical School Social Workers in earning their licensure and provide intensive behavior supports to students with Tier III needs through Registered Behavior Technicians and Board-Certified Behavior Analysts. The agreement term is for a three-year period with the option to renew for two additional one-year periods beginning July 01, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient estimated funds in the amount of \$940,000 are available through the Prevention & Intervention budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

### **A-40, APPROVE Rejection of Request for Proposals 23-50, Dry and Frozen Products**

Included in the Board binders is information on Request for Proposals (RFP) 23-50, to establish fixed pricing on meal ingredients and menu items for delivery to the Nutrition Center. The RFP was not advertised and therefore will be reissued with an anticipated bid opening date of June 09, 2023. The bid will be returned for

## **A. CONSENT AGENDA – continued**

approval at the August 09, 2023, Board meeting. The Superintendent recommends approval. Fiscal impact: Rejecting all proposals results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-41, APPROVE Rejection of Request for Proposals 23-52, USDA Commodity Prepared Foods**

Included in the Board binders is information on Request for Proposals (RFP) 23-52, to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center. The RFP was not advertised and therefore will be reissued with an anticipated bid opening date of June 09, 2023. The bid will be returned for approval at the August 09, 2023, Board meeting. The Superintendent recommends approval. Fiscal impact: Rejecting all proposals results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-42, APPROVE Proposed Revisions for Board Bylaws**

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

- BB 9100      Organization
- BB 9224      Oath or Affirmation (NEW)
- BB 9311      Board Policies
- E 9320      Meetings and Notices (DELETE)
- BB 9321      Closed Session Purpose and Agendas
- BB 9321.1    Closed Session Conduct and Reports (DELETE)
- AR 9322      Agenda/Meeting Materials (DELETE)
- BB 9324      Minutes and Recordings

These revisions meet the California School Boards Association recommendations and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Board Bylaw Subcommittee is recommending the Board waive the second reading for approval. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

### **A-43, APPROVE Amendment to Board Meeting Date for Academic Year 2023/24**

Included for the Board's consideration and approval is a proposed amendment to a Board of Education meeting date for academic year 2023/24. Staff recommend moving the last Board of Education meeting for academic year 2023/24 as it falls on Wednesday, June 19, 2024, the Juneteenth holiday. The recommendation is to move the Board of Education meeting to Thursday, June 20, 2024. These dates will not preclude either additions or changes at any time throughout the year. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

## **A. CONSENT AGENDA – continued**

### **A-44, DENY Claim GL22-1117-9132**

Included in the Board binders is a Claim for Damages by a minor, case GL22-1117-9132. 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-45, RATIFY Agreement with Crisis Prevention Institute, Incorporated**

Included in the Board binders is an agreement with Crisis Prevention Institute, Incorporated (CPI). in the amount of \$112,270. This course provides the capacity for staff to train other Fresno Unified School District staff members. By the end of June 30, 2023, all principals, vice principals, and guidance learning advisors will be CPI certified. This agreement commenced January 31, 2023, and ended May 31, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$112,270 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

### **A-46, RATIFY Agreement with Right Direction Crisis Intervention**

Included in the Board binders is an agreement in the amount of \$15,858 between Fresno Unified School District and Right Direction Crisis Intervention. Fresno Unified School District utilized Right Direction Crisis Intervention to provide required intervention and transportation of a student with special education services to a residential treatment facility. The term of the agreement commenced April 27, 2023, and ended May 17, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$15,858 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

### **A-47, RATIFY Agreement with Leadership Associates**

Included in the Board binders is an agreement for ratification with Leadership Associates to conduct an executive search for the positions of Chief Financial Officer. ~~and Executive Director of Special Education~~. The Superintendent recommends ratification. Fiscal impact: Sufficient funds of ~~\$36,000~~ \$18,000 are available in the Human Resources Department Budget. Contact person: David Chavez, telephone 457-3548.

### **A-48, RATIFY Amendment to Agreement with Fairbank, Maslin, Maullin, Metz & Associates to Conduct a Community Survey Regarding Potential Bond Measure**

Included in the Board binders is an amendment to an agreement from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. The Board approved the original agreement on April 26, 2023, in the amount of \$47,750.

## **A. CONSENT AGENDA – continued**

Per the Board's request, services to conduct interviews in an additional language were requested after the original agreement was approved. The additional increase of \$2,500 increases the total agreement amount to \$50,250. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$2,500 are available in the General Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-49, RATIFY Grant Application to the No Kid Hungry Grant Opportunity**

Included in the Board binders is a request to ratify the submission of the grant application to No Kid Hungry Grant Opportunity. The No Kid Hungry Grant Opportunity seeks to maximize child nutrition programs and other emergency food programs to ensure children and families have access to healthy meals at school during the school year and summer months. The Superintendent recommends ratification. Fiscal impact: The grant will provide up to \$160,000. No district match is required. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-50, RATIFY the Agreement for Request for Qualifications and Proposals 23-12, Design Build Services with New England Sheet Metal and Mechanical Co.**

Included in the Board binders is a request for ratification of the Agreement for Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services with New England Sheet Metal and Mechanical Co. The Superintendent recommends ratification. Fiscal impact: Grant applications for Elementary and Secondary School Emergency Relief III funds are approved for a total of \$57,900,546. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-51, RATIFY Purchase Orders from April 01, 2023, through April 30, 2023, and Zero Dollar Contracts – Primary Report**

Included in the Board binders is information on purchase orders issued from April 01, 2023, through April 30, 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 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. The Superintendent recommends ratification. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-52, RATIFY Purchase Orders from April 01, 2023, through April 30, 2023 – Supplemental Report**

Included in the Board binders is information on purchase orders issued from April 01, 2023, through April 30, 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 with the exception of those that may present a potential conflict of interest for an individual Board member.

## **A. CONSENT AGENDA – continued**

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 in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

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

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

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

### **B-53, DISCUSS and ADOPT the 2023/24 Declaration of Need for Fully Qualified Educators**

Included in the Board binders is the 2023/24 Declaration of Need for Fully Qualified Educators. Annually, the district adopts the Declaration of Need for Fully Qualified Educators, which certifies that there may be an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed on the Declaration. The adoption of the Declaration is a prerequisite to the issuance of the following: 1) Cross-cultural Language and Academic Development/English Learner Authorizations; 2) Bilingual Authorizations in Hmong & Spanish; 3) Resource Specialists; 4) Library Service Permits; 5) Any General Limited Assignment Teaching Permits; and 6) Teachers on Internship Credentials in the event that such a shortage occurs. (Title 5, California Code of Regulations, Section 80026). The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

**\*7:50 P.M.**

### **B-54, DISCUSS and ADOPT the Fresno Unified School District 2023/24 Local Control and Accountability Plan**

Included in the Board Binders is the Fresno Unified School District 2023/24 Local Control and Accountability Plan (LCAP). Staff will present and the Board of Education will discuss and adopt the plan. The LCAP is a requirement resulting from the State's formula for funding school districts, the Local Control Funding Formula (LCFF). Districts receive LCFF funds for every student, with additional funds provided for high unduplicated counts of students living in poverty, English learners, and foster youth. As required by Education Code, districts must adopt the LCAP prior to July 01, 2023, which must coincide with the adoption of the district budget. The Superintendent recommends adoption. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone 457-6226.



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

**\*8:10 P.M.**

**B-55, DISCUSS and ADOPT the Fresno Unified School District 2023/24 Proposed Budget and Education Protection Account**

Included in the Board binders is information on the 2023/24 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2023/24 Proposed Budget and issues affecting the multi-year projections for 2024/25 and 2025/26. The Superintendent recommends adoption. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone 457-6226.

**\*8:30 P.M.**

**B-56, PRESENT and DISCUSS the Fall 2023 California Dashboard Local Indicators**

Included in the Board binders is an overview of the 2023 California Dashboard local indicators. The local indicators are based on information the district collects locally and will be used for the release of the Fall 2023 California Dashboard. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

**\*8:50 P.M.**

**B-57, PRESENT and DISCUSS the District-wide Literacy Initiative and Regional Model**

Included in the Board binders is information on the Literacy Initiative. Staff will present the process for co-creating regional literacy plans with district-wide parameters, phases, timelines, budgets, research, and quantitative and qualitative metrics. The overview includes the involvement of the Superintendent, regional principals, and teachers in the development and implementation of documented regional literacy plans with quarterly school-site and regional data reports. The development of the regional model is designed so that staff, students, and families have collective ownership in the design and implementation of our literacy initiatives. Fiscal impact: An overview of preliminary estimates for the initiative will be shared. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**\*9:10 P.M.**

**B-58, OPPORTUNITY for Public DISCUSSION of the California School Employees Association, Chapter 125 Initial Proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement**

In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record.

Included in the Board binders is the California School Employees Association, Chapter 125 initial proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for formal presentation, public discussion, and acknowledgment of receipt. Fiscal impact: There is no fiscal impact at this time. Contact person: David Chavez, telephone 457-3548.

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

**\*9:15 P.M.**

**B-59, OPPORTUNITY for Public DISCUSSION of the California School Employees Association, Chapter 143 Initial Proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement**

In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included in the Board binders is the California School Employees Association, Chapter 143 initial proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for formal presentation, public discussion, and acknowledgment of receipt. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

**\*9:20 P.M.**

**B-60, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to the California School Employees Association, Chapter 125 for the 2023/24 Reopener Agreement**

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included the in the Board binders is the Fresno Unified School District initial proposal to the California School Employees Association, Chapter 125 for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for public discussion and Board adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

**\*9:25 P.M.**

**B-61, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to the California School Employees Association, Chapter 143 for the 2023/24 Reopener Agreement**

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included the in the Board binders is the Fresno Unified School District initial proposal to the California School Employees Association, Chapter 143 for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for public discussion and Board adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

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

There are no items for this section of the agenda.

### **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**  
**WEDNESDAY, AUGUST 09, 2023**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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: June 21, 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

1051968	Castro	Morgan	Teacher, Elementary	Robinson Elementary	6/9/2023
1071426	Kojekian	Laura	Teacher, Lrng Hndcp, Sdc	Tioga Middle School	6/9/2023
1080596	Naffziger	Jordan	Teacher, Middle School	Sequoia Middle School	6/9/2023
1072609	Puga	Karina	Specialist, Resource, Sp Ed	Roosevelt High School	7/1/2023

## Classified Personnel

1083701	Caprioglio-johnson	Marianne	Secretary, Administrative I	Transportation	6/16/2023
1081844	Chavez De Reyes	Veronica	Nutrition Services Assistant	Food Services	5/5/2023
1079940	Moua	Maikao	Technician, Purchasing	Purchasing Department	5/26/2023
1076208	Nelson	Joshua	Paraprof, Instructional Asst	Mayfair Elementary	4/11/2023

## Management Classified

1083685	Vang	Ricky	Analyst I, Budget	Fiscal Services	6/20/2023
1083691	Vang	Teng	Analyst II, Budget	Fiscal Services	6/12/2023

## RESIGNATIONS OR RETIREMENTS

## Certificated Personnel

1068968	Camarillo	Izeth	Teacher, Elementary	Aynesworth Elementary	6/8/2023
1074029	Carl	Karissa	Teacher, Elementary	Williams Elementary	6/23/2023
1082149	Davis	Marshall	Teacher, Senior High	Fresno High School	5/11/2023
1081674	Draper	Melanie	Nurse	Health Services	6/30/2023
1004086	Flores	Joanne	Teacher, Handicapped, Severely	Bullard High School	6/8/2023
1065916	Gonzalez	Luizalyn	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	6/15/2021
1062282	Grabowski	Ashley	Coach, Literacy	Calwa Elementary	6/16/2023
1078238	Graham	Macee	Teacher, Middle School	Fort Miller Middle School	6/8/2023
1080449	Hotaling	Camryn	Teacher, Elementary	Lincoln Elementary	6/12/2023
1013922	Hovnanian	Karrie	Teacher, Elementary	Anthony Elementary	6/19/2023
1081622	Ishii	Brent	Teacher, Autistic, Sdc	Jefferson Elementary	6/20/2023
1076295	Jacoby	Lindsay	Teacher, Middle School	Kings Canyon Middle School	6/8/2023
1009830	Jordan	Steven	Teacher, Elementary	Slater Elementary	<del>07/31/2023</del> 6/30/2023
1079431	Miner	Vienna	Teacher, Middle School	Tioga Middle School	6/9/2023
1079358	Moua	Choua	Teacher, Elementary	Mccardle Elementary	6/8/2023
1064953	Redmond Jr	Derwoyne	Teacher, Middle School	Wawona K-8 School	6/8/2023
1083122	Santos	Makenna	Teacher, Deaf/Hard of Hearing	Special Ed	6/8/2023
1071218	Swart	Robert	Teacher, Senior High	Duncan Polytechnical	6/8/2023
1049713	Than-Kurnosoff	Sarin	Teacher, Elementary	King Elementary	6/30/2023
1076142	Vang	Kaokaihli	Teacher, Elementary	Viking Elementary	7/31/2023
1065733	Von Bieberstein	Christopher	Teacher, Elementary	Ericson Elementary	6/12/2023

1034449	Weinberg	Stacey	Teacher, Elementary	Roeding Elementary	6/19/2023
<b>Classified Personnel</b>					
1079732	Alvarez	Ellen	Analyst I, Budget	Fiscal Services	6/19/2023
1082279	Boyadjian	Armen	Paraprof, Moderate/Severe	Bullard High School	6/1/2023
1068737	Brambila	Domenica	Assistant, Noontime	Lane Elementary	3/17/2023
1033516	Debenedetto	Nick	Supervisor, Electronics Shop	Maintenance And Operations	9/1/2023
1006847	Garcia	Santiago	Plant Coordinator II	Rutherford Gaston Middle School	6/20/2023
1081031	Gonzalez	Elizabeth	Assistant, Noontime	Muir Elementary	4/14/2023
1041432	Her	Chang	Custodian	Plant Operations	5/22/2023
1042836	Lima	Srinna	Assistant, Noontime	Heaton Elementary	12/16/2022
1002930	Lutz	Betty	Paraprof, Mild/Moderate	Bullard High School	6/9/2023
1006777	Mata	Raymond	Worker, Grnds Maint II	Plant Operations	7/14/2023
1038390	Perez	Richard	Worker, Grnds Maint IV Aerator	Plant Operations	7/31/2023
1036873	Vang	Mee	Custodian	Duncan Polytechnical	6/1/2023
1082062	Zapien	Alize	Assistant, School Office	Yosemite Middle School	6/9/2023
<b>Management Certificated</b>					
1005892	Delacruz	Sylvia	Vice Principal I	Addams Elementary	6/30/2023
1039536	Doyle	Beth	Principal II	Addams Elementary	6/30/2023
1018207	English-Wong	Colleen	Vice Principal I	Eaton Elementary	6/15/2023
1027241	Kelly	John	Principal II	Phoenix Acad Elementary-Dcads	6/21/2023
<b>Management Classified</b>					
1046370	Carmany	Katherine	Manager III, General	Professional Development	6/30/2023
1038953	Turner	Natalie	Occupational Therapist	Special Ed	6/30/2023
<b>LEAVE REQUEST</b>					
<b>Certificated Personnel</b>					
1076568	Tamber	Harpreet	Teacher, Elementary	Hidalgo Elementary	7/31/2023
<b>Classified Personnel</b>					
1038744	Tanuwijaya	Ferry	Nutrition Services Manager	Nutrition Services	8/1/2023
<b>R39-MONTH REEMPLOYMENT RIGHTS</b>					
<b>Classified Personnel</b>					
1048032	Molina	Beatrice	Paraprof, Moderate/Severe	Holland Elementary	6/7/2023
<b>PROMOTIONS</b>					
<b>Classified Personnel</b>					
1073984	Avellaneda Zavala	Lizbeth	Nutrition Services Operator	Nutrition Center	5/16/2023
1047369	Garcia-Zavala	Marilu	Nutrition Serv Sr Assistant	McLane	5/30/2023
1076195	Madron	Patricia	Department Office Manager	Technology Services	6/14/2023
1007643	Vega	Susan	Paraprof, Bilingual (Spanish)	Rowell Elementary	8/11/2023
<b>Management Classified</b>					
1081747	Hutchings	Catherine	Analyst I, Budget	Fiscal Services	5/18/2023
1083267	Rodriguez	Daniel	Manager II, General	Equity and Access	5/30/2023

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Meetings**

**ITEM DESCRIPTION:** Included in the Board binders are draft minutes for the May 24, 2023, and the June 14, 2023, Board of Education regular meetings, and the May 30, 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**

**May 24, 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 May 24, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. Superintendent Dr. Nelson was also present.

For the record, Board President Islas was out of the country and Clerk Wittrup facilitated the meeting.

Board Clerk Wittrup CONVENED the Regular Board Meeting at 4:33 p.m.

### **PLEDGE OF ALLEGIANCE**

Student Andrew Ayers from Tartarian Elementary School, and speech language pathologist Caroline Kuffel lead the flag salute.

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

For the record, the Board received five (5) requests to address the Board on Closed Session items. The individual's name along with summary of topic is as follows:

1. Pearl Heppner: Shared concern regarding termination of Family Foundation Counseling services.
2. Josh Steelman: Shared concern regarding termination of contract with Family Health Foundation.
3. Junior Romero: Shared concerns pertaining to negotiations.
4. Rebecca Henderson: Advocated for all staff who provide support to African American students. Asked the district to designate fair extra pay contracts to teachers/staff that support African American students.
5. Jessica Tejada: Spoke in support of Clinical School Social Workers.

Board Clerk Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 5:00 p.m.

Board Clerk Wittrup RECONVENED the meeting to Open Session at 6:30 p.m.



## Reporting Out of Closed Session

- On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board acted in Closed Session to appoint Edith Navarro to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in Closed Session to appoint Javan Childs to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Davis, seconded by Board Clerk Wittrup, the Board acted in Closed Session to approve dismissal charges for a classified employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to approve dismissal charges for a classified employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to approve dismissal charges for a classified employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Cazares, the Board acted in Closed Session to approve dismissal charges for a certificated employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Cazares, seconded by Board Member Davis, the Board acted in Closed Session to approve dismissal charges for a certificated employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

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

- On a motion by Board Member Thomas, seconded by Board Member Levine, the Board acted in Closed Session to approve dismissal charges for a certificated employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to approve dismissal charges for a certificated employee, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

### **PLEDGE OF ALLEGIANCE**

Student Board Member Joseph Aquino led the Flag Salute.

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

The Board heard reports from Student Board Representatives from Edison High School.

### **RECOGNIZE Student Board Representatives for the 2022/23 School Year**

The Board of Education and Superintendent recognized Student Board Members Joseph Aquino, Hoover High School, and Kristen Laus, Sunnyside High School, for serving on the Board during the 2022/23 school year.

### **HEAR Report from Superintendent**

- Good evening and welcome to all joining us in person and online this evening. I'm devastated to start tonight's remarks with our heartfelt condolences to our Fresno Unified family who lost two of their beautiful children to rushing waters below the Pine Flat Dam this past weekend. As a parent, it is gut-wrenching to even imagine such a tragedy and we send our love and strength to the family as they navigate this unthinkable loss. Additional support is being provided to the family and to the staff and students who have lost their friend and student. We plead with our community to please stay away from all closed rivers, canals, and recreation areas as this year the conditions are more unpredictable and dangerous than ever with our huge melting snowpack. Can we please take a moment of silence in honor and remembrance of our student Victoria and her brother Santiago.
- I want to provide all with a bargaining update. Last week we sent out our first Negotiation News of this negotiations cycle with our Fresno Teachers Association (FTA).

## HEAR Report from Superintendent-continued

In order to meet the requests of FTA in providing a full proposal, we have moved back to traditional, position-based bargaining and with that move we can also begin to publicize our ongoing negotiation efforts. Last week we provided a full response to FTA's almost 30 pages of interests and we look forward to sharing our first full initial proposal publicly by June 1. We are confident that our proposal will take into consideration the transformative work needed to support our students in this post-pandemic world AND be a historically mutually beneficial offer to our amazing teachers whom we love and value incredibly. As we have been, we continue to meet with FTA leadership every week and will provide negotiation news updates following meetings.

- Earlier this week we officially kicked off graduation season with Design Science's graduation ceremony! We have more graduations happening next Thursday and Friday, and our comprehensive and specialty high schools on Monday, Tuesday, and Wednesday of the following week. We cannot wait to celebrate alongside all of you and your loved ones!
- I am SO proud to share that we have over 11,000 summer camp spots filled with just less than 800 spots still available. If you have not yet signed up your student for summer camps, it's your last chance to get one of those final 800 spots! Head to our website at [www.fresnounified.org](http://www.fresnounified.org) and click the summer camps banner on the homepage to get to our online registration. It's going to be an amazing summer!
- 2022/2023 retirees – it's time to RSVP for our annual retirement celebration! This year's event will be held on June 23, 2023, indoors at the Belmont Country Club! Retirees attend for free, and all guests are \$50 per ticket. There will be dinner, recognition, and dancing – you don't want to miss this amazing night as we honor your incredible career! RSVP now to Vangie Carrillo in our Communications department by calling 457-3733.
- Congratulations are in order for Doua Vu, manager in our English Learner Services Department. Doua is being recognized nationally by the Association of Two-Way and Dual Language Education, receiving the 2023 Promoting Bilingualism Award. Doua's work in growing our Hmong Dual Language Immersion and Heritage programs is of particular note – programs that have been recognized locally, statewide, and nationally as trailblazing curriculum for a language at risk of being lost. We are so grateful for your work and dedication Doua! Congratulations!
- On a similar note, I want to congratulate the 130 Edison graduates who have earned the state's Seal of Biliteracy for their proficiency in at least one language other than English during their academic careers. In addition to the 130 graduates at Edison who have earned their seal, another 323 graduates throughout the district have earned this recognition. Our students have earned Seals of Biliteracy in Spanish, Hmong, Latin, French, Arabic, Vietnamese, Russian and Chinese. That is amazing! Let's take a minute to watch this video featuring Alana De La Cerda one of our Edison graduates achieving the Seal of Biliteracy.

## BOARD/SUPERINTENDENT COMMUNICATIONS

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

**Member Levine:** Provided shout out to Design Science graduates. Highlighted work on the Ethnic Studies curriculum, and shared excitement that next fall's incoming freshmen will be the first with the Ethnic Studies graduation requirement.

**Student Member Aquino:** Provided recognition for the Hoover High School staff, expressed thanks and gratitude for them and their work. Congratulated graduating 2023 Seniors, Fresno Unified Scholarship winners, and district valedictorians. Provided shout out to Hoover High School student council members, and student advisory representatives across the district.

**Member Jonasson Rosas:** Echoed Superintendent Dr. Nelson's comments regarding staying away from closed waterways. Asked people to refrain from going into the rivers due to the dangers. Referenced board communications as follows: 1) Translation and Interpretation Services: requested clarity as to services provided by Smartling, asked if company is to help standardized language. Requested inventory of translation services, not only documents within the district but also signs, posters, and all information around campus. 2) Tutor.com: Asked for outcome data rather than only perception and usage data. 3) Dual Language Transfers and Enrollment Process: commented the document was confusing and requested to speak with staff regarding making the process easier for parents. 4) Teacher Academy Pipeline: asked what can be done to engage students so after college graduation they return to the district.

**Member Davis:** Congratulated student board members Aquino and Laus for their service and for using their authentic voice. Thanked the Aquino and Laus families for nurturing Joseph and Kristen. Provided shoutout for Doua Vue for taking education to the next level.

**Member Cazares:** Congratulated district staff who recently graduated from the doctorate cohort and thanked them for the additional work and time they committed. Expressed thankfulness for the feedback and dialogue provided by district teachers.

**Member Thomas:** Congratulated the nineteen (19) district staff who recently graduated from the doctorate cohort. Expressed thanks to Dr. Ponce for helping students with the college admissions process. Thanked Henry Ellard, Jr., with Better Living non-profit for adopting students to get dressed for formals along with limousine and photographs too. Commented on a previous request for Full-Time Equivalent information that has not yet been received. Commented she supports Trustee Wittrup's request for better timelines to receive information from staff.

## **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 Davis, seconded by Board Member Thomas, the Board approved the Consent Agenda except for Agenda Items A-4, A-11, and A-13 which were pulled for further discussion, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: 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 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-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 May 10, 2023, Regular Board Meeting.

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

**APPROVED as recommended**, the draft minutes for the April 20, 2023, Board of Education workshop and the April 26, 2023, regular Board meeting.

#### **A-4, ADOPT Resolution Proclaiming May 2023 as Better Hearing and Speech Month**

**ADOPTED as recommended**, a Resolution recognizing May 2023 as Better Hearing and Speech Month.

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

**Member Thomas:** Asked to recognize this resolution, commented on the importance of better speech and hearing, and shared a personal story. Commented on the need to support parents as much as possible. Read an excerpt from the resolution as follows:

## **A. CONSENT AGENDA – continued**

Now, therefore, be it resolved, the Board of Education of the Fresno Unified School District recognizes the month of May 2023 as Better Hearing and Speech Month and urges all schools and individual citizens to participate in better hearing and speech activities in order to become better educated and join together in raising awareness and knowledge of communication disorders.

On a motion by Board Member Thomas, seconded by Board Member Davis, agenda item A-4 was adopted by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

- A-5, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District**  
**ADOPTED as recommended**, Resolutions 23-51 through 23-66 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District.
- A-6, APPROVE Revised 2022/23 Certificated Management Schedules**  
**APPROVED as recommended**, the 2022/23 revised Certificated Management Salary Schedules.
- A-7, APPROVE Revised 2022/23 Classified Y-Rated Hourly Salary Schedule**  
**APPROVED as recommended**, the revised 2022/23 Classified Y-Rated Hourly Salary Schedule.
- A-8, APPROVE Revised 2022/23 Operations Hourly Salary Schedule**  
**APPROVED as recommended**, the revised 2022/23 Operations Hourly Salary Schedule.
- A-9, APPROVE Proposed Revisions for Board Bylaws**  
**APPROVED as recommended**, proposed revisions for ten Board Bylaws (BB) and one Administrative Regulation (AR) as follows: BB 9000, Role of the Board (Powers and Responsibilities); BB 9001, Management Oversight (DELETE); BB 9012, Board Member Electronic Communications; BB 9110, Regular and Student Members; Terms of Office; BB 9220, Governing Board Elections; BB 9223, Filling Vacancies; BB 9310, Policy Manual (DELETE); AR 9311, Board Policies (DELETE); BB 9312, Board Bylaws (DELETE); BB 9313, Administrative Regulations (DELETE); and BB 9314, Suspension of Policies, Bylaws, Administrative Regulations (DELETE).

## **A. CONSENT AGENDA – continued**

### **A-10, APPROVE Agreement with Central Valley Regional Center, Incorporated**

**APPROVED as recommended**, an agreement with Central Valley Regional Center (CVRC), Incorporated to provide early intervention services for infants and toddlers between the ages of birth to 36 months, who reside within Fresno Unified School District, who are clients of CVRC and have an Individual Family Service Plan.

### **A-11, APPROVE Agreements for Extended Learning Summer Camp Enrichment Services**

**APPROVED as recommended**, a list of agreements with prequalified vendors which Extended Learning will partner with for upcoming summer camps and programs for the 2023/24 school year.

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

“Agenda item A-11 contains an agreement with Hand’s on Central California to provide summer camp services to Fresno Unified students. Hands-On of Central California, is operating as the fiscal agent for the Fresno Street Saints. I am a volunteer member of the Board of Directors of the Fresno Street Saints. Although, I have no financial interest, and out of an abundance of caution, I am recusing myself from this vote.”

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item A-11 was approved by a vote of 5-0-1-1 as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, and Board Clerk Wittrup. ABSTENTIONS: Board Member Jonasson Rosas. ABSENT: Board President Islas.

### **A-12, APPROVE Agreement with Mindsets Learning, Inc.**

**APPROVED as recommended**, an agreement with Mindsets Learning, Inc. to provide a math program called “Mindsets Learning Challenges.”

### **A-13, APPROVE Agreement with The Regents of University of California**

**APPROVED as recommended**, an agreement with The Regents of University of California for the Doctors Academy program at Sunnyside High School.

For the record, Board Members had comments/questions pertaining to agenda item A-13. A summary is as follows:

**Student Member Laus:** Expressed gratitude for the partnership between Fresno Unified School District, the University of California, San Francisco and the Fresno Latino Center for Medical Education and Research.



## **A. CONSENT AGENDA – continued**

Commented the program is the epitome of transformative work and the emphasis on ensuring the community is effectively served is invaluable. Shared the Doctors Academy has changed her life and is sure has and will continue to change countless others. Thanked the district for investing in this area for students.

On a motion by Board Member Thomas, seconded by Board Member Cazares, Agenda Item A-13 was approved by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

**A-14, APPROVE Amendment to 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**, the Amendment to Purchase and Sale Agreement and Escrow Instructions for the purchase of an existing 4-story office building (approximately 50,085 sq. ft.) and adjacent parking lot (approximately 10,890 sq. ft.) located at 2011 Fresno Street.

**A-15, APPROVE Award of Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement**

**APPROVED as recommended**, information on Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning/Energy Management System (HVAC/EMS) Replacement Project.

**A-16, APPROVE Award of Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade**

**APPROVED as recommended**, information on Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade.

**A-17, APPROVE Award of Bid 23-48, Turf Rehabilitation at Various Sites**

**APPROVED as recommended**, information on Bid 23-48, Turf Rehabilitation at Various Sites, to replace/improve playground turf at Figarden, Kirk, Lane and Malloch Elementary Schools and Terronez Middle School.

**A-18, APPROVE Award of Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning Energy Management System Replacement Project**

**APPROVED as recommended**, information on Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning (HVAC) Energy Management System Replacement Project.



## **A. CONSENT AGENDA – continued**

- A-19, APPROVE Award of Request for Qualifications 23-21S, Custom Printing**  
**APPROVED as recommended**, information on Request for Qualifications (RFQ) 23-21S, Custom Printing to supplement the pool of qualified vendors approved by the Board on February 22, 2023.
- A-20, APPROVE Rejection of Request for Proposals 23-45, Event Planner Services**  
**APPROVED as recommended**, the rejection of Request for Proposals (RFP) 23-45 to select a qualified vendor to provide event planner services.
- A-21, RATIFY 2022/23 Agreement with The Resiliency Center of Fresno**  
**RATIFIED as recommended**, an agreement with The Resiliency Center of Fresno (formally the Fresno Chaplaincy program).
- A-22, RATIFY Agreement with Grafton School, Incorporated**  
**RATIFIED as recommended**, an agreement with Grafton School, Incorporated.
- A-23, RATIFY Addendum to Agreement with Education Behavior Consultants**  
**RATIFIED as recommended**, an addendum to the agreement with Education Behavior Consultants in the amount of \$400,000.
- A-24, RATIFY Addendum to Agreement with PresenceLearning, Incorporated**  
**RATIFIED as recommended**, an addendum with PresenceLearning, Inc. in the amount of \$60,000.
- A-25, RATIFY Addendum to Agreement with New Life Physical Therapy Services, dba Goodfellow Therapy**  
**RATIFIED as recommended**, an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of \$318,800.
- A-26, RATIFY Addendum to the Agreement with The Stepping Stones Group**  
**RATIFIED as recommended**, an addendum to the agreement with The Stepping Stones Group in the amount of \$2,675,400.
- A-27, RATIFY Change Orders**  
**RATIFIED as recommended**, information on Change Orders for the following projects: Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building, Change Order 6 presented for ratification: \$63,178; Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 7 presented for ratification: \$54,241; Bid 22-27, Addicott Elementary School Path of Travel Improvements, Change Order 2 presented for ratification: \$17,219; Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements, Change Order 3 presented for ratification: \$28,403, Change Order 4 presented for ratification: \$7,965; and Bid 22-37, Kirk Elementary School Sitework Improvements, Change Order 1 presented for ratification: \$56,372.

## **A. CONSENT AGENDA – continued**

### **A-28, RATIFY the Filing of Notices of Completion**

RATIFIED as recommended, Notices of Completion for projects, completed according to plans and specifications as follows: Bid 22-15, Edison High School Multipurpose Room HVAC Replacement; Bid 22-27, Addicott Elementary School Path of Travel Improvements; and Bid 22-37, Kirk Elementary School Sitework Improvements.

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

### **B-29, PRESENT and DISCUSS English Language Learners Sign on Letter Presentation by GO Public Schools**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-29.

### **B-30, DISCUSS and ADOPT the Proposed Curriculum Recommendations for Elementary Science**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-30.

For the record, Board Members had comments/questions pertaining to Agenda Item B-30. A summary is as follows:

**Member Thomas:** Commented on being happy with the proposed material. Thanked the staff for providing an opportunity to review the material. Commented the proposed curriculum is presented similar to the Smarter Balanced Assessment Consortium (SBAC).

**Member Jonasson Rosas:** Commented on the awesome energy of Marie Williams, Ed.D., with the presentation. Requested clarity as to if the curriculum was bilingual. Asked if the work done by Fresno Unified in this area will be shared with other districts. Asked if the proposed curriculum provided opportunities for hands on learning by students.

**Member Davis:** Thanked staff for providing an opportunity to review the proposed curriculum. Commented on the significance of the support provided in the curriculum for teachers of English learners.

**Clerk Wittrup:** Thanked staff for providing an opportunity to review the proposed curriculum. Commented on the colorful, rigorous, and engaging materials. Thanked staff for the recommendation.

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

**Member Cazares:** Shared a personal anecdote regarding student learning and hopes the district moves other curricular areas in a similar direction of the proposed curriculum. Commented this generation is undervalued in how they process what they learn and changing the way students are taught is imperative.

Marie Williams, Ed.D., was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item B-30 was adopted by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

### **B-31, PRESENT and DISCUSS the State's May Revised Budget Proposal**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-31.

For the record, Board Members had comments/questions pertaining to Agenda Item B-31. A summary is as follows:

**Member Cazares:** Requested clarity as to the Cost-of-Living Adjustment (COLA) reduction for special education. Requested clarity as to whether the Board will receive an update similar to what was previously received in terms of unrealized investments and savings.

**Member Levine:** Commented on the Governor's proposed reduction to block grants and asked how the Board can help district staff amplifying opposition to the proposed reduction. Commented in support of the district drafting a letter to the Governor which will include Board member signatures and a copy to local government representatives.

**Clerk Wittrup:** Echoed Trustee Levine's comment regarding a letter to the Governor. Commented is sure it was not the voters' intention to reduce Arts and Music. Thanked Mr. Jensen for the opportunity to meet to discuss the district budget. Expressed appreciation for the presentation.

For the record, Patrick Jensen and Superintendent Nelson, Ed.D., were available to provide clarity.

### **B-32, PRESENT and DISCUSS the 2023/24 Strategic Budget Development**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-32.

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

For the record, Board Members had comments/questions pertaining to Agenda Item B-32. A summary is as follows:

**Member Cazares:** Referenced slide No. 7 of the presentation and asked what the responsibilities would be for the new Full-Time Equivalent (FTE) for director in Information Technology. Additionally, asked for the same information for any other requests from departments for new management FTE within the presentation. Commented cyber security is a main concern. be aware that it is a concern statewide as well. Requested a status update on the laptop refresh.

Referenced slide No. 10 regarding psychometrics and using data to better serve teachers, asked what programing and implementation will look like. Commented on the need to have a very systematic approach to implementation to be able to show it is useful, it is being used, and it is changing educational outcomes.

Referenced slide No. 13 and commented on the small ask for GATE. Commented there are new ways of teaching in Fresno Unified. Requested staff to make sure GATE is something useful for our students, that it is rolled out at as many elementary schools as possible. Expressed opposition to the current way students are tested for GATE. Commented there may be students across the district eligible for the GATE program but because the students do not test well they do not make it into the program. Commented a matter the district might consider for roll out at all elementary schools, is teacher teaching at a GATE level so testing is not needed and to help students.

Referenced slide No. 15 regarding Plant Operations and thanked staff that looked at Board feedback in terms of support for ground keeper staff. Requested clarity as to where in the presentation are resources for supplies for grounds staff and asked who will oversee the coordination of supplies. Requested clarity as to if there is a substitute pool for ground keepers.

Referenced slide No. 16 and the Heating, Ventilation, and Air Conditioning work listed. Asked if there is an opportunity to use recently graduated students with certificates to intern or volunteer for work experience over the summer.

Commented, there are several slides with investments heavy with one-time recovery funds. Mentioned the Board has often asked why one-time funds were used rather than ongoing funds in areas of significant investment. Referenced slide No. 20 and shared concern of one-time funds being used for increasing student engagement in the school and community, concerned with relying on one-time funds for work that should be ongoing.

Referenced slide No. 23 and the very small ask for student engagement which is felt should be much larger.

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

Specifically in the area of sports, as sports are a way many students will get to college. Commented a larger investment should be made and requested an analysis of equity in sports programs across the district. Commented on there are times when the coaches have had to spend their own time and money to get a functional team, additionally, there are instances where the students have had to use their own money. Commented, the district needs to figure this out.

Referenced slide No. 27 regarding support to the American Indian Office and requested clarity because it was mentioned the office was being moved to Equity and Access.

Commented that the ask for Parent University is small for a team that carries a lot on behalf of the district. Commented on the partnership between the district and Fresno State with the Bulldog Bound program and thanked everyone involved. Shared that part of the aspect of the program will be getting parents to buy-in to the Bulldog Bound program and the idea is to add this to Parent University work as they already have a good foundation with parents.

Referenced slide No. 31 and Finals site, requested clarity as to what Finals site will do.

Thanked staff for providing the slides in the manner presented. Requested staff try to ensure dual enrollment, Expanded Learning Opportunities Program (ELOP), and sports are equitable for specialty schools.

**Member Levine:** Thanked staff for the presentation and the opportunity to meet for review.

Requested clarity pertaining to free FAX bus passes and the expansion from high school only to the addition of middle school students. Commented on the importance of marketing and educating parents and families on the opportunity.

Referenced the Ethnic Studies Institute and requested clarity as to the cost to continue the institute and if cost includes staffing.

Commented on mental health support and the need to mitigate any gaps. Commented on interest in the district looking for a vendor that could facilitate a 24-hour mental health online platform that would include cultural competency and language for students to use. Commented that this would not be to replace current practices but to help fill any gaps.

**Member Jonasson Rosas:** Referenced slide No. 5, and commented on the need for vaping sensors at all high schools and middle schools, not a pilot but implemented at all middle and high schools, in part because this is why restrooms

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

are closed. Commented on a prior request for emergency buttons and other safety enhancements via technology that are not listed in the budget.

Referenced slide No. 6, noted that while visiting sites she sees posters and magnets with an employee's face on them but does not readily know what the message is the picture is supposed to convey. Commented there is a disconnect between message and graphic.

Referenced slide No. 8, requested the FLATS program be revamped. Commented before spending more money, the program needs to be rethought. Commented on the need for a position focused on monitoring the way students use technology to cheat or do other things on district laptops.

Referenced slide No. 10, commented the Board provided feedback that is not reflected in the current presentation.

Referenced slide No. 13, commented on hope that Ideafest resources go to partnerships to help better message events so students work is not overshadowed. Commented on having questions pertaining to the efficacy of other items on slide.

Referenced slide No. 15, commented does not see what is going towards improving the work order process, thinks there are still challenges with process. Requested to see information on drought tolerant landscaping rather than decorative landscaping, commented this will help not only from a maintenance perspective but also from a water usage perspective.

Commented on Men's and Women's Alliance and had hoped to see more resources for the student work program. Commented the student work program is a gem and hoped to see additional resources for additional student slots.

Echoed comments of Trustee Cazares pertaining to family engagement. Referenced slide No. 25 and asked if the district will receive money for the shift of the After School Education and Safety (ASES) programs from Fresno County to Fresno Unified or if the district is just taking over.

**Clerk Wittrup:** Agreed with Trustee Jonasson Rosas regarding the vaping sensors at middle and high schools. Commented the visuals of the presentation are outstanding and thanked staff for taking the time to explain the budget in small session meetings.

For the record, Patrick Jensen, Paul Idsvoog, and Superintendent Nelson, Ed.D. were available to provide clarity.

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

### **B-33, DISCUSS and APPROVE the Fresno Unified Expanded Learning Opportunities Program Funding Plan**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-33.

For the record, Board Members had comments/questions pertaining to Agenda Item B-33. A summary is as follows:

**Member Davis:** Thanked staff for the presentation and the time to meet in smaller sessions. Commented on the excitement felt for this program.

**Member Cazares:** Commented on strong support for this program. Commented on being pleased with the strategic budgeting to meet as many student needs as possible, and thinking of students year-round not only during the school year. Thanked the staff, teachers, nonprofit partners, and community-based partners that have helped to make this program happen for students. Asked staff to make sure the aviation program is equitable and available to all high school students not only those attending a comprehensive high school. Thanked staff for checking there were no historical issues with demolition or building. Suggested the main hanger complex on the second-floor conference side to have partitions to allow for multiple break out rooms. Applauded the architectural work and appreciated that it pays homage to and compliments the existing architectural work and airport. Commented on the importance of this investment as significant for not only Fresno Unified but also Southwest Fresno and would like to make sure staff have involved the Southwest Fresno community and have provided the community an opportunity to provide feedback.

**Member Levine:** Expressed strong support for Trustee Cazares's comment regarding providing the Southwest Fresno community with an opportunity to provide feedback and be involved with the aviation project. Commented this is a huge investment in Southwest Fresno and a critical opportunity to get it right. Commented this is exciting work. Asked for the timeline for completion. Asked for clarity regarding the camp for Native American students and if there is an opportunity to provide the experience in a different space for non-Native American students.

**Member Jonasson Rosas:** Expressed appreciation for staff's time and work and echoed many of Trustee Cazares's comments. Commented once the aviation program is implemented it could provide additional funding opportunities from bigger airline industry partners. Expressed appreciation for this program and commented that this program needs to be messaged well by the district.



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

**Clerk Wittrup:** Commented that programs like the aviation academy are what make students want to be at school. Expressed excitement and appreciation for this work. Commented no other school districts are doing this incredible work. Asked staff to give space and design to Amelia Earhart. Asked when the district will start working with NASA and the astronaut program.

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

“Agenda Item B-33 concerns the approval of the district’s ELOP plan for funding which will in part be used for the aviation academy proposed at Chandler Airport.

Although this will have no measurable financial impact on my property because this project is an aviation project. Moreover, the impact of the aviation project is indistinguishable from its effect on the majority of the residential properties within the trustee area that are eligible and part of the Edison High School attendance area.

Notwithstanding the absence of financial impact on my property, I am abstaining from this vote pursuant to Board Bylaw 9270 for the express purpose of avoiding any appearance of conflict. My property is within 500 feet of Chandler Airport.”

Jeremy Ward was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Member Cazares, Agenda Item B-33 was approved by a vote of 5-0-1-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, and Clerk Wittrup. ABSENTION: Board Member Thomas. ABSENT: Board President Islas.

## **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received seven (7) requests to address the Board during Unscheduled Oral Communications. The individual’s name along with a summary of topic is as follows:

1. Curtis Carlton: Addressed conflicting information regarding evaluations of professional standards. Shared a concern regarding student academic growth.
2. Betty Castor: Addressed concern regarding the district goal of valuing accountability. Shared a concern regarding her daughter not having a one-on-one aide until April 18, 2023. Shared concern that daughter’s transfer has been revoked because of attendance, and attendance issue is result of not having a one-on-one aide. Requested the district to look into the Special Education Department and its practices.



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

3. Griselda Ceja: Shared concern of the need for help in the kindergarten dual immersion classrooms at Burroughs. Shared classrooms went without the help of a bilingual aide all year. Requested the district to hire a bilingual aide.
4. Anna Bustos: Provided handout to the Board. Commented as one of the dual immersion teachers that did not have the support of an aide. Referenced other school sites that did have support from a classroom aide. Commented iReady is not available to dual immersion teachers. Commented PLCs are impacted when dual immersion teachers and students do not have equitable access to assessments.
5. Able Mejia: Addressed concern that child's dual immersion kindergarten class has no classroom aide. Commented kindergarten is fundamental for education so teachers should have support in the classroom or smaller class sizes.
6. Johanna Medina: Advocated for sibling preference for the dual immersion program. Requested this be a prioritized enrollment practice.
7. Maricela Toledo: Advocated for sibling preference for the dual immersion program. Requested the district look to reinstate.

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

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

**C-34, RECEIVE Constituent Services Quarterly Reporting**

**C-35, RECEIVE the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2022/23**

### **D. ADJOURNMENT**

Board Clerk Islas ADJOURNED the meeting at 9:38 p.m.



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## **MINUTES – BOARD OF EDUCATION WORKSHOP**

**Fresno, California**

**May 30, 2023**

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

At a Workshop of the Board of Education of Fresno Unified School District, held on May 30, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

Board President Islas CONVENED the Board Workshop at **5:09 p.m.**

### **PLEDGE OF ALLEGIANCE**

Paul Idsvoog led the Flag Salute.

## **BOARD WORKSHOP AGENDA ITEM**

### **PRESENT and DISCUSS an Overview of Facilities and a Potential Need for a New Bond**

Staff presented an overview of the district's facilities which included updated facility assessment and potential future bond election scenarios.

Superintendent Dr. Nelson expressed thankfulness for the opportunity to meet to discuss district facilities. Shared the district is fortunate the Fresno community has supported past bond measures for Fresno Unified and the district is very appreciative of that support. Commented a facilities program is crucial, the Board directed the Superintendent to create an equitable facilities program across the district. Tonight's presentation will provide an update on current facilities projects and to seek the Board's direction on next steps.

Paul Idsvoog welcomed everyone to the Facilities Board Workshop and introduced partners Lance Richards with MGT and Chet Wang with Keygent. Dr. Leigh Sata and Dr. Regina Stanback Stroud with RSSC arrived after introductions.

After the presentation, Board members had an opportunity to provide comments or ask questions. A summary is as follows:

**Member Davis:** Requested clarity as to how special education and alternative education were rated. Requested clarity as to what the designated category would be for a request for a changing table in a special education classroom. Requested clarity as to designated category for alternative education needs and or requests. Asked what rubric was used to assess alternative education. Requested clarity as to what industry standards were used, asked if there is a gold standard. Asked if there is an opportunity to rethink what the district is accustomed to.

For the record, Trustee Cazares left the meeting at 5:35 p.m.

Board President Islas read comments and questions on behalf of Student Member Aquino who was away attending a student event. Below is a summary of Student Member Aquino's comments and questions copied from a document he provided.

**Student Member Aquino:** Provided comments pertaining to the state of school restrooms, specifically, the unsanitary conditions, equipment is often broken and not properly cleaned. Asked what the plans for school restrooms are and if there are plans for more gender-neutral restrooms. Wrote that it is important that this district provides the needs for all students regardless of their identity and sexuality. Wrote it is very uncomfortable as a gay male to be in restrooms as students tend to make comments about someone from the LGBTQ community in the same environment as them. Asked if there are opportunities for the district to seek grants that would help provide more gender-neutral restrooms.

Asked if there are plans to improve the look of district schools? School sites in Fresno Unified School District have a scary and uninviting look to them. As simple as painting our schools with school colors can really develop a positive mindset for staff and students and develop strong school spirit. Painting can be something students do and that alone can save money. Students will take pride in their work and what they developed for the campuses. Removing the lockers at Hoover as they are being used for students to tag and break them open, they are an eye sore and haven't been used in years. I am sure we can all agree we need our campuses to look beautiful and not sad and depressing.

Asked if there are plans to create better pick up and drop off locations for parents? Hoover is constantly congested with heavy traffic, and it is unsafe for students who are walking as well as drivers on the road. A great amount of the work we would pay contractors or other individuals should be a learning opportunity for our students, as many do not go into college after high school and will be leaning toward the work force this will be a great opportunity to utilize our different pathways and clubs to benefit our sites. As small as planting fun and colorful plants in front of our school will be such a better feeling when entering the campus. I really do believe we need to stop seeking recognition in some of the things we bring to Fresno Unified and it's time for all to work together for our students.

**Clerk Wittrup:** Asked if the facilities assessment was only an assessment of

facilities without an equity lens. Asked once the facilities assessment is completed how is an equity lens applied. Asked if the Board will receive the findings for consideration. Commented there are facilities across the district that have substandard conditions, a school may look great but have elements within that are substandard. Commented on hope that areas of need are not overlooked. Expressed appreciation for the presentation.

**Member Thomas:** Commended staff for bringing someone in to help find equitable spaces. Commented has not felt confident on how things were done in the past. Spoke regarding Kirk Elementary School as it has been a red-zone school for a long time; work has been done at the site and now Kirk is much more appealing. The people in the community are happier with what they see except for the gates around the school which makes it feel as if one is in jail, but the gates keep people from going on campus to wash themselves so are needed. Proud of work that has been done.

Commented on a few issues that may arise in the future such as which property should go first. Commented the reds should go first and continue to need upgrades. Historically the work has not moved with haste which then affects product prices and labor costs. Trustee Thomas's expectation is for the work to move quickly to avoid cost factors. This is only approximately 20% of the money the district needs to complete projects as the district has a lot of needs. Commented in awe of the work that has been done and for providing an opportunity to meet for small group discussions. Had a great conversation which provided a sense of confidence in the work.

**Member Levine:** Expressed thanks for the RCSS team being here as they are a critical addition to the work. Asked in terms of the community engagement timeline is there anything around engagement that is happening before the potential bond or is it more of a post bond passing stage. Commented it is important to gather authentic community input and to build community trust so at the time of vote the community feels they have a stake in the project. Requested clarity on facilities condition scoring, and commented it is helpful to have the overall score and expressed appreciation to having the breakdown of rational per building. Talked about going to have a mixed bag, some sites will be strong in one area but have areas of need in other areas. Important to look at the granular level. Asked if athletic facilities fall under grounds assessment and if it is more than just the state of the athletic fields.

**Member Jonasson Rosas:** Apologized for not having been available to go in depth. Asked for clarity regarding the equity lens, commented she was under the impression the Board would get a report similar to the facilities score where facilities were scored red, yellow, green and there would be another column for equity. Commented she thought it would be more a mathematical calculation and what is proposed sounds very different. Asked what format will be used to provide feedback to Trustees, and what criteria will be used. Commented sometimes shiny

things capture the attention of our community, but how do we control for the “nuts and bolts” items that may not stand out as much on the surface. Inquired about how we can control those situations. How long does the process take. Asked if these processes could yield different or additional projects or substantially change current project lists.

Commented, each time the district goes for a bond the district identifies billions of dollars of needs and that the community loves the district and wants to invest, but I don’t know if the district asks for enough money. Commented on the need to be careful with the public’s trust but worries the score saying we have terrible facilities is approximately the same as last time and at some point, the public will ask why the score is the same when several bonds have been passed. Commented the district has not kept pace with facility needs versus what it asks for in bond measures. Commented the \$2.5 billion list of project needs is only based on the facilities score and may not be based on future plans of the Board. Commented the district definitely needs the equity lens and needs community buy-in, but the \$2.5 billion may only be approximately 80% of identified facility needs, so maybe the number is really \$3.5 billion. Commented when the district goes to the community and asks for \$500 million the number is significantly short and worries on losing the community’s trust. Asked for clarity if six is the max for one election. Commented the district has had similar presentations in the past and is concerned the district is falling farther behind in meeting facility needs and the voters will say what is going on, we have passed several bonds.

**Board President Islas:** Commented, a huge point for the district has been to have equity of access to air conditioning for all sites and that is still not achieved. Commented, when we think about cool it is not only air conditioning but also trees, and access to water. Commented the district has other environmental issues to be aware of such as air quality and the need for good filtration for students on campuses during the fire season. Commented, some campuses buttress up against freeways and ponding basins and need equity from a different lens and while the district can create barriers as fencing, this does not really address mitigation of the potential threats. Commented, a number of schools have reported problems with pests and the corrosion to cabinetry from the pests, the district cannot just look at the infrastructure as there are also “sub-things”. Commented it is important to look at the district’s geography and the district’s proximity to vulnerabilities experienced from environmental issues in the valley. Commented, often those vulnerabilities are not thought of holistically in assessments. Expressed love for the idea of looking from different lenses and would like to be sure to capture the specificity of our region and our needs. Addressed the point of the district continuing to cycle through these conversations each time they come around and commented it may be helpful to create some touchstone that reminds the Board of the priorities in relation to equity.

Commented there are a number of municipalities that have adopted equity tools in which future projects are evaluated to ensure priorities are maintained.

Commented on having seen a reshuffle of project priorities based on urgent and emergent needs and because of new opportunities and referenced the MASH center at Duncan as an example of maximizing resources available at the state level. Commented it was great and the right thing to do but when the Board continues to reshuffle projects it is why there are sites like Yosemite that do not have working air conditioners in the gym, coaching officing, locker room, and weightroom. Commented on the need to be conscious of how often projects are pushed back for some schools in the process of bringing new and innovative projects for other schools.

Commented on not limiting assessment of facilities to the curb, as campuses have spheres of attendance that are beyond the curb of the school and some of those spheres are areas not easily traversed, they do not have sidewalks, they do not have bike lanes, there are canals, there are freeway systems that intersect schools, and there are schools near liquor stores that have had shoot outs and bullets have been found on school grounds. Commented on there is enough evidence in terms of the shots fired in shot spotter where we know there are schools in closer proximity to gun violence and we have to be conscious of what materials are used and how schools are faced.

Commented that the areas in which the district needs to invest are evolving and the types of things the Board has to consider are things they are struggling with and in which new answers need to be found. Expressed appreciation for the work that has gone into these assessments, and commented there is more for the Board to consider as the district grows and more to consider in terms of the utilization of bond dollars once the district is able to successfully raise them.

**Member Thomas:** Commented she would be remiss to not acknowledge Cal Johnson who is here tonight and expressed appreciation for him as her predecessor as well as his service on the Bond Oversight Committee. Asked if it is possible to do another bond in 2026.

**Member Davis:** Asked if voters are asked if they are homeowners or renters. Asked if those numbers are as equally high as previous bonds.

**Member Jonasson Rosas:** Asked if the district could go for \$500 million in 2026.

**Clerk Wittrup:** Asked what will be done about deferred maintenance and if it is part of the bond or money the district sets aside. Commented as facilities age more a rainy-day fund is needed, and the district has not set aside money. Reinforced that drop off and pick up areas are at crisis points at some schools.

Paul Idsvoog, Alex Belanger, Lance Richards with MGT, Chet Wang with Keygent, Dr. Regina Stanback Stroud and Dr. Leigh Sata with RSSC were available to provide clarity.

### **OPPORTUNITY for Public Comment on Agenda Item**

For the record, the Board received two (2) requests to address the Board on the agenda item. The individual's name along with a summary of topic is as follows:

1. Debbie Darden: Thanked Superintendent Nelson for the invitation to attend. Advocated for rebuilding Kirk Elementary School which was built in 1908. Provided reasons to rebuild such as tree roots breaking the blacktop, no beautification for the site, small administration building. Commented the school needs to be torn down and rebuilt not renovated or painted.
2. Bob Mitchell: Expressed appreciation for Dr. Stanback Stroud being on board with the district. Commented Kirk Elementary School is very old and faces safety issues during drop-off and pickup. Commented the school is far beyond its useful state, when you go into classrooms there are partitions to try to make more space, it is not a positive environment. Commented is asking for a rebuild of Kirk due to the need, the safety factor and the students cannot be properly educated in current conditions. Asked why we are so far behind, why is it taking so long to get a new school in an area growing rapidly.

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

For the record, the Board received zero requests to address the Board during Unscheduled Oral Communications.

### **D. ADJOURNMENT**

Board President Islas ADJOURNED the workshop at 6:53 p.m.



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

**Fresno, California**

**June 14, 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 June 14, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

Board President Islas CONVENED the Regular Board Meeting at 4:40 p.m.

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

For the record, the Board received one (1) request to address the Board on Closed Session items. The individual's name along with summary of topic is as follows:

1. Carolina Simenovic: Spoke regarding the move of the Sunset Elementary School principal. Commented parents should be involved in the interview process. Requested resources for the site.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:46 p.m.

For the record, Trustee Thomas arrived at 5:16 p.m.

For the record Trustee Thomas left at 5:56 p.m.

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

For the record, Trustee Thomas returned at 6:43 p.m.

Board President Islas RECONVENED the meeting to Open Session at 7:06 p.m.

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

- On a motion by Board Member Thomas, seconded by Board Clerk Wittrup, the Board acted in Closed Session to promote Courtney Curtis to Principal V at Hoover High School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup. and Board President Islas.



## Reporting Out of Closed Session - continued

- On a motion by Board Member Davis, seconded by Board Clerk Wittrup, the Board acted in Closed Session to appoint Nancy Her, Principal II at Easterby Elementary by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. ABSENT: Board Member Thomas.
- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session to promote Pamela Taylor to Administrator in Curriculum Instruction & Professional Learning, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup. and Board President Islas. ABSENT: Board Member Thomas.
- On a motion by Board Clerk Wittrup, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Patrick Morrison, to Executive Director in the Special Education Department, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup. And Board President Islas. ABSENT: Board Member Thomas
- On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board acted in Closed Session to lateral Natanska Valtierra to Principal II at Addams Elementary School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup. and Board President Islas.
- On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board acted in Closed Session to appoint Paul Rosencrans to Director in Transportation, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup. and Board President Islas.
- On a motion by Board Member Cazares, seconded by Board Member Levine, the Board acted in Closed Session to promote Abigail Arii to Director in the Department of Prevention & Intervention, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup. and Board President Islas. ABSENT: Board Member Thomas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in closed session to approve dismissal charges for a classified employee, by a roll call vote of, 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson, the Board acted in closed session to approve dismissal charges for a classified employee, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

## PLEDGE OF ALLEGIANCE

Marie Williams Ed.D., led the Flag Salute.

## HEAR Report from Superintendent

- Tonight, is our first June Board meeting and please let me start by wishing everyone a happy LGBTQ+ Pride Month! Pride Month started as just a day over 50 years ago following the Stonewall Uprising where LGBTQ+ community members fought for their rights and equality. President Clinton was the first president to recognize June as Pride Month and we celebrate here at Fresno Unified each year as we call for unity, visibility, and equality for our LGBTQ+ community. Our students and staff marched in the annual Pride Parade and a few of our GSA leaders were even interviewed by Teen Vogue earlier this month!
- June also marks the end of our school year, topped off with tons of beautiful promotions, celebrations, and of course graduations. We are so proud of the thousands of Fresno Unified graduates and give our thanks to all who made our graduation ceremonies so beautiful. That includes the amazing community groups who made the first Latinx Graduation happen this year and continued the African American Graduation Celebration as well. Congrats to our graduates and their loved ones!
- With the conclusion of the school year, it also brings about the start of our summer academies which kicked off this week! We are hosting summer academies through June, with some of our programs lasting into July, at almost 90 of our school sites. Thank you to all the staff, teachers, and leaders who have come together to ensure our students have ample opportunities to continue their learning and make important academic gains over the summer. At all of those sites operating summer academies, we also have free summer meals available! Anyone ages 1 through 18 are welcome to our summer academy school sites between 11:00 a.m. and 1:00 p.m. on weekdays to eat lunch on our campuses. Summer break is no reason for our youth to lose access to healthy and nutritious meals. Check out our website at [www.fresnounified.org](http://www.fresnounified.org) for more information and a list of sites.
- The end of the school year also means we're already deep into planning for the upcoming 2023/24 school year! I encourage our staff to check out the Employee Zone newsletter as we have New Teacher Training, the PL Summit, and our Classified Fall Conference all coming up in early August! You won't want to miss these great training opportunities!
- Speaking of great training, we've also got lots of opportunities for our site leaders and teachers to become ParentSquare experts! You can find those options in the Employee Zone newsletter as well and can even reach out to Celeste Corona Arroyo in our Communications Office to set up customized on-site training for you and your teams anytime!
- I also want to make a few shoutouts tonight:
  - First, I want to say congratulations to the office teams at Wilson, Easterby, and Burroughs Elementary Schools for receiving the Golden Heart Award for Customer Service! The Golden Heart Awards are given quarterly based on customer service feedback from parents on staff

## HEAR Report from Superintendent - continued

friendliness, timeliness of response and professionalism. Stellar customer service is what our students and families deserve, and we are so proud of these schools for going above and beyond!

- Second, I'd like to shout out Edison graduate Samaria Simpson who received the single largest scholarship from Fresno Unified ever! Samaria received a \$4,500 scholarship plus enhancements due to Trustee Thomas' amazing Giving Tuesday fundraising for the Foundation – taking Samaria to more than \$10,000 in scholarships! Amazing work Samaria, and special thanks to Trustee Thomas! I am so proud of our Foundation for Fresno Unified Schools team, building our donor base and tripling the number and amount of scholarships we were able to award to the Class of 2023!
- Last, I want to shout out to our Communications and Media Teams for the hard work they are currently putting into our special graduation issue of the digital Faces of Fresno Unified Magazine! At the end of this month, we will release the graduation edition which will include a spread on every high school graduation, highlights of valedictorians and scholarship recipients from every school, and much more. Instead of one compilation video of all of our high school graduations, this year every single school will have their own graduation video featured in the digital magazine! A print version of the magazine will also be mailed out in July as a keepsake to every single scholarship recipient. As a quick teaser, let's take a look at Edison's graduation video.
- So, make sure to keep your eyes peeled for the graduation issue of Faces of Fresno Unified at the end of this month!
- Last, I want to remind all staff, students, and families that on Monday our district will be observing the Juneteenth holiday. Juneteenth is the oldest-known celebration marking the end of slavery in the United States. Even though the Emancipation Proclamation was made effective in 1863, it could not be implemented in places still under Confederate control. As a result, in the westernmost Confederate state of Texas, enslaved people would not be free until much later. Freedom finally came on June 19, 1865, when some 2,000 Union troops arrived in Galveston Bay, Texas. The army announced that the more than 250,000 enslaved black people in the state, were free by executive decree. This day came to be known as "Juneteenth," by the newly freed people in Texas. We're proud to be celebrating this holiday in our district and all offices and sites will be closed, including summer meals, on Monday, June 19.

## BOARD/SUPERINTENDENT COMMUNICATIONS

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

**Student Member Aquino:** Congratulated the Class of 2023! Commented on looking forward to the next chapter. Congratulated the GLS who created the first Latinx Graduation Ceremony. Thanked staff members at every school site. Shared this is the best year so far--can't wait to see what comes next.

## **BOARD/SUPERINTENDENT COMMUNICATIONS - continued**

**Member Jonasson Rosas:** Expressed appreciation for the binder provided by Teacher Development and made a request for bilingual teachers to be included in BCLAD credential program.

Commented on having received a board communication regarding restroom accessibility; however, closing restrooms is a problem and hopes the district can work over the summer to have a better plan in place for the next school year.

Commented the district should be able to gather student usage data pertaining to whether or not Tutor.com is useful and if it is providing the desired outcomes, not only hours of usage by students but are student grades improving. Requested the district talk with Tutor.com regarding access to the data before continuing to engage.

Commented had questions regarding data around A4 to be sure staff are assessing long-term effectiveness of programs.

**Member Thomas:** Shared Samaria received a full ride to Saint Aug., proud of the positive spaces in her life.

**Clerk Wittrup:**

**Board President Islas:** Congratulated all 2023 graduating seniors, and commented every school has a ceremony that is incredibly unique and shared the fireworks at McLane are very special. Provided personal congratulations and thank you to student board members Kristen Laus and Joseph Aquino. Commented on hearing spectacular reviews for the Latinx Graduation, thankful the district could be part of this event and hopeful it will continue to grow.

Commented on a somber note to raise an alarm and concern, in the past month the district lost two students to domestic violence. Commented our children need counsel, violence is never the answer. Encouraged those listening to seek help if they are experiencing violence in any form, please speak to a friend, teacher, counselor, the district does have resources to help. Commented it is especially important that no more lives are lost to these tragedies. Commented, equally important, if a student is having trouble managing anger or needs support with conflict resolution and peace making the district has resources to help in those areas as well. Encouraged people to reach out to someone they trust, do know the Board members care about you and your lives do matter.

## **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 Levine, seconded by Board Clerk Wittrup, the Board approved the Consent Agenda except for Agenda Items A-6, A-12, A-17, A-19, and A-21 which were pulled for further discussion, by a roll call vote of 7-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk 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 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-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 June 14, 2023, Regular Board Meeting.

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

**APPROVED as recommended**, the draft minutes for the May 10, 2023, regular Board meeting.

**A-4, APPROVE Comprehensive Safe School Plans for 2023/24**

**APPROVED as recommended**, the 2023/24 Comprehensive Safe School Plans for all schools.

**A-5, APPROVE the 2023/24 School Plans for Student Achievement**

**APPROVED as recommended**, the 2023/24 School Plans for Student Achievement (SPSA).

**A-6, APPROVE Position and ADOPT Job Description Executive Officer – Leadership Development and APPROVE Revision to the Certificated Management 261 Duty Days Salary Schedule for Executive Officer – Leadership Development**

**APPROVED and ADOPTED as recommended**, the job description of Executive Officer – Leadership Development and the revised Certificated Management 261 Duty Days Salary Schedule with Executive Officer – Leadership Development placement on E-30.

## **A. CONSENT AGENDA - continued**

For the record, Board Members had comments/questions pertaining to Agenda Item A-6. A summary is as follows:

Member Cazares: Requested clarity as to the fiscal impact for the position. Requested staff to include dollar amount on agenda items.

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

### **A-7, APPROVE Revised 2022/23 Classified Hourly Schedules**

**APPROVED as recommended**, the 2022/23 revised Classified Hourly Salary Schedules. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3548.

### **A-8, APPROVE Addendum to Agreement with CBIZ Valuation Group, LLC.**

**APPROVED as recommended**, an addendum to the agreement with CBIZ Valuation Group, LLC., for the provision of property insurance valuation and appraisal services for district facilities.

### **A-9, APPROVE Use of Individual Piggyback Contracts in 2023/24**

**APPROVED as recommended**, a list of piggyback contracts recommended for utilization by the district during 2023/24 for efficient and cost-effective procurement.

### **A-10, APPROVE Award of Bid 23-58, Exterior Painting at Various Sites**

**APPROVED as recommended**, information on Bid 23-58, Exterior Painting at Various Sites.

### **A-11, APPROVE Award of Bid 23-67, Bullard Talent K-8 School Site Improvements**

**APPROVED as recommended**, information on Bid 23-67, Bullard Talent K-8 School Site Improvements.

### **A-12, APPROVE Award of Request for Proposal 23-36, Safe Route Site Assessments**

**APPROVED as recommended**, information on Request for Proposal (RFP) 23-36, Safe Route Site Assessments.

For the record, Board Members had comments/questions pertaining to Agenda Item A-12. A summary is as follows:

## **A. CONSENT AGENDA - continued**

**Member Jonasson Rosas:** Commented on a concern with the cost of this agreement and it being limited to ten sites. Commented that Calwa Elementary School not being included is a huge miss. Asked if this agreement could be bifurcated in any way. Shared concern the district will spend approximately \$300,000 for the assessments and will then make recommendations on city infrastructure and the City of Fresno may say, that's nice. Asked where the bulk of this money will be spent and is there a way to focus on that which the district can control.

**Member Thomas:** Requested staff to make sure Board members know of community engagement. Commented on concern with cost at first glance and after reflection decided this amount of money could not be put on Rashad's life, and no longer have concerns.

**Member Cazares:** Echoed Trustee Thomas's comment, a price cannot be put on a student's life. Shared from work experience of consulting agreements and commented the cost of this agreement is not outlandish, the services included are professional engineers. Commented if the City has not addressed issues as much as the district would like then the district should look to the issues and of the work may flow into city rights-of-way which is not unusual and there is funding once work is identified.

**Clerk Wittrup:** Asked if this will work will address drop off and pick up areas at school sites. Commented on the need for this work.

**President Islas:** Commented this is an investment which will help the district save lives. Commented the assessment will be comprehensive and is needed as part of the district's due diligence to document failings at both the city and county levels, as it does not seem they will do the assessment. Commented it is important for the district to look for additional resources and grants to help build the infrastructure services to keep students safe. Commented if there is phasing of the assessment that reveals a need for additional equipment at the site, that those needs be brought to the Board sooner rather than later. Expressed disappointment that the vendor was not local. Commented on being aware of the city's response but stated a Public Service Announcement is helpful but is not the infrastructure that is needed. Commented students are being hit while walking in the crosswalks with the right-of-way. Commented there are areas where the district can work but there several areas in which the district needs the city's help.

On a motion by Board Member Cazares, seconded by Board Member Thomas, Agenda Item A-12 was approved by a vote of 7-0-0-0 as follows: AYES: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.



## **A. CONSENT AGENDA - continued**

### **A-13, APPROVE Award of Request for Proposal 23-40, Fresh Fruit, and Vegetable Program**

**APPROVED as recommended**, information on Request for Proposal 23-40, Fresh Fruit, and Vegetable Program to establish fixed pricing for delivery of fresh fruits and vegetables to 70 elementary school locations.

### **A-14, APPROVE Award of Request for Proposals 23-41, Fresh Produce**

**APPROVED as recommended**, is information on Request for Proposal (RFP) 23-41, Fresh Produce to establish fixed pricing for fresh produce in the district's breakfast, lunch and supersnack meal programs.

### **A-15, APPROVE Award of Request for Qualifications 23-53, Tree Services**

**APPROVED as recommended**, information on Request for Qualifications 23-53, Tree Services.

### **A-16, APPROVE Agreement with Education Elements - Wave Six Year Two and Three**

**APPROVED as recommended**, an agreement with Education Elements for Wave Six Expansion to ensure continued results in the partnership and to work alongside the district Personalized Learning Initiative team.

### **A-17, RATIFY Agreement with Education Elements - Wave Six Year One**

**RATIFIED as recommended**, an agreement with Education Elements for Wave Six Year One to ensure continued results in the partnership and to work alongside the district Personalized Learning Initiative team.

For the record, Board Members had comments/questions pertaining to Agenda Item A-17. A summary is as follows:

**Member Jonasson Rosas:** Underscored the need for agreements to specify the goal, the objective, and how success will be measured. Commented that this is not only for the Board's awareness but district accountability as well as the community's knowledge. Requested as the district moves forward, and as standard procedure all agreements to specify the goal, objective, and how success will be measured.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, Agenda Item A-17 was approved by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

### **A-18, RATIFY Agreement with Fresno County Superintendent of Schools - California Statewide Early Math Initiative Grant**

**RATIFIED as recommended**, an agreement with the Fresno Unified Early Learning Department and Fresno County Superintendent of Schools for Phase Two of the California Statewide Early Math Initiative (CAEMI).



## **A. CONSENT AGENDA - continued**

### **A-19, RATIFY Amended Agreement with the California Department of Social Services**

**RATIFIED as recommended**, an amendment to the agreement with the California Department of Social Services Child Care and Development Division.

For the record, Board Members had comments/questions pertaining to Agenda Item A-19. A summary is as follows:

Member Cazares: Requested staff to include more information pertaining to agenda items on the face of the agenda.

On a motion by Board Member Cazares, seconded by Board Member Davis, Agenda Item A-19 was ratified by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

### **A-20, RATIFY Purchase Orders from March 01, 2023, through March 31, 2023 – Primary Report**

**RATIFIED as recommended**, information on purchase orders issued from March 01, 2023, through March 31, 2023.

### **A-21, RATIFY Purchase Orders from March 01, 2023, through March 31, 2023 – Supplemental Report**

**RATIFIED as recommended**, information on purchase orders issued from March 01, 2023, through March 31, 2023.

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

“Agenda item A-21 on tonight’s Consent Agenda contains purchase orders for the Fresno County Economic Opportunities Commission (EOC). I have been employed by Fresno County EOC, which is a nonprofit corporation.

Additionally, item A-21 also contains purchase orders for California State University, Fresno, Fresno State Alumni Association, and Fresno State University 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 both Fresno EOC and Fresno State I have a remote financial interest in those contracts. Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item A-21 was approved by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSTENTIONS: Member Levine.

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

### **B-22, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2023/24 Local Control and Accountability Plan**

For the record, Board President Islas OPENED the public hearing at 8:00 p.m.

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

For the record, the Board received zero requests to address the Board on Agenda Item B-22.

For the record, Board President Islas CLOSED the public hearing at 8:01 p.m.

### **B-23, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2023/24 Proposed Budget and Education Protection Account**

For the record, Board President Islas OPENED the public hearing at 8:10 p.m.

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

For the record, the Board received zero requests to address the Board on Agenda Item B-23.

For the record, Board Members had comments and/or questions pertaining to Agenda Item B-23. A summary is as follows:

**Member Cazares:** Thanked agencies and organizations that provided feedback in the LCAP which gets built into the district budget. Requested clarity on information provided on slide No. 10 pertaining to Julie Halbert with Council of the Great City Schools returning for an update. Requested clarity as to where in the presentation are listed additional investments to sports facilities, coaching stipends, any other support for sport teams. Requested clarity as to where investments for ground keeping are listed. Requested clarity as to who decides how the additional investment is used and will actually go towards coaching stipends.

**Member Levine:** Thanked staff for opportunity to meet and ask questions. Commented on the strong interest from families and school communities in site-based student family resource pantries and asked if that resource is reflected in the budget. Asked if the district is still moving forward with the expansion of free FAX bus passes to middle school students and if investments have been made to the budget to cover the cost of communicating the expansion to families. Shared excitement for bus passes being available to students to participate in the Bulldog Bound program.

Patrick Jensen and Superintendent Nelson, Ed.D., were available to provide clarity.

For the record, Board President Islas CLOSED the public hearing at 8:23 p.m.

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

### **B-23a, PRESENT and DISCUSS the Literacy Task Force Recommendations**

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

For the record, the Board received zero requests to address the Board on Agenda Item B-23a.

For the record, Board Members had comments and/or questions pertaining to Agenda Item B-23a. A summary is as follows:

**Member Cazares:** Expressed appreciation for the work involved in the committee, workshops and community input gathering. Expressed appreciation that pillar goals include highlighting community partnerships and literacy networks. Encouraged staff to include training for parents as well and commented Parent University would be a great resource. Requested staff to be sure students using outside tutoring agencies are supported when transitioning out from tutoring services and identify what works for students. Encouraged district to use Hanover Research for qualitative data as this is one of the district's most important works. Expressed appreciation on the regional approach. Expressed the importance of gathering as much teacher input as possible as teachers will be the workforce implementing the plan.

**Clerk Wittrup:** Expressed excitement for the taskforce and the work done. Shared rooms were filled with enthusiasm and knowledge, skill, and background, it was a pleasure to attend. Commented it was fantastic to complete instructional walks and to see where school are at with reading instructional.

Commented the conceptual level is important to get the work started but it is really going to live in the details. Commented on the components which will be needed are good explicit first instruction, and although buy-in is needed there are areas that are non-negotiable, areas that are known to be best practices. Commented on the need for interventions for students that need extra help, this is not tutoring but specialized instruction specific to the student and to help bring the student up to grade level, these interventions must be monitored regularly in order to allow for quick adjustments if student is not responding to interventions.

Commented on a piece missing from the taskforce meetings where specialists with interventions and progress monitoring and asked that school psychologists be included in the work. Commented on the importance of the assessment piece of the work, commented students should be assessed regularly with consistency as if a student moves to a different school the new teacher will know exactly where student needs support. Commented the granular details will help the work thrive.

Commented it will look different from school to school, but the components and fidelity will be the same. Commented literacy coaches will be important to the work

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

as well as leveled readers. Requested to see different packages of work but all components covered within package. Commented on looking forward to what is coming and thanked staff for their work.

**Member Jonasson Rosas:** Echoed comments by Clerk Wittrup. Commented on parent engagement and asked that parents be provided tools to help with the literacy initiative as they will be partners in this work. Asked that student needs be met on different pathways. Asked to see goals, objectives, and benchmarks. Commented on schools and classes that are doing this work well and asked that they be spotlighted for their excellence as a form of learning and to capture all things that influence literacy, not only instruction.

**Board President Islas:** Commented on being glad to see this work before the Board. Commented on there being several Trustees who have experience in education and does appreciate staff as experts in their fields that want to present something that is digested so it is consumable for the Trustees but at the same time there is an oversimplification with the presentation that does not give the Trustees details, they need to see. Requested future presentations include more details.

Echoed strong recommendation to have teacher involvement and the importance of parent involvement, the district needs to be prepared to engage parents, to use strategies that are about adult education and build their capacity to help the district assist their children to be successful. Commented would like to see components of how the district is educating, informing, and bringing parents along to build literacy of the student population. Commented this needs to be in multiple languages and led by diverse people, leaders need to be efficient in communicating and engaging community and building trust so parents can embrace the campaign. Commented that every parent should know Fresno Unified is committed to every student reading by first grade.

**Member Thomas:** How will the district engage parents that may be difficult to engage. The message of every child reading by first grade needs to reach all of Fresno.

## **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. Maricela Ceja: Equity at Burroughs Elementary School in the dual immersion program.
2. Luz Lopez: Requested the district to reconsider the sibling preference for dual immersion program enrollment.

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

3. Bob Mitchell: Addressed the need for Edison High School to be painted. Requested the Board to make decision with equity in mind.
4. Octaviana Gonzalez: Shared concern pertaining to the move of the principal at Sunset Elementary School. Requested an opportunity for her son to attend Computech.
5. Carolina Simenovic: Spoke regarding the move of the Sunset Elementary School principal. Commented parents should be involved in the interview process. Requested resources for the site and attention to facility issues.

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

For the record, the Board was in receipt of five (5) item as follows:

**C-24, RECEIVE the California School Employees Association, Chapter 125, 2023/24 Initial Proposal to Fresno Unified School District**

**C-25, RECEIVE the Fresno Unified School District 2023/24 Initial Proposal to the California School Employees Association, Chapter 125**

**C-26, RECEIVE the California School Employees Association, Chapter 143, 2023/24 Initial Proposal to Fresno Unified School District**

**C-27, RECEIVE the Fresno Unified School District 2023/24 Initial Proposal to the California School Employees Association, Chapter 143**

**C-28, RECEIVE Proposed Revisions for Board Policies**

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 9:34 p.m.

Board President Islas RECONVENED the meeting to Open Session at 9:36 p.m.

## **Reporting Out of Closed Session**

- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Kimberly Villescraz to Executive Officer, Leadership Development, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup. and Board President Islas.

## **D. ADJOURNMENT**

Board President Islas ADJOURNED the meeting at 9:40 p.m.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 23-75, Authorizing Inter-Fund Loans for Cash Flow Purposes

**ITEM DESCRIPTION:** Included in the Board binders is Resolution 23-75 to authorize Fresno Unified School District to transfer funds as needed for cash-flow purposes and to repay those transactions as funds become available for the 2023/24 fiscal year. Education Code Section 42603 authorizes inter-fund transfer loans to cover such temporary cash flow transfers.

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

**PREPARED BY:** Kim Kelstrom,  
Executive Officer



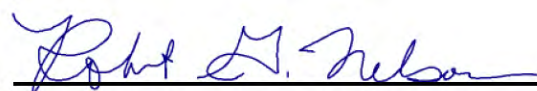
**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer



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**SUPERINTENDENT APPROVAL:**



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

**RESOLUTION NO. 23-75**

**RESOLUTION FOR ADOPTION** )  
In the Matter of Authorizing Inter-fund Loans )  
For Cash Flow Purposes )

**WHEREAS**, the Fresno Unified school district administers various funds; and,

**WHEREAS**, the Fresno Unified school district occasionally has cash shortages in its segregated funds at the county treasury; and,

**WHEREAS**, Education Code Section 42603 authorizes inter-fund loans to cover such temporary cash shortages including intra-fund loans in the Bond Interest and Redemption Fund;

**THEREFORE, BE IT RESOLVED** that the Governing Board of the Fresno Unified School District authorizes the District Administration to transfer or cause the Fresno County Auditor-Controller/Tax Collector-Treasurer to transfer, funds as needed for cash-flow purposes, including payment of debt service on District bonds, and to repay those transfers as funds become available for the 2023/24 school year.

**THE FOREGOING RESOLUTION WAS ADOPTED** upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, at a regular meeting of the Governing Board on the 21<sup>st</sup> day of June, 2023 by the following vote.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF FRESNO )

I, Susan Wittrup , authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 21<sup>st</sup> day of June 2023.

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Clerk of the Governing Board of  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 23-74, Approving the Self-Certifying Increased Micro-Purchase Threshold

**ITEM DESCRIPTION:** Included in the Board binders is Resolution 23-74, to approve the self-certifying increase of the micro-purchase threshold when utilizing federal funding. The current micro-purchase threshold which requires multiple quotes is \$10,000 or more. Pursuant to 2 C.F.R. Section 200.320, non-federal entities, including local public-school districts, may annually self-certify a micro-purchase threshold of up to \$50,000 if, (1) the non-federal entity qualifies as a low-risk auditee, (2) the non-federal entity has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, or (3) a higher threshold would be consistent with state law. The district meets all three criteria, and the state bid threshold is currently at \$109,300 increasing annually pursuant to PCC 20111(a).

The district recommends approval of the micro-purchase threshold increase as it represents the best interest of the district by reducing administrative time, expenses and preventing delays in the issuance of purchase orders for fiscal year 2023/24.

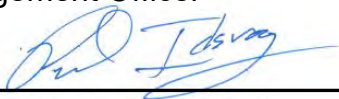
**FINANCIAL SUMMARY:** Adoption of the resolution has no direct fiscal impact.

**PREPARED BY:** Ann Loorz,  
Executive Director

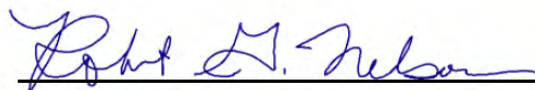
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

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

**SUPERINTENDENT APPROVAL:**



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**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 23-74 RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE FRESNO UNIFIED SCHOOL DISTRICT  
SELF-CERTIFYING INCREASED FEDERAL MICRO-PURCHASE THRESHOLD**

**WHEREAS**, pursuant to 48 C.F.R. section 2.101, an acquisition of supplies or services below the threshold of \$10,000 is, for the purpose of federal law, a “micro-purchase” which does not require formal procurement methods such as competitive bidding;

**WHEREAS**, the **FRESNO UNIFIED SCHOOL DISTRICT** (“District”) is currently bound by the federal micro-purchase threshold of \$10,000 for applicable transactions funded by federal funds;

**WHEREAS**, pursuant to 2 C.F.R. section 200.320, non-federal entities, including local public-school districts, may annually self-certify a micro-purchase threshold of up to \$50,000 if (1) the non-federal entity qualifies as a low-risk auditee, (2) the non-federal entity has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks, or (3) a higher threshold would be consistent with state law;

**WHEREAS**, the District may permissibly self-certify a higher micro-purchase threshold under the third potential justification set forth above because it would be consistent with state law, since California has higher thresholds. Specifically, California law requires competitive bidding of public project contracts above \$15,000, as further set forth in Public Contract Code section 20111, a copy of which is attached hereto as **Exhibit A**;

**WHEREAS**, for contracts and purchases for other goods and services, California generally requires competitive bidding for contracts and purchases over \$109,300. This threshold is in accordance with Public Contract Code section 20111(a), as has been adjusted pursuant to statute by the California Department of Education, as documented in the letter attached hereto as **Exhibit B**; and

**WHEREAS**, in accordance with the above, the District is justified in self-certifying a micro purchase threshold of \$50,000 for contracts other than public projects, and a threshold of \$15,000 for public projects.

1. The above recitals are true and correct.
2. The Board hereby self-certifies a limit of \$50,000 for federally funded micro- purchases that are not public projects provided that such purchases comply with all applicable laws.
3. The Board hereby self-certifies a limit of \$15,000 for federally funded micro- purchases that are public projects provided that such purchases comply with all applicable laws.

4. The Board hereby instructs District staff to retain this resolution, as well as its exhibits, for a period of three years, in accordance with 2 C.F.R. § 200.334.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 21<sup>st</sup> day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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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 21<sup>st</sup> day of June, 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 21<sup>st</sup> day of June, 2023.

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Clerk of the Board of Education  
Fresno Unified School District

## **EXHIBIT A**

### **California Public Contract Code section 20111**

(a) (1) The governing board of any school district, in accordance with any requirement established by that governing board pursuant to subdivision (a) of Section 2000, shall let any contracts involving an expenditure of more than fifty thousand dollars (\$50,000) for any of the following: (A) The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district.

(B) Services, except construction services.

(C) Repairs, including maintenance as defined in Section 20115, that are not a public project as defined in subdivision (c) of Section 22002.

(2) The governing board shall let the contract to the lowest responsible bidder who shall give security as the board requires, or else reject all bids.

(b) (1) The governing board shall let any contract for a public project, as defined in subdivision (c) of Section 22002, involving an expenditure of fifteen thousand dollars (\$15,000) or more, to the lowest responsible bidder who shall give security as the board requires, or else reject all bids. All bids for construction work shall be presented under sealed cover, and shall be accompanied by one of the following forms of bidder's security: (A) Cash.

(B) A cashier's check made payable to the school district.

(C) A certified check made payable to the school district.

(D) A bidder's bond executed by an admitted surety insurer, made payable to the school district.

(2) Upon award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the school district beyond 60 days from the time the award is made.

(c) Procurement bid solicitations and awards made by a school district approved to operate at least one federal nonprofit child nutrition program for purchases in support of those programs shall be consistent with the federal procurement standards in Sections 200.318 to 200.326, inclusive, of Part 200 of Title 2 of the Code of Federal Regulations. These awards shall be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor.

(d) This section applies to all equipment, materials, or supplies, whether patented or otherwise, and to contracts awarded pursuant to subdivision (a) of Section 2000. This section shall not apply to professional services or advice, insurance services, or any other purchase or service otherwise exempt from this section, or to any work done by day labor or by force account pursuant to Section 20114.

(e) Commencing January 1, 1997, the Superintendent of Public Instruction shall annually adjust the dollar amounts specified in subdivision (a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the prior fiscal year. The annual adjustments shall be rounded to the nearest one hundred dollars (\$100).

## EXHIBIT B

### Letter from the California Department of Education regarding Bidding Threshold



#### CALIFORNIA DEPARTMENT OF EDUCATION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • [WWW.CDE.CA.GOV](http://WWW.CDE.CA.GOV)

TONY THURMOND  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

December 20, 2022

Dear County and District Superintendents, County and District Chief Business Officials, and Charter School Administrators:

### Annual Adjustment to Bid Threshold for Contracts Awarded by School Districts

*Public Contract Code (PCC) Section 20111(a)* requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in PCC Section 20115, that are not public projects as defined in PCC Section 22002(c).

The State Superintendent of Public Instruction (State Superintendent) is required to annually adjust the \$50,000 amount specified in PCC Section 20111(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, Bureau of Economic Analyst (BEA) for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

Pursuant to the above calculation, and effective January 1, 2023, the State Superintendent has determined that the inflation adjusted bid threshold will increase from \$99,100 to \$109,300. Shown below are the inflation adjusted bid thresholds for the current and two prior years.

Calendar Year	Bid Threshold	Percentage Change in Implicit Price Deflator
2021	\$96,700	1.57%
2022	\$99,100	2.46%
2023	\$109,300	10.32%

Also note that public projects as defined in PCC Section 22002(c), such as construction or reconstruction of publicly owned facilities, have a lower bid threshold of \$15,000 that is not adjusted for inflation. For more information on bidding requirements for all projects, refer to PCC sections 20110 to 20118.4.

This letter is posted on the Office of Financial Accountability and Information Services Correspondence web page at <https://www.cde.ca.gov/fo/ao/cc/>.

If you have questions regarding this matter, please contact the Office of Financial Accountability and Information Services by email at [sacsinfo@cde.ca.gov](mailto:sacsinfo@cde.ca.gov).

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-6**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Adopt Resolution 23-76, Authorizing Fresno Unified School District to Pre-Qualify Prospective Bidders for Construction Contracts

**ITEM DESCRIPTION:** Included in the Board binders is Resolution 23-76, Authorizing Fresno Unified School District to Pre-Qualify Prospective Bidders for Construction Contracts. Assembly Bill (AB) 2031 requires pre-qualification of prospective bidders for public works projects costing one million dollars (\$1,000,000) or more for which the district uses funds received under the state school facilities program including any future state school bond.

Adoption of the standardized contractor and subcontractor questionnaire (attached to the resolution as exhibits), and uniform system of rating to evaluate submittals, will make Fresno Unified compliant with AB 2031. The questionnaires conform to the Department of Industrial Relations questionnaire based on Public Contract Code 20101. They apply to general contractors, and electrical, mechanical and plumbing subcontractors. Prequalification applications are to be submitted through Quality Bidders at <https://www.qualitybidders.com/>.

In addition to meeting the requirements of AB 2031, the district recommends approval of the pre-qualification program for prospective bidders on public works contracts as it represents the best interest of the district by reducing the use of unqualified and or inexperienced contractors leading to increased construction costs, prevailing wage violations, unsafe working conditions, and less than quality work. Prequalification is intended to help remedy these concerns. Fresno Unified has, and will continue to, pre-qualify contractors and or subcontractors as necessary on a project-by-project basis (for example, swimming pool subcontractors).


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

**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:**



**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 23-76 RESOLUTION OF THE BOARD OF TRUSTEES OF THE FRESNO  
UNIFIED SCHOOL DISTRICT  
IMPLEMENTING PRE-QUALIFICATION OF CONSTRUCTION CONTRACTORS AND  
DELEGATION OF AUTHORITY FOR IMPLEMENTING PRE-QUALIFICATION ON  
FUTURE PROJECTS**

**WHEREAS**, Public Contract Code Section 20111.5 authorizes the governing board of a school district to require that each prospective bidder for a construction contract complete and submit to the school district a standardized questionnaire and financial statement in a form specified by the school district ("Questionnaire"); and

**WHEREAS**, Public Contract Code Section 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to pre-qualify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000) or more; and

**WHEREAS**, the Questionnaire is required to include a complete statement of the prospective bidder's financial ability and experience in performing public works; and

**WHEREAS**, the Questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

**WHEREAS**, the Questionnaire is not a public record and is not to be opened to public inspection; and

**WHEREAS**, each Questionnaire submitted by a prospective bidder will be scored in accordance with an established point system; and

**WHEREAS**, Public Contract Code Sections 20111.5(b) and 20111.6 require any school district requiring prospective bidders to complete and submit a Questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed Questionnaire in order to determine the size of the contracts upon which each bidder will be deemed qualified to bid ("Uniform System"); and

**WHEREAS**, a school district may not accept a proposal from any potential bidder who is required to submit a Questionnaire in accordance with Public Contract Code Section 20111.6, but has not done so at least ten (10) days prior to the date fixed for receipt of bids, or has not been pre-qualified by the school district in accordance with Public Contract Code Section 20111.6(f) at least five (5) days prior to the date fixed for receipt of bids; and

**WHEREAS**, a school district may not accept a proposal from any potential bidder who is required to submit a Questionnaire in accordance with Public Contract Code Section 20111.5(a), but has not done so at least five (5) days prior to the date fixed for receipt of bids, or has not been pre-qualified by the school district in accordance with Public Contract Code Section 20111.5(b) at least one (1) day prior to the date fixed for receipt of bids; and

**WHEREAS**, Notwithstanding the foregoing recital, pursuant to Public Contract Code Section 20111.5(e), a school district may establish a process for pre-qualifying prospective bidders and may authorize their pre-qualification to be considered valid for up to one (1) calendar year following the date of initial pre-qualification;

**NOW THEREFORE, THE GOVERNING BOARD OF FRESNO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE:**

Section 1. In accordance with Public Contract Code Section 20111.5(a) and Public Contract Code 20111.6, the Governing Board ("Board") establishes a pre-qualification program for construction contracts that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, as well as any future projects where the District desires to pre-qualify contractors ("Pre-qualification Program").

Section 2. The Pre-qualification Program shall utilize the Questionnaires attached hereto as Exhibits "A" and incorporated herein.

Section 3. In accordance with Public Contract Code Sections 20111.5(b) and 20111.6, the Fresno Unified School District adopts the Uniform System of allocating points set forth in the document attached hereto as Exhibits "B" with respect to the District's review of any submitted Questionnaires. Any potential bidder who submits a Questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected.

Section 4. The Questionnaire shall be completed by any potential bidder in conformance with Public Contract Code Sections 20111.5 and 20111.6.

Section 5. With respect to construction contracts that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, and any future projects that require pre-qualification of contractors, each prospective bidder must be pre-qualified in conformance with the Pre-qualification Program prior to submitting a bid.

Section 6. In submitting any bids for construction contracts that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, and any future projects that require pre-qualification of contractors, the District will furnish each prospective bidder a standardized proposal form that when completed and executed, will constitute such potential bidder's bid ("Proposal").

Section 7. A Proposal shall not be accepted from any person or other entity for any construction contracts that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more who: (1) has not submitted a Questionnaire at least ten (10) business days prior to the date fixed for receipt of bids for such construction contract in accordance with Public Contract Code Section 20111.6(f); and (2) who has not been pre-qualified for at least five (5) days prior to the date fixed for receipt of bids for such contract, in accordance with Public Contract Code Section 20111.6(f).

Section 8. As to construction contracts outside the purview of Public Contract Code Section 20111.6 that require pre-qualification, a Proposal shall not be accepted from any person or other entity for any other construction contract who: (1) has not submitted a Questionnaire at least five (5) days prior to the date fixed for receipt of bids for such construction contract in accordance with Public Contract Code Section 20111.5(b); and (2) who has not been pre-qualified for at least one (1) day prior to the date fixed for receipt of bids for such contract, in accordance with Public Contract Code Section 20111.5(c).

Section 9. Once pre-qualified pursuant to this section, such pre-qualification shall be valid for up to one (1) calendar year following the date of initial pre-qualification.

Section 10. The Board hereby delegates to the District's Executive Director, Purchasing the authority to determine whether a potential bidder shall be considered pre-qualified.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 21st day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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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 21st day of June, 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 21st day of June, 2023.

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Clerk of the Board of Education  
Fresno Unified School District



**Step 1 — Pre-Qualification****Contractor  
Information**

- Firm Name\*
- Contact Person\*
- Address\*
- Phone Number\*
- Fax Number
- Email Address\*
- Contractor's License Number\*
  - Program links to Contractor's State License Board page for that license number
- Drop down menus to enter multiple License Classifications\*

**Business  
Certifications**

Select at least one business certification\*:

- Minority Business (MBE)
- Disadvantaged Business (DBE)
- Disabled Veteran Business (DVBE)
- Women Owned Business (WBE)
- Small Business (SBE)
- None

**Qualification**

Answer the Yes/No questions:

1. Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?\*
2. Does Contractor have a liability insurance policy in accordance with minimum State requirements?\*
  - If yes, a drop down form opens requesting amount of coverage.
3. Does Contractor have current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et Seq.?\*
4. Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?\*
5. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?\*
6. Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854?\*
  - If yes, drop down forms opens requesting more information (Contractor Registration Number\* and Expiration Date\*).

†Numbering is for reference only.

**Step 2 — General Requirements****Business Structure**

7. Select Business Type (drop down menu):
- Corporation (date Incorporated\*, under the laws of what state\*)
  - Partnership (date of formation\*, under the laws of what state\*)
  - Sole Proprietorship (date of commencement of business\*, person's name\*, construction company\*, dates of person's participation with company\*).

**Business Information**

8. Please upload a copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information. (Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is no more than 25 percent of the qualifying amount provided in section 14837(d)(1). As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.)

**Note:** A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.\*

- A checkbox is featured; By checking this box, I certify that my business qualifies as a small business as defined in GC 14837(d)(1) and an exempt from this requirement. If checked the Financial Statements upload form is removed.
9. Has your firm or any firm with which any of your company's owners, officers or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?\*
- If yes, a drop down form opens requesting more information (name of company\*, name of the person within your firm who was associated with that company\*, year of event\*, owner of the project\*, project name\*, and basis for the action).
10. Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?\*
- If yes, a drop down form opens requesting more information (year of the event\*, name of owner\*, project name\*, and basis for the finding by the public agency).
11. The following three questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about pass-through disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

<sup>†</sup>Numbering is for reference only.

12. Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?\*
- If yes, a drop down form opens requesting more information (project name\*, date of claim\*, name of claimant\*, brief description of the nature of the claim, the court in which the case was filed\*, a brief description of the status of the claim).
13. Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?\*
- If yes, a drop down form opens requesting more information (project name\*, date of claim\*, name of entity (or entities) against whom the claim was filed\*, brief description of the nature of the claim, the name of the court in which the case was filed\*, brief description of the status of the claim).
14. Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.\*
- If yes, a drop down form opens requesting more information (owner's name\*, name of your bonding company\*, original contract value\*, value of the work terminated\*, brief explanation of the circumstances leading to the termination).
15. Has your firm ever agreed with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?\*
- If yes, a drop down form opens requesting more information (name of public entity\*, year of agreement\*, period of time during which your firm agreed not to bid\*).
16. Has any surety company ever made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?\*
- If yes, a drop down form opens requesting more information (amount of such claim\*, name of claimant\*, telephone number of claimant\*, date of claim\*, grounds for the claim, present status of claim\*, date of resolution of such claim if resolved\*, method by which claim was resolved if resolved\*, nature of the resolution\*, amount of resolution\*).
17. Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?\*
- If yes, a drop down form opens requesting more information (name of people involved\*, name of public agency\*, date of investigation\*, grounds for the finding, name of claimant\*, telephone number of claimant\*).
18. Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?\*
- If yes, a drop down form opens requesting more information (name of people involved\*, name of public agency\*, date of conviction\*, grounds for conviction).

\*Numbering is for reference only.

19. Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?\*
- If yes, a drop down form opens requesting more information (name of person or persons convicted\*, name of the court (include the name of the county if a state court or the district or location if federal court)\*, year of the event\*, description of criminal conduct).
20. Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?\*
- If yes, a drop down form opens requesting more information (date when your firm was denied coverage\*, name of company or companies which denied coverage, the period during which no surety bond was in place\*).
21. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?\*
- If no, please upload a statement from your workers' compensation insurance carrier verifying coverage for the last five years (include dates and policy numbers on carrier letterhead) by pressing the 'ADD STATEMENT' button. If your firm has been in business for less than five years, upload a statement from your workers' compensation insurance carrier verifying continuous coverage for the period your firm has been in the construction business.\*

<sup>†</sup>Numbering is for reference only.

**Step 3 — History and Performance*****Company History***

22. Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.\*
- If yes, a drop down form opens requesting more information (year of change in ownership\* and area to provide explanation).
23. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?\*
- If yes, a drop down form opens requesting more information (area to provide explanation).\*

**Note:** Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner or officer of your firm holds a similar position in another firm.

24. Are any corporate officers, partners or members connected to any other construction firms?\*
- If yes, a drop down form opens requesting more information (area to provide explanation).\*

**Note:** include information about other firms if an owner, partner or officer of your firm holds a similar position in another firm.

25. Gross revenues (drop downs to add three or more years of gross revenues) If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the 'ADD GROSS REVENUE YEAR / AMOUNT' button to add revenues for each year.\*
26. How many years has your organization been in business in California as a contractor under your present business name and license number?\*
- Drop down selection menu
27. Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed\*
- If yes, an upload form is added to attach bankruptcy petition by pressing the 'ADD BANKRUPTCY PETITION' button.
28. Was your firm in bankruptcy at any time during the last five years? If so, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued\*
- If yes, an upload form is added to attach bankruptcy petition or discharge order.

<sup>†</sup>Numbering is for reference only.

**Licenses**

29. If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- A text box is provided to enter the required information.
30. Has your firm changed names or license number in the past five years?\*
- If yes, drop down area opens to provide explanation, including the reason for the change.
31. Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?\*
- If yes, drop down area opens to provide explanation, including the reason for the change.

**Disputes**

32. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?\*
- If yes, drop down opens: Enter information about projects in which your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner. Press the 'Add Project' button to add additional projects. Each drop down form is requesting name of project\*, owner's name\*, owner's address\*, date of completion of the project\*, amount of liquidated damages assessed\*, further explanation\*.
33. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?\*
- If yes, a drop down form opens requesting more information (name of insurance carrier\*, form of insurance\*, year of the refusal\*).
34. In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?\*
- If yes, a drop down form opens up requesting more information (name of project\*, dollar value of project\*. Yes/No option: Did any Stop Payment Notice result in a claim against your Payment Bond?\*).

**Bonding**

35. Firm's current maximum bonding capacity\*
36. Provide the name and address of your bonding company\*
37. Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?\*
- If yes, provide percentage firm was required to pay\* (drop down menu to select percentage and area for explanation).
38. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds.\*
- Area to provide explanation.

<sup>†</sup>Numbering is for reference only.



**Compliance**

39. Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?\*
- If yes, number of CAL OSHA penalties\* (drop down selection menu) and area to provide description of citation, dates of citation\*, area to provide nature of violation, name of project\*, amount of penalty paid\*. Yes/No option: Was citation appealed to the Occupation Safety and Health Appeals Board?\* If yes, drop down form opens up for case number\*, status of decision\*, decision\*, date of decision\*.
40. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?\*
- If yes, number of Federal Occupational Safety and Health Administration citations\* (drop down to select number), area for description of citation(s), and the date of citation\*.
41. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?\*
- If yes, drop down for number of citations\* (select number), area for description of citation(s), and date of citation\*.
42. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?\*
- Drop down menu to select frequency (weekly, monthly, quarterly, other).
43. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years.\* Press the 'ADD EMR RATE' button to add each year\* and select the rate\*.
44. Please upload a copy of your most recent EMR letter(s)\* Press the 'ADD EMR LETTER' button to upload a letter (or letters) from your broker that verifies your EMR rates for last three years.
45. Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? If the answer is yes, enter one or more wage violations by pressing the 'ADD STATE WAGE VIOLATION' button below NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.\*
- If yes drop down opens for name of project\*, nature of violation\*, public agency name\*, number of unpaid employees\*, penalty and back wages paid\*. Press 'ADD STATE WAGE VIOLATION' button to add additional violations.

<sup>†</sup>Numbering is for reference only.

46. During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?\*
- If yes, drop down form opens: Number of occasions in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements. Drop down menu to select number and area to add description of each violation, name of project\*, date of completion\*, name of public agency\*, number of employees who were initially underpaid\*, amount of back wages and penalties required to pay\*.
47. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?\*
- If yes, drop down opens for number of apprenticeship law violations\* (select number) and date(s) of such findings\*.

<sup>†</sup>Numbering is for reference only.



**Step 4 — Recent Construction Projects*****Project History***

48. Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. If you are a general contractor, list projects that your firm performed as the general contractor in charge of all trades for the construction of a building. If you are a M/E/P contractor, list your largest projects in both categories. "Largest" means highest contract dollar value, including change orders. Reference names and phone numbers must be current and verifiable. Provide email addresses for all references where feasible. Press the 'ADD PROJECT' button to add detailed information about each relevant project your company has worked on.\*

- Project name\*
- Project type\*
- Location\*
- Owner\*
- Owner Contact (Name and Current Phone #)\*
- Owner Contact Email\*
- Architect or Engineer\*
- Architect or Engineer Contact (Name and Current Phone #)\*
- Architect or Engineer Contact Email
- Construction Manager\*
- Construction Manager Contact (Name and Current Phone #)\*
- Construction Manager Email
- Description of Project, Scope of Work Performed\*
- Total Value of Construction (including change orders)\*
- Original Value of Construction\*
- Original Scheduled Completion Date\*
- Time extensions granted (# of days)\*
- Actual date of completion

†Numbering is for reference only.

**Step 5 — Finish**

***District Requirements***

Select at least one district to send this application to. When the application is submitted each district that is selected below will receive an email notifying them of your application.

***Additional District Requirements***

The districts can create additional requirements in the Admin / Pre-Qual settings.

***Submit Application***

Before the contractor can submit the application; they are prompted to agree to the following:

- “I certify and declare that I have read all the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.”

**Note to contractor:** Once your application has been submitted you will no longer be able to make modifications unless it is returned to you by a district for corrections or updates.

<sup>†</sup>Numbering is for reference only.

### Quality Bidders Scoring Summary

To conduct pre-qualification of contractors, California requires the district school board to adopt a uniform rating system. The Quality Bidders application produces a score that can be used, along with financial statements, reference checks, and added district requirements, to aid and facilitate whatever uniform rating system the school board adopts.

*Districts can modify the scale of individual questions if need be.*

The Quality Bidders application is a five-step questionnaire:

- Step 1 is contractor information, certifications, and qualifications.
- Step 2 is general requirements. **Answers are scored.**
- Step 3 is history and performance. **Answers are scored.**
- Step 4 is recently completed projects and references.
- Step 5 is additional district requirements and certification/declaration that the responses are true and correct.

*Colbi Technologies offers a premium service to conduct reference check interviews.*

Only completed applications can be submitted.

### Information Required to Submit Application (Step 1)

#### Contractor Information

<b>Required</b>	Firm Name
<b>Required</b>	Contact Person
<b>Required</b>	Address
<b>Required</b>	Phone Number
<b>Required</b>	Email Address
<b>Required</b>	License Number and Classification

#### Business Certifications

<b>Required</b>	Select at least one business certification: Minority Business (MBE), Disadvantaged Business (DBE), Disabled Veteran Business (DVBE), Women Owned Business (WBE), Small Business (SBE), None
-----------------	--

#### Required Response

#### Qualification (Questions)

<b>Yes</b>	Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?
<b>Yes</b>	Does Contractor have a liability insurance policy in accordance with minimum State requirements? (Amount of Coverage)
<b>Yes</b>	Does Contractor have current workers compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.?
<b>No</b>	Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
<b>No</b>	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years?
<b>Yes</b>	Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854? (Contractor Registration Number & Expiration Date)

**Prime Contractor Scoring Summary**

<b>135 available points</b>	<b>Category</b>	<b>Points Available</b>
<b>passing requires 75%</b>	Qualification/Licenses	<b>5</b>
<b>or 101.25 points</b>	Business Information	<b>50</b>
	Company History	<b>15</b>
	Disputes	<b>20</b>
	Bonding	<b>5</b>
	Compliance	<b>40</b>

**Prime Contractor Scoring Detail (Steps 1, 2, and 3)**

<b>Available</b>	<b>Qualification (5 points available)</b>				
<b>5</b>	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years?				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				
<b>Available</b>	<b>Business Information (50 points available)</b>				
<b>5</b>	Has your firm or any firm with which any of your company's owners, partners or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				
<b>5</b>	Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				
<b>5</b>	Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				
<b>5</b>	Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				
<b>5</b>	Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.				
	<table> <tr> <td><b>5</b></td><td><b>No</b></td></tr> <tr> <td><b>0</b></td><td><b>Yes</b></td></tr> </table>	<b>5</b>	<b>No</b>	<b>0</b>	<b>Yes</b>
<b>5</b>	<b>No</b>				
<b>0</b>	<b>Yes</b>				

- 5** Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

- 5** Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

- 5** Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

- 5** Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

- 5** Within the last five years has there been a period when your firm had employees but was without workers compensation insurance or state-approved self-insurance? If No, please upload a statement by your current workers compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, upload a statement by your workers compensation insurance carrier verifying continuous workers compensation insurance coverage for the period that your firm has been in the construction business.)

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

**Available****Company History (15 points available)**

- 5** How many years has your organization been in business in California as a contractor under your present business name and license number?

<b>5</b>	<b>Six years or more</b>
<b>4</b>	<b>Five years</b>
<b>3</b>	<b>Four years</b>
<b>2</b>	<b>Three years</b>
<b>1</b>	<b>Two years or less</b>

- 5** Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed

<b>5</b>	<b>No</b>
<b>0</b>	<b>Yes</b>

5

Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued

5	No
0	Yes

Available

Disputes (20 points available)

5

At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

5	No
0	Yes

5

In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

5	No
0	Yes

5

In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?

5	No
0	Yes

5

Did any Stop Payment Notice result in a claim against your Payment Bond?

5	No
0	Yes

Available

Bonding (5 points available)

5

Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?

5	No
5	Less than 1%
4	1 – 1.25%
3	1.26 – 1.5%
0	Greater than 1.5%

Available

Compliance (40 points available)

5

Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?

5	No
0	Yes

5

Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

5	No
0	Yes



5

Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

5	No
0	Yes

5

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5	Weekly
4	Monthly
2	Quarterly
0	Other

5

List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.

5	EMR 0.95 or less
3	EMR 0.96 – 1.00
0	EMR 1.01 and up

*\*Score based on worst EMR rate.*

5

Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

*NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*

5	No
0	Yes

5

During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

5	No
0	Yes

5

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

*If average gross revenues is more than \$2 million*

5	No
5	Yes, 1–2 instances
2	Yes, 3 instances
0	Yes, 4+ instances

*If average gross revenues is \$2 million or less*

5	No
5	Yes, 1–2 instances
3	Yes, 3 instances
0	Yes, 4+ instances

## Sub Contractor Scoring Summary

	Category	Points Available
<b>70 available points</b> passing requires 75% or <b>52.5 points</b>	Company History	15
	Disputes	15
	Compliance	40

## Sub-Contractor Scoring Detail (Steps 2 and 3)

Available	Company History (15 points available)										
5	<p>How many years has your organization been in business in California as a contractor under your present business name and license number?</p> <table border="1"> <tr><td>5</td><td>Six years or more</td></tr> <tr><td>4</td><td>Five years</td></tr> <tr><td>3</td><td>Four years</td></tr> <tr><td>2</td><td>Three years</td></tr> <tr><td>1</td><td>Two years or less</td></tr> </table>	5	Six years or more	4	Five years	3	Four years	2	Three years	1	Two years or less
5	Six years or more										
4	Five years										
3	Four years										
2	Three years										
1	Two years or less										
5	<p>Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
5	<p>Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
Available	Disputes (15 points available)										
5	<p>At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
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0	Yes										
5	<p>In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
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0	Yes										
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0	Yes										



Available	Compliance (40 points available)								
5	<p>Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?</p> <table border="1"> <tr> <td>5</td> <td>Weekly</td> </tr> <tr> <td>4</td> <td>Monthly</td> </tr> <tr> <td>2</td> <td>Quarterly</td> </tr> <tr> <td>0</td> <td>Other</td> </tr> </table>	5	Weekly	4	Monthly	2	Quarterly	0	Other
5	Weekly								
4	Monthly								
2	Quarterly								
0	Other								
5	<p>List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.</p> <table border="1"> <tr> <td>5</td> <td>EMR 0.95 or less</td> </tr> <tr> <td>3</td> <td>EMR 0.96 – 1.00</td> </tr> <tr> <td>0</td> <td>EMR 1.01 and up</td> </tr> </table> <p><i>*Score based on worst EMR rate.</i></p>	5	EMR 0.95 or less	3	EMR 0.96 – 1.00	0	EMR 1.01 and up		
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0	EMR 1.01 and up								
5	<p>Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?</p> <p><i>NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.</i></p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								

5

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

<i>If average gross revenues is more than \$2 million</i>	
5	No
5	Yes, 1–2 instances
2	Yes, 3 instances
0	Yes, 4+ instances
<i>If average gross revenues is \$2 million or less</i>	
5	No
5	Yes, 1–2 instances
3	Yes, 3 instances
0	Yes, 4+ instances

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Position and Adopt Job Description Senior Interpreter – Translator (Spanish) and Senior Interpreter – Translator (Hmong) and Classified Hourly Salary Schedule

**ITEM DESCRIPTION:** Included in the Board Binders are the following:

- The job description of Senior Interpreter – Translator (Spanish) and Senior Interpreter – Translator (Hmong). This position is responsible for providing English/Spanish and/or English/Hmong interpretation services for parents, students, and staff; translation of technical, educational, legal, and general materials between English/Spanish and/or English/Hmong; and providing related work as required. This position is designated Classified, Non-exempt, and placed G-45 of the Classified Hourly Salary Schedule.
- The Classified Hourly Salary Schedule with Senior Interpreter – Translator (Spanish) and Senior Interpreter – Translator (Hmong) placement on G-45.

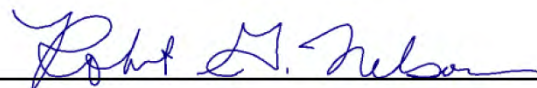
**FINANCIAL SUMMARY:** There is no fiscal impact at this time.

**PREPARED BY:** Manjit Atwal,  
Manjit Atwal

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

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

**SUPERINTENDENT APPROVAL:**



# FRESNO UNIFIED SCHOOL DISTRICT

## Position Description

<b>TITLE:</b>	Senior Interpreter - Translator (Spanish Language) Senior Interpreter – Translator (Hmong Language)	<b>REPORTS TO:</b>	Assigned Supervisor
<b>DEPARTMENT:</b>	Translation & Interpretation Services	<b>CLASSIFICATION:</b>	Classified
<b>FLSA:</b>	Non-Exempt	<b>WORK YEAR:</b>	Varies
<b>BOARD APPROVAL:</b>		<b>SALARY:</b>	G-45/CSEA 125 Salary Schedule

### Basic Function:

Under general direction of an assigned supervisor, provide English/Spanish and/or English/Hmong interpretation services for parents, students and staff; translate technical, educational, legal, and general materials between English/Spanish and/or English/Hmong; provide related work as required.

### Definitions:

- An interpreter provides an oral translation of one language into another (e.g., Spanish to English).
- A translator changes written materials in one language to the written form of another language.

### Fluency Skills:

- Incumbents will be asked to demonstrate Fluency skills and proficiency in the below stated styles of interpretation and translation:
- Simultaneous Interpretation- *Message from source in real-time.*
- Consecutive Interpretation- *Exact message delivery with no interruptions before pauses.*
- Medical/ Legal/Educational Translation- *Demonstrate proficiency of word usage in medical, legal and educational settings.*

**REPRESENTATIVE DUTIES: (Persons employed in this position may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge or abilities with this classification, but is intended to accurately reflect the principal job elements.)**

Accurately transcribe confidential district documents, prepare written translations of speeches, formal agendas, psychological assessments, websites, Individualized Educational Plans (IEPs), legal materials, workbooks, news articles, examinations, and other instructional and educational materials, bulletins, correspondence, minutes, and forms. *E*

Provide verbatim translations of formal and informal meetings using idiomatic expressions when appropriate and necessary to ensure accurate and effective message content and intent transmissions. *E*

Provide in person or over the phone, simultaneous, consecutive, or sight interpretations at school, community, and District meetings concerning legal situations, such as (IEP) meetings, expulsion/

suspension hearings, Education Service Center trainings, meetings, and interactions with the public. *E*

Adapt translations to students' cognitive and grade levels, collaborate with educational team members as necessary. *E*

Review translated material submitted by District personnel and other Translator-Interpreters and edit for accuracy of meaning, content, and intent, grammar, and syntax. *E*

Lead and orient the work of others in the localization of language and centralized use of language developments. *E*

Answer inquiries and interpret and explain words and phrases for meaning and appropriateness. *E*

Represent the District when responding to inquiries from parents and the public regarding bulletins, memos, and other pieces of correspondence. *E*

Support new research and developments that influence language. *E*

Collaborate with others to streamline localization of language practices. *E*

Train, orient, and edit the work of other employees, and follow up to assure completion of staff work. *E*

Follow ethical codes and District guidelines that protect the confidentiality of information and assigned meetings and materials. *E*

Research, implement, and troubleshoot software and hardware that assist in language services. *E*

Use, distribute, and maintain headsets and microphones used during oral interpretation assignments. Oversee translation equipment check-out, use, and inventory. *E*

Use office computers in preparation of translations. Use headphones and advanced software to perform language support duties. *E*

May assist and support staff in the development and preparation of site communications to the public, including articles, press releases, and communiques.

Perform related duties as assigned.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and bachelor's degree from a recognized college or university and three years of experience composing, editing, and translating materials in English/Spanish and/or English/Hmong and providing immediate oral interpretations during group meetings and in one-to-one situations preferably in a school district or public institution. Qualifying experience of five (5) years may be substituted for the required education on a year-for-year basis

providing that a recognized certificate demonstrating proficiency in the designated language can be presented.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license. Pass Fresno Unified School District's (FUSD) language proficiency test in the designated language or present a recognized certificate of proficiency in the designated language. Pass FUSD internal written practicum and fluency exam in the designated language.

**KNOWLEDGE AND ABILITIES:****KNOWLEDGE OF:**

Correct grammar, spelling, punctuation, syntax and idiomatic usage of English and the designated foreign language.

English and the designated foreign language equivalent translations of general, technical and subject-matter terms.

Oral and written communication skills.

Telephone techniques and etiquette.

Office procedures, methods, and equipment including but not limited to computers, copiers, interpretation and translation equipment and current software programs.

Interpersonal and intrapersonal skills using tact, patience and courtesy.

Objectives, organization, policies and programs of the District.

**ABILITY TO:**

Maintain confidentiality of sensitive information.

Listen to English and speak in the designated language simultaneously.

Work without technical supervision and take responsibility for accuracy of translation.

Speak in public meetings.

Work effectively with District personnel and the public.

Communicate, understand and follow both oral and written directions effectively.

Establish and maintain cooperative and effective working relationships with a diverse range of people.

Learn new or updated computer systems and programs, and interpretation and translation equipment to apply to current work, as trained.

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

Actively participate in meeting District goals and outcomes.

Apply integrity and trust in all situations.

Learn District organization, operations, policies, objectives and goals.

**WORKING CONDITIONS:****ENVIRONMENT:**

Indoor and outdoor work environment including office and/or school setting and meeting venues; driving own vehicle to conduct work; occasional temperature changes; repetitive activities.

**PHYSICAL ABILITIES:**

With reasonable accommodations, if necessary, sitting, walking or standing for extended periods of time; dexterity to operate a computer and other office equipment, and interpretation and translation equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally to retrieve and store files; hearing and speaking to exchange information and interpret; seeing to read and write, and to provide interpreting and translation services.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

***E = Essential Functions***

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G01</b>	Noon-time Assistant	NTA2	\$15.5000				
Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G18</b>	Paraprof, PE/Athletics	W041	\$15.5000	\$15.5000	\$15.9759	\$16.7452	\$17.5973
<b>G19</b>	Office Clerk	W073	\$15.5000	\$15.5000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
<b>G20</b>	Office Assistant I	W056	\$15.5000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
<b>G22</b>	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
<b>G23</b>	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G23</b>	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
<b>G24</b>	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
<b>G25</b>	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
<b>G26</b>	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

# FRESNO UNIFIED SCHOOL DISTRICT

## Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G32</b>	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
<b>G33</b>	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
<b>G34</b>	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

# FRESNO UNIFIED SCHOOL DISTRICT

## Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G42</b>	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Photographer/Media Technician/Driver	W265					
<b>G43</b>	Network Technician I	W192	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
<b>G44</b>	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
<b>G45</b>	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
	Senior Interpreter - Translator (Spanish Language)	W266					
	Senior Interpreter - Translator (Hmong Language)	W267					
<b>G46</b>	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
<b>G47</b>	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
<b>G51</b>	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

Year 2022-23

6% increase effective 7/1/2022

Board approved **PENDING**

Page 8 of 10

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

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G55</b>	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~February 22, 2023~~ June 22, 2023

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Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-8**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Revised 2022/23 Classified Hourly, Classified Food Services Hourly and Extra Pay/Extra Services Salary Schedules and 2023/24 Classified Food Services Hourly Salary Schedule

**ITEM DESCRIPTION:** Included for the Board's consideration and approval are the following salary schedules:

- 2022/23 Revised Classified Hourly Salary Schedule
  - Effective 7/01/2022
- 2022/23 Revised Classified Hourly Salary Schedule
  - Effective 11/01/2022
- 2022/23 Revised Classified Hourly Salary Schedule
  - Effective 1/01/2023
- 2022/23 Revised Classified Food Services Hourly Salary Schedule
  - Effective 7/01/2022
- 2022/23 Extra Pay/Extra Services Salary Schedule
  - Effective 7/01/2022
- 2023/24 Classified Food Services Hourly Salary Schedule
  - This is in accordance with the Side Letter Agreement between the Fresno Unified School District and the California School Employees Association and its Chapter #143 regarding the parties' negotiated agreement for salary range adjustments for Nutrition Service Operators and Food Service Operators. This reflects grade movement and change effective 7/01/2023, as follows:
    - Nutrition Service Operator Grade change from Grade F-09 to Grade F-10
    - Elimination of Food Service Operator Classification F-10 and job F-015

The reason for bringing the Classified Hourly, Classified Food Services Hourly and Extra Pay/Extra Services salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

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

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

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

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

**SUPERINTENDENT APPROVAL:**



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G01</b>	Noon-time Assistant	NTA2	\$15.0000				
Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G18</b>	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
<b>G19</b>	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
<b>G20</b>	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
<b>G22</b>	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
	School Office Assistant	W060					
<b>G23</b>	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

# FRESNO UNIFIED SCHOOL DISTRICT

## Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G23</b>	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
<b>G24</b>	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
<b>G25</b>	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
<b>G26</b>	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G26</b>	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
<b>G27</b>	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	Secretary I	W159					
<b>G28</b>	Special Ed Office Assistant	W214					
	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
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	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					
	School Office Manager Elementary	W140					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G32</b>	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
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<b>G33</b>	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
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<b>G34</b>	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager - Middle	W142					
	School/Community Liaison	W137					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist						
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	License Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G42</b>	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
<b>G43</b>	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
<b>G44</b>	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
<b>G45</b>	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
<b>G46</b>	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
<b>G47</b>	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
<b>G51</b>	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

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Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interepreter Itinerant	W091					
	DHH Sign Interepreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

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2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- Annual \$500 for BA +90\*
- Annual \$1000 for Master's\*
- Annual \$1500 for earned Doctorate\*
- \*Credit for only one degree will be given

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G01</b>	Noon-time Assistant	NTA2	\$15.0000				
Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G18</b>	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
<b>G19</b>	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
<b>G20</b>	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
<b>G22</b>	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
	School Office Assistant	W060					
<b>G23</b>	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

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Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G23</b>	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
<b>G24</b>	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
<b>G25</b>	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
<b>G26</b>	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

# FRESNO UNIFIED SCHOOL DISTRICT

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Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G26</b>	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
<b>G27</b>	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	Secretary I	W159					
<b>G28</b>	Special Ed Office Assistant	W214					
	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

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Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					
	School Office Manager Elementary	W140					



# FRESNO UNIFIED SCHOOL DISTRICT

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Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G32</b>	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
<b>G33</b>	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
<b>G34</b>	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

# FRESNO UNIFIED SCHOOL DISTRICT

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Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager - Middle	W142					
	School/Community Liaison	W137					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

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Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist						
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	License Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G42</b>	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
<b>G43</b>	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
<b>G44</b>	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
<b>G45</b>	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
<b>G46</b>	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
<b>G47</b>	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
<b>G51</b>	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interepreter Itinerant	W091					
	DHH Sign Interepreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G55</b>	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective October 26, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- Annual \$500 for BA +90\*
- Annual \$1000 for Master's\*
- Annual \$1500 for earned Doctorate\*
- \*Credit for only one degree will be given

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.0000				
G18	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

# FRESNO UNIFIED SCHOOL DISTRICT

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Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
G26	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					



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Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G26</b>	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
<b>G27</b>	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
<b>G28</b>	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

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Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
G34	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

## FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G42</b>	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
<b>G43</b>	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
<b>G44</b>	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
<b>G45</b>	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
<b>G46</b>	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
<b>G47</b>	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
<b>G51</b>	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G55</b>	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
G18	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

## FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G23</b>	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
<b>G24</b>	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
<b>G25</b>	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
<b>G26</b>	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
G34	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G42</b>	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
<b>G43</b>	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
<b>G44</b>	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
<b>G45</b>	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
<b>G46</b>	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
<b>G47</b>	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
<b>G51</b>	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G55</b>	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective January 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
G18	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G23</b>	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
<b>G24</b>	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
<b>G25</b>	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
<b>G26</b>	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G26</b>	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
<b>G27</b>	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
<b>G28</b>	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G29</b>	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
<b>G30</b>	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
<b>G31</b>	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G32</b>	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
<b>G33</b>	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
<b>G34</b>	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G34</b>	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
<b>G35</b>	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
<b>G36</b>	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					



# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G36</b>	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
<b>G37</b>	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
<b>G38</b>	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
<b>G39</b>	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
<b>G40</b>	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
<b>G41</b>	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
<b>G42</b>	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
G47	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
G51	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
<b>G51</b>	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
<b>G53</b>	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
<b>G54</b>	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
<b>G55</b>	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
<b>G58</b>	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
<b>G59</b>	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
<b>G60</b>	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

# FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given

# FRESNO UNIFIED SCHOOL DISTRICT

Food Services Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
F01	Nutrition Services Assistant	F007	\$15.9000	\$15.9000	\$15.9000	\$15.9116	\$16.7442
F03	Packaging Machine Operator	F004	\$15.9000	\$15.9000	\$15.9000	\$16.7442	\$17.6238
F05	Food Services Technician - Cesar Chavez Adult Education	F006	\$15.9000	\$15.9000	\$16.7283	\$17.6079	\$18.5346
F07	Food Production Staging Technician Food Production Utility Technician	F014 F013	\$15.9000	\$16.7126	\$17.5922	\$18.5190	\$19.4928
F09	Nutrition Services Operator	F008	\$16.7126	\$17.5922	\$18.5034	\$19.4771	\$20.5139
F10	Food Service Operator Food Service Operator-Educ Center Nutrition Services Cook/Baker Nutrition Services Senior Assistant	F015 F003 F009 F005	\$17.1368	\$18.0320	\$18.9900	\$19.9799	\$21.0323
F21	Nutrition Services Manager	F001	\$22.6206	\$23.8121	\$25.0679	\$26.3882	\$27.7727

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given

# FRESNO UNIFIED SCHOOL DISTRICT

Food Services Hourly Salary Schedule

~~2022-2023~~ 2023-2024

Effective ~~July 1, 2022~~ July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
F01	Nutrition Services Assistant	F007	\$15.9000	\$15.9000	\$15.9000	\$15.9116	\$16.7442
F03	Packaging Machine Operator	F004	\$15.9000	\$15.9000	\$15.9000	\$16.7442	\$17.6238
F05	Food Services Technician - Cesar Chavez Adult Education	F006	\$15.9000	\$15.9000	\$16.7283	\$17.6079	\$18.5346
F07	Food Production Staging Technician Food Production Utility Technician	F014 F013	\$15.9000	\$16.7126	\$17.5922	\$18.5190	\$19.4928
F09	<del>Nutrition Services Operator</del>	<del>F008</del>	<del>\$16.7126</del>	<del>\$17.5922</del>	<del>\$18.5034</del>	<del>\$19.4771</del>	<del>\$20.5139</del>
F10	<del>Food Service Operator</del> Food Service Operator-Educ Center Nutrition Services Cook/Baker Nutrition Services Senior Assistant Nutrition Services Operator	<del>F015</del> F003 F009 F005 F008	\$17.1368	\$18.0320	\$18.9900	\$19.9799	\$21.0323
F21	Nutrition Services Manager	F001	\$22.6206	\$23.8121	\$25.0679	\$26.3882	\$27.7727

## ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90\*

Annual \$1000 for Master's\*

Annual \$1500 for earned Doctorate\*

\*Credit for only one degree will be given

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

**ITEM DESCRIPTION:** Included in the Board binders is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar.

Request for approval of the agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE as of August 01, 2023, through June 28, 2024. Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar.

**FINANCIAL SUMMARY:** CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement.

**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:**



**CONTRACT BETWEEN  
FRESNO UNIFIED SCHOOL DISTRICT  
AND  
CORE DISTRICTS ("CORE")**

This Agreement is made as of June 1, 2023 by and between the Fresno Unified School District ("District") and CORE Districts ("CORE") for the purpose of accessing the shared services of Lynn Rocha Salazar ("Employee"), an employee of the District, as follows:

WHEREAS, CORE desires that Employee provide the shared services as set out herein, and the District wishes to have Employee render such shared services to CORE; and

WHEREAS, to the extent Employee provides services to CORE throughout the term of this Agreement, Employee shall remain an employee of the District on loan to CORE.

THEREFORE, the parties agree as follows:

**1. Scope of Work:**

The District shall require the Employee to perform for CORE the services as described in Exhibit "A, Scope of Work," which is attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Services").

**2. Term of Agreement:**

The period of the performance of this Agreement is from August 1, 2023 through June 28, 2024, unless terminated under another provision of this Agreement, or otherwise by law.

**3. District Obligations:**

3.1 To the extent reasonable under the circumstances of this Agreement, the District will direct that Employee fulfill the following obligations to CORE:

- a. Carry out the Services with due diligence, care, and efficiency in a manner so as to promote the purpose of this Agreement and shall in all professional matters contemplated by this Agreement, act as a faithful advisor to CORE.
- b. Conform in all respects with provisions of the applicable regulations, laws and ordinances of any jurisdictional authority in the area where the Services are to be



performed.

- c. Refrain, during the term of this Agreement, from engaging in any activity, whether political or of any other nature, which may adversely affect, impede or impair the performance of the Services.

3.2 The District shall provide Employee a compensation package comprised of salary, health benefits, and payments to the State Teachers Retirement System ("STRS") in accordance with the "CORE Budget and Compensation Schedule" set forth in Exhibit "B," attached hereto and incorporated herein, and shall place the Employee on the District Management Salary Schedule, as determined by the District. Actual compensation may be prorated to reflect the period of performance, as appropriate.

#### 4. **CORE Payments:**

4.1 CORE shall pay the District for Services performed by Employee hereunder, and as specified in Exhibit B, "CORE Budget and Compensation Schedule." CORE agrees to, and shall, reimburse the District for each and every item of compensation to Employee incurred by and through this Agreement. CORE acknowledges and agrees that it shall pay any increases in compensation to Employee related to COLA adjustments, or other District action, that apply during the term of this Agreement. CORE further agrees to pay the District all reasonable costs that may arise from, or are related to, the termination of Employee's District employment, regardless of the reason for said termination.

4.2 The District will provide CORE with itemized invoices on a monthly basis. CORE shall pay the District on a monthly basis upon receipt of an itemized invoice from the District. Invoices should be sent by the District to CORE's Director of Operations via email at **Brenda@coredistricts.org**. The District shall continue to disburse Lynn Rocha Salazar's compensation payments from the commencement of this Agreement through June 30, 2022, in accordance with Employee's payroll schedule.

4.3 In the event that CORE's obligation to pay the District becomes delinquent by more than sixty (60) days, the District may, at its option, deem CORE to be in default and terminate this Agreement at the conclusion of the then-current school year, or in accordance with Section 8, below. In the event the District incurs costs related to the

termination of Employee arising from, or related to, the cancellation of this Agreement, the obligations set forth in Section 4.1, above, shall survive any such cancellation/termination of this Agreement and remain in full force and effect.

4.4 Should Employee incur incidental expenses, such expenses shall be paid directly by CORE upon presentation of receipts evidencing said expenses to CORE by Employee. The District shall have no responsibility whatsoever to reimburse Employee for incidental expenses.

**5. Governing Law:**

This Agreement is governed by the laws of the State of California. In the event of a dispute between the parties, such dispute shall be resolved according to California Law, with venue in Fresno County, California.

**6. Assignment:**

No part of this Agreement shall be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void.

**7. Amendment:**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

**8. Termination:**

In addition to the grounds for termination stated in Section 4.3, above, the District may cancel this Agreement at any time and for any reason by giving CORE at least thirty (30) days advance written notice. Should this Agreement be cancelled or terminated during its term, CORE shall make reasonable efforts to enable Employee to undertake and/or resume her District duties and functions.

**9. Indemnification:**

The District agrees to indemnify and hold harmless CORE, its officers, employees, agents and

representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by the District, its employees (other than the Employee herein, for whom CORE shall remain liable), agents and representatives in the performance of this Agreement, except those arising by reason of the negligence of CORE, its officers, employees, agents or representatives.

CORE agrees to indemnify and hold harmless the District, its Governing Board of Trustees and each of them, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by CORE, its employees, the Employee herein, its agents or representatives in the performance of this Agreement, except those arising by reason of the negligence of the District, its officers, employees, agents or representatives.

10. **Communications:**

The names and addresses of the direct contact person for each of the parties are as follows:

CORE Districts: Rick Miller, CEO

1107 9<sup>th</sup> ST, Suite 500, Sacramento, CA 95814

Fresno Unified School District: Bob Nelson, Superintendent

2309 Tulare Street, Fresno, 93721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

Fresno Unified School District

CORE Districts

*Rick Miller*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated: May 24 2023

## **EXHIBIT A EMPLOYEE'S SCOPE OF WORK**

### **Job Description: Senior Improvement Coach**

**Reports to:** Chief of Improvement; School Networks

### **Key Responsibilities**

Reporting to the Chief of Improvement; School Networks, the Senior Improvement Coach will work collaboratively with the District's school-based improvement teams, District staff, CORE staff, and research partners. The Senior Improvement Coach will:

- Support a cohort of school-based teams in the work of improving, which includes but is not limited to analyzing problems of practice, collecting data, designing and executing improvement cycles, and holding productive team meetings that advance the team's collective learning.
- Collaborate with school-based improvement teams to document promising practices and contribute practical learning to cross-district improvement communities.
- Model content-area and/or improvement practices intentionally and strategically to build the capability of others.
- Collaborate on the design and facilitation of professional learning experiences, including large-scale convenings, regional cross-team meetings, capability-building courses, and virtual sessions.
- Collaborate with colleagues on an internal CORE Improvement Team to reflect on coaching practice and continually refine the organization's approach to improvement and related resources.
- Participate in required continued learning and development in improvement science theory, strategy, tools, equity, and techniques to enhance coaching practice.
- Participate on teams within CORE to enhance its operation, performance, and culture as a learning organization.
- Meet regularly with Fresno Unified Central Office Executive Leader to update on the improvement work and problem solve to remove obstacles for school teams.
- Provide regular updates to the Fresno Unified Superintendent or designee of the success and challenges of the improvement teams.

### **Skills and Dispositions**

- Passion for and commitment to the pursuit of educational equity.
- Strong interpersonal skills and the ability to work with and connect to individuals at all levels of an organization.
- Curious, open, reflective, able to accept feedback and learn from failure.
- Comfortable navigating ambiguity and working in environments that are fast paced and evolving.
- Demonstrated ability to learn quickly and apply new methodology to persistent problems.
- Ability to read the dynamics of a team and determine the appropriate moment and manner in which to engage.
- Ability to understand the context, challenges, and quirks of an organization.
- Knowledge of and experience in adult learning in practical settings.
- Strong analytic, strategic thinking, and planning skills.
- Ability to take initiative and manage assignments from conceptualization to completion.

- Disposition towards finding and cultivating joy in the work.

## **EXHIBIT B**

### **CORE BUDGET AND COMPENSATION SCHEDULE**

Based on Employee's required 206-day work year, the following items of compensation shall be paid by CORE to the District:

Total Estimated Annual Compensation of \$208,134 based on the following:

1. Salary - \$149,646 per year
2. Health Benefits - \$24,583 per year: Medical & Dental
3. Paid Vacation - 0 days per year
4. STRS – 19.1% of salary, as adjusted
5. Medicare - 1.45%
6. Unemployment Insurance - 0.2%
7. Liability Insurance – 1.15%
8. Workers' Compensation Insurance - 1.3%
9. Paid Holidays - Per the District's Administrative Holiday Schedule
  - CORE shall be responsible, and shall pay, for all items of compensation as they may
  - be adjusted from time to time, based on approved District action and/or applicable District formulas.

—CORE's obligation to pay all costs associated with Employee's termination as set forth in Section 4.1 and in other applicable sections of this contract between CORE and the District.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Aetna Medicare Advantage Plan for Retirees**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Aetna for a Medicare Advantage Plan for all eligible retirees. The district currently offers medical benefits coverage for eligible retirees and has two options, Aetna and Kaiser Permanente.

Approximately, 6,200 retirees and dependents are enrolled who access coverage through the Aetna Medicare Advantage Plan. The plan is a fully insured product which currently exceeds coverage offered through Medicare Plans A and B and the district's PPO plan.

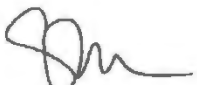
Aetna's Medicare Advantage Plan is giving our retirees enhanced benefits from our current plan which includes enhanced hearing benefits, Annual Healthy Home visits, non-emergency transportation, and Silver Sneakers fitness benefits. Elimination of the annual deductible and co-insurance payments which will help our retirees with less out of pocket costs.

The agreement is for three years effective July 01, 2023, through June 30, 2026, with rates at \$228 per month per employee for those with Medicare A & B and \$737 for employees in Medicare Part B only for 2023. Rates increase 7% for 2024 and 2025. The annual estimated cost is \$17 million. The district is projecting to save between \$12 – \$15 million each year by moving to the Medicare Advantage Plan as costs will fluctuate based on actual enrollment.

These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds for the annual estimated cost of \$17 million cost per year are available in the Internal Service Health Fund.

PREPARED BY: Steven Shubin,  
Deputy Executive



CABINET APPROVAL: Patrick Jensen,  
Interim Chief Financial Officer



DIVISION: Business and Financial Services  
PHONE NUMBER: (559) 457-6226

SUPERINTENDENT APPROVAL:



# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

<u>Aetna Life Insurance Company</u>	<u>151 Farmington Ave., Hartford, CT 06156</u>
<b>Vendor Name</b>	<b>Address</b>
<u>Phone Number</u>	<u>Vendor Contact</u>
<b>From: 7/1/2023</b>	<b>Through: 12/31/2025</b>
<b>Term (Duration)</b>	
<b>FUSD Contract Administrator:</b>	<b>Benefits Department</b>
<b>Steven Shubin</b>	<b>(559)457-3539</b>
<u>Name</u>	<u>Site/ Dept</u> <u>telephone number</u>
<b>Budget</b> (Fund-Unit-Dept.-Activity-Object)	<b>670-0880-0841-6000-0000-5856</b>

**Annual Cost \$** 17 mil (Contract will not be authorized to exceed this amount w/o BOE approval)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

**Scope of Work Summary:**

**Contractor agrees to provide Medicare Advantage PPO medical plan for Medicare-eligible participants**

Date Item is to appear on **Board of Education Agenda:**

*(Contracts of \$15,000.00 or more)* **06/21/2023**

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

  
Patrick Jensen (Jun 9, 2023 10:16 PDT)

**Jun 9, 2023**

Signed

Date

Reviewed & approved by **Executive Director, Risk Management:**



**6/8/2023**

Signed

Date

Please return signed contract to:

**Christina Everitt** **Christina.Everitt@fresnounified.org**

**Payroll Department**

**(559)457-3539**

Name

Department

Telephone



**Fresno Unified  
School District**  
*Preparing Career Ready Graduates*

# **Fresno Unified School District Independent Contractor Services Agreement**

## **GENERAL INFORMATION**

School/Department Budget: **670-0880-0841-6000-0000-5856**

District Contact Person: Steven Shubin

Budget Manager Approval:

Contractor's Vendor Name: Aetna Life Insurance Company

Contractor's Contact Person: Andrea P. O'Day

Contractor's Title: Sr. Account Director, Group Retiree Solutions

Contractor's Telephone Number: 770-876-4488

Contractor's E-mail: odayap@aetna.com

Contractor's Address: 151 Farmington Ave., Mail Code KY001H, Hartford, CT 06156

Contractor's Taxpayer ID# or SSN#: 06-6033492

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Aetna Life Insurance Company ("Contractor").

## **Scope of Services, Term and Compensation**

1. Contractor Services. Contractor agrees to provide Medicare Advantage PPO medical plan for Medicare-eligible participants



2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
4. Term. This Agreement shall begin on 7/1/2023, and renew for subsequent 12 month beginning on January 1, 2024. There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. Checks will be made payable to Aetna. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice in accordance with the terms of the Medicare Group Agreement. District shall pay any premium due through any grace period described in the Financial Documents incorporated into the Medicare Group Agreement up to the day of termination.
6. Incidental Expenses:
- ☐ Yes (see below)      ☒ No, Vendor initial here \_\_\_\_\_
7. Employment. Are you a FUSD employee?
- ☐ Yes  
☒ No
8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?
- ☐ Yes  
☒ No
9. California Residency. Contractor is a resident of the state of California:
- ☐ Yes  
☒ No
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon sixty (60) days prior written notice of when such termination will become effective in accordance with the terms of the Medicare Group Agreement. The notice shall specify the effective date of the termination, which shall be the first day of the month, and the Plan(s) and Service Areas to be terminated if not the entire Medicare Group Agreement. (*Note: Aetna requires 60 days' notice of termination to ensure sufficient time to meet the CMS requirement to provide Members with at least 21 calendar days' notice of termination.*) In the event of early termination, Contractor shall be paid for services 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, 14, 17, and 18; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

11. Transfer of Data. Following termination of the Agreement, and upon payment of all undisputed premium and fees by the District, Contractor shall transfer the District and participant relevant data necessary to administer the plan to the successor carrier. Such data shall be transferred to the successor carrier at the direction of the District as soon as readily available after the effective date of termination.

## **Confidentiality**

### **12. Confidential Information**

- a. For the purposes of this Agreement and Medicare Group Agreement, "Confidential Information" includes

any written, oral, electronic, visual or fixed in any tangible medium of expression, proprietary or Business Confidential 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, 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. This includes, but is not limited to, either Party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either Party's business.

For the avoidance of doubt:

The term "Business Confidential Information" as it relates to the District means the District identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information ("PHI") as defined by HIPAA or other claims-related information.

The term "Business Confidential Information" as it relates to Contractor means the Contractor identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

- b. The Parties hereby agree 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, contracted 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 either Party becomes aware of any disclosure or use not in compliance with this Agreement, the Party shall notify the other Party in writing within ten (10) business days. The Parties 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 acknowledgement that each of its Representatives is bound by agreements with substantially the same terms of this Paragraph 13.b. The Party in breach, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.
- c. The Parties' 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; (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; and (d) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis. Except in accordance with the requirements of this Section 12, neither Party nor its employees, agents, consultants, or authorized representatives may disclose, or permit to be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid non-appealable court order; or (b) in the opinion of legal counsel for the Parties, is otherwise required by law, provided that in either circumstance, if it is reasonably possible to do so:
  - i. The Party receiving the request for disclosure shall furnish the other Party with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. The Party receiving the request for disclosure shall give the other Party reasonable prior notice of its intention to disclose Confidential Information in order to allow an opportunity to seek appropriate protection; and
  - iii. The Parties shall take reasonable steps to restrict the disclosure of Confidential Information.
- 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 such Confidential Information, the District does not

grant any express or implied right to Contractor to use, publish or disclose any of such Confidential Information. After its review of such Confidential Information Contractor will return to the District all such Confidential Information disclosed to it (including copies or summaries of such Confidential Information), or with the District's permission destroy such Confidential Information and certify in writing that it has been destroyed.

- f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the Parties and that, to protect against such harm, the Parties 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 Parties' 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.

### **Indemnification, Insurance, and Taxes**

13. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against that portion of any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred directly arising out of or directly resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective Agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Contractor will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. Contractor shall observe the standard of care and diligence required of a fiduciary under applicable state law.

The District and Contractor agree that: (i) health care providers are not the agents or employees of the District or Contractor and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the District nor the Contractor is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations in this Section 14 do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

For the purposes of this Agreement, "Agent" means a representative who is authorized to act for or in the place of a party to this Agreement but does not include:

- (ii) health care providers; or
- (ii) licensed producers such as brokers.

14. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars; and (4) a Cyber liability policy shall be maintained with a limit of not less than (\$10,000,000) dollars per claim. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be included as an additional insured on the Commercial General Liability and Business Automobile Liability policies by separate endorsement (blanket endorsements are acceptable). A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's 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.

15. 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. In particular, 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 such applicable taxes.
16. 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.

### **Dispute Resolution**

17. Governing Law. The Medicare Group Agreement shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the State of California. Venue shall be in the appropriate court in Fresno, California.
18. Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

### **Miscellaneous**

19. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:  
Executive Director of Purchasing  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

cc:  
Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93722

Contractor: Aetna Life Insurance Company  
Name: Michael Ludwick  
Address: 151 Farmington Ave  
Mail Code: CT1501  
Hartford, CT 06156

cc: Steven Shubin  
Benefits & Risk Management  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

20. Entire Agreement. The Medicare Group Agreement and this Agreement are intended by the Parties as the final expression of their agreement with respect to such terms as are included in the Medicare Group Agreement and 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.
21. 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.
22. 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.
23. 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. The Parties agrees that they shall comply with all applicable legal requirements, including provisions of the CMS/Regulatory Addendum as part of the Medicare Group Agreement, for the performance of their duties under this Agreement and that failure to do shall constitute material breach.
24. 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.
25. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.
26. Waiver Amendment. 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. Either Party's failure to implement, or insist upon compliance with, any provision of the Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of that Party's right to implement or insist upon compliance with that provision at any other time or times
27. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
28. 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.
29. 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.

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[SIGNATURES ON NEXT PAGE]

**DISTRICT**

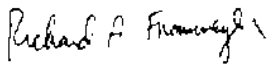
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Patrick Jensen  
Interim Chief Financial Officer

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*Date*

**CONTRACTOR**

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Richard A. Frommeyer  
Vice President

**June 2, 2023**

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*Date*

Approved As To Form:

 **6/8/2023**  

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***Stacey Sandoval, Executive Director***  
***Risk Management***



May 1, 2023

Fresno Unified School District  
2309 Tulare Street  
Fresno, California, 93721  
Plan Sponsor Unique No. TBD

**Re: Medicare Group Application & Aetna Medicare Group Agreement**

Dear Fresno Unified School District:

Enclosed is a copy of your signed Group Application(s) and Aetna Medicare Group Agreement ("Group Agreement") applicable to the fully insured Aetna/Coventry/SilverScript Group Medicare Advantage and/or Medicare prescription drug plans you have selected to offer (collectively "Group Medicare Plans").

We encourage you to review the enclosed Group Agreement in its entirety. Please note the following about your Group Agreement:

- The Group Agreement covers all fully insured Group Medicare Plans that you have selected to offer, and covers all Aetna/Coventry/SilverScript companies that underwrite those Plans. This means that you will receive only one Group Agreement for all Group Medicare Plans you have elected to offer. If you later choose to change your Group Medicare Plan offerings, please notify your account manager and you will be provided with a new Group Application to complete to reflect those changes.
- CMS requires that Aetna provide all Group Medicare Plan members with an Evidence of Coverage (EOC). The EOC is provided to members on an annual basis and provides a detailed description of the benefits available under the member's Group Medicare Plan. The EOC also includes information regarding coverage terms, cost-sharing and member rights and responsibilities. EOCs will be issued to your retirees enrolling in Group Medicare Plans in the fall of each year. Please contact your Aetna account representative if you would like a copy of any EOCs delivered to your retirees.

We appreciate your business. If you have any questions or concerns, please contact your account manager for assistance.

Sincerely,

Aetna  
Enclosures

**AETNA MEDICARE  
GROUP AGREEMENT COVER SHEET**

<u>Contract Holder:</u>	Fresno Unified School District
<u>Plan Sponsor Unique (PSU) Number:</u>	631
<u>Effective Date:</u>	12:01 a.m. on July 1, 2023
<u>Term of Group Agreement:</u>	The Initial Term shall be: From July 1, 2023 through December 31, 2023. Renews for subsequent 12-month term on January 1, 2024.
<u>Premium Due Dates:</u>	The Group Agreement Effective Date and the 1st day of each succeeding calendar month.



## AETNA MEDICARE GROUP AGREEMENT

This Group Agreement is by and between the Aetna entity or entities identified in Section 1.2 below (“Aetna”) and Fresno Unified School District (the “Contract Holder”). This Group Agreement takes effect on July 1, 2023 (the “Effective Date”) if Aetna has accepted the Contract Holder’s signed Group Application and received the initial premium. This Group Agreement remains in force until terminated.

This Group Agreement consists of the combination of the following documents:

- The **Evidence of Coverage** issued to Members in connection with this Group Agreement, including the attached Schedule of Copayments/Coinsurance (the “EOC”). The EOC is issued by Aetna to Members on an annual basis. Upon request, Aetna will provide Contract Holder with a copy of the EOC.
- The most recent **rate exhibits, plan designs, performance guarantees and financial conditions** issued by Aetna to the Contract Holder in connection with the original issuance and renewal of this Group Agreement, and, if Aetna is billing both the Contract Holder and Members a portion of the monthly premium, the **Service Agreement** between Aetna and Contract Holder that describes this split billing arrangement. These documents are collectively referred to herein as the “Financial Documents”.
- This **Group Agreement**, including the attached CMS/Regulatory Requirements Addendum and the Addendum labeled “Aetna Medicare Advantage HMO Affiliate Addendum”.
- Contract Holder’s **Group Application** (the “Group Application”).
- The Fresno Unified School District **Independent Contractor Agreement**.
- Any riders, amendments, inserts or attachments issued pursuant to any of the foregoing documents.

The Group Application, EOC and Financial Documents are collectively referred to as the “Incorporated Documents.”

Aetna and Contract Holder agree as follows:

### **Section 1. COVERAGE**

- 1.1 **Covered Benefits.** The Financial Documents identify the fully insured Aetna Medicare Plan(s) (the “Plan(s)”) offered to the Contract Holder under this Group Agreement for the corresponding time periods and the service area(s) (the “Service Area(s)”) where the Plans are offered. Aetna shall provide coverage to Members for all of the health care services and supplies that are covered by the Plan(s) (the “Covered Benefits”).
- 1.2 **Aetna Insurer.** Aetna’s Medicare Advantage PPO Plans are offered by Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc. With regard to such Plans, “Aetna” means Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc.

Aetna Medicare Rx Plans are offered by SilverScript Insurance Company. With regard to such Plans, “Aetna” means SilverScript Insurance Company,

With regard to Medicare Advantage HMO Plans, “Aetna” means the licensed HMO(s) identified in the Addendum to this Group Agreement labeled “Aetna Medicare Advantage HMO Affiliate Addendum”.

## **Section 2. TERM**

- 2.1 **Initial Term.** The initial term of this Group Agreement (the “Initial Term”) will be 6 months beginning at 12:01 a.m. on July 1, 2023 (the “Effective Date”).
- 2.2 **Subsequent Terms.** This Group Agreement will renew for subsequent 12 month beginning at 12:01 a.m. on January 1, 2024, with mutual agreement by the parties, unless sooner terminated prior to the commencement of the Subsequent Term, pursuant to Section 5 of this Group Agreement or Section 10 of the Independent Contractor Services Agreement.

## **Section 3. PREMIUMS**

- 3.1 **Premiums.** Aetna uses three different methods for billing premiums. A monthly premium can either be billed to the Member (“Direct Billing”), to the Contract Holder (“Contract Holder Billing”) or to both the Member and the Contract Holder (“Split Billing”). In some cases, Aetna uses multiple billing methods for the same Contract Holder. The Group Application will indicate the billing method(s) that apply to the Plan(s) under this Agreement. If Contract Holder and Aetna agree to change the billing method(s) applicable to the Plan(s) after the Initial Term, the Financial Documents will indicate the billing method(s) that apply to the Plan(s) under this Agreement. In all cases, the “Premium Due Date” shall be the Effective Date and the 1st day of each succeeding calendar month.
- For Members who are subject to Direct Billing, Aetna will charge the Member a monthly premium (the “Member Premium”) determined by Aetna based on the Member Premium in effect on the Premium Due Date, as stated in the Financial Documents.
  - Where Contract Holder Billing is applicable, Aetna will charge the Contract Holder a monthly premium (the “Contract Holder Premium”) determined by Aetna based on the Contract Holder Premium in effect on the Premium Due Date, as stated in the Financial Documents.
  - Where Split Billing is applicable, Aetna will charge the Contract Holder and each Member a monthly premium (comprised of both Member Premiums and Contract Holder Premiums aggregating to a “Split Billing Premium”) determined by Aetna based on the Split Billing Premium in effect on the Premium Due Date, as stated in the Financial Documents.

“Member Premium”, “Contract Holder Premium” and “Split Billing Premium” are collectively referred to herein as “Premium”.

Members shall pay all Member Premium and the Contract Holder shall pay all Contract Holder Premium to Aetna on or before each Premium Due Date. Membership as of each Premium Due Date will be determined by Aetna in accordance with Aetna’s Member records.

Aetna may change the rates for the Member Premium, the Contract Holder Premium and the Split Billing Premium and the Covered Benefits at the beginning of any Subsequent Term. The applicable Financial Document may identify certain circumstances when Aetna may change the rates for the

Contract Holder Premium or the Split Billing Premium (other than the Member Premium portion) during the Initial Term.

A Premium payment check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt.

Aetna may accept a partial payment of Premium without waiving the right to collect the entire amount due. If the Group Agreement terminates for any reason, the Members will continue to be held liable for all Member Premiums due and unpaid before the termination and the Contract Holder will continue to be held liable for all Contract Holder Premiums due and unpaid before the termination.

- 3.2 **Membership Adjustments.** Aetna may make retroactive additions of Members at its discretion based upon Aetna's eligibility and enrollment guidelines consistent with all Mandates. Such additions are subject to the payment of all applicable Premiums.

Aetna may also make retroactive adjustments to the Contract Holder's billings for the termination of Members, but only for a maximum of 1 billing periods.

#### **SECTION 4 ENROLLMENT/DISENROLLMENT**

- 4.1 **Enrollment.** The Contract Holder shall offer enrollment in the Plan(s) in compliance with all applicable Mandates as follows:

- At least once during the Term, the Contract Holder shall hold an open enrollment period ("Open Enrollment Period") when all eligible individuals may enroll in the Plan(s). The Open Enrollment Period shall be held at the same time as the open enrollment period for all other group health benefit plans being offered by the Contract Holder to retirees.
- The Contract Holder shall also enable all eligible individuals to enroll in the Plan(s) within 31 days of becoming eligible to receive coverage under the Plan(s).

All eligible individuals and dependents not enrolled in the Plan(s) within the Open Enrollment Period or within 31 days of becoming eligible may be enrolled during any subsequent Open Enrollment Period. Coverage under the Plan(s) will not become effective until confirmed by Aetna. The Contract Holder shall permit Aetna representatives to meet with eligible individuals and dependents during each Open Enrollment Period.

- 4.2 **Eligibility.** The Contract Holder shall not change the Open Enrollment Period or any other eligibility requirements of the Plan(s) unless Aetna agrees to the change in writing.

- 4.3 **Enrollment/Disenrollment Processing.** The Parties shall agree in advance who shall bear responsibility for enrollment and disenrollment transactions as set forth in the Group Application. The Party bearing responsibility for enrollment/disenrollment transactions shall perform the function in accordance with all applicable Mandates, including Mandates relating to timeframes for processing and submission of such transactions. All of the enrollment and disenrollment requirements described in this Group Agreement also apply to any third-party administrator retained by the Contract Holder to accept enrollment/disenrollment requests on its behalf.

Aetna will not be liable to Members for the fulfillment of any obligation before Aetna receives enrollment and eligibility information for the Member in a form satisfactory to Aetna. The Contract Holder must notify Aetna of the date in which a Member's eligibility ceases for the purpose of termination of coverage under this Group Agreement. Section 5.0 of the CMS/Regulatory Requirements Addendum includes additional details regarding enrollment and disenrollment requirements applicable to the Plan(s).

## SECTION 5

5.1 Additional **Termination rights by Aetna**. Aetna may terminate this Group Agreement as described in this Section 5.1.

5.1.1 **Termination for Non-Payment of Premium**. An individual Member's coverage under this Group Agreement may be terminated by Aetna in compliance with Mandates if all Member Premiums are not received by Aetna from that Member within 3 months following the Premium Due Date (the "Member Grace Period"). If Member Premiums owed by 10 percent or more of Members remain unpaid at the end of the applicable Member Grace Period, Aetna may terminate the Group Agreement upon 30 days' prior written notice to the Contract Holder.

If the Contract Holder has not paid all Contract Holder Premiums within 30 days following the Premium Due Date (the "Contract Holder Grace Period"), Aetna may terminate the Group Agreement immediately upon notice to Contract Holder.

5.1.2 CMS Contract Termination, Non-Renewal & Service Area Reductions & Product Withdrawal.

(a) **Termination of Entire Group Agreement**. This Group Agreement shall terminate effective upon any anniversary of the Effective Date if Aetna will no longer offer any Plan in any Service Areas, because: (1) CMS terminates or otherwise non-renews the Aetna's CMS Contract, or (2) Aetna terminates its CMS Contract or reduce the Service Areas referenced in Aetna's CMS Contract.

Aetna may also terminate this Group Agreement upon 60 days' prior written notice to the Contract Holder (or such shorter notice as may be permitted by Mandates, but in no event less than 30 days) if Aetna ceases to offer a product or coverage in any market in which Members reside

(b) **Partial Termination of Group Agreement**. This Group Agreement may also be terminated in part as to a particular Plan within one or more Service Areas by Aetna upon any anniversary of the Effective Date if Aetna will no longer offer that Plan in any Service Areas because: (1) CMS terminates or otherwise non-renews the applicable Aetna CMS Contract, (2) Aetna terminates the applicable CMS Contract or reduce the Service Areas referenced in the applicable CMS Contract, or (3) Aetna or Contract Holder cease to meet

any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable.

5.1.3 **Additional Termination Rights.** Aetna may also terminate this Group Agreement as follows:

- (a) Immediately upon notice to the Contract Holder if the Contract Holder has committed fraud or any intentional misrepresentation of a material fact relevant to the coverage provided under this Group Agreement;
- (b) Immediately upon notice to the Contract Holder if the Contract Holder no longer has any Member under the Plan(s) who resides in the Service Area;
- (c) Upon 30 days' prior written notice to the Contract Holder if the Contract Holder (i) breaches a provision of this Group Agreement and such breach remains uncured at the end of the notice period; (ii) fails to meet Aetna's contribution or participation requirements applicable to this Group Agreement, as set forth in the applicable Financial Document; (iii) provides 30 days' written notice to Members stating that coverage under this Group Agreement will no longer be provided to Members; (iv) changes its eligibility or participation requirements without Aetna's consent; or (v) ceases to meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable; or
- (d) Upon 60 days' prior written notice to the Contract Holder if the Contract Holder is a member of an employer-based association group, and the Contract Holder's membership in the association ceases.

5.2 **Effect of Termination.** No termination of this Group Agreement will relieve Aetna or the Contract Holder from any obligation incurred under this Group Agreement before the date of termination. The Parties agree that termination of the Plan, disenrollment of Members from the Plan, and transition and continuity of care and coverage for Members will be consistent and comply with Mandates. The Parties agree to work together in good faith to help ensure an orderly transition of coverage for Members. When terminated, this Group Agreement and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. In the event of termination for any reason, the Contract Holder must continue to pay all Contract Holder Premiums due and unpaid before the termination, including Member Premiums and Contract Holder Premiums due during the applicable Member or Contract Holder Grace Period. Members also remain responsible for Member cost.

5.3 **Auto-Enrollment Upon Termination of Plan.** This Section 5.4 only applies if Contract Holder terminates this Group Agreement or any Plan is terminated in any Service Area, and Contract Holder elects to offer health insurance policies to Members through a public or private exchange in which Contract Holder participates.

If this Group Agreement is terminated or any Plan is terminated in any Service Area, certain Mandates permit Aetna to disenroll Members from the Plan and automatically enroll such Members in a comparable individual Medicare plan offered by Aetna ("Aetna Individual Medicare Plan"), unless the Member opts out or makes another health plan choice.

The Contract Holder agrees that if it establishes a Health Reimbursement Account (“HRA”) and provides a subsidy for use by Members to pay health insurance premiums for individual health insurance policies, the Contract Holder will allow Members who are automatically enrolled in an Aetna Individual Medicare Plan as described in this Section 5.4 to continue to receive the same level of subsidy and use such HRA to pay the health insurance premium for the Aetna Individual Medicare Plan. The Contract Holder will not limit such Members’ use of the HRA solely to health insurance policies issued through a public or private exchange in which the Contract Holder participates.

## **Section 6. PRIVACY AND SECURITY OF INFORMATION**

- 6.1 **Compliance with Privacy and Security Laws.** Aetna and the Contract Holder shall each abide by all Mandates regarding the confidentiality and the safeguarding of individually identifiable health and other personal information, including the privacy and security requirements of HIPAA.
- 6.2 **Disclosure of Protected Health Information.** If Contract Holder determines that it needs protected health plan information (“PHI”), as defined in HIPAA, in connection with administration of the Plan, any such request shall be in accordance with 45 C.F.R. § 164.504(f) and other applicable Mandates.

## **Section 7. INDEPENDENT CONTRACTOR RELATIONSHIPS**

- 7.1 **Relationship Between the Parties.** The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Group Agreement.
- 7.2 **Relationship Between Aetna and Network Providers.** The relationship between Aetna and providers contracted with Aetna to participate in the Plan(s)’ provider network (“Network Providers”) is a contractual relationship among independent contractors. Network Providers are not agents or employees of Aetna nor is Aetna an agent or employee of any Network Provider.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider’s participation in the provider network for the Plan(s) may be terminated at any time without advance notice to the Contract Holder or Members, subject to Mandates. Network Providers provide health care diagnosis, treatment and services for Members. Aetna administers and determines Plan benefits.

## **Section 8. DEFINITIONS**

- 8.1 “CMS” means the Centers for Medicare and Medicaid Services.
- 8.2 “CMS Contract” means the contract between Aetna and CMS under which Aetna offers the Plan(s) in the applicable time period.

- 8.3 “EOC” means the Evidence of Coverage, which is a document issued pursuant to this Group Agreement that outlines coverage for Members under the Plan(s). The EOC includes the Schedule of Copayments/Coinsurance and any riders or amendments.
- 8.4 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.
- 8.5 “Mandates” means applicable laws, regulations and government requirements in effect during the Term of this Group Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements (including CMS manuals, memo guidance and other directives).
- 8.6 “Member” is a Medicare beneficiary who: (1) has enrolled in the Plan(s) and whose enrollment in the Plan(s) has been confirmed by CMS, and (2) is eligible to receive coverage under the Plan(s), subject to the terms and conditions of this Group Agreement and the EOC.
- 8.7 “Party, Parties” means Aetna and the Contract Holder.
- 8.8 “Term” means the Initial Term or any Subsequent Term.

## Section 9 **MISCELLANEOUS**

- 9.1 **Delegation and Subcontracting.** Aetna may delegate functions and services under this Group Agreement to third party vendors (i.e., pharmacy, behavioral health vendors). Aetna’s arrangements with third party vendors are subject to change in accordance with Mandates. Aetna shall be responsible for its third-party vendors, including their compliance with Mandates and other legal requirements.
- 9.2 **Disease Management and Care Management Programs.** From time to time, Aetna may offer programs that are designed to improve quality of care, ensure access to Covered Benefits or coordinate care delivered to Members under the Plan(s) (“Disease and Care Management Programs”). Aetna will administer Disease and Care Management Programs consistent with any applicable Mandates. The Contract Holder acknowledges that Aetna may alter or discontinue the Disease and Care Management Program offered to Members at any time, consistent with all Mandates.
- 9.3 **Claim Determinations and Administration of Covered Benefits.** Aetna is a fiduciary for the purpose of Section 503 of Title 1 of ERISA. Aetna has complete authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this Group Agreement. Aetna shall be deemed to have properly exercised such authority unless it abuses its discretion by acting arbitrarily and capriciously. Aetna’s review of claims may include the use of commercial software and other tools to take into account factors such as an individual’s claims history, a provider’s billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.
- 9.4 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Contract Holder or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by Contract Holder shall be the basis for voiding this Group Agreement after it has been in force for two years from the Effective Date.

9.5 **Assignability.** No rights or benefits under this Group Agreement are assignable by Contract Holder to any other Party unless approved in advance by Aetna. Aetna may without Contract Holder's consent (but upon 30 days' written notice to Contract Holder) assign this Group Agreement to an affiliate, consistent with CMS requirements without the prior approval of the Contract Holder.

For purposes of this Section 9.6, an "affiliate" is defined as, any company that (i) controls, (ii) is controlled by or (iii) is under common control with Aetna or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

9.6 **Waiver.** Either Party's failure to implement, or insist upon compliance with, any provision of this Group Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of that Party's right to implement or insist upon compliance with that provision at any other time or times.

9.7 **Conflict.** In the event of a conflict between the terms of this Group Agreement, the Independent PPO Agreement and any of the Incorporated Documents or among any of the Incorporated Documents, the order of priority shall be as the listing of incorporated documents set forth in the second paragraph of this Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

9.8 **Third Parties.** This Group Agreement does not give any rights or impose any obligations on third parties except as specifically provided herein.

9.9 **Plan Non-Discrimination.** The Contract Holder shall not encourage or discourage enrollment in the Plan(s) based on health status or health risk and shall follow all applicable Mandates on non-discrimination.

9.10 **Force Majeure.** If due to circumstances not within Aetna's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Aetna's Network Providers or entities with whom Aetna has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by Aetna on the date such event



occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.11 **Use of the Aetna Name and all Symbols, Trademarks, and Service Marks.** Aetna controls the use of its name and all symbols, trademarks, and service marks presently existing or subsequently established. The Contract Holder shall not use any of them in advertising or promotional materials or in any other way without Aetna's prior written consent. The Contract Holder shall stop any and all use immediately upon Aetna's request or upon termination of this Group Agreement.

9.12 **Coordination of Benefits.** This Section 9.15 applies solely if the Contract Holder is a Member's former employer and the Member sustains a work-related injury before he or she leaves employment, regardless of when symptoms become evident. In such event, the Contract Holder shall protect Aetna's interests in any workers' compensation claims or settlements with any Member by reimbursing Aetna for all paid medical expenses which have occurred as a result of the work-related injury that is compensable or settled in any manner.

Upon Aetna's request, the Contract Holder shall also submit a monthly report to Aetna listing all workers' compensation cases for Members who have outstanding workers compensation claims involving the Contract Holder. The list shall contain the name of the Member, the date of loss and the diagnosis.

9.13 **Amendments.** This Group Agreement may be amended as follows:

- This Group Agreement shall be deemed to be automatically amended to conform with all Mandates promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Aetna;
- By mutual written agreement between both Parties; or
- By Aetna upon 30 days' written notice to the Contract Holder.

The Parties agree that an amendment does not require the consent of any Member or other person. Except for automatic amendments to comply with Mandates, all amendments to this Group Agreement must be approved and executed by Aetna.


9.14 **Clerical Errors.** Clerical errors or delays by Aetna in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made. Aetna may also modify or replace a Group Agreement, EOC or other document issued in error.

9.15 **Misstatements.** If any fact as to the Contract Holder or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.16 **Aetna Intellectual Property**. Under this Group Agreement, Contract Holder may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under this Group Agreement ("Aetna IP"). Aetna will grant Contract Holder, as a plan sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in this Group Agreement. Contract Holder agrees not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in this Group Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to Contract Holder.

Signed as of the Effective Date.

Aetna:

By:   
Richard A. Frommeyer  
Vice President

Fresno Unified School District:

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

Stacey Sandoval, Executive Director  
Risk Management

Approved as to form:

By:   
Patrick Jensen, Interim Chief Financial Officer

## **CMS/REGULATORY REQUIREMENTS ADDENDUM**

The following provisions describe critical regulatory requirements that apply to all plan sponsors offering Aetna group Medicare plans, and they are included in this Group Agreement to ensure Aetna and Contract Holder's compliance with Mandates.

### **Section 1.0 CMS Uniform Premium Requirements.**

1.1 **Medicare Advantage – Premium Requirements.** This Section 1.1 applies only if Aetna is offering a Medicare Advantage HMO or PPO Plan to Members, and Contract Holder and Members are paying any portion of the Premium for the Medicare Advantage benefit ("MA Premium").

Contract Holder will comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the Member:

- Contract Holder may subsidize different amounts of MA Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
- MA Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the Member.

1.2 **Part D – Premium and Low-Income Subsidy Requirements.** This Section 1.2 applies only if Aetna is offering an Aetna Medicare Rx Plan or a Medicare Advantage HMO and/or PPO plan with Medicare prescription drug plan benefits to Members.

Contract Holder will comply with the following conditions with respect to any subsidization of that portion of Premiums paid by Contract Holder for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by the Member:

- Contract Holder may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low-Income Subsidy ("LIS").
- PD Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Contract Holder shall comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Contract Holder's PD Premium contribution. However, if the sum of the Member Contribution and Contract Holder's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.
- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Contract Holder shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Contract Holder's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.
- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Contract Holder, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

## **Section 2.0 Records.**

- 2.1 **Maintenance of Information & Records.** Contract Holder agrees to maintain Information and Records (as those terms are defined in Section 2.2 below) in a current, detailed, organized and comprehensive manner and in accordance with Mandates, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period for the Plan(s), (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by Mandates.
- 2.2 **Access to Information and Records.** Contract Holder will provide Aetna and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records), whether in paper or electronic format, relating to the arrangement described in this Group Agreement ("Information and Records"). Contract Holder agrees to provide Aetna and Government Officials with access to Information and Records for as long as it is maintained as provided in Section 2.1 above. Access to Information and Records will be provided within 14 calendar days of receipt of an applicable request, where practicable, and in no event later than the date required by an applicable law or regulatory authority.
- 2.3 **Survival.** The preceding provisions of this Section 2.0 shall survive termination of this Group Agreement regardless of the cause of termination.

## **Section 3.0 Medicare Secondary Payer Requirements. Records.**

- 3.1 **Generally.** Aetna and Contract Holder agree to comply with all Medicare Secondary Payer ("MSP") Mandates that apply to Contract Holder, the Plan and Aetna ("MSP Requirements").

- 3.2 **MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease (“ESRD”)**. Aetna and Contract Holder agree to comply with all MSP Requirements applicable to Contract Holder’s active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD (“ESRD Beneficiaries” or “ESRD Beneficiary”), including, without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y (b)(1)(C), 42 C.F.R. §§ 411.102(a), 411.161, and 411.162 and 42 C.F.R. §§ 422.106 and 422.108 (“ESRD MSP Requirements”).
- 3.3 Contract Holder acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by Contract Holder (“GHP”) to be the primary payer for the first 30 months of the ESRD Beneficiary’s Medicare eligibility or entitlement (“30-month coordination period”), regardless of the number of employees employed by Contract Holder and regardless of whether the ESRD Beneficiary is a current employee or retiree.
- 3.4 To ensure Aetna’s and Contract Holder’s compliance with ESRD MSP Requirements, Contract Holder agrees to confirm to Aetna whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the Plan(s) during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If Contract Holder seeks to enroll an ESRD Beneficiary in a Plan, Contract Holder agrees to provide Aetna, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by CMS.

**Section 4.0 Office of Foreign Asset Control.** If coverage provided by the Group Agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

**Section 5.0 CMS Enrollment & Disenrollment Requirements.**

- 5.1 To the extent that Contract Holder directly accepts enrollment and/or disenrollment requests from potential Members or Members that Contract Holder forwards to Aetna for processing and submission to CMS, Contract Holder will comply with all Mandates that relate to the handling and processing of enrollment and disenrollment requests that apply to the Plan(s). A Member’s signature on an enrollment/disenrollment form must be dated prior to the requested enrollment/disenrollment effective date.

If requesting retroactive enrollment or disenrollment, Contract Holder will forward enrollment and disenrollment forms completed by potential Members or Members to Aetna no later than 90 days after the Member’s enrollment or termination effective date. If there is a delay between the time a Member submits an enrollment/disenrollment request to Contract Holder and when the enrollment/disenrollment request is received by Aetna, the enrollment/disenrollment transaction may not be processed by CMS, unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Aetna will determine whether to submit

retroactive enrollment and disenrollment transaction requests to CMS and will make such determinations in accordance with Mandates.

All Members must be notified that they will be enrolled in a Plan. CMS requires that this notice be provided by Aetna or Contract Holder not less than 21 calendar days prior to the effective date of the Member's enrollment in the Plan to allow Members the opportunity to evaluate other available health plan options.

- 5.2 The effective date of enrollments and disenrollments in the Plan(s) cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. If approved by CMS, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, 90 days from the date that Aetna received the enrollment or disenrollment request from the Contract Holder, and the enrollment or disenrollment form must be completed and signed by the Member prior to the requested enrollment or disenrollment effective date.
- 5.3 CMS does not permit retroactive termination of a Member's coverage under the Plan(s) if the Member no longer meets Contract Holder's eligibility criteria to remain enrolled in the Plan(s). To meet this CMS requirement, Contract Holder will provide Aetna with advanced written notice if Contract Holder chooses to terminate a Member's coverage under the Plan based on loss of eligibility, and Contract Holder acknowledges that the Member's prospective coverage termination effective date will be determined in accordance with Mandates.
- 5.4 If Contract Holder elects to change Plan coverage offered to Members or to terminate a Member's coverage under the Plan(s), Contract Holder must provide written notice to such Member(s) at least 21 calendar days prior to the effective date of the change in the Member's coverage or disenrollment from the Plan(s), as applicable. This written notice must include a description of how the Member can contact Medicare to obtain information regarding other Medicare Advantage or Medicare Part D plan options that may be available to the Member. Aetna will assist Contract Holder with developing appropriate notices.
- 5.5 Aetna reserves the right to notify Members of the involuntary termination of their coverage under this Group Agreement for any reason.
- 5.6 If eligible individuals are to be enrolled and/or disenrolled in the Plan(s) electronically, the electronic forms used for this process must be approved by CMS for use by the Plan(s) and conform to all Mandates applicable to format, data fields and other required information. Aetna will work with Contract Holder to develop appropriate electronic forms.
- 5.7 Electronic enrollments and disenrollments will be deemed effective on the first day of the month requested, subject to compliance with any applicable Mandates.
- 5.8 Contract Holder will produce, at Aetna's request, the original copy of any enrollment or disenrollment form or record received by Contract Holder.

5.9 Contract Holder shall limit enrollment in the Plans to retirees who are Medicare eligible individuals and are receiving Employment-Based Retiree Coverage under a Group Health Plan sponsored by Contract Holder. Employment-Based Retiree Coverage means coverage of health care costs under a Group Health Plan based on an individual's status as a retired participant in the plan, or as the spouse or dependent of a retired participant. A Group Health Plan means a plan defined in Section 607(1) of ERISA or any other plan described in 42 C.F.R. § 422.106(d).

## **Section 6.0 Notices to Members.**

- 6.1 **Notice re Changes.** Contract Holder will provide Members with written notice describing any changes made to premiums, benefits or other terms of the Plan(s) as required under Mandates. If Contract Holder does not distribute notices as required under this Section 6.0 Aetna may, at its discretion, distribute such notices to Members.
- 6.2 **Notice re Termination of Coverage.** Contract Holder will notify Members of the termination of the Plan(s) in compliance with Mandates. However, Aetna reserves the right to notify Members of termination or suspension of the Plan(s) for any reason. Contract Holder will provide written notice to Members of their rights upon termination of coverage as required under Mandates.
- 6.3 **Member Plan Materials.** The Contract Holder shall cause any Member Plan materials that have not been approved by CMS to comply with ERISA or, in the case of a non-ERISA Plan, any applicable alternative regulatory disclosure requirements.
- 6.4 **Plan Reporting and Disclosure Requirements.** The Contract Holder agrees that it is responsible for any and all Plan reporting and disclosure requirements imposed by ERISA and other applicable law, including updating the Summary of Benefits and Coverage (SBC) or Summary Plan Description (SPD) and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.

**Section 7.0 Service Area Extension & Network Adequacy for Plan.** This Section 7.0 only applies if Aetna is offering a Medicare Advantage PPO Plan to Members who reside in an Extended Service Area (as defined below).

To enable employers/unions to offer group Medicare Advantage ("MA") plans to all of their Medicare-eligible retirees/dependents wherever they reside, CMS has established a waiver of service area requirements ("Waiver") for organizations that are approved by CMS to offer MA plans ("MAOs"). Under this Waiver, MAOs offering a group MA plan in a given Service Area, can extend coverage to an employer/union sponsor's Medicare-eligible retirees/dependents residing outside of that Service Area, even if the MAO does not offer a provider network for the group MA plan ("Provider Network") that meets CMS network adequacy requirements in that Service Area ("Extended Service Area").

Aetna and Contract Holder agree that Aetna will use this Waiver to offer the Medicare Advantage PPO Plan to Members who reside in an Extended Service Area ("MA PPO Plan"). The Parties acknowledge that Aetna must

meet certain CMS requirements to offer the MA PPO Plan in an Extended Service Area, and these requirements include, but are not limited to, the following:

- (1) at least 51% of retirees/dependents who are currently enrolled in Aetna MA HMO or PPO plans offered by Contract Holder must be enrolled in an Aetna MA HMO or PPO plan that offers a Provider Network that meets CMS network adequacy requirements, and
- (2) all Members who reside in an Extended Service Area must receive the same Covered Benefits at the preferred in-network cost-sharing for all Covered Benefits.

The Parties agree to comply with all Mandates that apply to use of this Waiver. Further, Contract Holder acknowledges and agrees that:

- (1) Members who reside in an Extended Service Area do not have access to a Provider Network that meets CMS network adequacy requirements, and
- (2) health care providers and suppliers that are not contracted with Aetna to participate in the Provider Network are not required to accept the Plan and furnish Covered Benefits to Members who reside inside or outside of an Extended Service Area, except as required under Mandates. Failure to meet CMS requirements of this Waiver may result in termination of the MA PPO Plan in Extended Service Areas.

**Section 8.0 Retiree-Only Plan.** Contract Holder represents that actively working employees and their dependents are not permitted to enroll in the Plan(s) and that by offering the Plan(s) it intends to create and maintain a retiree plan that is separate from its active plan.

**Section 9.0 Public Records Acts.** The Parties acknowledge that Contract Holder is a public entity and subject to state laws governing disclosure of public records. Contract Holder agrees that the confidential and proprietary information of Aetna which is in writing and marked as confidential and proprietary, shall be afforded protection under applicable law. Prior to disclosing such confidential and proprietary information of Aetna, Contract Holder shall immediately notify Aetna of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide Aetna sufficient time to claim applicable exemptions and/or designate those portions of this information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Contract Holder further acknowledges that it will not release any information identified by Aetna as exempt from disclosure without first providing notice to Aetna of such intent and allowing Aetna to seek judicial relief to prevent such disclosure. Contract Holder agrees not to oppose any action of Aetna to obtain a declaratory judgment or other appropriate remedy. If a court thereafter determines that Contract Holder is legally required to disclose such proprietary information, Contract Holder shall disclose the minimum required pursuant to the court order.



## AETNA MEDICARE ADVANTAGE HMO AFFILIATE ADDENDUM

Aetna's Medicare Advantage HMO Plans are offered by the following licensed HMOs or their successors in the following states:

State of Member's Permanent Residence	Aetna Affiliate offering the Plan <sup>1</sup>
Arizona, Colorado, Delaware, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Missouri, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia & District of Columbia	Aetna Health Inc., a Pennsylvania corporation
California	Aetna Health of California Inc.
Arkansas, Kansas, Missouri, Illinois & Oklahoma	Coventry Healthcare of Missouri, Inc.
Connecticut	Aetna Health Inc., a Connecticut corporation
Florida & Iowa	Aetna Health Inc., a Florida corporation
Georgia	Aetna Health Inc., a Georgia corporation
Louisiana	Aetna Health Inc., a Louisiana corporation
Maine	Aetna Health Inc., a Maine corporation
New Jersey	Aetna Health Inc., a New Jersey corporation
New York	Aetna Health Inc., a New York corporation
Texas	Aetna Health Inc., a Texas corporation
Utah & Wyoming	Aetna Health of Utah Inc.
West Virginia	Coventry Health Care of West Virginia, Inc.

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the above table corresponding to each Member's state of permanent residence ("Affiliate"). To the extent that there are no Members permanently residing in a state or states listed in this Addendum, the corresponding Affiliate is not a party to this Group Agreement. Aetna may without Contract Holder's consent (but upon 30 days' prior written notice to Contract Holder) update this Addendum to change the list of Affiliates from time to time, consistent with CMS requirements. Aetna will provide an updated list of Affiliates to Contract Holder on reasonable request.

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The Affiliates that offer Medicare Advantage HMO plans to Members in the states of Illinois and Missouri vary. Aetna will provide a list of Affiliates offering Medicare Advantage HMO plans to Members in these two states to Contract Holder on reasonable request.



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# MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:

Fresno Unified School District

Policy Period Start Date:

7/1/2023

Policy Period End Date:

12/31/2023

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.
- **Implementation/Communication Allowance** - We are including in the Aetna Medicare Plan ("Plan") costs an allowance of \$1.29 per enrolled member per month up to a maximum of \$100,000 that may be used towards transition costs associated with moving to and implementing your new Plan.
- **Plan Eligibility** -This proposal assumes all members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in an Aetna Medicare Part B only plan and separate rates will be provided to cover these members.

Total Medicare Eligible Members				6,777		
Medicare Eligibility	Lives	Plan		Proposed 2023 MA Rate	Proposed 2023 PD Rate	Proposed 2023 MAPD Rate
Medicare Parts A & B	6,735	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$50/\$50 \$400 OOP Max	\$10.40	\$218.00	\$228.40
Medicare Part B Only	42	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$50/\$50 \$400 OOP Max	\$519.40	\$218.00	\$737.40



## FRESNO UNIFIED SCHOOL DISTRICT

### Medical Plan 2 with Rx Plan A

<b>Medical Plan Highlights:</b>	<b>Medicare (C04) ESA PPO Plan</b>
<b><u>In-Network Benefits match Out-Of-Network</u></b>	
	<b><u>Benefits</u></b>
Annual Deductible	\$0
Primary Care Physician Visits	\$0
Physician Specialist Visits	\$0
Inpatient Hospital Care	\$0 per stay
Outpatient Surgery	\$0
Emergency Care; Worldwide	\$0
Urgently Needed Care; Worldwide	\$0
Skilled Nursing Facility	\$0 per day, days 1-100
Medical Annual Max Out-of-Pocket	\$0

<b>Pharmacy Plan Highlights:</b>	<b>Rx \$0/\$9/\$35/\$50/\$50</b>
Deductible	\$0
Formulary	Comprehensive+
Network	P1
ICL Retail 30-Day Supply	T1: \$0; T2: \$10; T3: \$35; T4: \$50; T5: \$50
ICL Preferred Retail 30-Day Supply	T1: \$0; T2: \$9; T3: \$35; T4: \$50; T5: \$50
ICL Retail 90-Day Supply	T1: \$0; T2: \$20; T3: \$70; T4: \$100; T5: Limited to one-month supply
ICL Preferred Mail Order 90-Day Supply	T1: \$0; T2: \$18; T3: \$70; T4: \$100; T5: Limited to one-month supply
GAP Coverage	Gap Eliminated: Full Coverage in Gap - Generally the same cost sharing as Initial Coverage Phase; may be reduced when required by CMS
Catastrophic Coverage:	You pay \$0.
Rx Annual Max Out-of-Pocket	\$400

***Not for Member Distribution. The benefits presented above are a high-level summary. Please review the Aetna MAPD Summary of Benefits for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.***

**Fresno Unified School District****2023 – 2025 Medicare Advantage and Part D Rate Guarantee**

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**2023-2025 Rate Guarantee**

The chart below outlines the Aetna Medicare Advantage and Part D (MAPD) guaranteed rates for 2023, 2024 and 2025 on a per member per month (PMPM) basis.

Medicare Eligibility	Lives	Plan		2023 Guaranteed Rate (\$ PMPM)	2024 Guaranteed Rate (\$ PMPM)	2025 Guaranteed Rate (\$ PMPM)
Medicare Parts A&B	6,735	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$50/\$50 \$400 OOP Max	\$228.40	\$244.40	\$260.40
Medicare Part B Only	42	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$50/\$50 \$400 OOP Max	\$737.40	\$799.40	\$867.40

**Conditions for the Guarantee**

We reserve the right to revise or remove the guarantee if any of the following conditions are not met:

- Accurate Information: All of the information provided by you and/or your representative(s) for the development of this proposal is accurate.
- Premium Payment: Fresno Unified School District makes the required premium payments in accordance with the contract provisions.
- Full Replacement: Aetna group retiree benefits are a full replacement and the only group plan available for all current retirees subject to this Request for Proposal. All current retirees will be defaulted into the Aetna Medicare Advantage plans and must opt out if they want an individual market plan.
- Benefit Plan Changes: There are no changes to the products, programs, current or proposed benefit plans.
- Legislative, Regulatory or CMS Changes or Enforcement action: There are no legislative, regulatory or CMS changes or enforcement actions that cause a material change to taxes, fees, assessments, required benefits, funding levels, or the manner and/or cost of providing Medicare Advantage plan medical and/or Part D benefits or standalone PDP coverage.

**Fresno Unified School District**

**2023 – 2025 Medicare Advantage and Part D Rate Guarantee**

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- Medicare Part D: Aetna reserves the right to change the Medicare Part D premium or restructure the Part D plan design or formulary if any changes are made to the laws, rules, and/or regulations applicable to the Medicare Part D program. This includes, but is not limited to:
  - elimination of safe harbor protection under the federal Anti-Kickback Statute (AKS) for drug manufacturer rebates or other price concessions
  - establishment of new safe harbor protection under the AKS for certain point-of-sale reductions in drug pricing
  - mandatory point-of-sale rebates / price concessions\*
  - changes to the drug manufacturer coverage gap discount program
  - changes to federal Part D subsidies, including changes to catastrophic reinsurance
  - statutory changes due to Part D reform\*\*
  - the Part D rebate rule is not repealed

\* The CMS annual MA and Part D Final Rule for plan year 2023 (“**Final Rule**”) eliminates post point-of-sale pharmacy price concessions. This policy will go into effect January 1, 2024. The MAPD pricing provided herein does not include any Part D rate increases that may be needed to reflect this Final Rule. Aetna is still analyzing and identifying all potential repercussions of this Final Rule. When all aspects of the Final Rule are fully evaluated, the MAPD rates may be increased.

**\*\* The Inflation Reduction Act of 2022 (the “Act”)** includes provisions that will result in Part D program changes for effective dates beginning in 2023. The MAPD guaranteed rates provided for the 2024 or 2025 plan year do not factor any adjustments needed to reflect Part D program changes resulting from passage of the Act. When all aspects of the Act are fully evaluated, the MAPD rates will be adjusted.

The premium developed in this proposal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible members in order for the member to be eligible for the Part D product. Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

Aetna Inc. reserves the right to review and possibly modify or terminate the guarantee arrangement if there is enactment of legislation (either state or federal) which impacts the ability of Aetna Inc. to contract for efficient, cost effective pharmacy care.

Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

This guarantee assumes that our current experience-rating renewal methodology for groups with at least 400 subscribers will continue to be the accepted and approved methodology for renewals effective 2024 or 2025. If this is not the case, this guarantee will be reviewed and may require revision.

**Fresno Unified School District****2023– 2025 Medicare Advantage and Part D Rate Guarantee**

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The supplemental premium rates are limited to prescription drugs covered by the quoted formulary. Aetna reserves the right to adjust the level of the guaranteed increase per any request for formulary coverage expansion. Unless specifically addressed in this document, all previously provided Financial Conditions also apply to this Medicare Advantage Renewal Guarantee.

In developing the guarantee pricing for 2024 and 2025 we have assumed certain values for the Initial Coverage Limit (ICL) and True Out of Pocket (TrOOP) thresholds. The final ICL and TrOOP figures are announced by CMS in the final call letter each year. If the actual ICL amount should change by more than 10% and/or the TrOOP amount should change by more than 10% from the assumption below we reserve the right to modify the pricing.

Year	Initial Coverage Limit	Out Of Pocket Threshold (TrOOP)
2023	\$4,660	\$7,400
2024	\$4,890 estimate	\$7,800 estimate
2025	\$5,140 estimate	\$8,200 estimate

- **Broker commissions:** Rate and rate guarantees assume Aetna's standard commission schedule will be paid. Please refer to the commissions schedule provided to you by your Aetna representative.
- **Pricing and Underwriting Basis:** Total enrollment in combined MAPD coverage for any given plan year must not vary by more than 10% from the assumed enrollment of 6,777 members.
- **Out-to-bid provision:** All components of this guarantee will be terminated if the Medicare Advantage coverage is put out to bid for the 2024 or 2025 coverage periods.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Effective Date**

The rates and benefit plan designs provided in this proposal are effective July 1, 2023 through December 31, 2023.

**Definitions**

For the purpose of this document: (1) “MA” means a group Medicare Advantage MA HMO and/or PPO plan without Medicare prescription drug coverage; (2) “MAPD” means a group MA HMO and/or PPO plan with Medicare prescription drug coverage; (3) “PDP” means a group standalone Medicare prescription drug plan; and (4) “ESA” means an MA PPO plan that uses a CMS-established waiver of service area requirements to offer coverage to eligible retirees/dependents who reside in an extended service area that does not offer a provider network that meets CMS network adequacy requirements.

**The following conditions allow us to assess the potential financial impact and adjust premium rates, subject to applicable state and federal mandates:**

- **Enrollment Assumptions** – The proposed rates assume member enrollment by plan type as outlined below:

	Product	Medicare Eligibility	Enrolled Members
Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$90/\$90 \$400 OOP Max	Parts A&B	6,735
Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan \$0 Deductible with Rx \$0/\$9/\$35/\$90/\$90 \$400 OOP Max	Parts B Only	42

We reserve the right to rerate or restructure our rating if: a) the total enrollment varies by more than 10 percent from the enrollment assumption used in the enclosed rating or, b) if any site’s enrolled membership expressed as a percent of total enrolled membership varies by more than +/- 10 percent from that assumed when rating the case. Aetna group retiree coverage does not extend to additional employer groups unless we are able to review supplemental census information and other underwriting information for appropriate financial review.

- **Full replacement** - This proposal assumes Aetna group retiree benefits will be a full replacement and the only plan for all current and future retirees from any source or other entity. If at any point in time during the period of the coverage, Aetna is not the full replacement plan, we reserve the right to revise, modify or terminate this proposal.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

- **Legislative, Regulatory or Enforcement action** – Aetna reserves the right to re-rate or restructure our rating for any legislative, regulatory or CMS changes or enforcement actions that cause a material change to taxes, fees, and assessments, required benefits, funding levels, or the manner and/or cost of providing Medicare Advantage with Part D Benefits.
- **Plan eligibility** -This proposal assumes members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in the Aetna Medicare Part B only plans that have been provided. Additionally, you represent that actively working employees and their dependents are not permitted to enroll in your group Aetna Medicare Advantage and/or standalone Medicare prescription drug plan(s) (“Plan(s)”), and that by offering the Plan(s) you intend to create and maintain a retiree plan that is separate from your active plan.
- **Employer contribution requirements** - This proposal assumes a minimum employer contribution level of 50% of the group premium for the Medical/Pharmacy plan. If the actual employer contribution differs from this assumed percentage, the medical and/or pharmacy rates and/or the plan offering are subject to revision.
- **Medicare Part D** - Aetna reserves the right to change the Medicare Part D premium, including the Medicare Part D component of the MAPD rate, or restructure the Part D plan design or formulary for the quoted plan year(s) if any changes are made to the laws, rules and/or regulations applicable to the Medicare Part D program.

The premium developed in this proposal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible members in order for the member to be eligible for the Part D product.

Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

- **Medicare Part D Formulary** - The 2023 supplemental premium rate is limited to prescription drugs covered by our current formulary offering as of the date of this quote. Aetna reserves the right to adjust the 2023 premium if the formulary changes, per CMS review/approval of our 2023 formulary filing.



**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

- **Rate and benefit approval** - This proposal is subject to Centers for Medicare and Medicaid Services (“CMS”) annual filing approval for the Medicare Advantage and Medicare prescription drug contracts, applications, and service areas for calendar year 2023. Filed benefits, including cost sharing amounts and premiums, are subject to regulatory approval(s), where applicable, and are effective July 1, 2023 through December 31, 2023.
- **Timely premium payments** - If a premium payment is not paid in full on or before the premium due date, a late payment charge of one and one-half percent of the total amount due per month may be added to the amount due, beginning with the premium due date. We also have the right to assess late premium payment and costs of collection of any unpaid premiums or fees, including **reasonable attorney’s fees** and cost of suit.
- **End stage renal disease** - This section applies to Aetna’s group MA, MAPD and PDPs (collectively, “Aetna Group Medicare Plans”). We assume that you don’t enroll retirees and their dependents who are Medicare beneficiaries diagnosed with End Stage Renal Disease (“ESRD Beneficiaries”) in the Aetna Group Medicare Plans during their 30-month coordination period, unless the ESRD beneficiaries maintain coverage under your commercial group health plan as the primary payer during their 30-month coordination period and the Aetna Group Medicare Plan is the secondary payer.

We will only offer Aetna Group Medicare Plans to ESRD Beneficiaries in a manner that is consistent and complies with applicable laws, rules, and regulations, including, but not limited to, 42 C.F.R. § 422.50(a)(2) and other Medicare Advantage and Medicare Secondary Payer (“MSP”) laws, rules and regulations and Centers for Medicare and Medicaid Services (“CMS”) instructions (“MSP Requirements”). If an ESRD Beneficiary is eligible for or entitled to Medicare based on End Stage Renal Disease, federal law requires your commercial group health plan (“GHP”) to be the primary payer for the first thirty months of the ESRD Beneficiary’s Medicare eligibility or entitlement (“30-month coordination period”), regardless of the number of employees and regardless of whether the ESRD Beneficiary is a current employee or retiree. Therefore, you must confirm whether ESRD Beneficiaries are in their 30-month coordination period, and not enroll ESRD Beneficiaries in our Aetna Group Medicare Plan during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

Aetna's understanding of the 21<sup>st</sup> Century Cures Act is that MSP Requirements continue to apply to ESRD Beneficiaries. This means that ESRD Beneficiaries will continue to have the option of enrolling in an Aetna Group Medicare Plan after they complete their 30-month coordination period, as permitted under MSP requirements. If CMS or any other federal agency with jurisdiction later indicates that MSP Requirements relating to ESRD Beneficiaries have changed as a result of the 21st Century Cures Act or any other applicable law, rule or regulation, Aetna reserves the right to revise or restructure the rates in this proposal.

- **Medical deductible credits** - This quote excludes medical deductible credits from our proposed medical plan.
- **Use of pharmacy data for medical management** - The enclosed medical rates assume that either, a) we are the pharmacy benefit administrator or PDP carrier or, b) we receive weekly pharmacy data feeds in an appropriate format from either you or your designated third party. The medical rates are subject to revision if either of these conditions does not occur.
- **Mail Order refill data transfer** - You must provide a Mail Order pharmacy open refill data file for electronic transfer of prescriptions to Aetna. The file must be received by April 1, 2023. Aetna does not charge a fee for incoming open refill files.
- **Implementation/Communication allowance** – We are including in the Aetna Medicare Plan ("Plan") costs an allowance of \$1.30 per enrolled member per month up to \$100,000 that may be used towards transition costs associated with your moving to and implementing your new Plan and/or towards certain communication-related expenses associated with your Plan that are incurred during the 2023 Plan year .

These funds will be available after the July 2023 Plan premium has been paid. Any amounts of the allowance that remain unused during the 2023 Plan year will be forfeited. This provides you with a budget or allowance of money from which you can draw to offset reasonable, identifiable implementation and communication costs incurred during the 2023 Plan year. You cannot draw on more than the amount of the allowance provided. You may only use the implementation/communication allowance to offset expenses you actually incur as a result of moving your business to Aetna or promoting/communicating your new Aetna Medicare Plan. The allowance can be applied to reimburse you for identifiable charges for the reasonable value of services performed. Some examples of transition-related expenses the allowance may be used for are:

## Financial Conditions

### Proprietary & Confidential

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Fresno Unified School District

July 1, 2023 through December 31, 2023

- Customized Member I.D. cards (creating, printing & mailing)
- Maintaining Member records due to the transition of business
- Handling Member enrollment
- Special programming in order to transmit data to Aetna
- Open Enrollment kits and flyers
- Plan Highlights Brochure Mailings
- Healthy Home Visit Mailers
- Medicare Calendars
- Care Advocacy Mailing

Reimbursement of implementation/communication-related expenses will be made to you and/or your contracted vendor. Ongoing business expenses and compensation paid to your employees/staff will not be reimbursed using the allowance. Reimbursement will be made once the expenses are incurred, and invoice(s) are provided. Invoices must be submitted to us by December 1, 2023. Should you terminate your agreement with us to offer the Plan the allowance cannot be used to fund implementation/communication expenses related to your new group health insurance plan. Reimbursements made by Aetna using the allowance are contingent on Aetna's receipt of a current W9 for any contracted vendor used by you (if applicable).

Any expenses beyond the implementation/communication allowance are your responsibility. Any amounts reimbursed by us to you to offset or reimburse you for expenses incurred as a result of contracting with us to offer the Aetna Medicare Plan will be paid in accordance with applicable law. You must determine appropriate accounting for these payments with your own counsel or accountant. We advise all plan sponsors receiving an implementation/communication allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets to consult with their ERISA counsel to determine if such allowance must be credited to plan assets. You should also consult with counsel regarding the accounting or reporting of such payments. We assume the funding of any implementation/communication budget is either at the request of your Plan Administrator acting in their fiduciary capacity to your Plan or for the exclusive benefit of your Plan.

- **Additional products and services-** We will bill you for the cost of special services that are not included or assumed in the pricing. For example, you'll be subject to additional charges for customized communication materials. Costs will depend on the actual services performed and are determined at the time the service is requested.

## **Financial Conditions**

### **Proprietary & Confidential**

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**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Inaccurate or incomplete information** – We’re relying on information from you and your representatives in establishing the rates and terms of this proposal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms.

**Proprietary and Confidential** – This proposal contains trade secrets and commercial and financial information that Aetna deems proprietary and confidential and cannot be further released to any third party by Fresno Unified School District **without Aetna’s** prior written consent.

### **Aetna Intellectual Property**

Under your Agreement with Aetna for the group Medicare Plans (“Agreement”), you may have access to certain of Aetna’s Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under the Agreement (“Aetna IP”). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to you.

### **Conclusion**

We present this proposal on the condition that it will be accepted in its entirety. Furthermore, we’ve assumed that you’ll continue to offer all other coverages, products, and services that you purchased previously. If there is a material change in this regard, we reserve the right to review and reprice this proposal. **If you’re interested in a subset of** our proposal, then we will gladly review and reprice, if necessary. Before accepting the rates in this proposal, you must disclose any material deviation, current or expected, from these assumptions.

The most recent version of this document issued by Aetna to you, including any attachments to this document (collectively, “Financial Documents”) are part of your agreement with Aetna to offer Medicare Advantage plans and/or standalone Medicare prescription drug plans (“Group Agreement”). In the event of a conflict between the terms of the Financial Documents and your Group Agreement and the documents incorporated into the Group Agreement, the order of priority shall be as described in your Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Broker commissions** – The enclosed rates exclude broker commissions.

We honor 'Agent of Record' or 'Broker of Record' letters when an agent, broker, or consultant sells new business or takes over an Aetna case from another agent, broker, or consultant. Please have an appropriate representative from your organization sign the letter using your organization's letterhead. The change will become effective on the first day of the month after our payment unit receives the 'Agent of Record' or 'Broker of Record' letter unless another future date is designated in the letter.

**Medicare Advantage/Medicare Part D Performance Guarantees**  
**General Performance Guarantee Provisions – Fully Insured Premium**

The Aetna companies of Aetna Health Inc. that currently provide health benefits administration and other services to our fully insured Medicare Advantage medical and Part D pharmacy group products include Aetna Health Inc., Aetna Health of California, Inc., Aetna Health of Illinois Inc., and/or Aetna Life Insurance Company. The performance guarantees shown in this document apply to fully insured Medicare Advantage plans with Medicare Part D pharmacy plans offered to Fresno Unified School District that will be administered under a Group Agreement that will be issued to Fresno Unified School District (“Group Agreement”). The Aetna company or companies named as parties to the Group Agreement will provide the services set forth in this document under the name of **Aetna Health Inc. (hereinafter “Aetna”).**

**Performance Objectives**

Aetna believes that measuring the activities described below are important indicators of how well it services Fresno Unified School District. Aetna is confident that the Plan Administration, Claim Administration, and Retiree Solutions Customer Services provided to Fresno Unified School District will meet their high standards of performance. To reinforce Fresno Unified School District’s confidence in Aetna’s ability to administer their program, Aetna is offering guarantees in the following areas:

**Summary of Performance Standards**

<b>Performance Category</b>	<b>Minimum Standard</b>	<b>Penalty</b>
<b>Implementation</b>		
▪ Implementation	Average evaluation score of 4.0 or higher	0.2%
▪ ID Card Production & Distribution	ID cards generated within 15 business days of confirmation by CMS	0.2%
<b>Account Management</b>		
▪ Overall Account Management Quarterly Meetings/Review Reports	Average evaluation score of 3.0 or higher	0.2%
<b>Claim Administration</b>		
▪ Medical Turnaround Time	90.0% of claims processed within 30 calendar days	0.1%
▪ Pharmacy Mail Order Dispensing Accuracy	99.95%	0.1%
<b>Customer Services</b>		
▪ Telephone Service Factor	80% within 30 seconds	0.1%
▪ Abandonment Rate	5.0%	0.1%
<b>Total Percent of Supplemental Premium</b>		<b>1.0%</b>

### **Medicare Advantage/Medicare Part D Performance Guarantees Guarantee Period**

The guarantees described herein will be effective for a period of 6 months and will run from **July 1, 2023 to December 31, 2023 (hereinafter “guarantee period”)**.

The performance guarantees shown below will apply to the fully insured Medicare Advantage medical and Part D pharmacy plans administered under the Group Agreement.

For any performance guarantee that is unsatisfactory we will develop an improvement plan to achieve the stated performance guarantees.

If due to circumstances **not within Aetna’s reasonable control, including but not limited to** major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, **disability of significant part of Aetna’s Network Providers or entities with whom Aetna** has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of unearned prepaid Premiums held by Aetna on the date such event occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, considering the impact of the event.

### **Aggregate Maximum**

In total, Aetna agrees to place **1.0%** of its applicable guarantee period customer paid premiums at risk through the Performance Guarantees outlined in this document. The guarantee period premiums will be calculated at the end of the guarantee period and will be based on the total number of retirees actually enrolled in the Medicare Advantage Medical plans throughout the guarantee period.

## **Medicare Advantage/Medicare Part D Performance Guarantees**

### **Termination Provisions**

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

- (i) a material change in the plan initiated by Fresno Unified School District or by legislative action that impacts the claim adjudication process, member service functions or network management.
- (ii) failure of Fresno Unified School District to meet its obligations to remit premiums as stipulated in the Group Agreement.
- (iii) failure of Fresno Unified School District to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

No guarantees shall apply for a guarantee period during which the Group Agreement is terminated by Fresno Unified School District or by Aetna.

### **Refund Process**

At the end of each guarantee period, Aetna will compile its Performance Guarantees results. If necessary, Aetna will provide a "lump sum" refund for any penalties incurred by Aetna.

### **Measurement Criteria**

Except where otherwise stated below, Aetna's internal quality results for the Medicare book of business will be used to determine guarantee compliance.



**Medicare Advantage/Medicare Part D Performance Guarantees**  
**Implementation**

**Implementation Guarantee**

**Guarantee:** Aetna developed and utilizes the implementation team concept to carefully coordinate all aspects of the implementation. An implementation manager will be assigned to assemble Fresno Unified School Districts' **implementation team and working with Fresno Unified School Districts' team, will help determine the implementation priorities.** The implementation manager will develop an implementation management plan that will outline the tasks to be accomplished and will also indicate mutually agreed upon target dates for their completion. As new information becomes available and priorities change, the plan will be updated. Fresno Unified School District will be responsible for providing key information to Aetna by the mutually agreed upon target dates. The performance guarantee is contingent upon Fresno Unified School Districts' **required participation in reviewing Aetna's plan of benefits detail document.**

Aetna is confident that Fresno Unified School District will be pleased with our implementation team approach and therefore we are offering an implementation performance guarantee. This guarantee is effective for the implementation period in the first guarantee period. The implementation period commences at the initial implementation meeting and runs through the implementation sign-off.

**Penalty and Measurement Criteria:** Via timely responses to the Implementation Evaluation Tool, Fresno Unified School District agrees to make Aetna aware of possible sources of dissatisfaction throughout the implementation period. Each question will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Results from the evaluation tool when will be used to facilitate a discussion between Fresno Unified School District, the implementation manager and the Account Team regarding the results achieved. If, at the end of the implementation process, the final average score of the evaluations falls below 4.0, a mutually agreed upon penalty will apply, subject to a maximum penalty of **0.2%** of supplemental premium. The guarantee will be considered met if the survey is not returned.

**ID Card Production and Distribution**

**Guarantee:** Aetna guarantees that it will produce and mail ID cards to plan participants within 15 business days of receiving confirmation of eligibility from the Centers for Medicare & Medicaid Services (CMS).

**Definition:** For all **complete, accurate and viable** open enrollment eligibility data provided by Fresno Unified School District, accepted by the system, and confirmed by CMS, Aetna agrees to produce and mail ID cards within 15 business days of receiving confirmation by Centers for Medicare & Medicaid Services (CMS-).

**Penalty and Measurement Criteria:** Aetna will pay out an amount equal to **0.2%** of the guarantee period premiums if Aetna fails to produce and mail ID cards to Fresno Unified School District members within 15 business days of receiving the eligibility confirmation file from CMS. **Aetna's implementation team records will be used to determine whether ID cards** were produced and mailed within the specified time frame.

## **Medicare Advantage/Medicare Part D Performance Guarantees**

### **Account Management**

#### **Overall Account Management Guarantee**

**Guarantee:** Aetna will guarantee that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Field Office Account Management Staff during the guarantee period will be satisfactory to Fresno Unified School District.

**Penalty and Measurement Criteria:** Via quarterly responses to the Account Management Evaluation Tool (sample attached), Fresno Unified School District agrees to make Aetna aware of possible sources of dissatisfaction throughout the guarantee period. Fresno Unified School District responses to the attached evaluation tool will evaluate account management services in the following categories: technical knowledge, accessibility of personnel, responsiveness of personnel, interpersonal skills, communication skills (written and oral) and overall assessment of the services provided to Fresno Unified School District. Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the report cards when received. The results of the first survey will be used to facilitate a discussion between Fresno Unified School District and **Aetna's** Account Executive, regarding the results achieved and opportunities for improvement.

If the report cards are not completed and returned within one month of receipt, it will be assumed that the service provided to Fresno Unified School District is satisfactory. If the score on the first report card is below an average rating of 3.0 and the service improves to an average of 3.0 for the second and subsequent surveys, no credit is due. Satisfactory service would equal a score of 3.0 and would be based on a total average of the survey questions with a rating scale of 1 to 5. Should the score from the first report card and the average of the remaining report cards fall below a 3.0 (meaning that service levels have not improved), Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of **0.2%** of the guarantee period premiums.

**Medicare Advantage/Medicare Part D Performance Guarantees  
Claim Administration**

**Medical Turnaround Time**

**Guarantee:** Aetna will guarantee that the claim turnaround time during the guarantee period will not exceed 30 calendar days for 90.0% of the processed claims on a cumulative basis each year.

**Definition:** Aetna measures turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied, or pending).

**Penalty and Measurement Criteria:** If the cumulative year turnaround time (TAT) exceeds the day guarantee as stated above, Aetna will pay out an amount equal to 0.02% of the guarantee period premiums for each full day that Turnaround Time exceeds 30 calendar days for 90.0% of all claims. There will be a maximum reduction of **0.1%** of the guarantee period premiums. Guarantee results will be measured based on Aetna's book of business.

**Pharmacy Mail Order Drug Accuracy**

**Guarantee:** Aetna guarantees that at least 99.95% of all mail order prescriptions will be dispensed correctly for drug, strength, form, instructions, and patient.

**Definition:** For the respective guarantee period, total dispensing accuracy is measured as the number of prescriptions with no errors divided by the total number of prescriptions dispensed.

**Penalty and Measurement Criteria:** A penalty of .02% of the applicable guarantee period amount at risk will apply for each 1% that the actual percentage of all mail order prescription dispensing accuracy falls below the target of 99.95%. There will be a maximum penalty of **0.1%** of the applicable guarantee period premium at risk. Guarantee results will be measured based on Aetna's book of business.

**Medicare Advantage/Medicare Part D Performance Guarantees**  
**Member Services**

**Telephone Service Factor (TSF)**

**Guarantee:** Aetna will guarantee that the TSF for the phone skill(s) providing your customer service are used and will not fall below **80.0%** of all calls responded to within **30** seconds.

**Definition:** TSF measures the speed at which calls are answered by Customer Service Advocates after being placed in queue by the auto attendant. This does not include the time the caller spent navigating through any auto attendant menus. TSF includes total calls (answered and abandoned) that are offered to Advocates. Interactive Voice Response (IVR) system calls are not included in the measurement of TSF. The TSF measure is a percentage of calls answered within 30 seconds. In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a penalty may not be paid if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

**Penalty and Measurement Criteria:** Aetna will pay out an amount of 0.02% of the guarantee period premium at risk for each full percentage point that the cumulative TSF falls below 80.0% for calls to be answered within 30 seconds. The maximum reduction will be **0.1%** of the guarantee period premiums. **Guarantee results will be measured based on Aetna's Medicare book of business.**

**Abandonment Rate**

**Guarantee:** Aetna will guarantee that the average rate of telephone abandonment for member services will not exceed 5.0%.

**Definition:** On an ongoing basis, Aetna measures telephone response time through monitoring equipment that produces a report on the average abandonment rate. The abandonment rate measures the total number of calls abandoned divided by the number of calls accepted into the unit.

**Penalty and Measurement Criteria:** Aetna will pay out an amount of 0.02% of the guarantee period premiums for each 1.0% that the average abandonment rate exceeds 5.0%. There will be a maximum reduction of **0.1%** of the guarantee period premiums. **Guarantee results will be measured based on Aetna's Medicare book of business.**

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

The following plan benefit information is being provided to notify Fresno Unified School District of some important information related to Aetna's Medicare Advantage and Part D plans.

**Medicare Advantage – Medical Plan Information**

**Network**

**CMS group enrollment waiver**

CMS has established a waiver of network service area requirements (“Waiver”) for some employer/union groups. Under this waiver, the employer/union may enroll their retirees in an MA HMO or PPO plan even if they reside in a service area that does not have access to network providers. We refer to these non-network service areas as “Extended Service Areas” (ESA).

In order to be eligible for the Waiver, at least 51 percent of your retirees and dependents must live in a service area that provides adequate access to network providers. Aetna will apply the CMS network requirements when determining if a county or service area meets adequate access requirements.

It is important to know that:

- Members in an ESA plan may not have access to the Aetna network of providers that meets CMS network adequacy requirements.
- Providers that are not contracted with Aetna are not required to accept the Aetna ESA PPO plan except for emergency and urgently needed care.

We will monitor the network adequacy throughout the year to confirm that standards are met. Our network teams will work to strengthen our provider networks to meet CMS network adequacy requirements to help avoid potential disruption to our members.

As of December 2022, 94% of your members reside in service areas that meet CMS network adequacy requirements. If the total percentage of members falls below 51 percent by the date of your Aetna MA PPO plan renewal, we cannot offer you our MA PPO ESA plan. However, we will work with you to evaluate other group health plan options that can be offered in these extended service areas to help reduce potential Member disruption.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

### **US Territories**

Aetna offers Medicare Advantage PPO plans to retirees throughout the 50 states, Washington, DC, and the US Territories through use of a CMS service area waiver (“MA PPO ESA plans”). Please be advised that coverage under the MA PPO ESA plan in the US Territories is limited to medical coverage. Aetna MA PPO ESA plans do not offer fully insured Medicare prescription drug coverage in the US Territories. Therefore, if one of your MA PPO ESA plan members moves to a US Territory and Medicare prescription drug coverage is offered under that plan, the member will no longer be eligible for the plan. By mutual agreement, Aetna may offer a MA PPO ESA plan with medical coverage only for your members who reside in the US Territories, and we will discuss with you available pharmacy coverage options.

We are making you aware of these rules because of the potential impact to your account structure and eligibility files in this scenario. Please reach out to your Account Management Team for more information.

### **Part D Information**

#### **Prescription drug coverage**

Our retiree pharmacy coverage consists of two components: basic Medicare Part D benefits and supplemental benefits.

- We offer Medicare Part D plan coverage pursuant to our contract with the CMS. We receive monthly payments from CMS for the Part D portion of your coverage.
- We offer supplemental coverage that wraps around the basic Medicare Part D benefits, allowing you to offer enhanced pharmacy benefits. We receive monthly premium payments from you and/or your retirees for the supplemental coverage. Depending on your plan design, supplemental coverage may also include benefits for non-Part D covered drugs.

We will report drug claims information to CMS, based on the source of the applicable coverage payment - Medicare Part D, plan sponsor or member.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

### **Aetna Mail Order and Specialty**

Aetna's mail order benefits are filled by CVS Caremark® Mail Service Pharmacy. This mail order service supplies medications for drugs taken on a regular basis, sometimes referred to as maintenance drugs. Examples of maintenance drugs include medications used to treat chronic conditions such as arthritis, high cholesterol, asthma, or high blood pressure. CVS Caremark® Mail Service Pharmacy does not supply medications used for short-term illnesses, such as cold medications or antibiotics. Additionally, certain drugs that require special handling may not be available through CVS Caremark® Mail Service Pharmacy. These drugs are sometimes called specialty drugs and may require storage at controlled temperatures or other unique handling requirements which cannot be accommodated through a traditional mail order arrangement. Therefore, most specialty drugs are not available at the mail order benefit (cost share) and instead will pay at the retail benefit (cost share). Also, specialty drugs are generally limited to a 30-day fill, to reduce waste of these high-cost drugs.

### **Administration of the open formulary**

Newly approved drugs won't be covered until they've undergone internal clinical review as well as external review by our Pharmacy and Therapeutics (P&T) Committee. Following the review, we will determine in which tier the drug will reside, include any applicable utilization management edits as approved by the P&T committee, and release the drug for coverage under open formulary plans.

### **The P1 Preferred Network plan option**

This option provides a lower price point through the use of a pharmacy with preferred status. Members generally pay a lower cost share when utilizing pharmacies that are preferred. Members will also have access to standard pharmacies within the network; however, they will likely pay a higher cost share when receiving covered medications at standard pharmacies. To find a network pharmacy, members can visit our website:

<http://www.aetnaretireplans.com>.

### **Medicare Part D creditable coverage**

If an applicant cannot demonstrate that he/she had prior creditable coverage, the applicant may incur late enrollment penalties, consistent with laws, rules, and regulations applicable to the Part D program.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Premiums**

- **Medicare Advantage – Premium Requirements** - The following requirements apply only if Aetna is offering a Medicare Advantage HMO or PPO Plan to your members, and you and your members are paying any portion of the premium for the Medicare Advantage benefit (“MA Premium”). CMS requires that we notify you of these requirements. You must comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the member:
  1. You may subsidize different amounts of MA Premium for different classes of members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
  2. MA Premium contribution levels cannot vary for members within a given class.
  3. Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the member.
- **Premium and Low Income Subsidy (“LIS”) Requirements and Late Enrollment Penalty (“LEP”)** - Fresno Unified School District will comply with the following conditions with respect to any subsidization of that portion of premiums paid by Fresno Unified School District for the Medicare Prescription Drug benefit (“PD Premium”) and any required PD Premium contribution by members enrolled in MAPDs or PDPs (“Members”):
  - Fresno Unified School District may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy (“LIS”).
  - PD Premium contribution levels cannot vary for Members within a given class.



**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member (“Member Contribution”) so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Fresno Unified School District will comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Fresno Unified School District’s PD Premium contribution. However, if the sum of the Member Contribution and Fresno Unified School District’s PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.
- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Fresno Unified School District shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Fresno Unified School District’s Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.
- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Fresno Unified School District, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

**Group Billed** – If Aetna is billing and collecting the entire plan premium from Fresno Unified School District and Fresno Unified School District chooses to receive group list invoices, Aetna will apply LIS subsidy credits and LEP debits to the group invoice. Fresno Unified School District must apply the LIS subsidy and collect the LEP consistent with applicable law.

**Direct Billed** - If Fresno Unified School District chooses direct billing (i.e., Aetna directly bills and collects the entire plan premium from Members), Aetna will apply LIS to the Member invoice and will add LEP debits consistent with applicable law.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Additional Retiree Programs**

**"Age-In" Program**

Aetna executes an optional communications program (monthly or quarterly) known as the "Age-in" Program. This Program provides your Aetna members who are approaching age 65 with timely information regarding your Aetna Medicare Plan. The "Age-in" Program currently consists of a mailing(s) that can be sent 2-3 months before the 65th birthday month and the mailing list is determined solely based on age. This means that these mailings may be sent to both your retirees and active employees who are nearing their 65th birthday. The scope of this Program is subject to change.

**Important Note:** Please notify your Account Executive Team if you do not wish to participate in the "Age-in" Program. If your Account Executive Team does not receive this notice 30 days prior to your plans effective date, Aetna will proceed with including your members in the "Age-in" Program.

**Helping your retirees obtain Medicaid coverage and access to community assistance programs**

We're pleased to provide plan sponsors with a Medicaid outreach program through BeneLynk. This program provides continuous monitoring of social program eligibility and enrollment status to ensure appropriate access to benefits for which members are entitled.

This program includes:

- Community Programs to help members overcome food insecurity, transportation, social isolation, and lower the cost of utilities
- Initial Outreach and enrollment assistance with Medicaid or Medicare Savings Programs and the Low Income Subsidy
- Annual Recertification to maintain enrollment in these programs

We believe our Medicaid outreach program provides a valuable service to potentially eligible members by educating them about and screening for Medicaid programs. Medicaid eligibility may help reduce member out-of-pocket cost sharing and premiums. It can also help us reduce annual plan premium increases due to the additional payment we receive from CMS for these beneficiaries.

If your organization doesn't wish to participate and have your retirees contacted by BeneLynk, your organization may "opt-out" of our Medicaid outreach program. To do so, please contact your Aetna representative no later than April 1, 2023.

Please Note: If we don't receive your "opt-out" notification by April 1, 2023, your organization will be included in our Medicaid outreach program.

**Fresno Unified School District**

**July 1, 2023 through December 31, 2023**

**Federal Information**

**Employer Reporting Requirements:**

Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

For Medicare plans (including Medicare Advantage), the reporting obligation under Section 6055 is on the Centers for Medicare and Medicaid Services (CMS) to the extent it applies. CMS will report the required information to the IRS about the type and period of coverage provided to each individual member enrolled in these plans and will furnish the required statements to subscribers.

IRC Section 6056 requires large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions.

To satisfy the 6056 employer reporting requirements, you must file the required returns with the IRS by no later than February 28 of the year following coverage (if filing on paper) or March 31 (if filing electronically) and furnish a statement to all full-time employees by January 31st of the year following the calendar year to which the return relates (i.e., January 31, 2024 for the 2023 calendar year).

**Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company, SilverScript Insurance Company and/or their affiliates**

**(Aetna).** Aetna Medicare is a PDP, HMO, PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal. Limitations, co-payments, and restrictions may apply. Benefits, pharmacy network, provider network, premium and/or co-payments/co-insurance may change on January 1 of each year.



FRESNO UNIFIED SCHOOL DISTRICT  
Aetna Medicare<sup>SM</sup> Plan (PPO)  
Medicare (C04) ESA PPO Plan  
Rx \$0/\$9/\$35/\$50/\$50

Benefits and Premiums are effective July 1, 2023 through December 31, 2023

**SUMMARY OF BENEFITS**  
**PROVIDED BY AETNA LIFE INSURANCE COMPANY**

**Primary Care Physician (PCP):** You have the option to choose a PCP. When we know who your provider is, we can better support your care.

**Referrals:** Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

**Prior Authorizations:** Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (\*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Annual Deductible	\$0

This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part A and B services.

**Annual Maximum Out-of-Pocket Amount**

Annual maximum out-of-pocket limit amount \$0  
includes any deductible, copayment or  
coinsurance that you pay.

It will apply to all medical expenses except Hearing Aid Reimbursement, Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.



FRESNO UNIFIED SCHOOL DISTRICT

Aetna Medicare<sup>SM</sup> Plan (PPO)

Medicare (C04) ESA PPO Plan

Rx \$0/\$9/\$35/\$50/\$50

<b>HOSPITAL CARE*</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Inpatient Hospital Care</b>	\$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
<b>Observation Stay</b>	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
<b>Outpatient Services &amp; Surgery</b>	\$0
<b>Ambulatory Surgery Center</b>	\$0
<b>PHYSICIAN SERVICES</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Primary Care Physician Visits</b>	\$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
<b>Physician Specialist Visits</b>	\$0
<b>PREVENTIVE CARE</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Medicare-covered Preventive Services</b>	\$0
<ul style="list-style-type: none"><li>• Abdominal aortic aneurysm screenings</li><li>• Alcohol misuse screenings and counseling</li><li>• Annual Well Visit - One exam every 12 months.</li><li>• Bone mass measurements</li><li>• Breast exams</li><li>• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 &amp; over.</li><li>• Cardiovascular behavior therapy</li><li>• Cardiovascular disease screenings</li><li>• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.</li><li>• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)</li><li>• Depression screenings</li><li>• Diabetes screenings</li></ul>	



FRESNO UNIFIED SCHOOL DISTRICT  
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- HBV infection screening
- Hepatitis C screening tests
- HIV screenings
- Lung cancer screenings and counseling
- Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes.
- Nutrition therapy services
- Obesity behavior therapy
- Pelvic Exams - one routine GYN visit and pap smear every 24 months.
- Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service
- Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday)
- Sexually transmitted infections screenings and counseling
- Tobacco use cessation counseling
- Welcome to Medicare preventive visit

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<b>Immunizations</b>	<b>\$0</b>
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- Flu
- Hepatitis B
- Pneumococcal

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<b>Additional Medicare Preventive Services</b>	<b>\$0</b>
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- Barium enema - one exam every 12 months.
- Diabetes self-management training (DSMT)
- Digital rectal exam (DRE)
- EKG following welcome exam
- Glaucoma screening

<b>EMERGENCY AND URGENT MEDICAL CARE</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
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<b>Emergency Care; Worldwide</b> (waived if admitted)	<b>\$0</b>
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<b>Urgently Needed Care; Worldwide</b>	<b>\$0</b>
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Aetna Medicare<sup>SM</sup> Plan (PPO)  
Medicare (C04) ESA PPO Plan  
Rx \$0/\$9/\$35/\$50/\$50

<b>DIAGNOSTIC PROCEDURES<sup>1</sup></b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Diagnostic Radiology</b>	<b>\$0</b>
CT scans	
<b>Diagnostic Radiology</b>	<b>\$0</b>
Other than CT scans	
<b>Lab Services</b>	<b>\$0</b>
<b>Diagnostic testing &amp; procedures</b>	<b>\$0</b>
<b>Outpatient X-rays</b>	<b>\$0</b>
<b>HEARING SERVICES</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Routine Hearing Screening</b>	<b>\$0</b>
We cover one every twelve months	
<b>Medicare Covered Hearing Examination</b>	<b>\$0</b>
<b>Hearing Aid Reimbursement</b>	<b>\$1,000 once every 36 months</b>
<b>DENTAL SERVICES</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Medicare Covered Dental*</b>	<b>\$0</b>
Non-routine care covered by Medicare.	
<b>VISION SERVICES</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Routine Eye Exams</b>	<b>\$0</b>
One annual exam every 12 months.	
<b>Diabetic Eye Exams</b>	<b>\$0</b>
<b>Medicare Covered Eye Exam</b>	<b>\$0</b>
<b>Vision Eyewear Reimbursement</b>	<b>\$100 once every 12 months</b>
Applies to In or out of network	





FRESNO UNIFIED SCHOOL DISTRICT  
Aetna Medicare<sup>SM</sup> Plan (PPO)  
Medicare (C04) ESA PPO Plan  
Rx \$0/\$9/\$35/\$50/\$50

<b>MENTAL HEALTH SERVICES*</b>		This is what you pay for network & out-of-network providers.
<b>Inpatient Mental Health Care</b>	\$0 per stay	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.		
<b>Outpatient Mental Health Care</b>	\$0	
Individual visit		
<b>Partial Hospitalization</b>	\$0	
<b>Inpatient Substance Abuse</b>	\$0 per stay	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.		
<b>Outpatient Substance Abuse</b>	\$0	
Individual visit		
<b>SKILLED NURSING SERVICES*</b>		This is what you pay for network & out-of-network providers.
<b>Skilled Nursing Facility (SNF) Care</b>	\$0 per day, days 1-100	
Limited to 100 days per Medicare Benefit Period.		
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.		
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.		
<b>PHYSICAL THERAPY SERVICES*</b>		This is what you pay for network & out-of-network providers.
<b>Outpatient Rehabilitation Services</b>	\$0	
(Speech, physical, and occupational therapy)		
<b>AMBULANCE SERVICES</b>		This is what you pay for network & out-of-network providers.
<b>Ambulance Services</b>	\$0	
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.		





FRESNO UNIFIED SCHOOL DISTRICT  
Aetna Medicare<sup>SM</sup> Plan (PPO)  
Medicare (C04) ESA PPO Plan  
Rx \$0/\$9/\$35/\$50/\$50

<b>TRANSPORTATION SERVICES</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Transportation (non-emergency)</b>	<b>24 one-way trips with 60 miles allowed per trip</b>
<b>MEDICARE PART B PRESCRIPTION DRUGS*</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Medicare Part B Prescription Drugs</b>	<b>\$0</b>
<b>MEDICARE PART D PRESCRIPTION DRUGS</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>

**Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.**



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Rx \$0/\$9/\$35/\$50/\$50

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
<b>Allergy Shots</b>	\$0
<b>Allergy Testing</b>	\$0
<b>Blood</b>	\$0
All components of blood are covered beginning with the first pint.	
<b>Cardiac Rehabilitation Services</b>	\$0
<b>Chiropractic Services*</b>	\$0
Medicare covered benefits only.	
<b>Diabetic Supplies*</b>	\$0
Includes supplies to monitor your blood glucose from LifeScan.	
<b>Durable Medical Equipment/ Prosthetic Devices*</b>	\$0
<b>Home Health Agency Care*</b>	\$0
<b>Hospice Care</b>	Covered by Original Medicare at a Medicare certified hospice.
<b>Medical Supplies*</b>	Your cost share is based upon the provider of services
<b>Medicare Covered Acupuncture</b>	\$0
<b>Outpatient Dialysis Treatments*</b>	\$0
<b>Podiatry Services</b>	\$0
Medicare covered benefits only.	
<b>Pulmonary Rehabilitation Services</b>	\$0
<b>Radiation Therapy*</b>	\$0



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<b>ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Fitness Benefit</b>	SilverSneakers®
<b>Meals</b>	\$0
Covered up to 14 meals following an inpatient stay.	
<b>Resources For Living®</b>	Covered
For help locating resources for every day needs.	
<b>Teladoc™</b>	\$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
<b>Telehealth</b>	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	\$0
Telehealth Specialist	\$0
Telehealth Occupational Therapy Services	\$0
Telehealth PT and SP Services	\$0
Telehealth Other Health care Providers	\$0
Telehealth Individual Mental Health	\$0
Telehealth Group Mental Health	\$0
Telehealth Individual Psychiatric Services	\$0
Telehealth Group Psychiatric Services	\$0
Telehealth Individual Substance Abuse Services	\$0
Telehealth Group Substance Abuse Services	\$0
Telehealth Behavioral Health	\$0
Vendor: MD Live	
Telehealth Kidney Disease Education Services	\$0
Telehealth Diabetes Self-Management Training	\$0
Telehealth Opioid Treatment Program Services	\$0
Telehealth Urgent care	\$0



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<b>ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)</b>	<b>This is what you pay for network &amp; out-of-network providers.</b>
<b>Acupuncture</b> twenty visits every year, in lieu of anesthesia and for treatment of chronic pain.	\$0
<b>Enhanced Chiropractic Services*</b> Visits: twenty eight visits every year	\$0
<b>Compression Stockings</b>	\$0
<b>Foot Orthotics</b>	\$0
<b>Routine Physical Exams</b> One exam per calendar year	\$0

Benefits that may require a prior authorization are listed with an asterisk (\*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.



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#### PHARMACY - PRESCRIPTION DRUG BENEFITS

**Calendar-Year deductible for Prescription drugs** \$0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible.

**Maximum Out of Pocket** Once member reaches out of pocket expense of \$400, the member cost sharing is reduced to \$0.

**Pharmacy Network** P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (<http://www.aetnaretireeplans.com>)

**Formulary (Drug List)** Comprehensive+

**Initial Coverage Limit (ICL)** \$4,660

The Initial Coverage Limit includes the plan deductible, if applicable. This is your cost sharing until covered Medicare prescription drug expenses reach the Initial Coverage Limit (and after the deductible is satisfied, if your plan has a deductible):

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	Standard	Preferred Retail	Preferred Mail	Standard Retail or Mail
<b>Tier 1 - Preferred Generic</b> Generic Drugs	\$0	\$0	\$0	\$0	\$0
<b>Tier 2 - Generic</b> Generic Drugs	\$9	\$10	\$18	\$18	\$20
<b>Tier 3 - Preferred Brand</b> Preferred Brand Drugs	\$35	\$35	\$70	\$70	\$70
<b>Tier 4 - Non-Preferred Brand</b> Non-Preferred Brand Drugs	\$50	\$50	\$100	\$100	\$100





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5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	Standard	Preferred Retail	Preferred Mail	Standard Retail or Mail
<b>Tier 5 - Specialty</b> Includes high-cost/unique generic and brand drugs	\$50	\$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

#### Coverage Gap

The Coverage Gap starts once covered Medicare prescription drug expenses have reached the Initial Coverage Limit. Your cost-sharing for covered Part D drugs after the Initial Coverage Limit and until you reach \$7,400 in prescription drug expenses is indicated below.

Your former employer/union/trust provides additional coverage during the Coverage Gap stage for covered drugs. This means that you will generally continue to pay the same amount for covered drugs throughout the Coverage Gap stage of the plan as you paid in the Initial Coverage stage. Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

#### Catastrophic Coverage:

You pay \$0.

Catastrophic Coverage benefits start once \$7,400 in true out-of-pocket costs is incurred.

Your plan includes a maximum out of pocket of \$400. You will pay \$0 once you reach the maximum out of pocket.



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**Requirements:**

**Pre-certification**

Applies

**Step-Therapy**

Applies

**Non-Part D Supplemental Benefit**

- Agents used for cosmetic purposes or hair growth
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

**Medical Disclaimers**

For more information about Aetna plans, go to [www.AetnaRetireePlans.com](http://www.AetnaRetireePlans.com) or call Member Services at toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The provider network may change at any time. You will receive notice when necessary.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare
- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B





You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

#### **Pharmacy Disclaimers**

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single Integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

Aetna's pharmacy network includes limited lower-cost, preferred pharmacies in Suburban Arizona, Suburban Illinois, Urban Kansas, Rural Michigan, Urban Michigan, Urban Missouri, Urban Pennsylvania, Suburban Utah, Suburban West Virginia, Suburban Wyoming. The lower costs advertised in our plan materials for these pharmacies may not be available at the pharmacy you use. For up-to-date information about our network pharmacies, including whether there are any lower-cost preferred pharmacies in your area, please call 1-866-241-0357 (TTY: 711) or consult the online pharmacy directory at <http://www.aetnaretireeplans.com>.

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.





Members who get "extra help" don't need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered "mail-order pharmacies." Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

The Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. The amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and moves you through the coverage gap.

Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.
- Generally cover drugs prescribed for "off label" use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as "exclusions" or "non-Part D drugs". These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring



- services be purchased exclusively from the manufacturer as a condition of sale
- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

**Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan.** Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the non-part D supplemental benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

#### **Plan Disclaimers**

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company and/or their affiliates (Aetna). Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

The formulary, provider and/or pharmacy network may change at any time. You will receive notice when necessary.

Resources For Living is the brand name used for products and services offered through the Aetna group of subsidiary companies.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2023 Handbook*. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (<http://www.medicare.gov>) or by calling 1-800-MEDICARE (1-





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800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

**ATTENTION:** If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711).

**Traditional Chinese:** 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711)。

You can also visit our website at <http://www.aetnaretireplans.com>. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

**English:** We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-307-4830. Someone who speaks English/Language can help you. This is a free service.

**Spanish:** Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-307-4830. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

**Chinese Mandarin:** 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑问。如果您需要此翻译服务，请致电 1-800-307-4830。我们的中文工作人员很乐意帮助您。这是一项免费服务。

**Chinese Cantonese:** 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯服務。如需翻譯服務，請致電 1-800-307-4830。我們講中文的人員將樂意為您提供幫助。這是一項免費服務。

**Tagalog:** Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-307-4830. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

**French:** Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-307-4830. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

**Vietnamese:** Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quý vị cần thông dịch viên xin gọi 1-800-307-4830 sẽ có nhân viên nói tiếng



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**Viet:** giúp đỡ quý vị. Đây là dịch vụ miễn phí.

**German:** Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-307-4830. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

**Korean:** 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-307-4830번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

**Russian:** Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-307-4830. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

#### **:Arabic**

إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، اطلب منكم الاتصال بنا على 1-800-307-4830. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

**Hindi:** हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुमाविया सेवार्ए उपलब्ध हैं. एक दुमाविया प्राप्त करने के लिए, बस हमें 1-800-307-4830 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

**Italian:** È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-307-4830. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

**Português:** Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-307-4830. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

**French Creole:** Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal ouwa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-307-4830. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

**Polish:** Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-307-4830. Ta usługa jest bezpłatna.



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**Japanese:** 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするために、無料の通訳サービスがあります。通訳をご用命になるには、1-800-307-4830にお電話ください。日本語を話す人 者が支援いたします。これは無料のサービスです。

**Hawaiian:** He kōkua māhele 'ōlelo kā mākou i mea e pane 'ia ai kōu mau nīnām e pili ana i kā mākou papahana olakino a lā'an lapa'au paha. I mea e loa'a ai ke kōkua māhele 'ōlelo, e kelepona mai iā mākou ma 1-800-307-4830. E hiki ana i kekahi mea 'ōlelo Pelekānia/ 'Ōlelo ke kōkua iā 'oe. He pōmaika'i i māmahi kōia.

\*\*\*This is the end of this plan benefit summary\*\*\*

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Y0001\_GRP\_1088\_3732a\_2021\_M



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Aetna Open Choice Preferred Provider Organization Plan

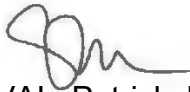
**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Aetna Open Choice Preferred Provider Organization (PPO) plan for dependents of our retirees who are not Medicare eligible or not enrolled in Medicare. As the district moves towards a fully insured Medicare Advantaged Plan there is a need to make sure our retirees and their dependents are covered.

Currently, there are approximately 375 dependents who will partake in this plan. Participants will be able to access the medical services through the PPO Network which is currently the same plan for active employees and retirees. Aetna currently has nationwide coverage and has providers in all 50 states. The term of this agreement is for a three-year period effective July 01, 2023, through June 30, 2026.

Total premiums will fluctuate based on enrollment. The cost is \$1,449 per spouse and \$1,040 per child per month with an annual cost estimated at approximately \$5.88 million.

**FINANCIAL SUMMARY:** Sufficient funds for the annual estimated cost of \$5.88 million are available in the Internal Service Health Fund.

**PREPARED BY:** Steven Shubin,  
Deputy Executive



**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer



**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**SUPERINTENDENT APPROVAL:**



# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

<b>Aetna Life Insurance Company</b> <hr/> <b>Vendor Name</b> <hr/> <b>Phone Number</b> <hr/> <b>From:</b> 07/01/2023 <hr/> <b>Term (Duration)</b> <hr/> <b>FUSD Contract Administrator:</b> Steven Shubin <hr/> <b>Name</b> <hr/> <b>Budget (Fund-Unit-Dept.-Activity-Object)</b> <hr/> <b>Annual Cost \$</b> 5.88 mil (Contract will not be authorized to exceed this amount w/o BOE approval)	<b>151 Farmington Ave., Hartford, CT 06156</b> <hr/> <b>Address</b> <hr/> <b>Vendor Contact</b> <hr/> <b>Through:</b> June 30, 2024 <hr/> <b>Benefits Department</b> (559)457-3539 <hr/> <b>Site/ Dept</b> telephone number <hr/> 670-0880-0841-6000-0000-5856 <hr/>
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**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:**

Preferred Provider Organization (PPO) plan for dependents of our retirees who are not Medicare eligible or not enrolled in Medicare. As the district moves towards a fully insured Medicare Advantaged Plan there is a need to make sure our retirees and their dependents are covered.

<b>Date Item is to appear on Board of Education Agenda:</b>  <b>Reviewed &amp; approved by Cabinet Level Officer:</b>  <b>Reviewed &amp; approved by Executive Director, Risk Management:</b>  <b>Please return signed contract to:</b> Christina Everitt    Christina.Everitt@fresnounified.org <hr/> <b>Name</b>	<b>(Contracts of \$15,000.00 or more) 06/21/2023</b> <div style="text-align: center;">   <small>Patrick Jensen (Jun 9, 2023 10:18 PDT)</small> </div> <hr/> <b>Signed</b> <b>Jun 9, 2023</b> <b>Date</b> <hr/> <div style="text-align: center;">   <small>Shariya</small> </div> <hr/> <b>Signed</b> <b>6/8/2023</b> <b>Date</b> <hr/> <b>Payroll Department</b> (559)457-3539 <hr/> <b>Department</b> <b>Telephone</b>
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# **Fresno Unified School District**

## **Independent Contractor Services Agreement**

### **GENERAL INFORMATION**

School/Department Budget: 670-0880-0841-6000-0000-5856

District Contact Person: Steven Shubin

Budget Manager Approval:



Contractor's Vendor Name: Aetna Life Insurance Company

Contractor's Contact Person: Gabriela Heide

Contractor's Title: Director of Account Management, Aetna Public Labor & Trust

Contractor's Telephone Number: 714-559-2551

Contractor's E-mail: HeideG@aetna.com

Contractor's Address: 2677 N. Main Street, Suite #500, Santa Ana, CA 92705

Contractor's Taxpayer ID# or SSN#: 066033492

This Independent Contractor Services Agreement (the "Agreement") is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Aetna Life Insurance Company ("Contractor").

### **Scope of Services, Term and Compensation**

1. **Contractor Services.** Contractor agrees to provide (see attached Letter of Understanding).

Preferred Provider Organization (PPO) plan for dependents of our retirees who are not Medicare eligible or not enrolled in Medicare. As the district moves towards a fully insured Medicare Advantaged Plan there is a need to make sure our retirees and their dependents are covered.



2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
4. Term. This Agreement shall begin on 7/1/2023 , and shall terminate on 6/30/2024 There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. District agrees to pay Contractor in accordance with the rates set forth in the Group Policy. Checks will be made payable to Aetna Life Insurance Company. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor any premium and fees not subject to a good-faith premium or fee dispute within thirty-one (31) days of the first day of the month in accordance with the terms of the group policy. District shall pay any premium due through any grace period described in the group policy up to the day of termination.

“Good faith premium or fee dispute”: If any portion of the premium or fees is reasonably disputed, the District shall pay the Contractor the undisputed portion, and provide written details of disputed amounts to the Contractor explaining the District’s good-faith basis for disputing such premium or fees within thirty-one (31) days of the Contractor notifying the District of discrepancies between the premium and fees paid by the District and amounts the Contract believes are due and payable. The District may withhold such disputed portion during pendency of such dispute, during which time the Parties agree to use commercially reasonable efforts an negotiate promptly and in good faith to resolve the dispute.

Notwithstanding the above, the District’s right to reasonably dispute all or any portion of premium or fees will not in any way nullify the Contractor’s termination rights under the group policy.

6. Incidental Expenses:

☐ Yes (see below)      ☒ No, Vendor initial here BD

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

- 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
  - i. \$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 5 and 6a – d): \$\_\_\_\_\_
- f. Other                \$\_\_\_\_\_

7. Employment. Are you a FUSD employee?

☐ Yes  
☒ No

8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?

☐ Yes  
☒ No

9. California Residency. Contractor is a resident of the state of California:

☐ Yes  
☐ No

10. Conflict of Interest. Intentionally Omitted.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason in accordance with the Termination Section of the Group Policy. 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 at its own expense.

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 13, 14, 18, 19, and 20; and (b) all premium and fees due and payable hereunder which are not subject to a good-faith premium or fee dispute through the termination date in accordance with Paragraphs 5 and 6.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

12. Transfer of Data. Following termination of the Agreement, and upon payment of all premium and fees which are not subject to a good-faith premium or fee dispute by the District, Contractor shall transfer all the District and participant data necessary to administer the plan to the successor carrier. Such data shall be transferred to the successor carrier at the direction of the District 60 days after the effective date of termination.

**Confidentiality**

13. **Confidential Information**

- a. For the purposes of this Agreement “Confidential Information” includes any written or oral proprietary or Business Confidential 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, 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.

For the avoidance of doubt:

The term “Business Confidential Information” as it relates to the District means the District identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information (“PHI”) as defined by HIPAA or other claims-related information.

The term “Business Confidential Information” as it relates to Contractor means the Contractor identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

- 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, contracted 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 ten (10) 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 acknowledgement that each of its Representatives is bound by agreements with substantially the same 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, if it is reasonably possible to do so:

- i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
  - iii. At the District's request, Contractor shall take reasonable steps to assist the District in the District's pursuit, at its expense, of a protective order to restrict the disclosure of Confidential Information.
- e. All Confidential Information initially provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to such Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any of such Confidential Information. After its review of such Confidential Information Contractor will return to the District all such Confidential Information disclosed to it (including copies or summaries of such Confidential Information), or with the District's permission destroy such Confidential Information and certify in writing that it has been destroyed.
- f. 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.

#### **Indemnification, Insurance, and Taxes**

14. **Indemnity.** For purposes of this Agreement, the Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against that portion of any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred directly arising out of or directly resulting from: performance of this Agreement (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under this Agreement; damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective Agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Contractor will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. Contractor shall observe the standard of care and diligence required of a fiduciary under applicable state law.

The District and Contractor agree that: (i) health care providers are not the agents or employees of the District or Contractor and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the District nor the Contractor is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations in this Section 14 do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

For the purposes of this Agreement, "Agent" means a representative who is authorized to act for or in the place of a party to this Agreement but does not include:

- (i) health care providers; or
- (ii) licensed producers such as brokers.

15. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in

force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars; and (4) a Cyber liability policy shall be maintained with a limit of not less than \$10 million (\$10,000,000) dollars per claim. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be included as an additional insured on the Commercial General Liability and Business Automobile Liability policies by separate endorsement (blanket endorsements are acceptable). A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. **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. In particular, 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 such applicable taxes.
17. **Workers' Compensation Insurance.** Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

#### **Dispute Resolution**

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate court in Fresno, California.
19. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.
20. **Attorney's Fees.** Intentionally Omitted.

#### **Miscellaneous**

21. **Written Notice.** Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:  
Executive Director of Purchasing  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

cc:  
Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93722

cc:  
Attn: Giovanni Pacheco & Sharlene Langhoff  
Marsh McLennan  
9171 Towne Center Drive, Suite #500  
San Diego, CA 92122

Contractor:  
*Name:* Attn: Gabriela Heide, Director, Account Management  
*Address:* Aetna  
2677 N. Main Street, Suite #500  
Santa Ana, CA 92705

22. Entire Agreement. The Group Policy and this Agreement are intended by the Parties as the final expression of their agreement. The terms included in the Group Policy and any riders thereto and herein are the complete and exclusive statements of the Parties' agreement 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. The Group Policy is a fully-insured policy filed and approved by the California Department of Insurance (CDI). The Parties intend that the terms of this Agreement may clarify and expand upon terms in the Group Policy only as permitted by state law. In the event of a conflict or inconsistency between the terms of the Group Policy or this Agreement, the Parties shall follow the Order of Precedence in paragraph 34.
23. 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.
24. 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.
25. 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 applicable legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
26. 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.
27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.
28. Waiver and Amendment. 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.
29. Assignment. Intentionally omitted.

30. **Non-Discrimination.** It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
31. **Business Associate Agreement.** Intentionally omitted.
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.
34. **Order of Precedence.** In the event of a conflict in the provisions of this Agreement and any subsequent contracts, the following shall prevail in the order set forth below:
1. The Group Policy and any Riders thereto.
  2. This Agreement and any Amendments thereto.
  3. The Contractor's Letter of Understanding dated January 5, 2023.
  4. The Contractor's response to the District's Request for Proposal.

\*\*\*

**DISTRICT**

Fresno Unified School District

**CONTRACTOR**

Aetna Life Insurance Company



Brian Donohue, Director of Underwriting

*Patrick Jensen, Interim Chief Financial Officer*

*Name/Title*

6/2/2023

*Date*

*Date*

Approved As To Form:



6/8/2023

*Stacey Sandoval, Executive Director  
Risk Management*

# Aetna Life Insurance Company



## NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

#### ▪ **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### ▪ **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

##### ▪ **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

##### ▪ **Life Insurance**

80% of death benefits but not to exceed \$300,000.

80% of cash surrender or withdrawal values but not to exceed \$100,000.

##### ▪ **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website <https://www.califega.org/>.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.



# Aetna Life Insurance Company



## **Notice Of Protection Provided By Colorado Life And Health Insurance Protection Association**

This notice provides a brief summary of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability protection insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at <https://www.colifega.org/>, email jkelldorf@aol.com or contact:

Colorado Life and Health Insurance  
Protection Association  
P.O. Box 36009  
Denver, CO 80236  
(303) 292-5022

Colorado Division of Insurance  
1560 Broadway, Suite 850  
Denver, CO 80202  
(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.

If there is any inconsistency between this notice and Colorado law, then Colorado law will control.

# Aetna Life Insurance Company



## Summary of The Idaho Life And Health Insurance Guaranty Association Act And Notice Concerning Coverage Limitations And Exclusions

Revised July, 2005

Residents of Idaho who purchase life insurance, annuities or health/disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Idaho Life and Health Insurance Guaranty Association. The purpose of the Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for money to pay the claims of insured persons who reside in Idaho and, in some cases, to keep coverage in force. However, the protection provided by these insurers through the Association is limited and is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

The Idaho Life and Health Insurance Guaranty Association Act provides a safety net for certain purchasers of insurance. Below is a brief summary of the Act's coverage, exclusions and limitations. This summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change anyone's legal rights or obligations under the Act including the legal rights or obligations of the Association.

### Coverage

Generally, individuals will be protected by the Association if they live in Idaho and own a life or health/disability insurance policy, an annuity contract, or if they are an insured certificate holder under a group life or health insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of covered policies may be protected as well, even if they live in another state.

### Exclusions from Coverage

However, persons holding such policies or contracts are **not** protected by the Association if:

- They are eligible for protection under the laws of another state.
- The insurer was not authorized to do business in Idaho.
- The policy was issued by a reciprocal insurer, mutual benefit association, fraternal benefit society, hospital and medical service corporation, limited managed care plan, or self-funded health care plan.

The Association also does **not** provide coverage for:

- Any policy or contract or any portion of any policy or contract under which the risk is borne by the policyholder.
- Any policy of reinsurance.
- Interest rate yields that exceed an average rate.
- Unallocated annuity contracts (any annuity not issued to and owned by an individual).

### Limits on Amount of Coverage

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay out more than what the insurance company would owe under a policy or contract. Furthermore, the amounts the Association is authorized to pay are limited as follows:

- Not more than \$100,000 of net cash surrender or net cash withdrawal values under a life insurance, health/disability insurance, or annuity policy or contract.
- Not more than \$300,000 of claims or benefit payments under a health/disability policy.
- Not more than \$300,000 of death benefits under a life insurance policy.
- Not more than \$300,000 of annuity benefit payments under a contract for which periodic annuity payments have begun to be paid, if the annuitization period chosen was the annuitant's lifetime or a period certain of 10 years or longer; otherwise \$100,000 of annuity benefit payments.
- **However, in no event will the Association be obligated to cover more than \$300,000 in the aggregate for all benefits for any one life.**

### Important Disclaimer

The Idaho Life and Health Insurance Guaranty Association does not provide coverage for all types of policies. In addition, coverage may be subject to substantial limitations or exclusions, and require continued residency in Idaho. You should not rely on coverage by the Idaho Life and Health Insurance Guaranty Association in selecting an insurance company or an insurance policy.

Coverage is not provided by the Idaho Life and Health Insurance Guaranty Association for your policy or contract or any portion of it that is not guaranteed by the insurer or for which the risk is borne by you - the policyholder.

Insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any kind of insurance policy.

This Summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change your legal rights or obligations or the Association's legal rights or obligations which are defined by and set forth under the Act.

Idaho Life & Health Insurance Guarantee Association  
8324 Northview, Suite 104  
Boise, Idaho 83704  
208-378-9510  
<https://www.idlifega.org/>

Idaho Department of Insurance  
700 West State Street  
P.O. Box 83720  
Boise, Idaho 83720-0043  
208-334-4250  
1-800-721-3272  
<https://doi.idaho.gov/>

# Aetna Life Insurance Company



## **Notice of Protection Provided By The Indiana Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs"))

### **Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only to for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lesser of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

#### **Life Insurance**

- \$300,000 in death benefits
- \$100,000 in net cash surrender or net cash withdrawal values

#### **Health Insurance**

- \$500,000 for health plan benefits (see definition below)
- \$300,000 in disability income and long term care insurance benefits
- \$100,000 in other types of health insurance benefits

#### **Annuities**

- \$250,000 in present value of annuity benefits (including net cash surrender or net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(o), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at [www.inlifega.org](http://www.inlifega.org) or contact:

Indiana Life & Health Insurance  
Guaranty Association  
3502 Woodview Trace Suite 100  
Indianapolis, IN 46268  
317-636-8204

Indiana Department of Insurance  
311 West Washington Street, Suite 103  
Indianapolis IN 46204  
317-232-2385

**The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.**

**Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.**

**Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.**

**Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.**

# Aetna Life Insurance Company



## **Notice Concerning Coverage Limitations And Exclusions Under The North Carolina Life And Health Insurance Guaranty Association Act**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association  
4441 Six Forks Rd. Ste. 106-153  
Raleigh, North Carolina 27609-5729  
<https://www.nclifega.org>

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## **COVERAGE**

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;
- They acquired rights to receive payments through a structured settlement factoring transactions.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered;
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to a health benefit plan.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.



# Aetna Life Insurance Company



## **NOTICE OF PROTECTION PROVIDED BY NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

**Effective On or Before July 1, 2022**

This notice provides a brief summary regarding the protections provided to policyholders by the Nevada Life and Health Insurance Guaranty Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies and health maintenance organizations licensed in Nevada to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is limited and is not a substitute for consumers' care in selecting insurers. **Your policy or contract may not be covered, and if covered, there are substantial coverage limitations and exclusions. Further, coverage is dependent on continued residence in Nevada.** Below is a brief summary of the coverages, exclusions, and limits provided by the Association. This summary does not cover all provisions of the law, and the law may change.

### **COVERAGE**

#### **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in Nevada at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in Nevada.

#### **Amounts of Coverage**

For any one life, per company, the coverage protections provided by the Association shall not exceed:

- **Life Insurance**
  - Death benefits: \$300,000
  - Cash surrender or withdrawal values: \$100,000
- **Annuities and Structured Settlement Annuities**
  - Present value of annuity benefits and structured settlement annuities, including cash surrenders or withdrawal values: \$250,000
  - Participants in a government retirement plan covered by an unallocated annuity as described by NRS 686.C.035: \$250,000.
- **Health Insurance**
  - Disability Income and long-term care insurance, including net cash surrender values: \$300,000
  - Health Benefit Plan: \$500,000
  - Health insurance, other than disability income, long-term care insurance or Health Benefit Plan: \$100,000

*Please note that the maximum protection provided by the Association to an individual for all life insurance, annuities, and structured settlement annuities with one insurer is \$300,000; or for all life insurance, annuities, structured settlement annuities, and benefits for health benefit plans with one insurer, \$500,000, regardless of the number of policies or contracts covering the individual.*

### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The following policies and persons are examples of those excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Nevada when it issued the policy or contract
- A policy or contract issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or an organization that is only licensed to issue charitable gift annuities
- Persons provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual except for annuities owned by a governmental retirement plan established under section 401, 403(b), or 457 of the Internal Revenue Code
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields exceed an average rate

### **NOTICES**

Member insurers or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. The member insurer and its agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance or coverage offered by a health maintenance organization. You may file a complaint with the Nevada Insurance Commissioner if you believe any provision of the Nevada Life and Health Insurance Guarantee Association law has been violated. To learn more about coverage provided by the Association, please visit the Association's website at [www.nvlifeqa.org](http://www.nvlifeqa.org), or contact either of the following:

Nevada Life and Health Insurance  
Guaranty Association  
2377 Gold Meadow Way, Suite 100  
Gold River, CA 95670

Nevada Division Insurance  
Department of Business and Industry  
1818 E. College Pkwy., Suite 103  
Carson City, NV 89706

**When selecting an insurer, you should not rely on Association coverage. If there is any inconsistency between this notice and Nevada law, Nevada law will control.**

# Aetna Life Insurance Company



## Notice Concerning Coverage Under The Tennessee Life and Health Insurance Guaranty Association Act

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law, or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

### COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association  
150 Third Avenue South  
Suite 1600  
Nashville, TN 37201

Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243

# Aetna Life Insurance Company



Texas Life, Accident, Health & Hospital Service  
Insurance Guaranty Association

## Important Information About Coverage Under The Texas Life and Health Insurance Guaranty Association (For Insurers Declared Insolvent or Impaired on or After September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (the "Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

### Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at the time **(regardless of where the policyholder lived when the policy was issued)**
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

### Limits of Protection by the Association

#### Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies; up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

#### Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health  
Insurance Guaranty Association  
515 Congress Avenue,  
Suite 1875  
Austin, Texas 78701  
800-982-6362 or  
<https://txlifega.org/>

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439  
[www.tdi.texas.gov](http://www.tdi.texas.gov)

# Aetna Life Insurance Company

## Group accident and health insurance policy

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The group accident and health insurance policy ("group policy") is by and between

**Aetna Life Insurance Company**  
(Aetna, we, us, or our)  
and  
**Fresno Unified School District**  
(Policyholder, you, or your)

Group policy number:	GP-0891049
Date of issue:	May 31, 2023
<b>Effective date:</b>	July 1, 2023
Renewal date:	July 1, 2024

This group policy takes effect on the **effective date** if we have received your signed group application and the initial premium. It remains in force until terminated.

Term of the group policy:      The initial term shall be the 12 consecutive month period beginning on the **effective date**.  
Subsequent terms shall be the 12 consecutive month period beginning with the **renewal date**.

**Premium due dates:**      The **effective date** and the first day of each succeeding calendar month.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156.

This policy is non-participating.

This policy is governed by applicable federal law and the laws of California.



Dan Finke  
President  
Aetna Life Insurance Company  
(A Stock Company)



## **NOTICE**

**If you have a question or concern, you can contact your agent or broker or contact us at the number and address shown below:**

**Customer Service  
Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford CT 06156  
1-800-872-3862**

**You may also contact the California Department of Insurance with your concerns. You can contact them at:**

**California Department of Insurance  
Consumer Services Division  
300 Spring Street  
South Tower  
Los Angeles CA 90013  
1-800-927-HELP (4357)  
TDD: 1-800-482-4TDD (4833)  
WWW.INSURANCE.CA.GOV**

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## The group policy

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The group policy is the entire contract between us. Any statement that a **covered person** or you make in the group application is, in the absence of fraud, deemed a representation and not a warranty. The group policy consists of several documents taken together. These documents are:

- Your group application
- This group policy
- The booklet-certificate(s)
- The schedule of benefits
- Any riders and amendments to the group policy, the booklet-certificate, and the schedule of benefits as stated below

A booklet-certificate consists of a booklet-certificate and any schedule of benefits, amendment or rider form which may be issued to support or amend the booklet-certificate.

All policy attachments and booklet-certificate documents that are part of the complete policy are on file with the **policyholder** and us.

## **If you want to discuss your coverage**

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If you have questions about your coverage under the group policy, or if you wish to discuss it, contact your agent. If you did not use an agent to purchase your coverage, or if you have additional questions, you may contact us at:

**Aetna**

151 Farmington Avenue  
Hartford, Connecticut 06156  
1-800-872-3862

Please have your group policy number available when you contact us. It is on the front page of this group policy.

## Glossary

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You will see some words in bold type in the group policy. The bold type means we have defined those words. The definitions are in this section and in the *Glossary* section of the booklet-certificate.

### **Covered person**

A retiree or a dependent of a retiree for whom all of the following applies:

- The person is eligible for coverage as defined in the booklet-certificate.
- The person has enrolled for coverage and paid any required premium contribution.
- The person's coverage has not ended.

### **Dates:**

#### **Effective date**

Date we first cover you under the group policy.

#### **Final rates and fees schedule effective date**

Date stated on the final rates and fees schedule.

#### **Premium due date**

The **effective date** and the first day of each succeeding calendar month.

#### **Renewal date**

Date that is 12 months after the **effective date** and each 12 month date thereafter.

#### **Termination date**

The date coverage ends according to the *Termination* section.

### **Policyholder**

Fresno Unified School District and entities associated with it for purpose of coverage under this group policy.

### **Religious employer**

An employer:

- Whose purpose is to instill their religious values
- Who primarily employs and serves people who share their religious beliefs
- Who is a nonprofit organization

## Premium

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### Premium – rates and amount due

The premium rates are stated in the final rates and fees schedule. We will provide you with a new *Final rates and fees schedule* if and when the premium rates change. Any new schedule will state its **effective date**.

We charge premium based on the premium rates in effect on the **premium due date**.

The premium due on any **premium due date** is the sum of the premium charges for the coverage we provide. When we calculate premium due, we will use our records to determine who is a **covered person**.

You owe premium for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying premium for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

### Premium – changes in rates

We may change the premium rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We identify these factors in our rate quote to you.
- There is a change in law or regulation, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the premium rates as of a **premium due date** during any subsequent term.

We will provide 60 days prior written notice to you of any change in premium rates.

### Premium – experience credit

We may declare an experience credit at the end a plan year. We do not have to declare any experience credit.

If we declare an experience credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the premium due in the current or next plan year
- By any other manner that we and you agree to

We can require you to share an experience credit with your retirees in a manner reasonably acceptable to us, as a condition of our giving the credit. If the sum of retiree contributions for coverage exceeds the sum of premium paid less any experience credits, we will require you to apply at least the excess experience credit for the sole benefit of retirees.

### Premium – when due

Premium is due on the **premium due date**.

You have a payment grace period of 31 days immediately following the **premium due date**. The group policy will remain in force during the grace period. If we have not received all premiums due by the end of the grace period, this group policy will automatically terminate at the end of the grace period. Refer to the *Termination* section of the group policy.

## **Premium – how billed and paid**

We may bill you electronically. You shall pay premium due by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

Unless required by law, we will not accept premium payments made on your behalf by:

- Dialysis centers
- Other health care providers
- Charitable organizations

## **Premium – overdue amounts**

You shall pay us interest on the total premium amount that is overdue. Overdue premium includes amounts due after the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid premium, including reasonable attorney fees and costs of suit.

## **Premium – eligibility corrections**

We will retroactively drop a **covered person** from coverage and credit your premium payments if:

- We billed you based on eligibility information you provided us
- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage
- The person did not pay the required premium contribution for the period

Our credit of premium is limited to 2 month's credit for a person whose loss of eligibility occurred more than 60 days before the date you notified us. We may reduce the credits by the amount of any benefit payments we may have made on behalf of such persons before you notified us that the person was not eligible for coverage.

Your request that we retroactively drop coverage is your representation that the person did not pay the required premium contribution for the period.

We will retroactively cover eligible persons who were not included in the eligibility information you provided us. We will cover them retroactively no more than 60 days before the date you both notify us and pay all applicable past premium.

## **Premium – waiver**

### **Payment of premiums**

We may waive up to one month's billed premium payments during any group policy term.

The premium waiver will not apply for those retirees who were added or removed from the plan after we billed you for that month's premium. For that month of coverage, additional premium will be due or credited.

### **Repayment of the waived premium**

We may require you to pay back the premium waived if the group policy is terminated within 12 months of your original **effective date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived premium.

## Fees for special services and assessments

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### Special services

You may request that we provide special services beyond the routine administration of this group policy. We will charge you a fee for each special service we provide.

The special services are:

- Our billing you for amounts due in a non-electronic medium.
- Our accepting payment of amounts due from you other than by electronic fund transfer. If you pay us by check, the check does not constitute payment until it is honored by a bank.
- Our handling your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it.
- Reinstatement of the group policy according to the *Termination* section.
- Any other special service you request and we agree to provide.

### Special services – fees

The special service fees are stated in the Final rates and fees schedule. We may change any fee on 30 days advance notice to you. We will provide you with a new Final rates and fees schedule if and when the amount of any fee changes. The new schedule will state its **effective date**.

### Assessments

We may charge you a pro rata allocation of any assessments we receive for state high risk pools and other state programs.

### Fees and assessments – when due

Fees and assessments are due on the **premium due date** immediately following our invoicing you.

### Fees and assessments – how billed and paid

We may bill you electronically. You shall pay fees and assessments by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

### Fees and assessments – overdue amounts

You shall pay us interest on the total amount of fees and assessments that is overdue. Overdue fees and assessments include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees and assessments, including reasonable attorney fees and costs of suit.



## Some of our other responsibilities

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We will prepare the booklet-certificate and schedule of benefits that are part of the group policy, as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the booklet-certificate and schedule of benefits that are part of the group policy. We will administer the coverage as required by the group policy and applicable federal and state laws.

We will protect the personal health information of **covered persons** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers'** claims and otherwise help us administer the group policy. For a copy of our Notice of Privacy Practices, call the toll-free Member Services number on your ID card or log on to [www.aetna.com](http://www.aetna.com).

Our duties in this *Some of our other responsibilities* section survive termination of the group policy.

## **Some of your other requirements and responsibilities**

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### **Participation and contribution**

You must comply with our participation and contribution requirements.

### **Distribution – certain Patient Protection and Affordable Care Act (ACA) requirements**

You shall distribute two documents required by the federal ACA:

- Summary of benefits and coverage (SBC)
- Notices of material modifications

You shall distribute them to your retirees and their dependents, in accordance with the federal delivery, timing, and trigger requirements.

You shall certify to us on an annual basis and upon our request, that you have distributed them and will distribute them consistent with the ACA. You shall give us your certification within 30 calendar days of our request.

You shall give us information or proof upon our request, that you have distributed them and will distribute them consistent with the ACA. The information or proof must be in a form that meets federal requirements. You shall give us the information or proof within 30 calendar days of our request.

Your duties and our rights in the ACA requirements provision survive termination of the group policy.

### **Religious Employers**

You must meet the definition of **religious employer** in order to be issued or renew a policy that does not cover FDA approved contraceptive methods.

### **Distribution – booklet-certificate and schedule of benefits**

You will distribute as required by applicable federal and state laws, the booklet-certificate and schedule of benefits that we provide you.

### **Information – access**

You shall make payroll and other records directly related to a person's coverage under this group policy available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the group policy.

### **Information – eligibility**

You shall send us eligibility information we request to administer the group policy. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means, as we require.

The eligibility information includes but is not limited to data needed to:

- Enroll your retirees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the group policy have been resolved.
- Send us information you sent us before, upon request.

We will not start covering a person under the group policy until you send us the information to enroll that person. Subject to applicable federal and state laws and the group policy, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases, or
- A dependent loses eligibility under the group policy

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or practice that constitutes fraud
- Making an intentional misrepresentation of material fact

to get coverage or to get a benefit under the group policy.

Your duties and our rights in this Information – eligibility provision survive termination of the group policy.

## **90 day waiting period limitation**

Your plan can't have a waiting period of more than 90 days. That means retirees and their dependents must be able to begin health coverage within 90 days. This is a requirement of the ACA. We will not impose our own waiting period.

You will give us **effective dates** for your retirees and their dependents that take into account all state and federal waiting period requirements. You acknowledge that we will rely on this information. You will inform us immediately if this information changes.

We will use this **effective date** information to enroll eligible retirees and their dependents into the group plan.

## **Notices – termination of coverage**

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the booklet-certificate and applicable federal and state laws. Your notification will include:

- A description of plans available
- Premium rates
- Application forms

You will give the notification within 15 calendar days of a person becoming eligible for continuation coverage.

Your duties and our rights in this *Notices – termination of coverage* provision survive termination of the group policy.

## **Workers' compensation coverage**

You must comply with workers' compensation coverage laws applicable to your retirees covered by the group policy and provide proof of that compliance.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list:

- Each case
- The retiree name
- Identifying number
- Date of loss
- Diagnosis

## Termination

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### Guaranteed Renewable

Subject to any applicable rules, regulations or other standards set forth by the Department, this policy is guaranteed renewable at premium rates set by us. However, we may refuse renewal under certain conditions, as explained below. We will send you a renewal notice 60 days prior to the renewal date.

### Automatic termination

The group policy and all coverage end as of the last day of the grace period if you have not paid us all premiums and fees and assessments due as of the beginning of the grace period. The grace period is described in the *Premium* section.

### Termination by you

You may end coverage under this group policy if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your retirees covered under the group policy. You can send us a termination notice during a period for which you have paid premium, but your **termination date** must be after that period.

### Termination by us

We may end the group policy and all coverage it provides:

- Immediately upon notice to you:
  - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage
  - If you are a member of an association and your membership in the association ceases
- Upon 45 days written notice to you:
  - If you breach a material provision of the group policy and you do not cure the breach within the notice period
  - If you cease to be a group as defined under applicable state law
  - If you fail to meet our contribution or participation requirements applicable to this group policy
  - If you do not certify your compliance with our policies and procedures upon request
  - If you change your eligibility or participation requirements without our consent
- Upon 180 days written notice to you (or such longer notice period as applicable federal and state laws require), if we cease to offer the product line provided by this group policy.
- Upon 180 days written notice to you (or such longer notice period as applicable federal and state laws require), if we act as required by applicable federal and state laws for uniform termination of coverage.

### Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the group policy. You must reply:

- Within two weeks of your receipt of the request
- Within 15 days prior to the **renewal date**

whichever is later. Your reply must be in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and you will owe premium.

### Effective time of termination

The group policy and its coverage end at 11:59 p.m. on the day of termination.

## **Effect of termination**

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the group policy. One of your duties includes payment of premium due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the group policy states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the group policy, as stated specifically in the group policy.

You shall notify **covered persons** of the termination of the group policy. Your notice will comply with applicable federal and state laws. We have the right to notify retirees of termination of the group policy.

## **Reinstatement**

You may request that we reinstate the group policy and coverage after we end it. You must make the request within 30 days of the **termination date**. We will reinstate the group policy as of the **termination date** upon payment of all amounts due and you giving us reasonable assurances that you can and will fulfill all of your obligations under the group policy.

## Fraud and intentional misrepresentation

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If we learn that you or a **covered person** defrauded us or that a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Rescission means you or a **covered person** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

A **covered person** has special rights if we rescind coverage just for that individual:

- We will give the **covered person** 30 days advance written notice, via certified mail, of any rescission of coverage
- The **covered person** has the right to an **Aetna** appeal
- The **covered person** has the right to a third party review conducted by an independent external review organization
- The **covered person** has the right to appeal to the California Department of Insurance

We will not rescind your policy for any reason after your coverage has been in force for 24 months.

## Responsibility for conduct

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### Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as providers. They are not our employees or agents. Providers in our network are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

### Termination of network providers

We will notify you, if it will adversely or materially affect you or any **covered person**, of a network provider:

- Termination
- Breach of contract
- Inability to perform

You will let your retirees know about this notice no later than 30 days after its receipt.

### Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this group policy.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your negligence, breach of the group policy, breach of applicable federal and state laws, willful misconduct, criminal conduct, fraud, or your breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this group policy or your role as employer or Plan Sponsor, as defined by ERISA.

These indemnification obligations end with the group policy, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

### Indemnification – federal law requirements

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the group policy
- Breach of federal and state laws that apply or
- Willful misconduct

and your act or failure to act was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this *Responsibility for conduct* section survive termination of the group policy.



## General provisions

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### General provisions – content and interpretation of the group policy

#### Applicable law

Applicable law means all federal and state laws that apply to the matters covered by the group policy. Federal and state law mean statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

#### Compliance with law

You and we shall interpret the group policy if possible so it complies with applicable federal and state laws.

If the group policy omits or misstates any right or duty under applicable federal and state laws, you and we shall implement the group policy as though the right or duty is stated correctly in the group policy.

If any provision of the group policy is invalid or illegal, you and we shall implement the group policy as though the provision is not in the group policy.

#### Changes to the group policy

The group policy may be amended in writing to which we both consent.

Only an authorized officer of **Aetna** may change or waive any of the policy terms or make any agreement binding us. As changes in the plan occur, a new or replacement policy will be issued or a new or replacement booklet-certificate, schedule of benefits, rider, or amendment, as applicable, will be attached to the policy.

The group policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations.

#### Entire group policy

The group policy replaces and supersedes:

- All other prior group policies of accident and health coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this accident and health coverage

#### Waiver

Only an officer of **Aetna** may waive a requirement of the group policy.

We may fail to implement or fail to insist upon compliance with a provision of the group policy at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

## General provisions – administration of the group policy

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### Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the group policy.

### Assignment and delegation

You shall not assign any right or delegate any duty under the group policy unless we approve it in writing in advance.

We may delegate some of our functions under the group policy to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

### Claim determinations

We have the right to review all denied claims for benefits under this group policy:

- To review whether and to what extent **covered persons** are entitled to benefits
- To construe any disputed or doubtful terms under the group policy.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A provider's billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

### Correcting our administrative errors

We may correct, withdraw, or replace the group policy, any booklet-certificate, any schedule of benefits and any other document issued with an error or issued in error. We will make a fair adjustment in premium if correction of the error or any delay changes coverage.

### Correcting your honest mistakes

If you or any retiree makes an honest mistake of fact, we may make a fair change in premium. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

### Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the group policy based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

## Financial Sanctions Exclusions

If coverage provided by this Policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

## Incontestability

Except for fraudulent misstatements, we will not use a statement you make to void this group policy after it has been in force for 2 years from its **effective date**.

We may use a statement in writing that you or a **covered person** makes, to do any of the following:

- To void coverage of the **covered person**
- To deny coverage of the **covered person**
- To deny or reduce a claim for benefits by the **covered person**

We will not use a statement by a **covered person** to deny a claim for benefit more than 2 years after the **covered person's** coverage has been in effect.

## Notices

The group policy requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending.

**Notice sent to us by mail and commercial carrier shall be sent to:**

**Aetna**

151 Farmington Avenue  
Hartford, Connecticut 06156  
1-800-872-3862

**Notice sent to you by mail and commercial carrier shall be sent to:**

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

Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93722

You and we must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

**Policies and procedures**

You and all **covered persons** are bound by and shall comply with our policies and procedures. You will certify your compliance with them upon our request or as required specifically by the group policy.

**Third parties rights**

This group policy does not give any rights or impose any duties on third parties except as specifically stated.

## **Final rates and fees schedule**

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The current premium rates for all of the coverages provided under the policy are on record with us and the **policyholder**.



An Aetna Proposal  
Presented to

**FRESNO UNIFIED SCHOOL DISTRICT**

July 1, 2023



Brian Donohue  
Director of Medical Underwriting  
151 Farmington Avenue  
Hartford, CT 06105  
Phone: 860-273-6820

May 26, 2023

Fresno Unified School District  
Steven Shubin, Deputy Executive of Payroll & Benefits  
2309 Tulare St Rm 101  
Fresno, CA 93721

**Re: Sold Products and Programs for Fresno Unified School District**

Dear Steven Shubin, Deputy Executive of Payroll & Benefits :

Thank you for choosing our health plan. We are excited about the opportunity to meet you and your **retirees** on your journey to better health.

Your business is important to us and we look forward to working with you for a successful partnership.

Our company will administer the fully insured medical benefits for Fresno Unified School District, effective July 1, 2023.

The contract period begins on the effective date of July 01, 2023.

If there's an addition or correction you'd like to make, please contact Susan Vogt at 916-496-4758.

Please sign and return by **June 1, 2023**.

Sincerely,

A handwritten signature in black ink that reads "B. Donohue".

Brian Donohue  
Director of Medical Underwriting

cc:  
Susan Vogt, Gabriela Heide, Kelly Willett, Jeffrey Friedli, Sarah Donahue, Simon Ostrov, Rael Rohm, and Jill Johnson

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This letter is not meant to supersede the final contract.

## FRESNO UNIFIED SCHOOL DISTRICT

### Why Aetna?

Effective Date: July 01, 2023

**We're more than products and programs. We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your **retirees**, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

[www.aetna.com](http://www.aetna.com)

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.



## FRESNO UNIFIED SCHOOL DISTRICT

### Contact Information

Account Executive: Susan Vogt  
 Telephone Number: 916-496-4758

Email: VogtS2@aetna.com

### Assumptions

Contract State: CA  
 Pooling Level: \$200,000  
 Commissions: 0.00%

Lives: 376  
 Sic Code: 8211  
 Mem/EE Ratio: 1.00  
 Rx Formulary: Advanced Control Formulary Aetna Insured

### Proposed Rates

Effective Date: **July 1, 2023**

End Date: **June 30, 2024**

Coverage	Lives	Monthly Rate PEPM	Monthly Amount Due
Open Choice PPO			
Medicare Eligible Dependents Under 65 Plan			
Spouse Dependent	182	\$1,449.66	\$263,838
Spouse + Child(ren) Dependent	34	\$2,831.11	\$96,258
Child(ren) Dependent	97	\$1,040.17	\$100,896
Total	<b>313</b>		<b>\$460,992</b>

**Total Medical Lives** **313**  
**Monthly Total Amount Due** **\$460,992**  
**Total Contract Period Amount Due** **\$5,531,908**

### Clarifications

The Medical Pooling Level indicated in the assumptions above represents what was used in your pricing based on company standards for your market and case size. This may be subject to change.

# FRESNO UNIFIED SCHOOL DISTRICT

## Proposed Plan Designs - Fully Insured Funding

Effective Date: July 01, 2023

Plan Features	Open Choice PPO Medicare Eligible Dependents Under 65 Plan	
	In	Out
Plan Indicator	N/A	
Coinsurance	5%	40%
Deductible Ind/Fam	\$250 / \$500	\$750 / \$1,500
Member Payment Limit Ind/Fam	\$2,100 / \$4,200	\$10,000 / \$20,000
Office Visit Copay / Specialist Copay	5% after \$15 Copay / 5% after \$15 Copay	40% / 40%
Hospital Inpatient	5%	40%
Hospital Outpatient	5% after \$100 Copay	40%
Emergency Room / Urgent Care	5% after \$100 Copay / 5% after \$35 Copay	5% after \$100 Copay / 40%
Lab	5%	40%
X-Ray	5%	40%
Complex Imaging	5%	40%
Rx Deductible Ind/Fam	\$0 / N/A	
Rx OOPM	\$400 / \$800	N/A
Rx (Tier 1/2/3/4/5)	\$0/\$10/\$35/\$50	
Rx MOD (Tier 1/2/3/4/5)	2X	
*Rx Formulary	Advanced Control Formulary Aetna Insured	
Rx Retail Network	Aetna National Network	

### Advanced Control Plan – Aetna

This plan uses an exclusion strategy and more aggressive clinical management. It covers select generics and a few brands are preferred per class, including specialty medications. Your pharmacy benefit plan also includes:

- Advanced Control Specialty Formulary™ – **list of preferred specialty drugs**
  - Specialty Guideline Management to help ensure appropriate use of specialty medications
  - Specialty Network on First Fill helps improve outcomes for members managing complex conditions
  - **New-to-Market Controls – New products and new variations of products will not be added to the formulary immediately. Each product** will be evaluated for clinical appropriateness and cost-effectiveness.
  - **Hyperinflation Management – Products with significant cost inflation that have clinically appropriate and more cost-effective alternatives,** may be evaluated and potentially removed from the formulary
  - **Face-to-face pharmacist counseling at CVS Pharmacy® or communications to members using other pharmacies, for diabetes and cardiac conditions**
- Aetna reserves the right to replace the stated formulary with a comparable formulary prior to the plan effective date, so long as such change does not affect the proposed monthly premium rate. Aetna will notify the plan sponsor of a change to a comparable formulary.
- **Aetna standard policies and provisions will apply to all benefits not outlined above.**

## FRESNO UNIFIED SCHOOL DISTRICT

Programs and Services - Fully Insured Funding		Effective Date: July 01, 2023
<b>Program Summary</b>		Medicare Eligible Dependents Under 65 Plan
<b>Implementation/Account Management</b>		
Designated Account Management Team		Yes
Designated Service Center		Yes
Open Enrollment Marketing Material		Yes
ID Cards		Yes
<b>Network Services</b>		
<b>Institutes of Excellence™</b>		Yes
No Cost/Low Cost Designated Walk In Clinic (MinuteClinic®)		Yes
<b>National Advantage™ Program</b>		Yes
National Medical Excellence Program®		Yes
Teladoc®		Yes
<b>Care Management</b>		
Aetna Enhanced Maternity Program		Yes
<b>Aetna Health Connections - Disease Management™</b>		Yes
Enhanced Clinical Review		Yes
MedQuery® with Member Messaging		Yes
Regional Case Management		Yes
Utilization Management		Yes
<b>Member Resources</b>		
Member Services		Yes
Aetna Concierge ( Includes First Impression Treatment)		Yes
Member Website and Mobile Experience		Yes
<b>Wellness Programs and Services</b>		
<b>Aetna Healthy Commitments™ - Core</b>		Yes
Simple Steps (Aetna or Redbrick HRA)		Yes
<b>Reporting</b>		
Utilization Management Reporting		Yes
<b>Behavioral Health</b>		
<b>AbleTo Network – member cost share may apply</b>		Yes
Applied Behavioral Analysis (ABA)		Yes
Behavioral Health Condition Mgmt - Standard		Yes
Managed Behavioral Health		Yes

Your benefit plans may include access to Teladoc® for telemedicine services. Where available and based on state filing approval, **your benefit plans may also include access to CVS Health Virtual Primary Care™, as well as CVS Health Virtual Care™.**

## FRESNO UNIFIED SCHOOL DISTRICT

### Caveats - Fully Insured Funding

**Effective Date: July 01, 2023**

We are relying on information from the Plan Sponsor and its representatives in establishing the rates and terms of this proposal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms. For example, but without limitation, Aetna may change rates if there is a material deviation from the rate quotation assumptions, manufacturer Rebate contracts, or if the Plan Sponsor is unable to provide us with the requested information. As another example, if additional information related to this quotation is made available to us at a later date, we reserve the right to reassess, and potentially revise, this quotation based upon analysis of that information. For states that require approval of rate filings, your final rate may be different if the quoted rates are not approved by the effective date of coverage.

Assumptions
<b>Prospective Quoting</b> The quoted insured medical rates are offered on a prospectively rated basis. No policy year accounting balance will be calculated for these coverages.
<b>Billing and Payment of Premium</b> Amount due is payable on the first day of the month covered by the invoice. If the amount due is not paid in full within 30 days, we reserve the right to terminate the contract and/or assess late premium payment charges.
<b>Claim Fiduciary</b> Aetna will be the claim fiduciary for medical coverages. As claim fiduciary, Aetna will be responsible for final claim determination and the legal defense of disputed benefit payments for medical.
<b>Financial Condition</b> Plan Sponsor is a legitimate business and meets underwriting approval for acceptable financial strength. We reserve the right to request additional supporting information in order to evaluate financial status.
<b>Financial History</b> Plan Sponsor must have been in business at least three years.
<b>First Year Renewal</b> The first year renewal will be delivered 120 days prior to the anniversary date.
<b>Mandates</b> Benefit provisions are subject to state, local, and federal mandates. Future mandates will be incorporated in the plan(s) as of the date required by law and may require rate adjustments.
<b>Pricing and Underwriting Basis</b> We have assumed that the proposed plan of benefits will be extended to the <b>retiree</b> groups included on the census file that was submitted with the request for proposal. Our enrollment assumptions are shown on the rate exhibit(s). Our proposal assumes that coverage will not be extended to additional employer groups without review of supplemental census information and other underwriting information for appropriate financial review.
<b>Rate Proposal</b> Our quoted rates are proposed for the first 12 months of the policy period and are valid as of the effective July 01, 2023. The quoted rates apply only to the benefit levels and conditions specified in the proposal and any variations in benefit level or quotation conditions may require a rate change either before or (unless prohibited by applicable law) after the effective date.  We are relying on information from FRESNO UNIFIED SCHOOL DISTRICT and its representatives in establishing the rates and terms of this proposal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms. For example, but without limitation, Aetna may change rates if there is a material deviation from the rate quotation assumptions or if FRESNO UNIFIED SCHOOL DISTRICT is unable to provide us with the requested information. As another example, if additional information related to this quotation is made available to us at a later date, we reserve the right to re-assess, and potentially revise, this quotation based upon analysis of that information.
<b>Plan Design</b> For our fully insured products, all applicable government regulations and state mandates will apply.
<b>Prescription Drug Benefits</b> Prescription drug benefits are included and will be provided through Aetna Integrated Pharmacy Solutions.

**Aetna Specialty Pharmacy™ Program**

The Aetna Specialty Pharmacy™ program covers specialty prescription drugs when filled through a network retail or specialty pharmacy, including CVS Specialty® Pharmacy. CVS Specialty is an ideal specialty pharmacy for members needing injectable and specialty medications. Members receive the full support of CVS Specialty's clinical staff, including pharmacists, registered nurses, certified pharmacy technicians and regional clinical liaisons. In addition to providing convenient access to specialty medications, CVS Specialty provides educational support to help members, their family members and caregivers manage self-injectable medications. CVS Specialty also offers enhanced care coordination and access to health care providers, so care delivery is streamlined and effective.

Each prescription is limited to a maximum supply. Depending on plan design, members may be required to fill specialty drug prescriptions at a network specialty pharmacy, unless an emergency exists.

**Point of Service Rebates**

This proposal may include point of service rebates ("POS Rebates") favorable to, and shared with, eligible subscribers and dependents. However, Aetna reserves the right to make appropriate changes to the premium offered hereunder in the event POS Rebates are discontinued, in whole or in part, on account of any material changes made to

- (i) the laws, rules and/or regulations applicable to POS Rebates or
- (ii) any material drug manufacturer rebate contracts providing the source for POS Rebates.

**Rate Mutualization**

The enclosed rates are mutualized and assume that either our medical plans are offered on a sole replacement basis without competitor plan offerings, or that competitors' rates are mutualized over exactly the same service areas. Rate mutualization is also offered under the condition that the site specific contribution strategy does not financially disfavor us from any competitor plan offerings. The mutualized rates assume that the plan will be offered in all sites included in the mutualized rates. If actual site-specific enrollment differs significantly from that assumed during the mutualized rate calculation, we reserve the right to recalculate the mutualized rates based upon actual site-by-site enrollment.

**Run-In Claim Processing**

Expenses associated with run-in claims from any prior plan (claims incurred prior to the effective date of our plan) are excluded from the proposed rates.

**SPD Modification**

Our premium includes our standard Summary Plan Description language and any customization may require an additional cost.

**Total Replacement**

We will be the sole carrier for the quoted lines of coverage. In the event alternative carriers or Minimum Essential Coverage plans are to be offered, we reserve the right to reassess our rates.

**Underlying Plan**

Our quoted rating assumes that there are no underlying plans in effect that will either partially or completely subsidize any member cost sharing including but not limited to co-pays, deductibles, and/or coinsurance balances. We reserve the right to change the quoted rating or decline coverage if we have not been notified of the existence of an underlying plan.

**Network Re-Contracting**

In addition to standard fee-for-services rates, contracted rates with network providers may also be based on case and/or per diem rates and in some circumstances, include risk-adjustment calculations, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to organizations that may refer to themselves as accountable care organizations ("ACOs") and patient-centered medical homes ("PCMHs"), in the form of accountable care payments (ACP) and incentive arrangements based on clinical performance and cost-effectiveness. The ACP amount is based upon an assessment for each member who is already accessing providers in an ACO, and is assessed retrospectively on a quarterly basis and collected through established claim wire. Each ACO will have a different ACP based on the clinical efficiencies targeted and network negotiations. The ACP assists the ACO in funding transformation of the health care system to improve quality, reduce costs and enhance the patient experience by:

- Identifying and engaging patients at risk for health crises sooner through more data-sharing
- Increasing patient engagement in best-in-class care management programs through doctor-driven outreach
- Delivering better health outcomes through increased collaboration between the health plan and ACO providers

**Aetna Intellectual Property**

Under the Group Policy, you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Group Policy ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Group Policy. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Group Policy shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to you.

**We reserve the right to revise the premium, modify the terms of the offer, or terminate if:**

**Member/Subscriber Ratio**

The enrolled member to subscriber ratio increases or decreases by more than 10% from the 1 ratio assumed in this quote.

**Enrollment**

The actual enrollment in total or by plan changes by more than 10% compared with what was proposed.

The plan sponsor offers coverage to **retirees** previously not eligible under the plan without prior notification.

(Change in census is based on additions and subtractions - a 60 life group who adds 3 people and takes away 3 others has a 6 person change in census even though they stay at 60 lives.)

**Contract Provisions**

The final benefit provisions, account structure, claim payment requirements or services change from those proposed.

**Covered Lives, Demographics**

A 5.0% percent change in the demographics and/or geographic mix of the enrolled group in aggregate or in any site with at least 100 enrolled subscribers. A 10 percent change in the total number of subscribers enrolled in each individual product or in aggregate, including the impact of new or terminating locations and/or groups.

**Retiree & COBRA Members**

The premium rates assume that the pre-65 retirees, COBRA and non-Medicare disabled participants combined comprise less than five percent of the total Aetna covered group and that this group doesn't vary in size by more than two percent from the previous year. For option (slice) offerings, pre-65, COBRA and non-Medicare disabled participants must be eligible for the same benefits as the active population. Retirees are not included among the eligible population. We expect Medicare primary individuals to pursue such coverage. The premium rates assume that COBRA participants comprise less than ten percent of the total Aetna covered group. Include if customer covers Medicare eligible retirees which is non-standard - Medicare eligibles must participate in both Medicare Part A and Medicare Part B.

**Quoted Benefits and Administration**

A material change is a change that materially affects the cost of the plan. A material change includes, but is not limited to, changes caused by any legislative or regulatory requirement, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

**Additional Products and Services**

Costs for special services, that are not included or assumed in the rate guarantee will be direct-billed after such services have been rendered. For example, the Plan Sponsor will be subject to additional charges for customized communication materials. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

**Additional**

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your package prevails.

<https://www.aetna.com/document-library/lg-insured-medical-uw-disclosures-01-01-2022.pdf>

State/Federal Mandates
California
<p><b>CA Traditional Products Outpatient Behavioral Health</b></p> <p>Based upon guidance provided by the California Department of Insurance in conjunction with a regulatory filing pertaining to CA PPO based plans, certain outpatient behavioral health benefits were re-classified for purposes of federal mental health parity law.</p> <p>The cost shares for outpatient medical and surgical benefits did not change as a result of this outpatient behavioral health reclassification.</p> <p>Outpatient behavioral health all other benefits include the following: Electroconvulsive therapy (ECT), Outpatient monitoring of injectable therapy, partial hospitalization, transcranial magnetic stimulation, neuropsychological testing, psychological testing, intensive outpatient programs, outpatient detoxification, ambulatory detoxification, medical treatment for withdrawal symptoms, behavioral health treatment for pervasive development disorder/autism, Home health care for behavioral health or substance abuse disorders.</p> <p>The cost share for outpatient behavioral health and substance use disorder benefits did not change as a result of this outpatient behavioral health reclassification.</p>
<p><b>California Rate Request Review</b></p> <p>Pursuant to California Insurance Code § 101199.1(a)(1), this document includes your proposed rate changes and the Large Group Policyholder Request Form.</p> <p>Upon receiving such a notice of a rate change, a large group policyholder that has more than 2,000 total insureds and coverage that is experience rated in whole or blended, may apply to have the Department of Insurance review the rate change by sending an e-mail with the completed form within 30 days of this notice to this address: <a href="mailto:HealthRateReview@insurance.ca.gov">HealthRateReview@insurance.ca.gov</a>.</p>
Legislative and Regulatory Requirements
<p><b>Affordable Care Act (ACA) Taxes and Fees</b></p> <p>The Affordable Care Act (ACA) imposed several fees/assessments. The Health Insurance Provider Fee (HIF) was applicable in 2020, but a federal omnibus bill signed on December 20, 2019 repealed the HIF for 2021 and beyond.</p> <p>Still applicable in 2023 is Patient-Centered Outcomes Research Trust Fund fee (PCORI). It applies to issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.</p> <p>This rate quote includes, as applicable, an estimate of the PCORI fee. We reserve the right to modify the rate, or otherwise recoup such fees, based on future regulatory guidance, subsequent state regulatory approvals, or if estimates are materially insufficient.</p>





**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

<b>PLAN FEATURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Benefit Limitations</b> - For any service or supply that is subject to a maximum visit, day, or dollar limitation on a per year basis, the benefit year begins on January 1st unless otherwise mandated. Refer to your plan documents for more information.		
<b>Deductible (per calendar year)</b>	\$250 Individual \$500 Family	\$750 Individual \$1,500 Family
All covered expenses accumulate simultaneously toward both the in-network and out-of-network Deductible. Unless otherwise indicated, the deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses do not apply towards the Deductible. The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Deductible amount.		
<b>Member Coinsurance</b>	5%	40%
Applies to all expenses unless otherwise stated.		
<b>Payment Limit (per calendar year)</b>	\$2,100 Individual \$4,200 Family	\$10,000 Individual \$20,000 Family
All covered expenses accumulate simultaneously toward both the in-network and out-of-network Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Pharmacy expenses do not apply towards the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit. The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Payment Limit amount.		
<b>Lifetime Maximum</b>	Unlimited except where otherwise indicated.	
<b>Payment for Out-of-Network Care**</b>	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
<b>Primary Care Physician Selection Calendar Year</b>	Optional	Not Applicable
<b>Certification Requirements</b> - Certification for certain types of Out-of-Network care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$500 per occurrence.		
<b>Referral Requirement</b>	None	None





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<b>PREVENTIVE CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Routine Adult Physical Exam/immunizations</b> 1 exam every 12 months up to age 65, 1 exam every 12 months age 66 and older	Covered 100%; deductible waived	Not Covered
<b>Routine Well Child Exams/immunizations</b> 7 exams first 12 months, 3 exams 13th - 24th months, 3 exams 25th - 36th months, 1 exam per 12 months thereafter to age 22.	Covered 100%; deductible waived	40%; after deductible
<b>Routine Gynecological Care Exams</b> 1 ob/gyn exam and pap smear per year	Covered 100%; deductible waived	40%; after deductible
<b>Routine Mammograms</b>	Covered 100%; deductible waived	40%; after deductible
<b>Women's Health</b>  Includes: Screening for gestational diabetes, HPV (Human Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.	Covered 100%; deductible waived	Covered according to standard claim practice.
<b>Routine Digital Rectal Exam</b> Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	40%; after deductible
<b>Prostate-specific Antigen Test</b> Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	40%; after deductible
<b>Colorectal Cancer Screening</b> Recommended: For all members age 45 and over.	Covered 100%; deductible waived	40%; after deductible
<b>Routine Eye Exams</b> 1 routine exam per 24 months.	Covered 100%; deductible waived	Not Covered
<b>Routine Hearing Screening</b>	Covered 100%; deductible waived	Not Covered
<b>PHYSICIAN SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Office Visits to non-Specialist</b>  Includes services of an internist, general physician, family practitioner or pediatrician.	5% after \$15 office visit copay; deductible waived	40%; after deductible
<b>Specialist Office Visits</b>	5% after \$15 office visit copay; deductible waived	40%; after deductible
<b>Hearing Exams</b>	Not Covered	Not Covered
<b>Pre-Natal Maternity</b>	Covered 100%; deductible waived	40%; after deductible
<b>Walk-In Clinics</b>  Designated Walk-In Clinics Covered 100%; deductible waived	5% after \$15 office visit copay; deductible waived	40%; after deductible
Walk-in Clinics are free-standing health care facilities that (a) may be located in or with a pharmacy, drug store, supermarket or other retail store; and (b) provide limited medical care and services on a scheduled or unscheduled basis. Urgent care centers, emergency rooms, the outpatient department of a hospital, ambulatory surgical centers, and physician offices are not considered to be Walk-in Clinics.		
<b>Allergy Testing</b>	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
<b>Allergy Injections</b>	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed



**PLAN DESIGN & BENEFITS**  
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<b>DIAGNOSTIC PROCEDURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Diagnostic X-ray</b> (other than Complex Imaging Services) If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.	5%; after deductible	40%; after deductible
<b>Diagnostic Laboratory</b> If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.	5%; after deductible	40%; after deductible
<b>Diagnostic Complex Imaging</b> If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.	5%; after deductible	40%; after deductible
<b>EMERGENCY MEDICAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Urgent Care Provider</b>	5% after \$35 office visit copay; deductible waived	40%
<b>Non-Urgent Use of Urgent Care Provider</b>	Not Covered	Not Covered
<b>Emergency Room</b> Copay waived if admitted	5% after \$100 copay; deductible waived	Same as in-network care
<b>Non-Emergency Care in an Emergency Room</b>	Not Covered	Not Covered
<b>Emergency Use of Ambulance</b>	10%; after deductible	Same as in-network care
<b>Non-Emergency Use of Ambulance</b>	Not Covered	Not Covered
<b>HOSPITAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Coverage</b> Your cost sharing applies to all covered benefits incurred during your inpatient stay.	5%; after deductible	40%; after deductible
<b>Inpatient Maternity Coverage</b> (Includes delivery and postpartum care) Your cost sharing applies to all covered benefits incurred during your inpatient stay.	5%; after deductible	40%; after deductible
<b>Outpatient Hospital Expenses</b> Your cost sharing applies to all covered benefits incurred during your outpatient visit.	5%; after deductible	40%; after deductible
<b>Outpatient Surgery - Hospital</b> Your cost sharing applies to all covered benefits incurred during your outpatient visit.	5% after \$100 copay; deductible waived	40%; after deductible
<b>Outpatient Surgery - Freestanding Facility</b> Your cost sharing applies to all covered benefits incurred during your outpatient visit.	5% after \$100 copay; deductible waived	40%; after deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Mental Health Inpatient</b> Your cost sharing applies to all covered benefits incurred during your inpatient stay.	5%; after deductible	40%; after deductible
<b>Mental Health Office Visits</b> Your cost sharing applies to all covered benefits incurred during your outpatient visit.	5% after \$15 copay; deductible waived	40%; after deductible
<b>Other Mental Health Services</b>	5%; after deductible	40%; after deductible
<b>SUBSTANCE ABUSE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Substance Abuse Inpatient</b> Your cost sharing applies to all covered benefits incurred during your inpatient stay.	5%; after deductible	40%; after deductible
<b>Residential Treatment Facility</b>	5%; after deductible	40%; after deductible



**PLAN DESIGN & BENEFITS**  
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<b>Substance Abuse Office Visits</b>	5% after \$15 copay; deductible waived	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Other Substance Abuse Services</b>	5%; after deductible	40%; after deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Skilled Nursing Facility</b>	5%; after deductible	40%; after deductible
Limited to 80 days per year Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Home Health Care</b>	5%; after deductible	40%; after deductible
Limited to 120 visits per year. Home health care services include private duty nursing Limited to 3 intermittent visits per day by a participating home health care agency; 1 visit equals a period of 4 hrs or less.		
<b>Hospice Care - Inpatient</b>	5%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Hospice Care - Outpatient</b>	5%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Private Duty Nursing - Outpatient</b>	Covered as part of Home Health Care	Covered as part of Home Health Care
Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.		
<b>Outpatient Rehabilitative Speech Therapy</b>	5% after \$15 copay; deductible waived	40%; after deductible
<b>Outpatient Physical and Occupational Therapy</b>	5% after \$15 copay; deductible waived	40%; after deductible
<b>Spinal Manipulation Therapy</b>	5% after \$15 copay; deductible waived	40%; after deductible
Limited to 20 visits per year		
<b>Rehabilitative Physical Therapy</b>	5%; after deductible	40%; after deductible
<b>Rehabilitative Occupational Therapy</b>	5%; after deductible	40%; after deductible
<b>Rehabilitative Speech Therapy</b>	5%; after deductible	40%; after deductible
<b>Autism Behavioral Therapy</b>	5% after \$15 copay; deductible waived	40%; after deductible
Covered same as any other Outpatient Mental Health benefit.		
<b>Autism Applied Behavior Analysis</b>	5%; after deductible	40%; after deductible
Covered same as any other Outpatient Mental Health Other Services benefit.		
<b>Autism Physical Therapy</b>	5%; after deductible	40%; after deductible
<b>Autism Occupational Therapy</b>	5%; after deductible	40%; after deductible
<b>Autism Speech Therapy</b>	5%; after deductible	40%; after deductible
<b>Durable Medical Equipment</b>	50%; after deductible	50%; after deductible
<b>Orthotics</b>	10%; after deductible	40%; after deductible
Orthotics and special footwear covered for persons with foot disfigurement.		
<b>Diabetic Supplies – (if not covered under Pharmacy benefit)</b>	Covered same as any other medical expense.	Covered same as any other medical expense.
<b>Affordable Care Act mandated Women's Contraceptives</b>	Covered 100%; deductible waived	Covered same as any other expense.
<b>Women's Contraceptive drugs and devices not obtainable at a pharmacy</b>	Covered 100%; deductible waived	Covered same as any other expense.
<b>Infusion Therapy</b>	5% after \$15 copay; deductible waived	40%; after deductible
Administered in the home or physician's office		



**PLAN DESIGN & BENEFITS**  
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Infusion Therapy Administered in an outpatient hospital department or freestanding facility	5%; after deductible	30%; after deductible
Vision Eyewear	Not Covered	Not Covered
Transplants	5%; after deductible Preferred coverage is provided at an IOE contracted facility only.	40%; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
Bariatric Surgery	Not Covered	Not Covered
Acupuncture	5% after \$15 copay; deductible waived	40%; after deductible
Limited to 20 visits per year		
"Other" Health Care – 20% member coinsurance, after deductible, for services that are neither in-network nor out-of-network.		
<b>FAMILY PLANNING</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Infertility Treatment	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
Diagnosis and treatment of the underlying medical condition only.		
Comprehensive Infertility Services	Not Covered	Not Covered
Artificial insemination and ovulation induction		





**PLAN DESIGN & BENEFITS**  
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<b>Advanced Reproductive Technology (ART)</b> In-vitro fertilization (IVF), zygote intrafallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI), or ovum microsurgery	Not Covered	Not Covered
<b>Vasectomy</b>	Your cost sharing is based on the type of service and where it is performed	40%; after deductible
<b>Tubal Ligation</b>	Covered 100%; deductible waived	40%; after deductible
<b>PHARMACY</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Pharmacy Plan Type</b>	Advanced Control Plan - Aetna	
<b>Value Drugs Tier 1A</b>		
<b>Retail</b>	Covered 100%	40% of submitted cost
<b>Mail Order</b>	Covered 100%	Not Applicable
<b>Preferred Generic Drugs</b>		
<b>Retail</b>	\$10 copay	40% of submitted cost Maximum \$250
<b>Mail Order</b>	\$20 copay	40% of submitted cost
<b>Preferred Brand-Name Drugs</b>		
<b>Retail</b>	\$35 copay	40% of submitted cost Maximum \$250
<b>Mail Order</b>	\$70 copay	40% of submitted cost
<b>Non-Preferred Generic and Brand-Name Drugs</b>		
<b>Retail</b>	\$50 copay	40% of submitted cost Maximum \$250
<b>Mail Order</b>	\$100 copay	40% of submitted cost
<b>Pharmacy Day Supply and Requirements</b>		
<b>Retail</b>	Up to a 30 day supply from Aetna National Network	
<b>Mandatory Maintenance Choice</b>	After two retail fills, you'll need to fill 90-day supplies with CVS Caremark Mail Service Pharmacy™ or at CVS Pharmacy stores. Otherwise, the member will be responsible for meeting a greater cost-sharing (i.e. penalty)	
<b>Opt Out</b>	The member must notify us of whether they want to continue to fill at a network retail pharmacy by calling the number on the member ID card.	
<b>Specialty</b>	Up to a 30 day supply All prescription fills must be through our preferred specialty pharmacy network. Advanced Control Formulary Aetna Insured List	



**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

**Choose Generics** - If the member or the physician requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.

**Plan Includes:** Diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy.

Contraceptives covered up to a 12 month supply. Contraceptive copay strategy applies.

Includes sexual dysfunction drugs for females and males, including daily dose, additional 6 tablets a month for males for erectile dysfunction.

A limited list of over-the-counter medications are covered when filled with a prescription.

Oral chemotherapy drugs covered 100%

Prescription and quantity limits included

Step Therapy Included

Seasonal Vaccinations covered 100% In-network

Preventive Vaccinations covered 100% in-network

One transition fill allowed within 90 days of member's effective date

Affordable Care Act mandated female contraceptives and preventive medications covered 100% In-network.

<b>Prescription Drug Annual Out of Pocket Maximum</b>	<b>\$400 Individual</b>	<b>Not Applicable</b>
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	<b>\$800 Family</b>	
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**GENERAL PROVISIONS**

<b>Dependent Eligibility</b>	Spouse, children from birth to age 26 regardless of student status.
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“We cover the cost of services based on whether doctors are “in network” or “out of network.” We want to help you understand how much we pay for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this “out-of-network” care.

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a doctor who is out of network, your health plan may pay some of that doctor's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

When you choose out-of-network care, we limit the amount it will pay. This limit is called the “recognized” or “allowed” amount.

• For doctors and other professionals the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we “recognize” depends on the plan you or your employer picks.

• For hospitals and other facilities, the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we “recognize” depends on the plan you or your employer picks.

Your doctor sets his or her own rate to charge you. It may be higher – sometimes much higher – than what your plan “recognizes.” Your doctor may bill you for the dollar amount that we don’t “recognize.” You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the “recognized charge” counts toward your deductible or out-of-pocket maximums. To learn more about how we pay out-of-network benefits visit our website.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to [www.aetna.com](http://www.aetna.com) and click on “Find a Doctor” on the left side of the page. If you are already a member, sign on to your Navigator member site.



Freano Unified School District  
Effective Date: 07-01-2023  
Open Choice® PPO

**PLAN DESIGN & BENEFITS**  
**MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

This applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in network. You pay cost sharing and deductibles for your in-network level of benefits. Contact us if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your cost sharing and deductibles.

This way of paying out-of-network doctors and hospitals applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident), we will pay the bill as if you got care in network. You pay your plan's copayments, coinsurance and deductibles for your in-network level of benefits. Contact us if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your copayments, coinsurance and deductibles.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.

If you are in a plan that requires the selection of a primary care physician and your primary care physician is part of an integrated delivery system or physician group, your primary care physician will generally refer you to specialists and hospitals that are affiliated with the delivery system or physician group.



**PLAN DESIGN & BENEFITS  
MEDICAL PLAN PROVIDED BY AETNA LIFE INSURANCE COMPANY**

The following is a list of services and supplies that are *generally* not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Hearing aids
- Home births
- Immunizations for travel or work, except where medically necessary or indicated.
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
- Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of this material into another language may be available. Please call Member Services at 1-888-962-3862.

Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al 1-888-962-3862.

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).

Aetna and MinuteClinic, LLC (which either operates or provides certain management support services to MinuteClinic-branded walk-in clinics) are both within the CVB Health family.

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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Amendment to Agreements with Claremont Partners**

**ITEM DESCRIPTION:** Included in the Board binders is an amendment to the agreements with Claremont Partners for Joint Health Management Board (JHMB) health program integration and Prescription Benefit Management (PBM) consulting services.

The JHMB has utilized the services of Claremont Partners since November 2008. The services provided by Claremont Partners include, but are not limited to, data integration services, pharmacy benefit management consulting, enhanced primary care services management, development of data dashboard measures and implementation of pharmacy market-checks and/or request for proposals.

This amendment provides for a contract term extension effective July 01, 2023, through June 30, 2024, and further allows for a 5% increase in rates of \$3.43 per employee per month. The estimated annual costs are not to exceed \$600,000.

These services are in alignment with the JHMB's established goals and responsibilities for providing high quality health care to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds for the annual estimated cost of \$600,000 are available in the Internal Service Health Fund.

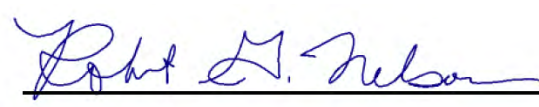
**PREPARED BY:** Steven Shubin,  
Deputy Executive



**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

## Vendor Number

Claremont Partners, Inc

700 Van Ness Ave., Ste. 241 Fresno, CA 93721

Vendor Name  
(559) 492-0733

Address  
Devon Devine

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:  
Steven Shubin

Benefits Department

(559) 457-3539

Name

Site/ Dept

Telephone number

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

Annual Cost \$ 600,000.00 (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: Obtain, validate, securely store, and make actionable employee healthcare cost data sets including:

- i. Self-insured claims
- ii. HMO
- iii. Mental health and behavioral care vendor
- iv. Employee Assistance Program vendor
- v. Dental carrier
- vi. Vision carrier
- vii. Pharmacy Benefit Manager
- viii. Employee wellness services vendor(s)
- ix. Telemedicine vendor
- x. Eligibility

Grounded in reliable data, supply project management, medical and pharmaceutical industry knowledge, financial/health outcomes evaluation best practices, and hands-on assistance to the Joint Health Management Board to continue to bend the healthcare cost trend and improve employee health.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on Board of Education Agenda: 06/21/23  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

  
Patrick Jensen (Jun 9, 2023 10:15 PDT)

Jun 9, 2023

Signed

Date

Reviewed & approved by Risk Management



6/8/2023

Signed

Date

Reviewed & approved by Department Head



Signed

Date

Please return signed agreement back to (name/email) : Christina Everitt Christina.Everitt@fresnounified.org

**Amendment Two  
to the Independent Contractor Services Agreement Between  
The Fresno Unified School District and Claremont Partners, Inc.**

Pursuant to Paragraph 28 of the Independent Contractor Services **Agreement (“Agreement”)**, dated July 1<sup>st</sup>, 2020, between the Fresno Unified School District (“District”) and Claremont Partners, Inc. (“Contractor”), the Agreement is amended as follows:

1. Effective July 1, 2023, **Paragraph 4 “Term” is amended in its entirety** to read as follows:

“This Agreement, originally effective July 1, 2020, shall terminate on June 30, 2024. There shall be no extension of the term of the Agreement without express written consent from the Parties.”

2. Effective July 1, 2023, the first sentence of Paragraph 5 is amended to read as follows:

“District agrees to pay Contractor at following rate of \$ 3.15 per employee per month for the period of 7/1/20-6/30/21; \$3.21 per employee per month for the period of 7/1/21-6/30/22; \$3.27 per employee per month for the period of 7/1/22 – 6/30/23; and \$3.43 per employee per month for the period of 7/1/23-**6/30/24.**”

3. **Paragraph 21 “Written Notice” is amended to** replace the District contacts as follows:

District:  
Executive Director of Purchasing  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

cc:  
Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93722

4. Effective July 1, 2023, Exhibit A-1, **“Data Analytics,”** sub-item **“ii. Medical carrier(s)”** is amended to read as follows **“ii. Medical carriers, including fully insured carriers.”**

\*\*\*

**Fresno Unified School District**

**Claremont Partners, Inc.**

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

By: Devon Devine

Name: Patrick Jensen

Name: Devon Devine

Title: Interim Chief Financial Officer

Title: Partner

**Approved as to Form:**

By: Stacey Sandoval 6/8/2023

Name: Stacey Sandoval

Title: Executive Director Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Amendment to the Agreement with Delta Health Systems**

**ITEM DESCRIPTION:** Included in the Board binders is an amendment to the agreement with Delta Health Systems (DHS) to provide medical claims administration services on behalf of the district's self-insured medical plans. Key responsibilities for DHS include processing medical claims, customer service support, managing participant eligibility, benefits administration and providing web-site access to claims. In addition, DHS also provides eligibility, premium disbursements, and reconciliation services for the Kaiser Health Maintenance Organization (HMO) plan.

The amendment provides for continuation of existing services through December 31, 2024. The move to Aetna Medicare PPO plan reduces about one-third of the plans enrollments which triggered enrollment language in the Delta Health Systems agreement. Rates are increasing from \$16.90 per employee per month to \$19.16 per employee per month, an 11.8% increase. All medical claims administration services will be provided on a per-employee/retiree per-month (PEPM) fee.

These services are in alignment with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high quality healthcare to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds for the annual estimated cost of \$3.3 million are available in the Internal Service Health Fund.

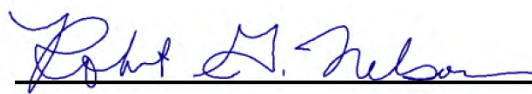
**PREPARED BY:** Steven Shubin,  
Deputy Executive

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

93851

**Vendor Number**

Delta Health Systems

**Vendor Name**

**Address**

**Phone Number**

**Vendor Contact**

**From:** 7/1/2023

**Through:** 12/31/2024

**Term (Duration)**

**FUSD Contract Administrator:**

Steven Shubin

Benefits Department

457-6227

**Name**

**Site/ Dept**

**Telephone number**

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

**Annual Cost** \$ 3,300,000.00 (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:**

The amendment provides for continuation of existing services through December 31, 2024. Due to the move to Aetna Medicare PPO plan it cuts about one-third of the plans enrollments which triggered enrollment language in Delta Health Systems Contract. Rates are increasing from \$16.90 per employee per month to \$19.16 per employee per month, an 11.8% increase. All medical claims administration services will be provided on a per-employee/retiree per-month (PEPM) fee.

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:** 6/21/2023 Will this contract be submitted with Bundled Contracts?  
(Contracts of \$15,000.00 or more)

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

  
Patrick Jensen (Jun 9, 2023 10:11 PDT)

Jun 9, 2023

**Signed**

**Date**

Reviewed & approved by **Risk Management**



5/30/2023

**Signed**

**Date**

Reviewed & approved by **Department Head**



5/30/23

**Signed**

**Date**

Christina Everitt @ Christina.Everitt@fresnounified.org

Please return signed agreement back to (name/email): Mai Moua @ mai.moua@fresnounified.org



## ADMINISTRATIVE AGREEMENT AMENDMENT

### FRESNO UNIFIED SCHOOL DISTRICT

### EFFECTIVE DATE: 7/1/2023

Whereas, Fresno Unified School District (the "Client") and Delta Health Systems ("DHS") entered into an Administrative Agreement effective July 1, 2020 through June 30, 2022, subsequently amended by the Administrative Agreement Amendment effective January 1, 2022, regarding certain third-party administrative services provided by DHS.

And Whereas, the terms of the Agreement provide that DHS has the right to adjust the agreement if the number of Participants decrease by 15% or more.

And Whereas, the Client intends to migrate approximately 4,500 active subscribers from the medical health plan administered by DHS to a fully insured Medicare Advantage PPO health plan administered by Aetna, which effective July 1, 2023 will represent a decrease in plan participants greater than 15%.

Now therefore, DHS has produced this Administrative Agreement Amendment to be effective July 1, 2023, reflecting the following changes:

1. This Amendment modifies and supplements the Administrative Agreement effective July 1, 2020 through June 30, 2022 and the Administrative Agreement Amendment effective January 1, 2022, entered into between Fresno Unified School District and Delta Health Systems ("DHS"), regarding certain third-party administrative services provided by DHS.
2. The terms of this Amendment will be effective July 1, 2023 through December 31, 2024.
3. The parties agree that wherever there is any conflict between this Amendment and the Administrative Agreement or prior Amendment(s), the provisions of this Amendment will control and the Administrative Agreement will be construed accordingly.
4. Fresno Unified School District and DHS agree to modify the terms of the July 1, 2020 Administrative Agreement as follows:
  - a. The below FEE SCHEDULE replaces entirely the corresponding FEE SCHEDULE present in the July 1, 2020 Administrative Agreement and supersedes the Fee Schedule presented in the January 1, 2022 Administrative Agreement Amendment.
  - b. The attached revised *Appendix: Teladoc* shall be incorporated into the Administrative Agreement. Revisions shall supersede the January 1, 2022 version.

Additionally, the Client has requested that DHS perform Claims Run Out for the subscribers transferring to the Medicare Advantage Plan. A Run Out Agreement is attached herein.

### FEE SCHEDULE

The following abbreviations used in the fee schedule are defined as:

- **PEPM:** Per Employee Per Month
- **PEPY:** Per Employee Per Year
- **PPPM:** Per Participant Per Month
- **PPPY:** Per Participant Per Year



## Ongoing Monthly Fees

These fees will be billed monthly, along with any other services selected under the terms of this Agreement.

DHS Responsibility	Function	Fee
✓	<b>Claims Administration: Medical</b> This rate includes the following services from DHS: <ul style="list-style-type: none"> <li>Website access to Claims, eligibility, and benefits,</li> <li>Online monthly reports and ad hoc reporting,</li> <li>Eligibility and premium collection,</li> <li>Reporting for medical coverage,</li> <li>Healthcare ID Card Maintenance (i.e., lost card, request for additional cards; 1 single/2 family with or without dependent names),</li> <li>Standard welcome packets for new hires (Includes welcome letter, DHS website, Mayo Clinic, Claims Processing, Reading an EOB, Telephone Access and Q &amp; A., and insert cards),</li> <li>Summary of Benefits and Coverage*, and</li> <li>Plan Amendments</li> </ul> <b>*See Optional: Employee Benefits Communication Fees</b>  <i>Note: Separate administrative fees may be implemented based on future discussion of plan coverage options that do not include medical coverage. Fees for standalone coverage options such as dental/vision, dental only or vision only may be imposed. This also applies to COBRA administration for Fully Insured membership. Items requiring pre-certification or Utilization Review or Case Management beyond the standard scope of service may be subjected to additional charges.</i>	\$19.16 PEPM
✓	<b>Eligibility Processing: HMO</b> This rate includes the following services from DHS: <ul style="list-style-type: none"> <li>Eligibility, premium collection, reporting, and monthly electronic premium reconciliation file</li> </ul>	\$6.00 PEPM
✓	<b>Eligibility Processing: MAPPO</b> This rate includes the following services from DHS: <ul style="list-style-type: none"> <li>Eligibility, premium collection, reporting, and weekly electronic eligibility file submittal &amp; reconciliation</li> <li>DHS reserves the right to review this rate after 4 months of service.</li> </ul>	\$6.00 PEPM  This charge is for each subscribing retiree. There is no charge for a subscriber's dependents.
✓	<b>Run-Out Claims:</b> In the event the Client terminates this agreement and elects to enter into a run-out agreement with DHS, with respect to Claims received after the termination of this Agreement, but incurred while the Agreement was in effect, DHS will process run-out for a maximum of 12 months for the following fixed fee.	The PEPM Admin fee at the time of termination, times the highest monthly enrollment count in the 12 months prior to termination, times four





### Ongoing Monthly Fees (Continued)

DHS Responsibility	Function	Fee
✓	<b>Healthcare Identification Cards</b> <ul style="list-style-type: none"> <li>Newly enrolled participants (new hires), one per Member, two per family, and re-cards for plan sponsor changes.</li> </ul> <p>Costs associated with custom card layouts or special print requests, such as, but not limited to plan sponsor benefit changes and new vendor partnerships are passed to the client at cost.</p>	<p>\$1.75 per color plastic card.</p> <p>Charges vary with each request and are provided prior to printing</p>

### Telemedicine Fees

DHS Responsibility	Function	Fee
✓	<b>Teladoc</b> <ul style="list-style-type: none"> <li>Primary Care: <ul style="list-style-type: none"> <li>\$0.80 PEPM</li> <li>\$55 occurrence fee</li> </ul> </li> </ul> <p><i>Note: See Appendix B: Teladoc for full terms. Teladoc rates may increase to \$1.00 PEPM if FUSD enrollment falls below 10,000 employee lives. DHS to absorb any such increase.</i></p>	<p>\$0.80 PEPM</p> <p>The Client agrees to pay the per-occurrence fee, less any applicable co-pay by the Member.</p>

### Ancillary Fees

The following ancillary fees may be incurred by the Plan, in addition to DHS's administrative fees. Fees will be billed monthly and paid in accordance with the claims or disbursement funding process for the DHS managed bank account or client account arrangement.

Function	Fee
<b>Auditors</b>	25 hours for responding to external auditors' requests are included at no charge and then \$110 per hour thereafter when the Client requests an audit of claims and such audit is performed on site. Additional fees will be charged for contingency audits.
<b>Banking Fees</b>	The Client shall be responsible for all banking fees.
<b>Customized Mailings and Materials</b> Custom materials for transition, employee meetings, and ongoing administration of the plan	Printing and mailing costs for home mailings to active employees and/or COBRA participants are passed on to the Client plus a 10% handling fee.





## Ancillary Fees (Continued)

Function	Fee
<b>Data File Integration Services</b> Establishment of inbound and/or outbound file integration for third party vendors. Includes connectivity, testing, production, ongoing maintenance, and resources required for each project.	\$275 per hour
<b>Delta Analytics Reporting Services</b> Standard online report. • Custom specialized reports that are outside the parameters of DHS's pre-defined reports.	No charge Additional fees may apply
<b>Interpreter</b> • Interpreter services requested by plan participants to explain Claim processing and materials. Charges do not apply to Spanish interpreter services. • Platform access per call • Missed scheduled Interpreter appointment	\$1.85 per minute. \$0.25 per call \$200 per missed appointment  All fees subject to a 15% handling fee
<b>Reprocessing Fee</b> In the event a retroactive amendment, provider contractual agreement, plan sponsor exception, and/or an executed benefit administrative change form results in the need to reprocess Claims.	\$14 per Claim.
<b>State Surcharge Filings</b> DHS will file reports with the State of New York (regarding the reporting responsibilities and notification procedures for TPAs under the New York State Health Care Reform Act) and the State of Massachusetts (regarding the distribution of Forms 1099-HC under the Massachusetts' 2006 Health Care Reform Act). Additional States may be added, cost to be determined.	No cost for filing. Client to pay Assessment.
<b>Termination of Agreement (No Run Out)</b>	\$50 per hour for labor necessary to retrieve copies of all original Claims or other documents as requested submitted to the Plan.
<b>Translation</b> Translation services needed for Claims processing, letters, and materials needed for the administration of the plan. • Translation services needed for SPD	Estimated costs will be provided at the time materials are requested.  \$0.09 per source word rounded to the nearest dollar plus a 15% handling fee.

### Fee Notices

- **Other Expenses** – For any other expenses incurred by DHS in connection with administration of the Plan, DHS agrees to bill such expenses, limited to the actual amount of cost to DHS plus a 15% handling fee. The Client shall have access to records of said costs, provided that such expenses are approved by the Client in advance.
- **Vendor Fees** – Vendor pass-through fees are subject to annual vendor adjustment.



### Optional: Administrative Service Fees

The following Optional Administrative Services are available; however, will only be utilized if specifically directed by the Client.

DHS Responsibility	Function	Fee
NA	<b>Legislative Coverage Notice</b> DHS will mail necessary legislative update/change notices to all Members. DHS will present a proposal to the client before any work begins.	\$350 for data retrieval plus \$1.20 per letter to include printing, shipping and postage.
NA	<b>Additional Legislative Compliance</b> DHS will support the Client in responding to new legislative requirements.	Applicable fees to be determined as needed based on scope of work
N/A	<b>Independent Consultation &amp; Evaluation (ICE)</b> Unlimited access to compliance, administrative, and regulatory questions <ul style="list-style-type: none"> <li>Complex Claim Reviews Review claims incurred against plan document and stop loss policy. Includes eligibility, exclusions, COB, and more.</li> <li>Plan document assessments Compare plan document to employee handbook or stop loss policy.</li> <li>General Plan Regulatory Inquiries &amp; Legal Compliance - Consultative services for ACA, COBRA, ERISA, FMLA &amp; Leaves of Absence, HIPAA, and IRS regulations.</li> <li>Agreement Analysis PBM, stoploss and network.</li> </ul>	\$1.00 PEPM
NA	<b>Consultant Fees</b> Fees of medical and dental consultants and any consulting attorneys requested at the direction of the client	Passed on to the Client at cost



### Optional: Administrative Service Fees (Continued)

DHS Responsibility	Function	Fee
NA	<b>Out-Of-Network Repricing Services</b> The Client agrees to reimburse DHS or DHS's selected third party vendor(s) for: <ul style="list-style-type: none"> <li>Provider acceptance of Medicare based pricing and negotiating discounts off billed charges from out-of-network Providers, and/or</li> <li>Claims that fall outside of all layers of PPO networks that will be considered for Delta Network Advantage fee negotiations or the provider acceptance of Medicare based pricing. <i>Note: Delta Network Advantage will attempt to negotiate terms for all non-network (inpatient or outpatient) facility Claims. All negotiations will be conducted via signed and dated contracts.</i></li> </ul>	Client reimbursement to DHS or DHS's selected third party vendor(s) equal to 25% of the savings.
NA	<b>Subrogation / Third Party Recovery</b> <ul style="list-style-type: none"> <li>For expenses incurred by DHS in connection with recovery of Plan assets through a Plan subrogation provision.</li> <li>If the Client chooses to utilize the services of an outside subrogation vendor</li> </ul>	<ul style="list-style-type: none"> <li>DHS shall be compensated at the rate of 25% of the amount recovered</li> <li>The Client agrees to pay DHS a fee of \$75 per hour of labor necessary to retrieve documentation requested by the vendor.</li> </ul>



### Optional: Employee Benefits Communication Fees

The following Optional Employee Benefits Communication Services are available; however, will only be utilized if specifically directed by the Client.

DHS Responsibility	Function	Fee
NA	<b>Plan Amendments</b> Each change to a Client's Summary Plan Description (SPD) will require a separate amendment (i.e., two changes to the SPD require two separate amendments, four changes require four separate amendments, etc.). An amendment provides clear, irrefutable evidence of exactly which requested/required changes were made to an SPD.	Included in admin fee
NA	<b>Plan Documents</b> Requests for a medical plan document restate, wrap document, or documents transitioning from fully insured to self-funded require review of existing documents and discussion to determine costs associated with preparation. <ul style="list-style-type: none"> <li>Plan Document Overview Assessment</li> <li>Incorporation of amendments</li> <li>Review for compliance</li> <li>Recommendations and provide provisions to maximize plan rights</li> <li>Plan customization</li> </ul>	Quote will be provided upon review of existing documents.
NA	<b>Summary Plan Description - Existing Self-Funded SPD</b> Update an existing ERISA compliant Summary Plan Description (SPD) for employees with applicable amendments and the summary of benefits. Additional costs apply to reformat into a word document  *Cost is subject to change dependent on review of the initial request, the last restate date, and legislative updates required. A quote will be provided.	*\$1,800 (one draft) standard template  Additional drafts: \$275 per hour  2 <sup>nd</sup> SPD: \$275 per hour capped at \$1,600
NA	<b>Summary Plan Description FSA - Existing SPD</b> Update an ERISA compliant Summary Plan Description (SPD) with applicable amendments and the summary of benefits.	\$1,000 per SPD (one draft) Standard template
NA	<b>Summary Benefits Coverage*</b> Create an ERISA compliant Summary of Benefits and Coverage (SBC) for employees in a format that will be "written in a manner calculated to be understood by the average plan Participant," as required by the Code of Federal Regulations.	One-time fee \$400 per SBC \$500 per SBC if expedited  *No cost for changes or revisions, except for template revisions required by DOL.
NA	<b>Summary of Benefits*</b> Create a Summary of Benefits (SOB) for employees in a format that will be "written in a manner calculated to be understood by the average plan Participant.	At cost + 15%



### Optional: Employee Benefits Communication Fees (Continued)

DHS Responsibility	Function	Fee
NA	<p><b>Welcome Packets For New Hires on the Medical Plan</b></p> <p><i>Note: This booklet is now available on the website in English and Spanish.</i></p> <ul style="list-style-type: none"> <li>DHS will provide one generic 8x11 welcome packet to active participants on the medical plan and new hires as part of the administrative set-up fee. The 8x11 welcome packet will be mailed to the employee to include information on DHS services. Necessary Claim forms will be provided individually.</li> </ul> <p>Welcome Packets provided for employee meetings and open enrollment.</p>	<ul style="list-style-type: none"> <li>No charge</li> <li>No charge</li> <li>\$4 per booklet</li> </ul>



### ADOPTION OF THE ADMINISTRATIVE AMENDMENT

This Amendment shall be binding upon the Parties and their successors and permitted assigns. In the event signature for this Amendment is not received by the Client within thirty (30) days of the Effective Date as defined in the renewal or Agreement term, this Agreement shall be considered executed if administrative services continue and administrative fees are received after the renewal effective date.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

Fresno Unified School District

Delta Health Systems

Date: \_\_\_\_\_

Date: 5/17/2023

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


By: 

Its Duly Authorized: Patrick Jensen  
Interim Chief Financial Officer

Its Duly Authorized: CEO, Greg Stemler

Approved as to Form

Date: \_\_\_\_\_

By:  5/30/2023  
Stacey Sandoval

Title: Executive Director Risk Management





## Appendix B: Teladoc (Revised effective July 1, 2023)

The provisions of the Agreement and the related definitions (unless otherwise specified herein) are incorporated by reference into this Appendix B and shall be deemed to have the same force and effect as if set forth in full herein.

### 1. TERM & TERMINATION

The services provided by Teledoc, Inc. ("Teladoc") shall commence on January 1, 2022 and continue through December 31, 2024. The services provided by Teledoc may be terminated at any time, for any reason, by either party by giving at least 60 days' prior written notice to other party.

### 2. TELEMEDICINE SERVICES

Telemedicine is the use of electronic information and telecommunications technologies to support the delivery of medical care. Technologies include telephony, videoconferencing, the internet, email, text-messaging and electronic medical record (EMR) systems.

The Teladoc solution provides Members, including dependents and retirees, with 24/7/365 access to same day appointments in California and other States in which it conducts business. Teladoc will provide the Members with unlimited toll-free access to telephone or web-based video medical consultations and health information services provided by Board Certified physicians. Each such physician shall be licensed to practice medicine and possess medical malpractice insurance equal to or greater than the minimum requirement of the state in which the physician practices. Teladoc provides the physicians with training, a proprietary electronic medical record (EMR) platform and e-prescribing technologies.

DHS, as a licensed reseller of Teladoc services, has been authorized to make the following services from Teladoc available for the benefit of Client and its Members:

- 2.1 Provide Members with same day access to consultations with licensed physician. Members can choose to consult with a doctor by telephone or video conferencing where available.
- 2.2 Provide for electronic prescribing of non-DEA scheduled medications, incident to the establishment of physician-patient relationship.
- 2.3 Provide for the delivery, at the sole discretion of the physician, of laboratory testing requisitions ("lab slips").



- 2.4 Provide monthly utilization reports, reason for consultations (through providing a diagnosis code or descriptions of malady or similar reports), and time/date of consultations reports by Member Group.
- 2.5 Maintain and enforce requirements as to the qualifications of the independent physicians available for consultation, including but not limited to each physician maintaining proper licensing, Board Certification and malpractice insurance.
- 2.6 Make reasonable efforts to ensure all websites and telephonic systems remain operational at all times, except for required maintenance.
- 2.7 Perform its services in a competent and professional manner, with that level of reasonable care which a similarly situated provider of telephonic medical services would exercise under similar circumstances, and with qualified, appropriately skilled and trained personnel.
- 2.8 Provide access to the physician network 24/7/365

### **3. COMPENSATION**

DHS agrees to provide the Teladoc telemedicine services described in Section 2 above for the following fees:

- A PEPM fee, of \$0.80. The actual fee charged by Teladoc to DHS is currently \$0.80 PEPM; however, due to the reduction in employee lives Teladoc may increase the fee to \$1.00. DHS will cap the fee paid by Client to DHS at \$0.80 PEPM and pay to Teladoc on behalf of the Client the Teladoc PEPM fee for the time period July 1, 2023 through December 31, 2024.
- A Physician Consult Fee (Per Occurrence Fee), equal to the fee charged by Teladoc to DHS (currently \$55 Per Occurrence), less any applicable co-pay by the Member. DHS agrees that for each consultation, a claim shall be generated and adjudicated through DHS' claims' system.

Teladoc will collect at point-of-sale any co-payment owed by any Member, provided that DHS is provided timely notification of the need to collect such amount. The Member co-payment as of January 1, 2022 is \$0. It is understood that the per-occurrence fee for services detailed in this Section 3 shall be offset by the applicable co-payment, if any.

### **4. ELIGIBILITY**

Client shall provide DHS with an "Eligibility File" which identifies the covered Members (including dependents and retirees) covered under group plan and who are eligible for the telemedicine services. Client shall specify classifications (e.g., actives, retirees, dependents) of Members eligible for service.

### **5. RELATIONSHIP OF THE PARTIES**

- 5.1 Access to the Teladoc telemedicine services is made available to Client based on DHS's status as a licensed reseller of Teladoc's services. DHS is and shall at all times function as an independent contractor





under this Appendix B. DHS is not an employee, joint venturer, principal, agent, or partner of the Client. DHS is not authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the Client, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a party shall at all times be under the exclusive direction and control of that party.

5.2 DHS and Client agree that that they will each maintain in strict confidence any and all patient information to which they may have access by complying with the Privacy and Security Standards of HIPAA and the American Recovery and Reinvestment Act of 2009, including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act, which is part thereof.

5.3 In its reseller agreement with Teladoc DHS will contractually obligate Teladoc to conform to the above provisions of this Section 5.

5.4 It is understood that Teladoc may send out Member-direct marketing materials.

## **6. CONFLICT OF INTEREST**

The execution, delivery, and performance under this Appendix B does not create a conflict of interest by DHS, its officers, directors, and shareholders, or conflict or create a default under any other agreement to which DHS is a party.



## RUN OUT SERVICES AGREEMENT

This Agreement is effective as of July 1, 2023 by and between Fresno Unified School District (CLIENT) and Delta Health Systems (DELTA).

### Term and Termination Services

The term of this Agreement shall be for 12 months (not to exceed a maximum of twelve (12) months), beginning on July 1, 2023 and terminating on June 30, 2024, except that either party to this Agreement may terminate it by giving written notice thereof to the other at least thirty (30) days prior to the date of such termination.

DELTA will process claims incurred prior to July 1, 2023. Claims with dates of service on or after July 1, 2023 will be processed and denied as DHS is no longer the administrator.

DELTA may resign at any time, if the CLIENT does not supply sufficient funds, premiums or any fees within forty-five (45) days of notice by DELTA of the amount due.

### Fees

Run out services will be provided by DELTA at a cost of \$67.60 per Employee/Subscriber transferring to the Medicare Advantage plan (MAPPO) at the initiation of that plan in July 2023. The number of subscribers will be determined based on the July 2023 MAPPO enrollment. If the number of MAPPO enrollees in August reflects an enrollment increase greater than 10%, the added subscribers will also be billed the run out fee. This is equal to four times the PEPM Admin fee in effect at the time of this transition. A fee of \$150 per hour will apply for special projects, programming required for completing such projects, and/or reporting requests for prior plan year experience once this contract is in effect.

### Other

DELTA will work cooperatively with the new benefits provider to ensure eligibility information and claims detail is provided.

**In Witness Whereof**, the parties have caused this Agreement to be executed as of the date first above written.

THE CLIENT

DELTA HEALTH SYSTEMS

Date: \_\_\_\_\_

Date: 5/17/2023

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

By: 

Patrick Jensen

Its Duly Authorized: Interim Chief Financial Officer Its Duly Authorized: CEO, Greg Stemler

Approved as to Form:



5/30/2023

Stacey Sandoval, Executive Director  
Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Renewal Agreement with Delta Health Systems/TeamCare**

**ITEM DESCRIPTION:** Included in the Board binders is a renewal agreement with Delta Health Systems/TeamCare for employee wellness program administrative services.

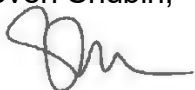
The administrative services provided under this agreement include, but are not limited to, strategic development of the wellness program, vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics and behavioral modification programs.

The term of this agreement is for a one-year period effective July 01, 2023, through June 30, 2024, and consists of a 15% increase with an annual service fee of \$173,940. The service fee is guaranteed for the one-year term of the agreement.

These services are in alignment with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high quality care to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$173,940 are available in the district's Internal Health Service Fund.

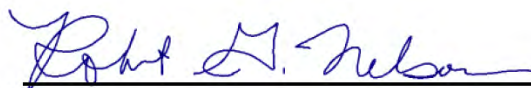
**PREPARED BY:** Steven Shubin,  
Deputy Executive



**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Preparing Career Ready Graduates

Completed independent contract agreement must be attached

<u>Delta Health Systems/TeamCare</u>	<u>3244 Brookside Road Ste. 200 Stockton, CA 95201</u>	
<b>Vendor Name</b>	<b>Address</b>	
<u>(559)228-4180</u>	<u>Dennis Bourdo</u>	
<b>Phone Number</b>	<b>Vendor Contact</b>	
<b>From: 7/1/2023</b>	<b>Through: 6/30/2024</b>	
<b>Term (Duration)</b>		
<b>FUSD Contract Administrator:</b>	<u>Benefits Department</u>	<u>559-457-3539</u>
<u>Steven Shubin</u>	<u>Site/ Dept</u>	<u>telephone number</u>
<b>Name</b>		
<b>Budget (Fund-Unit-Dept.-Activity-Object)</b>	<u>670-0841-0881-0000-6000-5899</u>	

**Annual Cost \$** \$179,400.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

**Scope of Work Summary:** Administrative services in accordance with Exhibit A which include, but are not limited to, strategic development of the wellness program, wellness vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics and behavioral modification programs.

Date Item is to appear on **Board of Education Agenda:**

**(Contracts of \$15,000.00 or more) 06/21/2023**

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

Patrick Jensen (Jun 9, 2023 10:14 PDT)

**Jun 9, 2023**

Signed

Date

Reviewed & approved by **Executive Director, Risk Management:**

Shorey

**6/8/2023**

Signed

Date

Please return signed contract to:

Christina Everitt Christina.Everitt@fresnounified.org

Payroll Department

(559)457-3539

Name

Department

Telephone



**Fresno Unified  
School District**  
*Preparing Career Ready Graduates*

# **Fresno Unified School District Independent Contractor Services Agreement**

## **GENERAL INFORMATION**

School/Department Budget: 670-0841-0881-6000-0000-5899

District Contact Person: Steven Shubin

Budget Manager Approval:



Contractor's Vendor Name: Delta Health Systems TeamCare

Contractor's Contact Person: Dennis Bourdo

Contractor's Title: Vice President

Contractor's Telephone Number: (559) 228-4170

Contractor's E-mail: Dennis.bourdo@delapro.com

Contractor's Address: P.O. Box 1227 Stockton, CA 95201

Contractor's Taxpayer ID# or SSN#: 94-2353289

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Delta Health Systems TeamCare ("Contractor").

### **Scope of Services, Term and Compensation**

**Contractor Services.** Contractor agrees to provide Administrative services in accordance with Exhibit A which include, but are not limited to, strategic development of the wellness program, wellness vendor management, program marketing, coordination of biometric and wellness screenings, wellness challenges, group fitness classes, webinars, flu shot clinics and behavioral modification programs.

1. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
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 7/1/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Compensation. District agrees to pay Contractor at following rate of \$14,950.00 per month. Checks will be made payable to Delta Health Systems TeamCare. 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 DB
6. Employment. Are you a 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. Conflict of Interest. Contractor does 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.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) 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 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

There shall be no additional fee to process TeamCare claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

11. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer wellness benefits to the successor wellness provider. Such data shall be transferred 60-days prior to the effective date of termination pursuant to a written request from the District. If the data transfer described in this Paragraph 11 is not completed by the deadline Contractor shall pay a late fee of \$500 per day each day until the data is provided.

#### Confidentiality

12. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or

data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. "Confidential Information" shall exclude Protected Health Information ("PHI"), as defined by 45 C.F.R. § 164.501, the use and disclosure of which shall be governed by the terms of the Business Associate Agreement attached herein as Exhibit B.

- 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 12.b. Upon the request of the District Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 12.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; (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; or (d) was rightfully in the possession of the Contractor prior to disclosure by the District.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the 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), to the extent practicable, or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.
- f. 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.

#### **Indemnification, Insurance, and Taxes**

- 13. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) for any alleged or incurred act, omission, negligence, or misconduct directly attributable to the Contractor or their respective agents,

subcontractors, employees, material or equipment suppliers, invitees, or licensees directly arising out of or directly resulting from Contractor's performance of the Agreement and all Exhibits thereto (including the Business Associate Agreement), including, but not limited to:

- a. the Contractor's use of the site;
- b. the Contractor's completion of the duties under the contract; or
- c. injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Paragraph 13.

14. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; and (3) Errors and Omissions Insurance with a policy limit of no less than \$2 million (\$2,000,000) dollars. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's 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.
15. **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. In particular, 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.
16. **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.

#### **Dispute Resolution**

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
18. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.
19. **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.

#### **Miscellaneous**

20. **Written Notice.** Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated



by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:

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

Contractor:

Dennis Bourdo  
Delta Health Systems TeamCare  
3244 Brookside Road, Ste. 200  
Stockton, CA 95201

cc:

Executive Officer  
Payroll and Benefits Department  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.
27. Waiver and Amendment. 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.
28. 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.
29. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore,

the Contractor agrees to comply with applicable Federal and California State laws.

30. 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.
31. 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.

\*\*\*\*\*

**DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
*Interim Chief Financial Officer*

\_\_\_\_\_  
*Dennis Bourdo, V.P. of TeamCare*

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

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

Approved As To Form:

\_\_\_\_\_  
*Handwritten Signature*

\_\_\_\_\_  
*6/8/2023*

*Executive Director, Benefits and  
Risk Management*

**EXHIBIT A**  
**To the**  
**FUSD Independent Contractor**  
**Service Agreement Between the**  
**Fresno Unified School District ("District") and**  
**Delta Health Systems/TeamCare ("Contractor")**

**A. Contractor Duties**

The Contractor is responsible for coordination of the work done within the framework of WellPATH and the wellness programs approved by the Joint Health Management Board ("JHMB") which is responsible for the Fresno Unified School District Health Care Plan. The Contractor reports to the JHMB and carries out Board policies as they relate to wellness programs approved by the JHMB. During the term of this Agreement, Delta Health Systems in its capacity as Contractor shall perform the following duties:

1. Manage the various wellness programs under WellPATH, including but not limited to, biometric and wellness screenings, challenges, group fitness classes, behavioral modification programs, personal training, webinars, flu shot clinics, 5k runs/walks and wellness expos. Responsibilities include managing vendors, collecting participant payment, determining eligibility for participation, organizing events, coordinating with FUSD staff, advertising the service, collecting data on participation, and ensuring WellPATH's protocols are followed. Additional administrative responsibilities may be necessary based on the specific wellness program.
2. Create and make available a set of procedures and protocols for each wellness program to WellPATH.
3. Make recommendations as to how to improve and better execute current programs.
  - a. In conjunction with and at the direction of WellPATH and JHMB develop, implement and manage new wellness programs.
4. Make recommendations and conduct RFPs for qualified vendor partners for current or future wellness services that may be offered to the JHMB.
5. Provide and maintain qualified staff based in Fresno, CA, possessing a detailed knowledge of wellness programs. With proper and effective supervision Contractor will perform wellness program administrative functions and answer the inquiries of employees, retirees, wellness champions, third-party vendors, and the JHMB with respect to the administrative requirements and procedures of the programs. Provide such bond or bonds on members of the administrative staff as may be required by law.
6. Make available a toll-free number for participants to call with inquiries and staff the line between the hours of 8am-5pm Monday through Friday.
7. Maintain an efficient and organized data tracking system.
8. Provide marketing templates/design for programs and events at no cost (does not include printing and mailing).
9. Establish wellness champion guidelines, including recruitment, champion kit, training, mentoring, & webinars.
10. Schedule, coordinate, attend and run all meetings of the WellPATH committee, and attend other meetings relating to the Program, including the JHMB meeting. Responsibilities for the WellPATH meeting include, but are not limited to, notifying interested parties, preparing agendas, reporting on agenda items, tracking open items and distributing minutes. Contractor agrees to the follow service level commitments:
  - a. WellPATH meeting agendas are to be published to the relevant committee members two (2)

business days prior to scheduled meeting.

- b. WellPATH "run the plan" action items are to be updated and published to committee professionals within five (5) business days following meeting.
11. Create and ensure timely distribution of appropriate marketing material detailing upcoming events, including but not limited to blood draws and health screenings, onsite group fitness classes, webinars, challenges and health fairs. It is understood and agreed to by the parties that Contractor will work with FUSD's communications team in the design and distribution of emails and any material sent by U.S. Mail.
12. Schedule and send qualified staff to all biometric and health screening events. At least ten (10) business days prior to the event, Contractor agrees to post notice of event at facility.
13. On a reasonable basis make available a qualified employee to speak to groups of district representatives, employees and/or retirees about WellPATH and its programs.
14. Coordinate with the Employee Benefits division with respect to the analysis of medical and prescription claims data. Interpret medical claims analysis in order to determine areas of opportunity for improved health records.
15. Develop and implement all components of a comprehensive employee wellness program with emphasis on disease management and lifestyle interventions designed to improve employee health.
16. Maintain and reconcile by line item WellPATH budget with current year-to-date spending and projected fiscal year spending to subcommittee quarterly. Work with plan professionals and subcommittee members in developing fiscal year budgets for WellPATH. It is understood and agreed that FUSD's Fiscal Services is responsible for all accounting and financial information provided to Contractor.
17. Create reports on program-by-program basis that demonstrate return on investment and general effectiveness.
18. Develop and continually monitor JHMB's overall health goals and strategies.
19. Manage relationships with all third-party vendors providing wellness program services. Ensure third-party vendors are providing services in accordance with their agreements. Maintain data on performance, participant satisfaction, compliance with protocols and other key performance metrics as directed by the subcommittee or JHMB.
20. Conduct annual strategic planning with WellPATH Committee to guide wellness programming and establish programmatic goals and objectives.
21. Identify and develop relationships with local community resources and business partners; procure sponsorship revenues to offset expenses.
22. Keep the JHMB and WellPATH fully informed on the operations of the program by:
  - a. Ensuring scheduled reports are presented on time to the correct persons.
  - b. Providing reports as requested by the subcommittee or JHMB.
  - c. Ensuring procedures are being followed.
  - d. Reporting adverse events occurring at any event or within any of the wellness programs.
23. Facilitate the printing and storage of all wellness program brochures, forms, and descriptive materials.
24. Timely distribute all participant gift cards or other participant incentives as may be deemed appropriate by the JHMB.

25. Provide, as directed by the JHMB, all information that may be required by the JHMB's attorneys, auditor, or consultant.
26. Comply with all HIPAA, PHI rules, EEOC and other related Wellness regulations.

#### **B. Performance Standards**

Contractor agrees to put at risk a certain amount of its annual administrative fees if the following service standards are not satisfied:

1. 15% year-over-year increase in the total number of employees and spouses participating in the health screening.
2. Maintain an active Wellness Champion at no fewer than one-half of the schools and facilities of the Fresno Unified School District. This performance guarantee will be deemed satisfied if, and only if, Contractor maintains at least 60 wellness champions by the last day of each Plan year.

The penalty shall be 2% of administrative fees for each of the above for a total of 4% of administrative fees per year. These penalties shall remain in force for the initial and second year of this Agreement.

#### **C. Compensation**

In consideration of services to be provided under this Agreement, District agrees to pay Contractor \$14,950.00 per month. Services not specifically set forth in Agreement may be subject to an additional fee. Contractor agrees to hold the fees for the first twelve (12) months of this Agreement. Thereafter, Contractor agrees to provide District with ninety (90) days' prior written notice in the event of Contractor's adjustment of its fees.

Contractor reserves the right to adjust administrative fees stated in this agreement when there is a material increase or decrease in the number of participants. For the purposes of this Article C "material" means a decrease or increase of 10% in the number of participants in the overall plan.

#### **D. Additional Terms**

1. Contractor shall not destroy or otherwise dispose of any Plan or JHMB records in its possession or custody after the termination of this Agreement unless possession or custody is first offered to the Client in writing.
2. Software programs written by the Contractor solely for the benefit of the District, unless otherwise agreed to by both Parties, would remain the property of the Contractor upon notice to the JHMB. District agrees to furnish such information, copies of documents and material relative to the Plan and its participants as the Contractor may reasonably request. Contractor will not be held liable for errors in keeping any records required under this Agreement, except if such errors are the result of its negligence or willful or reckless misconduct. In the event District or its employees accesses the District's records or files to perform some function District acknowledges and agrees that Contractor shall have no responsibility or liability in connection with any actions taken by District or its employees.
3. Except as in compliance with Paragraph 13 of the Agreement, Contractor will not be responsible for the cost incurred for legal fees, actuarial, consulting fees, certified public accountant fees incurred by the JHMB, or necessitated by Program operation, bonds and expenses and the cost of printing. All acts, duties, obligations and responsibilities undertaken and performed under the Administration Agreement shall in all respects be subject to all of the provisions, express or implied, of the JHMB by-laws.
4. Contractor and its affiliates will not accept commissions or any form of remuneration from any vendor doing business with the District through the JHMB. To the degree a commission or any

other remuneration is embedded in a premium or rate, Contractor will notify the JHMB in writing and reduce its monthly retainer by the amount of the commission or other remuneration. Contractor will be reimbursed for items purchased in connection with the work done within the framework of WellPATH and the wellness programs approved by the JHMB.

5. In the event there are any special assignments or unusual tasks which are not herein described or provided for, the JHMB and Contractor shall mutually agree as to the remuneration to be paid for the performance thereof. Such specific authorization by the JHMB shall be reflected in the minutes of the meetings of the JHMB.
6. Contractor shall not be reimbursed any travel related expenses arising from Contractor's performance of their duties under this Agreement.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Equifax Credit Monitoring**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Equifax Credit Monitoring to provide identity theft and credit monitoring services to all active employees and their dependents.

The district currently offers credit monitoring services through Kroll which is only for those employees who have been part of a data breach and who have actively requested a license. Currently, the district pays \$1.49 per month per license. Partnering with Equifax with their ID Watchdog Plus plan allows the district to provide coverage to all active employees and their dependents.

Services will include credit services to monitor all credit reports, the ability to lock credit, and to have access to credit reports and scores. Coverage will include identity and financial monitoring, allowing for data breaches and dark web monitoring. Additionally, advanced tools such as social media and sex offender monitoring will be included in the coverage. Full resolution, insurance, and support are included with fully managed resolution services, identity theft insurance, and resolution for pre-existing breaches.

Equifax is an industry leader in identity theft protection that offers 24/7/365 customer service, a mobile app, and secure chat, which is easily accessible. The monitoring services agreement will begin July 01, 2023, through June 30, 2026, for a three-year contract. Identity monitoring services will cost \$1.15 per employee per month, with an estimated annual cost of \$117,000. The rate has been locked in for all three years.

**FINANCIAL SUMMARY:** Sufficient funds for the annual estimated cost of \$117,000 are available in the Liability Internal Service Fund.

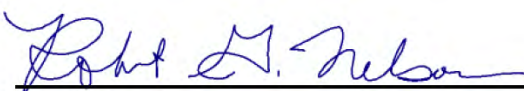
PREPARED BY: Steven Shubin,  
Deputy Executive

DIVISION: Business and Financial Services  
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,  
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

## Vendor Number

ID Watchdog c/o Equifax Credit Monitoring 11432 Lackland Road St. Louis, MO, 63146

## Vendor Name

## Address

## Phone Number

## Vendor Contact

From: 7/1/2023

Through: 6/30/2026

## Term (Duration)

FUSD Contract Administrator:

Steven Shubin

Benefits Department

(559) 457-3539

## Name

## Site/ Dept

## Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 680-0851-0880-0000-6000-5899

Annual Cost \$ 117,000.00 (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:

Equifax Credit Monitoring to provide identity theft and credit monitoring services to all active employees and their dependents.

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

Date Item is to appear on Board of Education Agenda: 06/21/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

  
Patrick Jensen (Jun 12, 2023 12:58 PDT)

Jun 12, 2023

Signed

Date

Reviewed & approved by Risk Management

  
Signed

6/12/2023

Date

Reviewed & approved by Department Head

  
Signed

06/12/2023

Date

Please return signed agreement back to (name/email): Christina Everitt Christina.Everitt@fre



**ID WATCHDOG  
IDENTITY THEFT PROTECTION SERVICE BENEFIT AGREEMENT**

This IDENTITY THEFT PROTECTION SERVICE BENEFIT AGREEMENT (this "Agreement") is entered into by and between Identity Rehab Corporation, a Colorado corporation dba ID Watchdog ("ID Watchdog"); with its principal place of business at 717 17<sup>th</sup> St, Suite 2700, Denver CO 80202 and Fresno Unified School District (the "Employer"), with its principal place of business at 2309 Tulare Street, Fresno, CA 93721, as of April 27, 2023 (the "Effective Date"). ID Watchdog and Employer are each referred to individually herein as a "Party" and collectively as the "Parties".

Employer wishes to offer the ID Watchdog identity theft protection service plans listed on Exhibit A (the "Service") to Employer's employees (each an "Employee") and their eligible dependents (each, an "Eligible Enrollee") ("Employer's Plans").

This Agreement includes the terms and conditions under which Employer agrees to enable ID Watchdog and its affiliates to offer the Service to Eligible Enrollees and under which ID Watchdog will make the Service available to those Eligible Enrollees.

In consideration of the promises in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be bound by the following terms and conditions:

**1. SERVICE OFFERING.** Subject to the terms of this Agreement: (1) Employer agrees to offer the Service to Eligible Enrollees; and (2) ID Watchdog agrees to provide the Service to Eligible Enrollees, as available. The Parties agree that the Service will be operational on or before July 1, 2023 (the "Commencement Date").

**2. EMPLOYER OBLIGATIONS; ACCOUNT SET UP AND SECURITY.**

**2.1** Employer agrees to establish an account with ID Watchdog ("Account") to enable ID Watchdog to offer the Service to Eligible Enrollees. Prior to the Commencement Date and updated on a monthly basis thereafter, Employer agrees to provide current and accurate information regarding Eligible Enrollees necessary for ID Watchdog to establish the Account (the "Enrollment File"). Employer acknowledges that the ability of ID Watchdog to provide the Services is dependent upon receipt of such current accurate information from Employer. Employer agrees to update such information as necessary to maintain the accuracy of all such information during the Term. Employer will notify ID Watchdog promptly of any unauthorized use or other breach of security, or suspected unauthorized use or breach of security, of the Account.

**2.2** If Employer has engaged a third-party consultant to provide services in connection with Employer's Plans ("Broker"), Employer hereby authorizes ID Watchdog to provide Broker, acting as an agent on Employer's behalf, with access to the Account and the information regarding Eligible Enrollees that Employer has provided to ID Watchdog in connection with the Agreement ("Employer Information"). Employer hereby (i) unconditionally releases and agrees to hold ID Watchdog harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to broker's use of the Employer Information; (ii) covenants it will not assert any claim or cause of action of any kind or nature against ID Watchdog in connection with Broker's use of such Employer Information; and (iii) agrees it shall remain responsible for all work performed by Broker as Employer's agent.

**3. PROVISION OF THE SERVICE.** After receipt of the Enrollment File, ID Watchdog will provide Employer with a Uniform Resource Locator ("URL") that is capable of hyperlinking to a website owned, managed, operated and maintained by ID Watchdog through which Eligible Enrollees may gain and maintain access to the Service. Those Eligible Enrollees who follow the instructions, agree to ID Watchdog's then-current terms and conditions for the Service which are located at <https://www.idwatchdog.com/terms> (as updated from time to time, the "Service Terms"), pass the authentication process, and enroll in the Service (the "Recipients") will receive the Service until the earlier of: (i) Recipient initiated account cancellation in accordance with the Service Terms; (ii) ID Watchdog initiated account cancellation in accordance with the Service Terms; or (iii) termination of the Agreement. ID Watchdog's sole obligation to provide the Service to each Recipient will be as set forth in the Service Terms entered into between ID Watchdog and such Recipient. To the extent applicable, Employer is solely responsible for updating the Recipient's payroll and withholding to reflect any cancellation.

**3.1 Recipient Cancellation.** Any Recipient may request to cancel the Service at any time subject to the Service Terms. Subject to the Service Terms, cancellation requests will be effective on the first day of the month following the month in which the cancellation request was received by ID Watchdog from Employer whereby the Enrollment File is the official record. To the extent applicable, Employer is solely responsible for updating the Recipient's payroll and withholding to reflect any cancellation of the Service.

**4. CONFIDENTIALITY.** The parties agree that the following will be treated as "Confidential Information": (i) Personal Information which is disclosed in connection with the Services provided by ID Watchdog pursuant to the Agreement; (ii) all information provided by ID Watchdog to Employer pertaining to the Services; and (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. For the purposes of

this Agreement, "Personal Information" consists of personally identifiable information (a) protected by privacy regulations in the United States applicable to ID Watchdog's provision of Services under the Agreement and b) disclosed to ID Watchdog in connection with the Services provided pursuant to the Agreement including, but not limited to, customer names, addresses, phone numbers, bank and credit card account numbers, income and credit histories, and social security numbers. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to ID Watchdog, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. Notwithstanding the foregoing, ID Watchdog acknowledges that Employer may be subject to a request under the California Public Records Act (the "Act"). If Employer is compelled to disclose any Confidential Information under the Act, Employer will provide ID Watchdog with prompt written notice so that ID Watchdog may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Employer must comply with the request and if such date is not extended, Employer will furnish only that portion of the Confidential Information it reasonably believes is legally required to furnish.

Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

This Section 4 shall survive the termination of the Agreement.

## **5. TERM AND TERMINATION.**

**5.1 Term.** The initial term of this Agreement will begin on the Effective Date and will continue for three (3) years following the Commencement Date (the "Initial Term"), unless terminated as set forth herein. Thereafter, it may be renewed for additional one (1) year periods (each a "Renewal Term") unless either Party provides the other Party with at least sixty (60) days' prior written notice of termination before the end of the then-current term. The Initial Term and any Renewal Term are referred to in this Agreement as the "Term."

**5.2 Termination.** Either Party may terminate this Agreement (i) in the event of a material breach by the other Party of this Agreement that remains uncured thirty (30) days after the breaching Party's receipt of notice of the breach; (ii) if the continued provision of all or any portion of the Service becomes impossible, impractical, or undesirable due to a change in applicable law, an ID Watchdog policy with respect to data security or consumer privacy, or maintenance of products and services with current industry standards, or a third party data source restriction, loss, or interruption; or (iii) in the event the other Party becomes insolvent or is the subject of any bankruptcy proceedings. Without limiting any right to terminate this Agreement, ID Watchdog may suspend access to the Service by any Recipient if Employer fails to remit payment of any Fees for that Recipient.

Notwithstanding anything to the contrary in this Agreement and in addition to ID Watchdog's termination right above, if the continued provision of all or any portion of the Service becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by ID Watchdog in its reasonable judgment, or due to circumstances imposed by ID Watchdog's third party vendors or data sources, or due to a change in ID Watchdog's policies relating to compliance with law and/or data security, ID Watchdog may either (a) cease to provide the affected Services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected Service when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by ID Watchdog in complying with the applicable laws or regulations or circumstances imposed by third party vendors and will become effective on the date specified in such notice unless Employer objects in writing, in which case ID Watchdog may exercise its rights under clause (a) above. ID Watchdog will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances. Termination or expiration of this Agreement shall not preclude either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination or expiration relieve Employer's obligation to pay all fees that have accrued or are otherwise owed by Employer to ID Watchdog under this Agreement.

**5.3 Effect of Termination.** In the event of a termination of this Agreement, Employer shall immediately, but not later than thirty (30) calendar days following the date of termination, pay ID Watchdog all Fees and any other amounts due under this Agreement for the Service being provided to Recipients as of the date of termination, provided that ID Watchdog has the option to connect with the Employer's employees after cancellation to continue the coverage with any identity theft protection vendor. The Fees due will include the full Fees for the month in which such termination occurs. Employer acknowledges that upon expiration or termination of this Agreement for any reason or in the event a Recipient has an open case/file related to identity theft at the time of termination or in the event the Employer chooses to cease providing this Service on behalf of all Recipients or Employer cancels the Service and does not move to another vendor to provide these Services, ID Watchdog may contact each Recipient and offer the opportunity for the Recipient to continue to receive the Service subject to a Recipient agreeing to pay ID Watchdog for all Fees associated with the continued receipt of the Service. ID Watchdog will send a one time email post cancellation offering the direct pay option to Recipients.

**6. ID WATCHDOG OBLIGATIONS.** ID Watchdog agrees that the Service will be provided in compliance with applicable laws and regulations, including any applicable privacy laws. THE SERVICE PROVIDED TO ANY RECIPIENT UNDER THE SERVICE TERMS IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ID WATCHDOG DOES NOT MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE OF SERVICE OR ANY OTHER ID WATCHDOG SERVICES.

**7. ID WATCHDOG SECURITY.** ID Watchdog has in place and maintains appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer; and (iv) dispose of Confidential Information in a secure manner.

## **8. BRANDING.**

**8.1 Employer Marks.** The Service offered to Eligible Enrollees will be branded with Employer trademarks as may be directed by Employer. During the Term, Employer hereby grants ID Watchdog a limited, non-exclusive, right and license to use those trademarks, service marks, trade names and other identifiers of Employer ("Employer Marks") solely in connection with offering the Service to Eligible Enrollees and providing the Service to Recipients. All such use of the Employer Marks will be subject to the review and approval of Employer and to any additional guidelines for the use of the Employer Marks provided to ID Watchdog by Employer. ID Watchdog agrees that the Employer Marks are and will remain the sole property of Employer and that all use of any of the Employer Marks and all goodwill developed therein and therefrom will inure solely to the benefit of Employer.

**8.2 ID Watchdog Marks.** During the Term, ID Watchdog hereby grants Employer a limited, non-exclusive, right and license to use existing and future trademarks, service marks, and trade names of ID Watchdog and its affiliates ("ID Watchdog Marks") solely for the purpose of attributing the source of the Service. All such use of the ID Watchdog Marks will be subject to the review and approval of ID Watchdog and to any additional guidelines for the use of the ID Watchdog Marks provided to Employer by ID Watchdog. Employer agrees that the ID Watchdog Marks are and will remain the sole property of ID Watchdog and that all use of any of the ID Watchdog Marks and all goodwill developed therein and therefrom will inure solely to the benefit of ID Watchdog.

This Section 8 shall survive the termination of the Agreement.

## **9. INDEMNIFICATION.**

**9.1** Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to Claims resulting from a security breach as defined by applicable law, (ii) infringement on the United States intellectual property rights of third parties, (iii) intentional wrongful act or omission, willful misconduct, and/or (iv) breach of Employer obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability.

**9.2** IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF: 1) THE TOTAL FEES PAID BY EMPLOYER DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR 2) ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 9.1.

**9.3** ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. PROMOTIONAL MATERIALS.** Employer will not use any advertising, marketing and promotional materials that describe the Service other than those materials created or approved by ID Watchdog ("**Promotional Materials**"). All Promotional Materials shall properly identify the Service, shall properly utilize the ID Watchdog Marks in a manner consistent with Section 7.2 above, shall comply with any marketing requirements and guidelines provided by ID Watchdog from time to time during the Term, and shall be pre-approved in writing by ID Watchdog. Each Party will comply with all applicable federal, state and local laws, ordinances, regulations and administrative orders that are applicable to its performance under the Agreement, which may include, without limitation, the applicable provisions of the Equal Credit Opportunity Act, Unfair, Deceptive, or Abusive Acts or Practices provisions of Title X of the Dodd-Frank Act, the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) and the rules, regulations and pronouncements promulgated by the Federal Trade Commission (FTC), the Consumer Financial Protection Bureau (CFPB) or any similar federal or state agency.

**11. NOTICE.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Employer:	To ID Watchdog:
Fresno Unified School District	ID Watchdog c/o Equifax Workforce Solutions, LLC
2309 Tulare Street	11432 Lackland Road
Fresno, CA 93721	St. Louis, MO 63146
Attn:	Attn: President

**12. WAIVER OF JURY TRIAL.** Each party agrees to waive and hereby waives the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to this Agreement or the Services.

**13. MISCELLANEOUS.**

**13.1 Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof.

**13.2 Severability.** If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall remain in full force and effect.

**13.3 Waiver.** The failure of a Party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to any other or later breach. No waiver of any right or remedy available to a Party under this Agreement, at law, or in equity shall be effective unless signed in writing by the waiving Party.

**13.4 Assignment/Modification.** Employer shall not transfer, assign or otherwise dispose of (through operation of law or otherwise) any of its rights or obligations under this Agreement to any other person or entity, without the express written consent of ID Watchdog. ID Watchdog may assign this Agreement (and any corresponding schedules or attachments) to its affiliates, successors, or assigns, whether by way of business reorganization/reassignment, merger, sale of equity or assets, or otherwise, without the consent of Employer. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective affiliates, successors, and assigns in accordance with this Section 13.4.

**13.5 Independent Contractors; No Agency; No Third Party Beneficiaries.** Each Party is an independent contractor. Neither Party has any authority to bind or commit the other, nor is either Party authorized to make any representation, contract, or commitment on behalf of the other Party. This Agreement shall not be construed as creating an employer-employee relationship, partnership, joint venture or agency relationship or as granting a

franchise No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party to this Agreement, including, without limitation, any Eligible Enrollee or Recipient.

**13.6 Counterparts.** This Agreement may be executed in counterparts, duplicate originals, electronically, scan, or facsimile versions, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

**13.7 Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control. Notwithstanding the above language, the Employer (District) reserves the right to assert the legal concept of impossibility of performance related to its obligations under this agreement, including, but not limited to, payment.

**13.8 Right to Modify.** ID Watchdog reserves the right to modify the Service from time to time. If ID Watchdog reasonably believes that the modification to the Service Description Overview may materially degrade the Service, then (1) ID Watchdog shall provide to the Employer reasonable notice of the change, and (2) Employer may terminate the Service by providing thirty (30) days written notice to ID Watchdog in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from Employer, unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute Employer's agreement to the modification of the Service Description Overview.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed and delivered this Agreement effective as of the Effective Date.

**ID WATCHDOG**  
**Identity Rehab Corporation**

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

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

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

Date: \_\_\_\_\_

**EMPLOYER**  
**Fresno Unified School District**

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

Print Name: Patrick Jensen

Print Title: Interim Chief Financial Officer

Date: \_\_\_\_\_

Approved As To Form



6/12/2023

**Exhibit A  
SERVICE AND FEES**

**I. Service Description Overview.**

The Service includes ID Watchdog identity monitoring and alerts, credit reports and scores; dark web monitoring, identity theft resolution services from certified specialists; 24/7/365 customer service center; identity theft reimbursement, and opt-in features such as financial and social account monitoring.

- **ID Watchdog Essentials Plan** - includes credit report lock, credit fraud alerts, and 1-bureau credit monitoring, credit reports & scores, and up to \$1,000,000 identity theft reimbursement.
- **ID Watchdog Platinum Plus Plan** - includes multi-bureau credit lock, subprime loan block, credit fraud alerts, 3-bureau credit monitoring, credit reports & scores, and digital identity protection features, up to \$2,000,000 identity theft reimbursement, and up to \$1,000,000 stolen funds reimbursement for 401k/HSA accounts.
- **ID Watchdog Ultimate Plan** - includes multi-bureau credit lock, subprime loan block, credit fraud alerts, 3-bureau credit monitoring, credit reports & scores, and digital identity protection features, discount legal care, up to \$5,000,000 identity theft reimbursement, and up to \$1,000,000 stolen funds reimbursement for 401k/HSA accounts.
- **ID Watchdog Plus Plan** - includes Equifax credit report lock, 1-bureau credit monitoring, dark web monitoring, and up to \$1,000,000 identity theft reimbursement.
- **ID Watchdog 1B Plan** - includes Equifax credit report lock, 1-bureau credit monitoring, credit reports & scores, dark web monitoring, and up to \$2,000,000 identity theft reimbursement.
- **ID Watchdog 1B3 Plan** - includes Equifax credit report lock, 3-bureau credit monitoring, 1-bureau credit reports & scores, up to \$1,000,000 identity theft reimbursement, dark web monitoring, and up to \$2,000,000 identity theft reimbursement.
- **ID Watchdog Platinum Plan** - includes multi-bureau credit lock, subprime loan block, credit fraud alerts, 3-bureau credit monitoring, credit reports & scores, up to \$2,000,000 identity theft reimbursement, and up to \$1,000,000 stolen funds reimbursement for 401k/HSA accounts.

**II. Service Fees Per Eligible Enrollee for Each Month of Service.**

Description of Plan	Employer Paid Individual Fees	Employer Paid Family Fees
ID Watchdog Essentials Family Plan.	N/A	\$1.15

**III. Fees and Payment.**

**1.0 Fees.** The fees payable for the Service provided by ID Watchdog are initially as set forth in this **Exhibit A ("Fees")** and are fixed for the Initial Term. Thereafter, the fees in this **Exhibit A** may be increased by ID Watchdog upon at least sixty (60) days prior written notice to Employer before the end of the then current Term.

**2.0 Payment.** Each month, Employer will pay ID Watchdog the Fee Per Eligible Enrollee listed on **Exhibit A** for each Eligible Enrollee listed in the Enrollment File, regardless of the number of Eligible Enrollees that activate the Service. Upon receipt of each Enrollment File, ID Watchdog (or a designated third party) will invoice Employer for all applicable Fees (the "Invoice Amount"). Employer will pay ID Watchdog all Invoiced Amounts within twenty (20) days of the date of the invoice. Until paid in full, all amounts past due will bear an additional charge of the lesser of (a) one and one-half percent (1.5%) per month, or (b) the maximum amount permitted under applicable law. ID Watchdog reserves the right to issue any corrected or supplemental invoice as needed to account for any Recipients receiving the Service during any month.

**3.0 Taxes.** All Fees are exclusive of any taxes, fees, duties, and other charges imposed on the Service or the Fees. Employer will pay all such taxes, fees, duties, other charges and other amounts (exclusive of taxes based on ID Watchdog's net income) and any related penalties and interest that may be imposed as a result of any failure to pay any such amounts.

**4.0 Expenses.** Each Party will pay all of its own costs and expenses under this Agreement.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Legal Services Agreements for 2023/24**

**ITEM DESCRIPTION:** Included in the Board binders is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2023/24 fiscal year. The list includes the firm name, location, and the 2022/23 and 2023/24 attorney hourly rate(s). Representation agreements with all firms are available for review upon request from the office of the Chief Financial Officer.

The district seeks legal advice and representation in the areas of labor relations, personnel, magnet and charter schools, risk management, workers' compensation, special education, facilities, fiscal governance, purchasing and contracting, and general legal services. Although the district does not regularly utilize the services of all the firms, they are on the list based on their expertise, which may be required in the future, or because they requested to be.

Approval of the representative agreements will allow the district to continue to utilize the services on an as-needed basis to support programs and operations.

**FINANCIAL SUMMARY:** Sufficient funds are available in the 2023/24 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund.

**PREPARED BY:** Patrick Jensen,  
Interim Chief Financial Officer

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

Fresno Unified School District  
2022/23 Approved Legal Firms  
June 21, 2023, A-16

	Legal Firm Name	Location	Speciality	2022/23 Rates	2023/24 Rates
1	Abbott & Kindermann	Sacramento	Land Use/Real Estate	\$142.50 - \$342	\$142.50 - \$356.25
2	Albert & Mackenzie	Fresno	Workers' Compensation	\$135 - \$170	\$135 - \$170
3	Atkinson, Andelson, Loya, Ruud & Romo	Frenso	Full-Service	\$285 - \$335	\$295 - \$340
4	Bradford & Barthel, LLP	Fresno	Workers' Compensation	\$152 - \$171	\$195
5	Bruce J. Berger Law Firm, Inc.	Clovis	General/Defense	\$185-\$200	\$185 - \$215
6	Maree Sneed DBA Education Lawyer, LLC	Potomac, Maryland	Education Law	\$400	\$400
7	Fagen, Friedman & Fulfroost	Fresno	Human Resources	\$245 - \$255	\$245 - \$280
8	Fresno County Superintendent of Schools	Fresno	General Legal	\$150	\$150
9	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	\$175 - \$190	\$175-\$190
10	Hatmaker Law Group	Fresno	Charter Schools	\$185 - \$300	\$185 - \$300
11	Ice Miller	Indianapolis, IN	Payroll Law	\$328.50 - \$625.50	\$427.50 - \$679.50
12	Klein, Hockel, Iezza & Patel P.C.	San Francisco	Health	\$365 - \$415	\$420 - \$470
13	Lang, Richert & Patch	Fresno	Special Education/ Facilities/General Legal	\$175 - \$290	\$175 - \$290
14	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	\$150 - \$170	\$155 - \$175
15	Law Office of Jane Woodcock	Fresno	Workers' Compensation	\$135 - \$175	\$150 - \$200
16	Law Office of Rick Jensen	Fresno	Defense/Subrogation	\$135	\$135
17	Lozano Smith	Fresno	Full-Service Education	\$215 - \$400	\$215 - \$400
18	McCormick Barstow LLP	Fresno	Full-Service	\$195 - \$400	\$210 - \$335
19	Montoy Law Corporation	Fresno	Public Law	\$295	\$295
20	Mullen & Filippi	Fresno	Workers' Compensation	\$165 - \$170	\$175 - \$180
21	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	\$450 - \$685	\$660 - \$710
22	Nossaman LLP	San Francisco	Full-Service	N/A	\$485 - \$750
23	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	\$265 - \$305	\$273 - \$314
24	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	\$225 - \$356	\$225 - \$356
25	Wilkins, Drolshagen & Czeshinski, LLP	Fresno	General Litigation Defense	\$165 - \$180	\$175 - \$190
26	Yruegui & Roberts	Fresno	Workers' Compensation	\$152	\$152



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Agreement between Fresno Unified School District and Facilitron for Utilization of Online Platform for the Management and Rental of District Facilities

**ITEM DESCRIPTION:** Included in the Board binders is the Facilitron Storefront Agreement for Online Facilities Rental to utilize their website for the management and use of district facilities, by both internal and external groups.

This hosted website will replace the district's current facility use system (Brightly, formerly SchoolDude), with a much advanced system. This cloud based platform will help to greatly improve safety and security while eliminating schedule conflicts and reducing liability by ensuring proper insurance coverage by outside groups. The system will be accessed by both internal and external users and will apply equitable, consistent policies to all users.

Included in the Facilitron agreement is an annual Real-Data Cost Analysis which compares the actual costs to operate the facilities with the actual fees charged to groups. This data will allow for annual cost-gap comparison for each facility. Fresno Unified School District will pay a 10% commission fee of the total facility use amount per transaction. The 10% commission fee is built into the Facility Use Rate. There is no charge for setup, and there is no fee for groups that use Fresno Unified facilities free of charge.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$28,000 for the estimated 10% commission fee are available in the Civic Center Fund..

**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 Contract Routing Form

Completed independent contract agreement must be attached

Facilitron, Inc.

Vendor Name

800-272-2962

Phone Number

From: 6/22/2023

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Name

PO Box 1935, Los Gatos, CA 95031-1935

Address

Mike Kapul

Vendor Contact

Through: 6/21/2024

thereafter month to month

Operational Services

457-3074

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0750-0905-8650 (Civic Center revenue)

Annual Cost \$ 0.00

(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:

Utilization of Facilitron Storefront online facilities rental website for the management and use of district facilities by both internal and external groups. Included in the Facilitron agreement is an annual real-data cost analysis which compares the actual costs to operate the facilities with the actual fees charged to groups. This data will allow for annual cost-gap comparison for each facility.

\* The annual out of pocket cost is 0. FUSD will pay a 10% commission fee of the total facility use amount per transaction which will be deducted from the amount collected by Facilitron on a monthly basis.

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: 06/21/23

(Contracts of \$15,000.00 or more)

Will this contract be submitted with Bundled Contracts? No

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:

Deana Clayton

Name

Facilities Management and Planning

Department



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 030-0750-0905-8650 (Civic Center revenue)

District Contact Person: Alex Belanger

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Facilitron, Inc.

Contractor's Contact Person: Mike Kapul

Contractor's Title: President

Contractor's Telephone  
Number: 800-272-2962

Contractor's E-mail: mike@facilitron.com

Contractor's Address: PO Box 1935, Los Gatos, CA 95031-1935

This Independent Contractor Services Agreement is made and entered into effective 6/22/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), Facilitron, Inc.

1. Contractor Services. Contractor agrees to provide

Utilization of Facilitron Storefront online facilities rental website for the management and use of district facilities by both internal and external groups. Included in the Facilitron agreement is an annual real-data cost analysis which compares the actual costs to operate the facilities with the actual fees charged to groups. This data will allow for annual cost-gap comparison for each facility.

The annual out of pocket cost is 0. FUSD will pay a 10% commission fee of the total facility use amount per transaction which will be deducted from the amount collected by Facilitron on a monthly basis.

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 6/22/2023 , and shall terminate on 6/21/2024 . 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 see below per , Not to exceed \$ 0.00 . Checks ~~will be made payable to Facilitron, Inc.~~ . 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. FUSD will pay a 10% commission fee of the total facility use amount to be deducted from amount collected by Facilitron monthly.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here MK

a Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.

b Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.

c Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d Supplies \$ 0.00 As negotiated with school/department contracting for service.

e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 0.00

f Other \$ 0.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

9. 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 MK 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 MK 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:

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

Contractor: Facilitron, Inc.

Name: Mike Kapul

Address:

PO Box 1935  
Los Gatos, CA 95031-1935

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

**CONTRACTOR**

Facilitron, Inc.

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

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

\_\_\_\_\_  
*Mike Kapul*, Title: President

\_\_\_\_\_  
May 23, 2023

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

Approved As To Form:

\_\_\_\_\_  
*Shorey A. S.*  
*Risk Management or Purchasing*

\_\_\_\_\_  
5/25/2023  
*Date*

**Fresno Unified School District and Facilitron, Inc.  
Online Facilities Rental Storefront Agreement**

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of June 22, 2023 (the "Effective Date"), by and between Fresno Unified School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

**W I T N E S S E T H**

A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**A G R E E M E N T**

1. Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

(a) **"Company Site"** shall mean the Company's website maintained at [www.facilitron.com](http://www.facilitron.com) and any successor or supplemental locations.

(b) **"Client Site"** shall mean Client's website maintained at: [www.fresnounified.org](http://www.fresnounified.org) and any successor or supplemental locations.

(c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities.

(d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.

(e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users ([www.facilitron.com/fusd93721](http://www.facilitron.com/fusd93721) and any successor or supplemental locations).

(f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.

(g) **"Transaction"** as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

reservation is made that includes twenty (20) uses of a Client Facility, the "Transaction" will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client's payment.**

Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functionable and usable, (c) providing PCI compliant payment processing, (d) providing account management and customer service personnel as are reasonably necessary to perform, maintain and manage the Services, (e) coordinating all administrative functions associated with the Services, and (f) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks: Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by

virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company shall comply with SOPIPA and California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that the Confidential Information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by

law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) **Duty to Hold in Confidence.** Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) **Permitted Disclosures.** To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted by law or in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) **Obligation to Return Confidential Information.** Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

#### 9. Representations and Warranties.

(a) **Client Representations and Warranties.** Client represents and warrants to the Company as of the Effective Date that:

(i) **Authority.** Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) **No Conflicts.** The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other

agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the

non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.



(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client: Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721  
Attn:  
Telephone: (559) 457-3000

If to the Company: Chief Executive Officer  
Facilitron, Inc.  
PO Box 1935  
Los Gatos, CA 95031-1935  
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Fresno County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"

Fresno Unified School District

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

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Date: \_\_\_\_\_

"COMPANY"

Facilitron, Inc.

By: 

Name: Mike Kapul

Title: President

Date: May 18, 2023

Approved As To Form



5/25/2023

Stacey Sandoval, Executive Director  
Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Annual Agreements for the 2023/24 School Year**

**ITEM DESCRIPTION:** Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include the following categories:

- Leadership Development
- Opportunities to promote arts, activities, and athletics
- Targeted Assistance:
  - Student Achievement Outcomes
  - Social Emotional Supports
- Teacher Development
- Technology

This item includes all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item.

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from acting 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.

Copies of the individual agreements are available upon request. Agreements will commence after Board approval and will end no later than June 30, 2024.

**FINANCIAL SUMMARY:** Sufficient funds have been budgeted in the 2023/24 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

PREPARED BY: Ashlee Chiarito,  
Executive Officer

DIVISION: Business and Financial Services  
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,  
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:



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	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
1	Achieve3000, Inc.	Corporation	Kalie Isom	Kali Isom-Moore	Natasha Baker	N	Jackson ES	8/1/23-6/30/24	Achieve3000, a McGraw Hill company, delivers a comprehensive learning platform that significantly accelerates and deepens learning in literacy, math, science, social studies, and ELA. Using personalized and differentiated solutions, Achieve3000 enables educators to help all students achieve accelerated growth. For more than five million students in grades PreK-12, Achieve3000 improves high-stakes test performance and drives college and career readiness. including 2 days of professional development for teacher in the amount of 90 minutes each.	LCFF Supplemental and Concentration	\$ 20,955
2	Advanced Workplace Strategies, Inc.	Corporation	David Chavez	Stacey Sandoval	David Chavez	N	Human Resources	7/1/23-6/30/24	AWSI agrees to provide DOT testing for Fresno Unified Employees.	Human Resources/Labor relations	\$ 18,000
3	Alboun And Associates LLC	LLC	Zuleica Murillo	Zuleica Murillo	Nikki Henry	N	Translation And Interpretation Services	7/3/23-6/28/24	Contractor will provide on-demand audio/video interpretation and written translation.	Translation Services	\$ 60,000
4	AMN Allied Services, LLC	Sole Proprietor	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Speech and Language Therapy services to include direct, collaborative, and compensatory services, reports, goal development, service documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meetings. The vendor will not solicit services directly. Special education staff will be solely responsible for referring parents/students to the vendor. SLP \$73.00 to \$100 an hour (depending on SLP experience and licensing) for up to 45 SLPs for a total of 180 eight-hour days each. SLPs are to work within the 8 hour day.	Special Education	\$ 6,783,750
5	Andrea Davis DBA: Signature Solutions	Sole Proprietor	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will provide design services for the Foundation for Fresno Unified Schools.	External Partnership	\$ 109,000
6	Arbinger Institute, LLC	LLC Filing as Partner	Natasha Baker	Natasha Baker	Natasha Baker	N	Chief Academic Office	7/6/23-7/7/23	Provide a facilitator for two days of professional learning and materials for leaders within the Instructional Division.	Targeted Improvement Actions	\$ 24,854
7	Aspire Speech and Learning Center	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	To provide speech language independent educational evaluations (IEE) full team assessment when needed for FUSD students, including report and subsequent meetings.	Special Educaiton	\$ 40,000
8	Baayan Bakari DBA: Khepera Curriculum Group LLC	LLC Filing as Corp	Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	7/1/23-6/28/24	Provide unlimited access for FUSD middle schools and selected elementary schools to the complete suite of Ethnic Studies Curriculum called We Are All Contributors.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 100,000
9	Bethesda Apostolic Church	Church/Religious Org	Lisa Mitchell	Misty Her	Misty Her	N	African American Academic Acceleration	8/1/23-6/30/24	Lease agreement for A4 Academic Center	African American Student Academic Accelaration	\$ 16,500
10	BICC Central California Inc.	Non-Profit 501(c)3	Tumani Heights/Rita Baharian	Rita Baharian	Natasha Baker	N	Prevention and Intervention	8/14/23-6/30/24	Board Certified Behavior Analysts (BCBA) to provide direct support to students identified as foster/homeless, PS-8th grade, who are identified needing intensive Tier III behavior supports.	American Rescue Plan - Homeless Children and Youth II (ARP)	\$ 227,000
11	BNP Ventures LLC DBA: Parkes Philanthropy	LLC Filing as Prop	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will conduct a feasibility study for Baby Bonds within Fresno Unified School District.	External Partnership	\$ 36,000
12	BNP Ventures LLC DBA: Parkes Philanthropy	LLC Filing as Prop	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will assist with training and leadership support to the Foundation for Fresno Unified Schools.	External Partnership	\$ 59,280
13	Brandon Brown DBA: School Yard Rap	Sole Proprietor	Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	7/1/23-6/28/24	In partnership with AAPU and CIPL contract, with School Yard Rap to provide site performances to ensure all students are engaged and educated in African American and Latinx History. Includes: 20 site performances, 1,000 tickets to Our Black History Musical	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 100,000
14	Brooke Weir	Individual	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide services as an inclusion specialist for the 2023/24 school year in support of student IEPs.	Special Educaiton	\$ 15,000
15	Caeton Enterprises	Individual	Stacey Sandoval	Stacey Sandoval	Patrick Jensen	N	Benefits & Risk Management	7/1/23-6/30/24	The services provided are related to claim/litigation management support.	Liability/Property ISF	\$ 84,600
16	Cal State TEACH	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	Cal State TEACH Liaison- Active participant in planning, implementation, program and operational meetings beyond the Leadership Committee with the Fresno Teacher Residency Program.	Transition to Teaching	\$ 24,000
17	California Child Care Resources & Referral Network	Other	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	The Network's expertise with local R&Rs, who work directly with Family Child Care & Family, Friend, and Neighbor providers statewide, will support Language Learning Project's ongoing work.	Dual Language Learners Professional Development Grant	\$ 300,000
18	California Department of Education	State Government	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	Contract for the operation of the California State Preschool Programs 2023-2024. The final Local Agreement for Child Development Services from the California Department of Education will follow.	Child Development: California State Preschool Program (CSPP)	\$ 20,610,204
19	California Department of Education - Child Development	State Government	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	Contract for Prekindergarten Family Literacy Program 2023-2024. The final Local Agreement for Child Development Services from the California Department of Education will follow.	CD:Federal General (CCTR) and State Preschool (CSPP)	\$ 40,000

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
20	California Department of Social Services-Child Development		Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/28/24	Contract for the operation of General Child Care and Development Programs 2023-2024. The final Local Agreement for Child Development Services from the California Department of Social Services will follow.	CD:Federal General (CCTR) and State Preschool (CSPP)	\$ 2,702,080
21	California Dept of Education	State Government	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	Contract for General Child and Development Programs 2023-2024. The final Local Agreement for Child Development Services from the California Department of Social Services will follow.	CD:Federal General (CCTR) and State Preschool (CSPP)	\$ 2,707,080
22	California Education Partners DBA CORE Districts	Other	Kristi Imberi-Olivares	Kristi Imberi-Olivares	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	Guiding improvement work and building capability at the district and school site level.	Technology School Support	\$ 235,000
23	California Teaching Fellows Foundation	Other	Jeremy Ward/Connie Cha	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	7/1/23-6/30/24	California Teaching Fellows Foundation (CTFF) will provide up to 493 trained staff to work with Fresno Unified School District (FUSD) elementary After and Before School Programs.	Expanded Learning Opportunities Program	\$ 13,875,000
24	California Teaching Fellows Foundation	Other	Rodney Branch	Yolanda Jimenez Ruiz	Yolanda Jimenez Ruiz	N	Cesar Chavez Adult School	8/15/23-6/6/24	4 Teaching Fellows for 2 hours per day Tuesday an Thursday, 76 days. 4 Teaching Fellows for 2 hours per day Monday and Wednesday, 67 days. 4 Teaching Fellows for 3 hours per day Tuesday and Thursday, 76 days. 2 Teaching Fellows for 3 hour per day Monday and Wednesday, 67 days. No PD hours since these positions are filled with dual placed staff. If placement are not filled with dual placement quote will need to be updated to include PD hours and cost.	Targeted Improvement Actions	\$ 65,383
25	California Teaching Fellows Foundation	Other	Ashlee Chiarito	Matt Ward	Patrick Jensen	N	State and Federal Programs	7/1/23-6/30/24	This is a district-wide master agreement for tutoring services. Additional school sites may be interested in adding these services if funding bemoes available.	Various Site Budgets	\$ 5,352,721
26	CALSA	Corporation	Julie Severns	Ed Gomes	Natasha Baker	N	Instructional Division	7/1/23-6/30-24	Four in person sessions to fifty LatinX site leaders in September, November, January, and April. Content will focus on the identification of a shared problem of practice.	IASA: Title I Basic Grants Low	\$ 20,000
27	Calvin Crest Camp		Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Calvin Crest will provide FUSD sixth grade students with an overnight outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, while developing leadership skills and positive relations between students, staff and chaperones.	Trips and Transitions	\$ 395,000
28	Camp Oakhurst Inc	Corporation	Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Camp Oakhurst will provide FUSD sixth grade students with an overnight outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, while developing leadership skills and positive relations between students, staff and chaperones.	Trips and Transitions	\$ 275,000
29	Center for Black Educator Development	Other	Carlos Castillo	Carlos Castillo	Carlos Castillo	N	Equity and Access	7/1/23-6/30/24	CBED will provide a two-part training that will include a High School Affinity Space Summit and Intensive Support at Bullard High School with training for Bullard staff and Bullard Administrators.	Equity and Access & IASA: Title I Basic Grants Low	\$ 85,000
30	Center for Leadership, Equity, and Research	Non-Profit 501(c)3	Carlos Castillo	Carlos Castillo	Natasha Baker	N	Equity and Access	7/1/23-6/30/24	Drs. Ken Magdaleno & Jojo Reyes of CLEAR, will work in concert with the FUSD staff to review, critique, provide guidance & revise in the development of the FUSD 32-hr CP training materials.	Equity and Access	\$ 23,000
31	Central Valley Children's Services Network	Other	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	Central Valley Children's Services Network is Fresno County's Child Care Resource & Referral Agency, they will support the ongoing work of the Language Learning Project expansion.	Dual Language Learners Professional Development Grant	\$ 150,000
32	Central Valley Immigrant Integration Collaborative (CVIIC)	Corporation	Maiyer Vang	Nikki Henry	Nikki Henry	N	Parent University	7/1/23-6/30/24	CVIIC proposes the following outcomes: Strengthened District knowledge of and capacity to address immigration and related needs of students and their families. Increased protections and rights of immigrant families by providing free assistance to apply for eligible immigration forms of relief. Improved access of families to immigration-related policy information. Enhanced knowledge among immigrant families of services offered by nonp;rofit and public sector agencies.	IASA: Title I Basic Grants Low	\$ 100,000
33	Central Valley Music Therapy	Sole Proprietor	Heather Kuyper-McKeithen	Bryan Wells	Natasha Baker	N	VAPA (Art Education Department)	8/21/23-6/30/24	Central Valley Music Therapy Services will provide weekly music therapy sessions and services for students at Addicott Elementary School for 37 weeks and 5 special event sessions.	Elementary Music	\$ 46,650
34	Central Valley Training Center	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	CVTC is a Non public agency which provides post-secondary education services for adults with at-risk behaviors that cannot be served by FUSD.	Special Education	\$ 711,900

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35	City of Fresno PARCS	Other	Jeremy Ward	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	8/7/23-6/7/24	City of Fresno PARCS Department will provide up to 29 trained staff to work with select Fresno Unified School District (FUSD) elementary Aller School Programs that receive program funds from the California Department of Education (COE). The City of Fresno PAR CS staff will provide services for the 180 instructional days on the FUSD 2023-2024 calender In addition to 12 days of Professional Learning at billing rate of \$28.38 per hour for a maximum of 4.5 hours per day or up to 6 hours per day on Professional Learning dates. Responsibilities Include student supervision, physical fitness activities, and enrichment dasses in the Aller School Program. City of Fresno staff will submit a monthly executive summary report and Invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, City of Fresno PARCS staff must meet same education requirements as After School Para Professionals In FUSD Including maintaining a high school diploma, being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.	Expanded Learning Opportunities Program	\$ 743,000
36	Clovis USD/Sierra Outdoor School		Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Sierra Outdoor School will provide faclittles, outdoor classroom experiences, and room and board for Fresno Unified sixth grade students and staff. Additionally, Sierra Outdoor School will provide FUSD sixth grade students with an overnight outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, all the while developing leadership skills and positive relatIons between students, staff and chaperones.	Trips and Transitions	\$ 350,000
37	Collaborative Learning Solutions	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Assist with improvement efforts to address intensive status for school agenda.	SD-CEIS IDEA Basic Local Assistance Entitledment	\$ 45,000
38	Community Responsive Education		Edith Navarro	Marie Williams	Natasha Baker	Y	Curriculum & Instruction	7/1/23-6/28/24	Ethnic Studies teacher & curriculum development-History/Social Studies Focus. CRE will offer Ethnic Studies Strategic Work, Teacher and Community Development Activities, Curriculum Development	Ethnic Studies Block Grant	\$ 88,000
39	Corwin Press, Inc.	Corporation	Julie Severns	Marie Williams	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Quarterly instructional learning walks with all site administrators in one am/pm repeat sessions over the course of 4 weeks focused on student engagement, clarity, instructional moves, and feedback.	Educator Effectiveness	\$ 369,875
40	Corwin Press, Inc.		Sandra Auble	Marie Williams	Natasha Baker	N	Cooper/Fresno HS Region	7/1/23-6/30/24	Consultant will provide 4 in person workshops to the administrators and lead teachers of the Fresno High regional schools plus follow up virtual coaching sessions with individual site Instructional Leadership Teams.	IASA: Title I Basic Grants Low	\$ 40,000
41	Crystal Menzies DBA: The Emancipated, LLC	Individual	Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	7/1/23-6/28/24	Ethnic Studies Curriculum developer Strategic Planning Qualitative Research Synthesizing Ethnic Studies survey data and providing feedback and development support of the FUSD Ethnic Studies PK-12 plan.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 60,000
42	CSM Consulting, Inc.	Other	Philip Neufeld	Philip Neufeld	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	CSM Shall provide completed forms and process related to all Category One and Category Two application of the Federal Communications Commissions E-Rate Filings with the School and Library Division.	Technology School Support	\$ 100,000
43	CSU, Fresno Foundation	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	CSU Fresno - CSUF Liaison - Active participant in planning, implementation, program, and operational meetings beyond the Leadership Committee with the Fresno Teacher Residency Program.	Transition to Teaching	\$ 75,000
44	Cumulus Media - Fresno	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	Cumulus Media will run advertisements for recruitment to share information about Fresno Unified's Teacher Development aspiring teacher programs and Teacher Development recruitment events.	Fresno Pacific Teacher Quality Partnership Program	\$ 24,000
45	Curriculum Associates, Inc.	Corporation	Carmen Rodriguez	Misty Her	Misty Her	N	Research, Evaluation and Assessment	7/1/23-6/30/24	Data driven practices and a classroom data culture with their own students using i-Ready program. Educators are guided through a process of analyzing data and integrating instructional decisions.	Common Core Assessments	\$ 1,579,632
46	Davis Education, Inc.	Corporation	Jeremy Ward	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Implement expert practitioner partnership framework for FUSD linked learning pathways previously developed by David Education for FUSD during 23-24 school year. Continue growth and implementation of internship and legal practice clinic for Bullard High School pathway students. Provide strategic planning and leadership development for students and staff.	Strong Workforce Program	\$ 72,000
47	Deaf and Hard of Hearing Service Center	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Contractor agrees to provide interpreting services for the deaf and hard of hearing students and employees.	Special Education	\$ 800,000
48	Demesey, Filliger & Associates	Other	Steven Shubin	Steven Shubin	Patrick Jensen	N	Benefits & Risk Management	7/1/23-6/30/24	Actuarial consulting services related to the Worker's Compensation, Defined Benefits, Liability and Health internal services funds.	Health Benefit ISF	\$ 16,500
49	Directed Analytics		Lisa Mitchell	Misty Her	Misty Her	Y	African American Academic Acceleration	7/1/23-6/28/24	The A4 5ightGPS Integrated Dashboard Solution will be developed using a modular approach.	African American Student Academic Accelaration	\$ 200,420
50	Donald Keith Cappelluti	Individual	Jeremy Ward	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	7/1/23-6/30/24	Design and produce print ready files of the 2023-2024 Winter and Summer catalogs/booklets in three languages, English, Spanish, and Hmong distributed to all Fresno Unified families.	Expanded Learning Opportunities Program	\$ 20,000
51	Donald Keith Cappelluti	Individual	Rita Baharian/Darrin Person	Rita/Darrin Person	Natasha Baker	N	Prevention and Intervention	7/1/23-6/30/24	Contractor agrees to provide graphic and design services for Department of Prevention and Intervention. Services will include the design and production of visual communication tools, marketing and recruitment materials throughout the year. Contractor will ensure that each project will be delivered in full color and with print ready files.	Safe & Civil Schools/Men's & Women's Alliance	\$ 18,000

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52	Dr. Judy D White - dba: One Step Beyond	Individual	Natasha Baker	Natasha Baker	Natasha Baker	Y	Chief Academic Office	7/1/23-6/30/24	Services include co-developing an individual plan with different levels of managers to design an intentional support system that takes them one step beyond their current work execution.	Targeted Improvement Actions	\$ 20,000
53	Education and Leadership Foundation	Other Non-Profit Org	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-6/30/24	Provide the following: Coordination, Planning Recruitment, Placement, Field Supervision, Staff Development, Assist students with registration, admission, tutoring, CBEST prep, monitor progress, liaison with district, time sheets, etc.	IASA: Title I Basic Grants Low Elementary and Secondary School Emergency Relief III (ESSER)	\$ 682,235
54	Education Behavior Consultants, Inc	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Contractor will provide Registered Behavior Technicians (RBT) and Board Certified Behavior Analysts (BCBA) to provide direct support to students Pre-School to 12th grade who are identified needing intensive Tier III behavior supports.	Mental Health Related Services	\$ 2,832,500
55	Education Behavior Consultants, Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Contractor agrees to provide functional behavior assessments (FBA) & Evaluations provided by BCBA or BCBA-D. Services including testing, evaluation, in person & video observations/correspondence data.	Special Educaiton	\$ 20,000
56	Education Elements	LLC	Edith Navarro	Ed Gomes	Natasha Baker	N	Curriculum & Instruction	7/1/23-6/30/24	Wave 5 Year 3 PLI partner site engagement with Education Elements for FY2324. Fourteen school sites will make their respective year three contribution totaling \$85,150.	CIPL & Varies by Site	\$ 85,150
57	Education Elements, Inc.	LLC	Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	7/1/23-6/28/24	District Strategy and PL Initiative (PLI) Scale Support - Education Elements will support FUSD to further strengthen and hone their strategy and roadmap, and make strides in advancing the scale of personalized learning with a focus on teacher capacity building. This district level support will complement and accelerate the school level support for wave 1 to wave 6 schools through the PL Initiative and help FUSD scale PL across the district through a Community of Practice structure and through Extended Learning opportunities.	Educator Effectiveness	\$ 400,000
58	Educational and Leadership Foundation	Non-Profit 501(c)3	Ashlee Chiarito	Patrick Jensen	Patrick Jensen	N	Various School Sites	7/1/23-6/30/24	Funding by Fresno Unified will support the instructional services provided by the Education & Leadership Foundation - Inter-Act Fellows partnership. These services encompass academic instruction in all subject areas and socio-emotional support through programs like the English Learner Lexia Program, Response to Intervention, Reading Intervention, mentoring and tutoring and during the day instructional programs at numerous elementary, middle and high schools. With direct partnerships at numerous sites, thousands of students in Fresno Unified School District are provided services on a daily basis by our future teachers.	Various Site Budgets	\$ 4,192,291
59	Educational Consulting Services, Inc	Corporation	Jeremy Ward	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	7/17/23-6/28/24	Educational Consulting Services Inc. is responsible in coordinating the Academic Attendnce Recovery Coordinated (MRC) Program. The program is designed to recover the average daily attendance.	Saturday Academy	\$ 750,000
60	Elizabeth Morales	Individual	Rita Baharian	Rita Baharian	Natasha Baker	N	Prevention and Intervention	8/1/23-6/30/24	Contractor will provide group clinical supervision for Clinical School Social Workers as required bt the Board of Behavioral Services (BBS) in obtaining hours towards a Licensed Clinical Social Worker (LCSW) license.	DPI - Social Emotional Supports	\$ 23,320
61	Empower Speech Therapy & Life Skills Center PC	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide speech language assessments and AT assessments for IEE requests.	Special Education	\$ 16,000
62	Eurgubian Academic Center, Inc	Corporation	Ryan Duff	Jennifer Stacy-Alcantar	Natasha Baker	N	Tenaya MS	8/14/23-6/6/24	Tutoring, homework help, and mentoring for 7th & 8th grade students at Tenaya Middle School.	After School Expansion	\$ 45,000
63	Every Neighborhood Partnership	Non-Profit 501(c)3	Tumani Heights/Rita Baharian	Rita Baharian	Natasha Baker	N	Prevention and Intervention	9/1/23-5/9/24	Provide individualized reading interventions to students identified as foster and homeless grades K-6.	American Rescue Plan - Homeless Children and Youth II (ARP)	\$ 24,000
64	Expo Audio Visual	Corporation	Jeremy Ward	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	8/6/23-8/9/23	Expo Audio Visual will set up and support the audio and visual for the After School Program Professional Learning Kick Off Event at the Convention Center.	Expanded Learning Opportunities Program	\$ 23,512
65	Facility Inspection Services Inc.	Corporation	Robert Renovato	Lodgerio Jorge	Paul Idsvoog	N	Maintenance and Operations	9/1/23-1/31/24	To conduct facilities inspections of all school to ensure compliance with the "good repair" standard in the Williams vs California 2004 settlement agreement.	Ongoing & Major Maintenance Account	\$ 48,260
66	Family Foundation Counseling Services	Other	Patrick Morrison	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide individual, group, and family Mental Health Treatment per Individual Education Plan (IEP), assist with providing therapeutic environment to students with Emotional Disturbances, etc. 11 ERMHS providers	Mental Health Related Services	\$ 1,100,000
67	Focus 5, Inc	Corporation	Heather Kuyper-McKeithen	Bryan Wells	Natasha Baker	N	VAPA (Art Education Department)		Focus 5 will host Virtual Residencies for all 2nd - 4th grade classes at all elementary schools, Easch residency includes a scheduling meeting with adroin, orientation with teachers and five classroom sessions with students. included in the fee is six optional Virtual Professional Development Zooms for teachers. Optional Saturday professional learning workshops for up to 200 teahcers throughout the school year.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 660,000
68	Fresno Art Mueseum	Non-Profit 501(c)3	Heather Kuyper-McKeithen	Bryan Wells	Natasha Baker	N	VAPA (Art Education Department)	8/14/23-6/6/24	will provide a visual arts experience to third grade students	Elementary Music	\$ 54,000
69	Fresno County Superintendent of Schools	State Government	Lisa Mitchell	Misty Her	Misty Her	N	African American Academic Acceleration	7/1/23-7/31/23	Fresno County Superintendent of Schools, along with Fresno Unified School District s hosting a summer camp.	Elementary and Secondary School Emergency Relief (ESSER)	\$ 35,000
70	Fresno County Superintendent of Schools		Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	7/1/23-5/31/24	2023-24 Focus: Continue SBAC for teachers in grades 3-11; Continue work with grades TK-2 regarding SBAC awareness and problem solving; Math focus on claims and targets with K-6 instructional coaches.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 82,500
71	Fresno Pacific University	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	Fresno Pacific Liaison - Active participant in planning, implementation, program, and operational meetings beyond the Leadership Committee with the Fresno Teacher Residency Program.	Transition to Teaching	\$ 40,000

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72	Fresno Pacific University	Non-Profit 501(c)3	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	They will provide 5 psychologist interns.	Special Education	\$ 115,000
73	Fulcrum Management Solutions Inc.	Corporation	Ashlee Chiarito	Patrick Jensen	Patrick Jensen	N	State and Federal Programs	7/1/23-6/30/24	ThoughtExchange is designed to assist school districts in quickly learning thoughts and ideas from a specific group of stakeholders.	IASA: Title I Basic Grants Low	\$ 50,400
74	Gallup Inc.	Corporation	David Chavez	Stacey Sandoval	David Chavez	N	Human Resources	7/1/23-6/30/24	Gallup Inc, agreed to provide an independent teacher/principal insight assessment tool for Fresno Unified School District as part of the certificated and management screening process.	Human Resources/Labor relations	\$ 76,316
75	GOBO	LLC Filing as Corp	Ashlee Chiarito	Patrick Jensen	Patrick Jensen	Y	State and Federal Programs	7/1/23-6/30/24	Provide LCAP engagement materials including 2-page Lite infographic, Parent & Partner & Partner & Partner Guide with 5000 printed booklets, Powerpoint Slides, and Translations in Hmong & Spanish.	State & Federal	\$ 25,579
76	GRID Alternatives Central Valley Inc.	Corporation	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Provide in classroom High School Solar Intensive Training Course w/certificate for said student per eligible high school site. Minimum of 10 students per cohort.	Strong Workforce Program	\$ 95,000
77	Guevara Arts and Leadership	Individual	Timona Martin	Jennifer Stacy-Alcantar	Natasha Baker	N	Baird (5-8)	7/1/23-6/30/24	Provide unit by unit curriculum, plan with teachers on a monthly basis to create lesson plans. Be available and provide teachers guidance as needed.	LCFF Supplemental and Concentration & IASA: Title I Basic Grants Low	\$ 34,000
78	Hanover Research	LLC	Kristi Imberi-Olivares	Kristi Imberi-Olivares	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	Custom research reports, survey design, administration and analysis, interview with industry/issue experts.	Technology School Support	\$ 148,300
79	Howard J. Glidden, Ph.D.	Individual	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	To provide independent educational evaluations full team assessment when needed for FUSD students.	Special Education	\$ 16,000
80	Imagination Station Inc.	Corporation	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	8/1/23-7/31/24	Istation will provide Spanish Language development and literacy practice to our students in the Dual Language program.	IASA: Title I Basic Grants Low & Targeted improvement Actions	\$ 83,290
81	Intercultural Innovations Inc.	LLC Filing as Corp	Michele Anderson	Billy Chan	Natasha Baker	Y	Sunnyside HS	7/1/23-6/30/24	Provide equity leadership development to build capacity of Sunnyside Regional Principals	IASA: Title I Basic Grants Low	\$ 22,400
82	J&D Mind Builders Inc, DBA Bricks 4 Kidz	Corporation	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-9/30/24	Workshops focusing on the district's graduate profile and career pathways for all 1st and 2nd grade classrooms focused on the areas of science, technology, math, and careers.	Career Vocational Education/Workforce Readiness	\$ 75,000
83	Joint Apprenticeship Training	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	Career Technical Education	7/1/23-6/30/24	Three agreements for allocation of apprenticeship training hours: California Fire Fighters Joint Apprenticeship Committee, Electrical Apprenticeship Training Program, and Sound and Communication.	Apprenticeship Program	\$ 1,313,486
84	Jordan Escobar	Sole Proprietor	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will assist with events & event management.	External Partnership	\$ 60,000
85	Jul ease Graham	Individual	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will provide social media management and assistance.	External Partnership	\$ 28,980
86	K12 Insight, LLC	LLC	Misty Her	Misty Her	Misty Her	N	Deputy Superintendent Office	7/1/23-6/30/24	Vendor will provide “ Let’s Talk” a customer service platform designed specifically for K-12 education. Platform includes a real time chat feature, Frequently Asked Questions and critical alerts to identify issues before they become crises; and a Knowledge Base to house FAQs and tutorials. Let’s Talk streamlines communications from the standard “Contact Us” pop-out tab, topical landing pages, custom forms, social media, text messaging, and phone lines.	Community Schools Support	\$ 273,250
87	Kembah Educational LLC	LLC	Lisa Mitchell	Misty Her	Misty Her	N	African American Academic Acceleration	7/1/23-6/30/24	Kembah Educational LLC will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the office of African American Academic Acceleration in addressing key indicators of academic success for African American students within Fresno Unified School District.	Expanded Learning Opportunities Program	\$ 87,500
88	Key2Ed, Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Training workshops for staff member on IEIP facilitation.	Special Educaiton	\$ 28,900
89	KFSN-TV/ABC 30	Limited Liability Company filing as a Corporation	Nikki Henry	Nikki Henry	Nikki Henry	N	Communications Office	7/1/23-6/30/24	The annual media service contracts educate and engage parents, employees, and the community on matters such as LCAP outreach, attendance, safety, and responsible social media usage.	Expanded Student, Parent and Community Communication	\$ 70,000
90	Kinder World LLC DBA: Ellen Eoff	Sole Proprietor	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will provide support in areas of fundraising, creative writing, and development for the Foundation for Fresno Unified Schools.	External Partnership	\$ 64,000
91	KSEE 24	Corporation	Nikki Henry	Nikki Henry	Nikki Henry	N	Communications Office	7/1/23-6/30/24	The annual media service contracts educate and engage parents, employees, and the community on matters such as LCAP outreach, attendance, safety, and responsible social media usage.	Expanded Student, Parent and Community Communication	\$ 36,000
92	Law Office of Rick Jensen	Other	Stacey Sandoval	Stacey Sandoval	Patrick Jensen	N	Benefits & Risk Management	7/1/23-6/30/24	Expert professional advice - in financial, economic, accounting, engineering, legal, or administrative matters.	Liability/Property ISF	\$ 60,000
93	Laz Karp Associates LLC	LLC Filing as Corp	Kim Kelstrom	Kim Kelstrom	Patrick Jensen	N	Fiscal Services	7/1/23-6/30/24	LAZ Parking Services is to provide parking to Fresno Unified School District Education Center/Annex employees at the N Street Parking Pavillion located at 906 N. Street Fresno, CA 93721	Fiscal Services	\$ 302,400
94	Leadership Associates	LLC Filing as Corporation	Misty Her	Misty Her	Misty Her	N	Deputy Superintendent Office	7/1/23-6/30/24	Contractor will provide executive advisement services to Deputy Superintendent, Misty Her.	Community Schools Support	\$ 15,000
95	Leadership Associates	Individual	Ambra O’Connor	Ambra O’Connor	Ambra O’Connor	N	Superintendent's Office	7/1/23-6/30/24	Contractor will provide executive advisement service to Superintendent Robert Nelson, Effective July 1st - June 30, 2024	Superintendent's Office	\$ 30,000
96	Leadership Associates	LLC Filing as Partner	Natasha Baker	Natasha Baker	Natasha Baker	N	Chief Academic Office	7/1/23-6/30/24	Provide support and executive advisement during the 2023/24 school year.	Targeted Improvement Actions	\$ 130,000



	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
97	Leadership Legacy Consulting LLC	LLC	Carlos Castillo	Carlos Castillo	Natasha Baker	N	Equity and Access	7/1/23-6/30/24	The purpose of this agreement is to provide Administrative Leadership Team Equity Leadership Workshop Series, Executive Leadership Coaching, and Cultural Proficiency Book Study.	Equity and Access	\$ 58,000
98	Leadership Legacy Consulting LLC	LLC	Carlos Castillo	Carlos Castillo	Natasha Baker	N	Equity and Access	7/1/23-6/30/24	This first phase of support & education for the newly assigned chief of equity alongside key colleagues and partners to participate in equity leadership training through individual workshops.	Equity and Access	\$ 43,000
99	Leryle Lawless, L.E.P.	Individual	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide independent education evaluations	Special Education	\$ 40,000
100	Lexia Learning Systems LLC	Limited Liability Company filing as a Corporation	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-6/30/24	Lexia English Language Development is a computer-based adaptive blended learning program designed to support emergent bilinguals in grades K-6. The activities in Lexia English support students' English language development through academic conversations and leverage content in Math, Science, Social Studies, Biographies and General Knowledge.	Title III - Limited English Proficient & Elementary and Secondary School Emergency Relief III (ESSER)	\$ 83,900
101	Linda E. Hoff	Individual	Misty Her	Misty Her	Misty Her	N	Deputy Superintendent Office	7/1/23-6/30/24	Serve as a Community Schools Implementation Coordinator by providing support for the five schools (Ft. Miller, Birney, Holland, Thomas and Norseman) that have submitted Implementation grant applications to the California Department of Education. Dr. Hoff will lead the Districts Community Schools Steering Committee and participate in the five site's Community Schools Advisory Boards.	California Community Schools Partnership Program: CCSPP	\$ 144,000
102	Linked Learning Alliance	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Monthly hour-long meetings with coordinators, leads and managers of sixteen pathways to implement and support pathway improvement process aligned with Linked Learning Silver or Gold certification; eight months	Vocational Programs: Voc & App	\$ 51,600
103	Lion and Fox LLC	LLC	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-9/30/23	Work-Based learning web-based application for tracking and reporting work-based learning student activities for local and state reporting.	Strong Workforce Program	\$ 106,440
104	Lucca Petrucci	Individual	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will provide creative writing services.	External Partnership	\$ 18,330
105	Lucca Petrucci	Individual	Natasha Baker	Natasha Baker	Natasha Baker	N	Chief Academic Office	7/1/23-6/30/24	Marketing & Communication Consulting Services: Communications plan & marketing strategy development; high-level copywriting (press releases, speeches, emails, letters, media segments, newsletters, etc)	Targeted Improvement Actions	\$ 18,200
106	Marco Vriens DBA Kwantum Analytics	Other	Philip Neufeld	Philip Neufeld	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	Kwantum Analytics - Expert Mixed Methods Consultant to support analytics for PLI and IT.	Technology School Support	\$ 50,000
107	MCOE/Green Meadows Outdoor School		Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Camp Green Meadows will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff. Additionally, Camp Green meadows will provide FUSD sixth grade students with an overnight outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, while developing leadership skills and positive relations between students, staff and chaperones.	Trips and Transitions	\$ 350,000
108	Men of Color in Educational Leadership (MCEL)	Individual	Julie Severns	Ed Gomes	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Coaching and support for the Superintendent and Executive Cabinet for the Equity Centered Pipeline Initiative.	Educator Effectiveness	\$ 75,000
109	Men of Color in Educational Leadership (MCEL)	Individual	Julie Severns	Ed Gomes	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Individual and group mentoring sessions for male principals and vice principals of color focused on the development of instructional leadership as a part of the affinity group support - Wallace ECPI.	Educator Effectiveness	\$ 198,750
110	Michael O'Neill	Individual	Natasha Baker	Natasha Baker	Natasha Baker	N	Instructional Division - Academic Office	7/1/23-6/30/24	Provide the Instructional Division data system design work and technical assistance with CALPADS.	Targeted Improvement Actions & IASA: Title I Basic Grants Low	\$ 50,000
111	Minuteman Press	Other	Jeremy Ward/Connie Cha	Jeremy Ward	Natasha Baker	N	CCR/Extended Learning	7/1/23-6/30/24	Graphic design, mass print and production of materials and resources to promote and inform families of the CCR/Extended Learning Program opportunities in Fresno Unified School District.	Extended Learning Opportunities Program	\$ 400,000
112	Mission Springs Camps & Conference Ctr, Inc	Corporation	Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Mission Springs will provide facilities, outdoor classroom experiences, and room and board for Fresno Unified sixth grade students and staff. Additionally, Mission Springs will provide FUSD sixth grade students with an outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, while developing leadership skills and positive relations between students, staff and chaperones.	Trips and Transitions	\$ 125,000
113	Moreno Institute	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	Moreno Institute will provide scholarships and funding to Teacher Academy students enrolled in the winter and summer camps.	Elementary and Secondary School Emergency Relief III	\$ 49,500
114	Moreno Institute	Sole Proprietor	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-6/30/24	Through the CalNEW grant program, the Moreno Institute will provide \$250 scholarships in the fall and spring for English learner newcomer students in the Fresno Unified School District through the facilitation of the Peer Mentoring Program.	California Newcomer Education and Well-Being Project	\$ 25,000
115	Moreno Institute	Non-Profit 501(c)3	Darrin Person	Rita Baharian	Natasha Baker	N	Prevention and Intervention	8/14/23-6/6/24	Provide additional support (academic mentoring, language, and social emotional) to middle school students participating in the DPI- Mentoring Office, Peer Mentor Program at various school sites.	Peer Mentors & Men's & Women's Alliance	\$ 23,000

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
116	Municipal Resource Group	Partnership	Ambra O'Connor	Ambra O'Connor	Ambra O'Connor	N	Board of Education	7/1/23-6/30/24	Facilitate the process of conducting the annual evaluation of the Superintendent, the annual self-assessment of the board of education, and any related workshops and/or closed-session discussions pertaining to the above mentioned items. Assist with related leadership assessment and goal seeting as needed.	Board Of Education	\$ 30,000
117	Municipal Resource Group, LLC	Individual	Ambra O'Connor	Ambra O'Connor	Ambra O'Connor	N	Superintendent's Office	7/1/23-6/30/24	Leadership support and executive coaching, to address internal challenges, crisis situations, and critical incident debrief. Services will include weekly calls and flexible availability nights, weekends and early mornings.	Superintendent's Office	\$ 30,000
118	National Academy Foundation (NAF)	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Provide and support a Cycle of Continuous Improvement for CTE pathways using the California Department of Education Career Technical Education (CTE) Elements of a high-quality CTE program aligned to the NAF education design provide work based learning supports for monitoring and assessing student interships.	Vocational Programs: Voc & App	\$ 30,800
119	National University	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	National Liaison - Active participant in planning, implementation, program, and operational meetings beyond the Leadership Committee with the Fresno Teacher Residency Program.	Transition to Teaching	\$ 30,000
120	NAVEX Global	Corporation	Carlos Castillo	Carlos Castillo	Carlos Castillo	N	Equity and Access	7/1/23-6/30/24	11,500 training licenses for 1-hour DEI compulsory training.1500 new hire employees license for new hire training and 10,000 licenses for all permanent FUSD staff 1 hr. DEI training in 2023/24.	Equity and Access	\$ 49,439
121	Navigated LLC	LLC	Rita Baharian	Rita Baharian	Natasha Baker	N	Prevention and Intervention	7/1/23-6/30/24	Provide design professional learning and implementation support for social emotional behavior interventions within Multi-tiered System of Support.	Safe & Civil Schools	\$ 49,000
122	Netsync Network Solutions	Other	Philip Neufeld	Philip Neufeld	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	The project services can include any of the following: troubleshoot alarms and equipment failures, interface with client and Nokia to drive issues, track Nokia issues and solution, manage callouts for hardware failures, Interface to engineering firm, consultant to local client staff, quality control, software upgrade management, manage network implementation with client and partners and quarterly onsite project meetings.	Elementary and Secondary	\$ 45,000
123	New Leaders, Inc.	Corporation	Julie Severns	Ed Gomes	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Breakthrough Leadership training for 15 Vice Principals who are Aspiring Principals. Development of expertise through monthly professional learning followed by site based coaching cycles.	Elementary and Secondary and Secondary School Emergency Relief III (ESSER)	\$ 247,500
124	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide direct occupational therapy services and supports to students.	Special Education	\$ 907,200
125	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide occupational therapy (OT) collaborations and consultation services to LAIP staff and/or parents of students and sensory integration assessment.	Special Education - Infrant Program & Special Ed: Local	\$ 15,725
126	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide independent education evaluations for occupational therapy assessments, screening, observation, consultation, direct treatment, interviews report writing and attendance of meetings to present report and provide feedback.	Special Education	\$ 20,000
127	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide direct physical therapy on students enrolled in LAIP.	Special Ed: Local	\$ 50,320
128	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Para education support to Special Education classes and fill unfilled vacancies. The vendor willnot solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. Para \$50.00 per hour for up to 20 paraprofessionals for a total of 180, 6.5 hour days each.	Mental Health Related Services	\$ 1,170,000
129	New Life Physical Therapy Services PC dba Goodfellow Therapy	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Speech and Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, services documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meeting. The vendor will not solicit service directly. Special Education staff will be solely responsible for referring parents/students to vendors.	Special Education	\$ 1,195,200
130	North America's Building Trades Unions	Other	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Access to MC Curriculum and pre-apprenticeship opportunities and alignment with Trade councils.	Apprenticeship Program	\$ 50,000
131	Orchid Interpreting, Inc.	Corporation	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-9/30/23	The extend of the services to be preformed shall be as follows: A. Interpreting services will be provided virtually, on-site or by phone on a an as-needed basis. B. Translation services will be provided on an as-needed basis. C. Services will be available Monday through Friday from 8:00 am to 5:00 pm. D. After hours, weekends and holiday services will be charged a premium of 50% above the base rate. E. Services for rare languages will be charged a premium of 50% above the base rate. F. Telephonic/Video Conferencing guaranteed one (1) hour at \$2.95 per minute. Portion of the hour, one (1) minute over and above the first 60 minutes will incur a full hourly charge. Payment: Translator shall be guaranteed two (2) hours compensation for each on-site visit at \$85.00 per hour.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 108,000
132	Orchid Interpreting, Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide oral interpreting for parents for IEP meetings in students home language when needed for SPED students.	Special Education	\$ 20,000
133	Panorama Education Inc.	Corporation	Carmen Rodriguez	Misty Her	Misty Her	N	Research, Evaluation and Assessment	7/1/23-6/30/24	Contractor will provide support to the FUSD survey initiative relating to the CORE waiver entered into by FUSD. Contractor will support online students, staff, and family survey programs with FUSD.	Common Core Assessments	\$ 80,000

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
134	Parent Institute for Quality Education (PIQE)	Corporation	Maiyer Vang	Nikki Henry	Nikki Henry	N	Parent University	7/1/23-6/30/24	PIQE will provide its one of its Family Engagement Programs for the parents/guardians of the students enrolled in five (5) school within the above-mentioned school district.	Parent University	\$ 60,000
135	Parsec Education	Other	Kristi Imberi-Olivares	Kristi Imberi-Olivares	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	Parsec will develop and publish a public-facing data analytics dashboard to showcase state and local data.	Technology School Support	\$ 174,314
136	Performance Fact, Inc.	Corporation	Lisa Mitchell	Misty Her	Misty Her	N	African American Academic Acceleration	7/1/23-6/30/24	Will provide to A4 Initiative during the 23-24 school year. Its central aim is to support the A4 Team with tools, targeted assistance, & coaching to facilitate disciplined implement of Strategic Plan.	African American Student Academic Accelaration	\$ 21,280
137	PPL Studio LLC	LLC	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	PPL Studio will support the ongoing statewide expansion of the Language Learning Project including developing digital resources to support training & implementation, maintaining the online platform.	Dual Language Learners Professional Development Grant	\$ 40,000
138	Presence Learning Inc.	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Online Speech & Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system, supervision of SLPA and attendance at IEP team meetings. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendor. \$89.00 an hour for up to 30 SLPs for a total of 180 eight hour days each. SLPs are to work within the 8 hour day.	Special Education	\$ 3,844,800
139	Price, Paige, and Company	Corporation	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will be providing bookkeeping services to the Foundation for Fresno Unified Schools.	External Partnership	\$ 84,000
140	Propio LS LLC	LLC	Zuleica Murillo	Nikki Henry	Nikki Henry	N	Translation And Interpretation Services	7/3/23-6/28/24	Contractor to provide on-demand audio/video interpretation to families. Languages include but not limited to ASL, Arabic, Hmong, Khmer, Laotian, and Spanish.	Translation Services	\$ 20,000
141	Public Consulting Group (PCG)	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	PCG is a provider of online learning for applicable unit members that Fresno Unified has utilized to deliver professional learning within PL Column. Contractor agrees to provide online PL.	Title II - Teacher Quality	\$ 20,000
142	QuaverEd.com	LLC	Heather Kuyper-McKeithen	Bryan Wells	Natasha Baker	N	VAPA (Art Education Department)	7/1/23-6/30/24	Quaver music curriculum resources Kindergarten through Sixth grade.	Increased Funding for Music	\$ 35,280
143	Queen of Heart	Individual	Tamara Neely	David Chavez	David Chavez	N	Classified Development	8/1/23-6/30/24	Queen of Hearts will provide in person CPR training for Classified Professionals. We are planning to provide training for 320 employees, who will then receive a certificate of completion.	Classified School Employee Prof Dev Block Grant	\$ 20,880
144	Quiq Labs	Partnership	Blair Sagardia	Marie Williams	Natasha Baker	N	Patino High School	8/1/23-6/30/24	Quiq labs will revise existing curriculum, consult on new curriculum, provide 2 consultants to team teach 6 sections of courses 4 days per week, arrange field trips and guest speakers, facilitate internships for1 10th grade students, and host student websites (300). Adding \$10,000 for marketing/advertising paid by CTE 030-0152-0710-3800-1000-5899.	Student Engagement Center	\$ 401,600
145	Recruitment Alley LLC	Sole Proprietor	Xai Liz Torrez	Misty Her	Misty Her	N	Health Services	7/1/23-9/30/23	Recruitment Alley will provide LVNs who will support the school nurses for any student's health needs.	Expanded Learning Opportunities Program	\$ 109,200
146	Relay Hub, LLC	LLC Filing as Corporation	Xai Liz Torrez	Misty Her	Misty Her	N	Health Services	7/1/23-6/30/24	Annual License fees for enhanced reports, dashboard analytics and management of the LEA Medi-Cal Billing Option program for reimbursement funds for Health Services by district employees including RSP staff.	Student Health Services	\$ 125,000
147	Robin Jenkins	Individual	Paul Rosencrans	Paul Idsvoog	Paul Idsvoog	N	Transportation	7/1/23-12/31/23	Provide Driver Training for Original and Renewal requirements. Prepare drivers for Delegate/Instructor exam.	Transportation-Home To School	\$ 57,000
148	San Joaquin County Office of Education	State Government	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	For SPED to continue to use SEIS web-based system.	Special Education	\$ 116,777
149	Scambray Consulting Group, LLC	Individual	Julie Severns	Ed Gomes	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Direct and virtual coaching to the principal and administrative team at a high school focused on instructional leadership development through site visitations, data analysis, modeling, and coaching.	IASA: Title I Basic Grants Low	\$ 17,250
150	School Services of Calif. Inc.	Corporation	Patrick Jensen	Patrick Jensen	Patrick Jensen	N	Business Services Administration	7/1/23-6/30/24	School Services of California to provide fiscal advice, budget support, and legislative and budget advocacy services.	Administrative Services	\$ 50,674
151	Sel Launch Pad	Individual	Nicole Gorban	Ed Gomes	Natasha Baker	N	Prevention and Intervention	7/1/23-6/30/24	Provide consulting services to the SEL team and professional learning on Social Emotional Learning to teachers/leaders. Assist and coach with strategic planning for systemic implementation of SEL.	Safe & Civil Schools	\$ 25,000
152	Shatera Sangster dba: Social Media Sidekick	Individual	Natasha Baker	Natasha Baker	Natasha Baker	Y	Chief Academic Office	7/1/23-6/30/24	Content creation, social media/event toolkits, promotional graphics/flyers, content calendar creation, onsite photography/videography, blog, trainings/consultations, printing services, copywriting, coachings, logo, style guide.	Targeted Improvement Actions	\$ 16,000
153	Shaw HR Consulting Inc	Corporation	Steven Shubin	Steven Shubin	Patrick Jensen	N	Benefits & Risk Management	7/1/23-6/30/24	Americans with Disabilities Act (ADA) consulting services.	Liability/Property ISF	\$ 37,500
154	SHC Services, Inc. d/b/a Supplemental Healthcare	Corporation	Xai Liz Torrez	Misty Her	Misty Her	N	Health Services	7/1/23-9/30/23	SHC will provide LVNs who will support the school nurses for any student's health needs. SHC will also provide RNs who will support our HUB and school sites.	Student Health Services	\$ 109,200
155	Shifting Perspectives, LLC		Julie Severns	Ed Gomes	Natasha Baker	N	Leadership Development	7/1/23-6/30/24	Six Equity Focused Leadership sessions over two days during the Summer Institute for CoAdministrators focused on defining equity focused leadership, conducting equity data reviews, and designing action plans. A workshop and book study with a principal cohort focused on leading your school toward equity. Eight days of professional learning to develop equity leadership in practice during CoAdministrator sessions, building uon the work of the Summer Institute.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 43,200

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156	Si Swun	Individual	Edith Navarro	Marie Williams	Natasha Baker	N	Curriculum & Instruction	8/1/23-6/28/24	Plan and strategize: lessons and curriculum support for gr. K-9 Common Core Standards; math fluency/foundational skills for Common Core Math Standards; support for teachers and site administrators.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 2,327,400
157	Signature Solutions	Sole Proprietor	Misty Her	Misty Her	Misty Her	N	Deputy Superintendent Office	7/1/23-6/30/24	Signature Solutions will be assisting with the creating, branding and marketing of the Superintendent's literacy initiative and the Superintendent's goals. Phase 1 will focus on the overview designs needed for the upcoming school year. Phase 2 will focus on the District's literacy initiative for the remaining of the contract year. services. A deposit of \$17,910 will be needed in order to cover the first two months. The remaining 10 payments of \$8,955 will be payed out monthly for the duration of the 2023/2024 contract.	Deputy Superintendent's Office	\$ 107,460
158	Sinclair Broadcasting - KMPH		Nikki Henry	Nikki Henry	Nikki Henry	N	Communications Office	7/1/23-6/30/24	The annual media service contracts educate and engage parents, employees, and the community on matters such as LCAP outreach, attendance, safety, and responsible social media usage.	Expanded Student, Parent and Community Communication	\$ 40,000
159	Skylark Strategies LLC	LLC Filing as Partner	Wendy McCulley	Wendy McCulley	Wendy McCulley	N	Engagement and External Partnerships	7/1/23-6/30/24	Vendor will provide executive coaching services.	External Partnership	\$ 28,980
160	Smallify LLC	LLC Filing as Corporation	Kristen Boroski	Tressa Overstreet	Jeremy Ward	N	College Readiness	8/1/23-6/30/24	SMALLIFY LLC will provide professional learning for CTE Ambassadors, art each high school site focused on building student leadership, collaboration, innovation, and student voice.	Vocational Programs: Voc & App	\$ 52,500
161	Smartling Inc.	Corporation	Zuleica Murillo	Zuleica Murillo	Nikki Henry	N	Translation And Interpretation Services	7/3/23-6/28/24	Provide high quality translation through Smarling Translation Management System and streamline localized language use districtwide	Translation Services	\$ 24,000
162	Solution Tree LLC	Other	Abraham Olivares	Marie Williams	Natasha Baker	N	Fort Miller MS	8/1/23-6/1/24	Embedded coaching and professional learning for staff, PLCs, and IL T	ESSA: Comprehensive Support & Improvement(CSI)	\$ 70,000
163	Star Autism Support, Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	10 days of in-person coaching and curriculum implementation support for teachers in MM PreK SDC.	Special Education Early Intervention Grant	\$ 20,000
164	Star Autism Support, Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Support and continue to develop FUSD capacity to serve students with autism and other development delays through coaching support, resources for teachers. Yearly purchase of STAR Media unlimited	Educator Effectiveness	\$ 36,628
165	State Center Community College District	Other Government	Rodney Branch	Yolanda Jumenez Ruiz	Natasha Baker	N	Cesar Chavez Adult School	7/1/23-6/30/24	Contract continue 100% reimbursement to Fresno Unified School District from State Center Adult Education Consortium as it has occurred since 2014/15 for staff on loan: Sherri Watkins, Pang Vangyi in 2014/15 it was agreed that SCAEC required and office to oversee the Consortium plan involving 16 K-12 Districts and the State Center Community College District. Fresno Unified School District was selected as the Consortium hiring agent. Fresno Unified School District employees were loaned to the SCAEC office. These loans are 100% reimbursed to Fresno Unified. Salary and benefits not to exceed the maximum amount on the agreement.	Adult Education Consortia	\$ 439,000
166	STC Interpreting Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide oral and written interpretations	Special Education	\$ 100,000
167	StudentNestcom	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide one on one tutors to support of up to 200 students receiving special education services at the high schools.	Special Education	\$ 1,760,503
168	Success Together, Inc.	Corporation	Maiyer Vang	Nikki Henry	Nikki Henry	N	Parent University	7/1/23-6/30/24	Success Together will provide thirty-five (35) classes for families of elementary and middle school students. Each class will serve up to 30 families, allowing for the project to reach up to \$1,000 families and 4,000+ individual students and caregivers.	IASA: Title I Basic Grants Low	\$ 62,243
169	Supplemental Healthcare	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Para education support to Special Education classes and fill unfilled vacancies. The vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. Para \$50.00 per hour for up to 20 paraprofessionals for a total of 180, 6.5 hour days each.	Special Education	\$ 1,170,000
170	Supplemental Healthcare	Corporation	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Speech and Language Therapy services to include direct, collaborative, and compensatory services, reports, goal development, service documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meetings. SLP \$95 an hour (depending on SLP experience and licensing) for up to 10 SLPs for a total of 180 eight-hour days each. SLPs are to work within the 8 hour day. Provide speech and language therapy services by a Speech-Language Pathology Assistant (SLPA) under the supervision of an SLP. Services to include direct services, material preparation, service documentation, attendance at an IEP team meeting. 3 SLPA's@ \$70 an hour for a total of 180, 7.5-hour work days. SLPAs are to work within the 7.5-hour work day. The vendor will not solicit services directly. Special education staff will be solely responsible for referring parents/students to the vendor.	Special Education	\$ 1,867,500
171	T.W. Patterson Investors	Other	David Jansen	David Jansen	Tami Lundberg	N	Information Technology	7/1/23-6/30/24	Lease of Offices and 5 Parking Spaces: Suite's #707 and #712 for Information Technology Staff at 2014 Tulare Street, Fresno, CA 93721	Technology School Support	\$ 38,846
172	Telemundo 51 Fresno	Corporation	Rodney Branch	Yolanda Jimenez Ruiz	Natasha Baker	N	Cesar Chavez Adult School	7/1/23-6/30/24	For Promotion Services for Fresno Adult School's Career & Technical Ed., Adult Secondary Ed., English as a Second Language and Community Education.	State & Federal Administration-Adult Education	\$ 20,000
173	The Fresno Center (TFC)	Other Non-Profit Org	Maiyer Vang	Nikki Henry	Nikki Henry	N	Parent University	7/1/23-6/30/24	TFC will deliver culturally appropriate outreach and recruitment strategies specific to the Southeast Asian (Hmong, Lao, Cambodian, and Punjabi) community at targeted school sites and facilitates assigned parent learning workshops for 500 parents.	Parent University	\$ 109,000

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
174	The Pi Shop	Corporation	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Host class field trips at The Pi Shop ( 5 per academic year) to introduce the different Pi Shop production and prototyping resources to the students and allow them to work on their business.	California Career Technical Education Incentive Grant Program	\$ 105,000
175	The Regents of the University of California	Other	Lisa Mitchell	Misty Her	Misty Her	N	African American Academic Acceleration	7/1/23-7/31/23	Provide activities related to leadership development, college exposure, experiential learning, college and career readiness, and guidance and mentorship.	Elementary and Secondary School Emergency Relief (ESSER)	\$ 36,300
176	The Stepping Stones Group LLC	Sole Proprietor	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Para education support to Special Education classes and fill unfilled vacancies. The vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. Para \$40.00 per hour for up to 220 paraprofessionals for a total of 180, 6.5 hour days each. Provide Behavior Interventionist support to Special Education classes and fill unfilled vacancies. The vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. Behavior Interventionist \$50.00 per hour for up to 10 paraprofessionals for a total of 180, 6.5 hour days each.	Special Education	\$ 10,881,000
177	The Stepping Stones Group LLC	Sole Proprietor	Kate Alvarado	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Speech and Language Therapy services to include direct, collaborative, and compensatory services, reports, goal development, service documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meetings. SLP \$80-110 an hour (depending on SLP experience and licensing) for up to 10 SLPs for a total of 180 eight-hour days each. SLPs are to work within the 8 hour day. Provide speech and language therapy services by a Speech-Language Pathology Assistant (SLPA) under the supervision of an SLP. Services to include direct services, material preparation, service documentation, attendance at an IEP team meeting. 12 SLPA's@ \$72.00 an hour for a total of 180, 7.5--hour workdays. SLPAs are to work within the 7.5--hour workday• The vendor will not solicit services directly.Special education staff will be solely responsible for referring parents/students to the vendor.	Special Education	\$ 2,750,400
178	The Talk Team	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide speech/language and occupational therapy assessments to students with IEP services.	Special Education	\$ 15,000
179	Tiger Byte Studios, LLC	LLC Filing as Corporation	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-6/30/24	Tiger Byte Studios will continue to work on the development of a web-based interactive educational Hmong app, focusing on assessments and literacy skills. Teachers will be able to see the progress of their students and design lessons to further support student learning.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 20,000
180	Toribio Pyschological Services	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide Independentl Educntional Evaluation (IEE) for psychological assessment. \$6,000 per assessment. \$400/hour for reviewing records and nuending lhc IBP meeting. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parent/students to Vendor.	Special Education	\$ 60,000
181	Touchstone Family Development Center Inc.	Corporation	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	Provide case consultation, home visits, informal mental health assessments, group consultations, parent support groups, referrals to and collaboration with other agency service provider.	Idea Early Intervention: Spec. Ed. & Special Ed: Local	\$ 36,000
182	Tri CPR LLC	LLC	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Professional certified CPR, First Aid, Basic Life Support training services and certifications for CTE Pathways and programs teachers/students.	Strong Workforce Program	\$ 49,501
183	Tulare County Office of Education	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	Tulare County Office of Education will partner with Fresno Unified in the development of an Internship Credential Program to support Alternative Certification Candidates employed in hard to fill areas in Fresno Unified.	IASA: Title I Basic Grants Low	\$ 65,000
184	United Sound, Inc.	Corporation	Heather Kuyper-McKeithen	Bryan Wells	Natasha Baker	N	VAPA (Art Education Department)	8/14/23-6/6/24	United Sound will provide teacher and student training modules and materials for the music mentorship program at seven comprehensive high schools, as well as weekly music classes for 20 ALPS classes.	Elementary Music	\$ 28,300
185	United We Lead Foundation	Corporation	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	10/14/23-12/2/23	Program description: This Saturday academy will focus on improving students' academic proficiency in the subject area of ELA with a focus on writing structure and its implementation of expository text. Through a series of ELA with embedded ELD virtual classes, writing labs, workshops, along with empowerment, guidance, mentoring, and 1:1 support.	IASA: Title I Migrant Ed Regular	\$ 47,050
186	Univision Television	Corporation	Nikki Henry	Nikki Henry	Nikki Henry	N	Communications Office	7/1/23-6/30/24	The annual media service contracts educate and engage parents, employees, and the community on matters such as LCAP outreach, attendance, safety, and responsible social media usage.	Expanded Student, Parent and Community Communication	\$ 20,000
187	Viridian Education LLC	LLC Filing as Partner	Rita Baharian	Rita Baharian	Natasha Baker	N	Prevention and Intervention	7/1/23-6/30/24	Provide technical support for FUSD to build capacity within the district for continued expansion of the Climate & Culture Health Report at Tier I and designing and development of Tier II & Tier III tools (previously known as SHAPE Education).	Safe & Civil Schools	\$ 35,000
188	West Ed	Other	Teresa Morales-Young	Ed Gomes	Natasha Baker	N	Teacher Development	7/1/23-6/30/24	WestEd will participate as the External Evaluator of the Teacher Quality Partnership grant. They will prepare grant evaluations as well as provide quantitative and qualitative analysis on data.	Fresno Pacific Teacher Quality Partnership Program	\$ 135,000
189	West Ed	Other	Erica Piedra	Sandra Toscano	Natasha Baker	N	English Learner Services	7/1/23-6/30/24	West Ed will provide professional learning and coaching to the EL Teachers on Special Assignment (TSA) to coherently support identified and deepen understanding of the CA ELA/ELD Framework in the following ways.	IASA: Title I Basic Grants Low Educator Effectiveness	\$ 60,000

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
190	Westport Insurance Corporation		Steven Shubin	Stacey Sandoval	Patrick Jensen	N	Benefits & Risk Management	7/1/23-6/30/24	Since July 01, 2014 the District has purchased medical stop loss insurance. This coverage is purchased to protect the Districts' health plan from the impact of individual high cost medical claims, In excess of \$2 million dollars.	Health Benefit ISF	\$ 897,954
191	Wonder Valley Ranch Resort	Corporation	Bryan Wells	Marie Williams	Bryan Wells	N	Student Engagement, G2	8/14/23-6/6-24	Wonder Valley will provide facilities, outdoor classroom experiences, and room and board for Fresno Unified sixth grade students and staff. Additionally, Wonder Valley will provide FUSD sixth grade students with an overnight outdoor education program that will reinforce science standards, language arts, social studies, conservation, and animal habitats, while developing leadership skills and positive relations between students, staff and chaperones.	Trips and Transitions	\$ 650,000
192	WorkED, Inc.	Corporation	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Career Discovery Experiences for 6th grade students that provide students opportunities to think about their future and give them more focused exposure to Career Technical Education (CTE) pathway offerings in their high school region as well as offerings at specialty high schools such as Patino School of Entrepreneurship and Duncan Plytechnic High School.	Vocational Programs: Voc & App	\$ 109,000
193	Zaner-Bloser	Other	Edith Navarro	Marie Williams	Ed Gomes	N	Curriculum & Instruction	7/1/23-6/28/24	Provide professional learning on fostering culturally proficient safe learning spaces and feel empowered to facilitate challenging conversations focused on Secondary ELA/HSS teachers.	Elementary and Secondary School Emergency Relief III (ESSER)	\$ 47,700

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Annual Agreements for the 2023/24 School Year – Supplemental Report

**ITEM DESCRIPTION:** Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include the following categories:

- Leadership Development
- Opportunities to promote arts, activities, and athletics
- Targeted Assistance:
  - Student Achievement Outcomes
  - Social Emotional Supports
- Teacher Development

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

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from voting 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.

Copies of the individual contracts are available upon request. Contracts will commence after Board approval and will end no later than June 30, 2024.

**FINANCIAL SUMMARY:** Sufficient funds have been budgeted in the 2023/24 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

**PREPARED BY:** Ashlee Chiarito,  
Executive Officer

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

	Vendor Name	Vendor Type	Principal/Head Approval	Instructional Supt./Executive Director	Cabinet Representative	New Vendor?	School/Dept.	Term	Description	Funding	Estimated Total
1	California State University Fresno Foundation	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	Career Technical Education	7/1/23-6/30/24	THINK program offered to all 3rd, 4th, 5th, and 6th grade students in the district through a partnership with California State University, Fresno Foundation and the Lyles Center for Innovation and Entrepreneurship.	Kids Invent	\$ 980,000
2	California State University Fresno Foundation	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	Fresno Unified High School Health Pathway students will participate in the Sports Science Institute at California State University, Fresno in partnership with the University's Kinesiology Department.	Strong Workforce Program	\$ 20,000
5	Fresno County Opportunities Commission	Non-Profit 501©	Maria Ceballo	Ed Gomes	Natasha Baker	N	Early Learning	8/1/23-6/30/24	Fresno EOC will participate in the Language Learning Project in the expansion in all settings within the agency & building capacity to support the sustainment of prof. development within the agency.	Lucille Packard Children Center Grant	\$ 25,000
6	Fresno EOC Head Start	Non-Profit 501(c)3	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	7/1/23-6/30/24	Fresno EOC Head Start 0-5 to partner with FUSD for wrap-around services at five FUSD Preschool sites.	Fresno EOC Head Start Partnership	\$ 1,396,058
8	The Foundation FCOE, Inc.	State Government	Maria Ceballos Tapia	Ed Gomes	Natasha Baker	N	Early Learning	8/1/23-6/30/24	The Foundation FCOE, Inc. will participate in the Language Learning Project including expansion across all settings within the agency & building capacity to support the sustainment.	Lucille Packard Children Center Grant	\$ 25,000
3	California State University, Fresno	State Government	Tangee Pinheiro	Tangee Pinheiro	Natasha Baker	N	Special Education	7/1/23-6/30/24	CSUF will provide five Psychologist Interns for fiscal year 2023/24.	Special Education	\$ 115,000
4	California State University, Fresno Foundation	State Government	Kristen Boroski	Jeremy Ward	Natasha Baker	N	CCR/Career Technical Education	7/1/23-6/30/24	California State University, Fresno Foundation (Foundation) through the Lyles Center for Innovation and Entrepreneurship (Lyles Center) is looking to implement the high school entrepreneurial program called Solving Tough Entrepreneurial Puzzle (STEP) at two schools in three classrooms. The STEP program was designed to give students an opportunity to explore and engage with their business ideas while strengthening their enterpreneurial mindset.	Strong Workforce Program	\$ 40,000
										Estimated Grand Total:	\$ 2,601,058



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 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 Multiyear Agreement with Adobe, Inc. for Adobe Sign Enterprise

**ITEM DESCRIPTION:** Included in the Board binders is information on the multiyear agreement with Adobe Inc. for Adobe Sign Enterprise for Education.

It is recommended that the Board approve the multiyear agreement with Adobe, Inc. for annual updates and support of the District's Electronic Signature Solution. This multiyear agreement provides discounted pricing and protections against price increases during the term of the agreement.

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

- \$90,890.74 in July 2023
- \$90,890.74 in July 2024
- \$90,890.74 in July 2025

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


**FINANCIAL SUMMARY:** Sufficient funds for the annual amount of \$90,890 are available in the Information Technology Budget.

**PREPARED BY:** David Jansen,  
Executive Director


**DIVISION:** Information Technology  
**PHONE NUMBER:** (559) 457-3560

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

**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30657

**Vendor Number**

Adobe Inc

345 Park Avenue, San Jose, CA 95110

**Vendor Name**

801-834-1214

**Address**

Kelsi Hall

**Phone Number**

**Vendor Contact**

**From:** 7/27/2023

**Through:** 7/26/2026

**Term (Duration)**

**FUSD Contract Administrator:**

David Jensen

Information Technologoy

559-457-3813

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Function-Object)**

030-0140-0885-0000-7700-5899

**Annual Cost** \$ 272,672.22

(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:**

Adobe Sign Professional Services includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on **Board of Education Agenda:** 06/21/23  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? Jun Bundle

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

*[Signature]*  
Signed

06/09/23

Date

Reviewed & approved by **Risk Management**

*[Signature]*  
Signed

6/9/2023

Date

Reviewed & approved by **Department Head**

*[Signature]*  
David Jansen (Jun 9, 2023 08:07 PDT)

6/9/2023

Signed

Date

Please return signed agreement back to (name/email) : cheng.yang2@fresnounified.org



## Adobe Sales Order

Customer FRESNO UNIFIED SCHOOL DISTRICT  
 Deal Registration ID DR3424575  
 Currency USD

### Adobe Inc.

#### Products and Services Pricing Detail:

#### Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65272755	Acrobat Sign for enterprise EDU Tier 3	Advance   Annually - In	6,178	Enterprise-Wide	27 July 2023	26 July 2026

01 Acrobat Sign for enterprise EDU Tier 3:  
 The dates set forth in the pricing table represent the best estimates of the License Term Start Date and License Term End Date but such dates will be adjusted based on the actual delivery date of login credentials to access the Products and Services. During each 12-month license period, each licensed user is permitted to send up to 100 Transactions. Transactions for a given customer account are aggregated among all licensed users, and do not carry over from one 12-month license period to the next.

#### Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
02	65310025	Acrobat Sign for ent ProSvc Subs:SVCS T3	Advance   Annually - In	1	Each Per Year	27 July 2023	26 July 2026

02 Acrobat Sign for ent ProSvc Subs:SVCS T3:  
 Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>. Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for up to two concurrent service requests at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

## Summary of Fees

	North America
Year One Fees	90,890.74
Year Two Fees	90,890.74
Year Three Fees	90,890.74
<b>TOTAL</b>	<b>272,672.22</b>

## Sales Order Terms and Conditions

- All Products and Services are provided under the version of the Adobe Enterprise Licensing Terms as of the date Customer executes this Sales Order and available here: <http://www.adobe.com/legal/terms/enterprise-licensing.html>, including the General Terms and the applicable Product Specific Licensing Terms (collectively, the "Agreement").
- Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. All pricing and discounts described in this Sales Order are contingent upon Customer's execution and return of this Sales Order no later than 14 July 2023 (unless countersigned by Adobe).
- Adobe will issue invoices for all fees annually in advance and in accordance with the billing cycle noted in the Products and Services Pricing Detail section. Payment terms are net 30 days from the date of invoice.
- The following capitalized terms are defined as follows:
  - "Enterprise" means the entirety of Customer's organization, including its Affiliates that meet the education eligibility criteria for Adobe's education programs described at <https://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html> (for primary or secondary educational institutions) or <https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html> (for postsecondary educational institutions), but excludes any divested entities. Further, "Enterprise" specifically excludes Customer's organization and operations within certain nations that have service or functionality limitations as identified in the applicable PSLT.
  - "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
  - "Faculty Member" means a then-current employee or independent contractor of the Enterprise whose primary job duties consist of providing educational instruction to students.
  - "Staff Member" means a then-current employee of the Enterprise that provides administrative support to the Enterprise's educational operations to faculty.
  - "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study conducted by Enterprise.
- For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 6,178 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is ; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 6,178. If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products



and Services Pricing Detail and pro-rated through the end of the then current License Term.

6. This section governs Customer's use of any named user offering for primary and secondary ("K-12") Students ("Offering").

**6.1 Deployment of the Offering: Enterprise IDs or Federated IDs Only.**

Customer may only deploy the Offering using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential to ensuring Adobe can meet its student privacy commitments to Customer and that Adobe does not track or market to Student users. Use of Enterprise or Federated IDs also ensures Customer retains control over the applications and services available to K-12 Students and the files and data K-12 Students store. Any assignment of an individual Adobe ID to a K-12 Student nullifies any representation or warranty Adobe makes regarding the use and protection of K-12 Student data, and Customer must defend and indemnify Adobe for any Student privacy or other claims related to Customer's license deployment using an Adobe ID for the Offering. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

**6.2 Compliance with Law and Obligations.**

(A) **FERPA Compliance.** Adobe will be designated as a "school official" as defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

(B) **COPPA Compliance.** If Customer is located in the United States, Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), including obtaining verifiable parental consent for collection of Student personal information in the Offering for any child under the age of 13 and in any other Adobe application that Customer allows K-12 Students to access ("Parental Consent").

**6.3 Special Terms for Other Jurisdictions.** Certain other jurisdictions located around the world may have laws that require Customer to:

- (A) provide disclosures to parents regarding the collection of Student personal information in the Offering and in any other Adobe application that Customer allows K-12 Students to access;
- (B) obtain Parental Consent, including verifiable consent from parents regarding cross-border data transfers;
- (C) provide disclosures to and obtain consent from parents regarding content ownership; or
- (D) include a link to Adobe's Privacy Policy (<https://www.adobe.com/privacy/policy.html>) in any parent notification or consent request Customer provides.

Customer is responsible for ensuring that Customer can use the Offering consistent with Customer's local laws. Information about how Adobe collects, uses, and discloses personal information collected from Students in connection with the Offering is set forth in Adobe's Privacy Policy: <https://www.adobe.com/privacy/policy.html>. Adobe is Customer's data processor and Customer is the data controller in connection with the collection of Student personal information in the Offering and in any other Adobe application that Customer allows K-12 Students to access.

7. Purchase Order (PO) required? Yes → tick: {{ [ ] }} If this box is not ticked, Adobe may invoice directly using the Adobe Agreement Number as the reference number on any applicable invoices.

By signing below, each Party acknowledges that it has carefully read and fully understands this Agreement and each agrees to be bound by this Agreement. This Agreement becomes effective upon the date of the last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective Parties to the terms of this Agreement.

**Adobe Inc. (ADUS)**  
345 Park Avenue,  
San Jose, CA 95110, United States

  
Thu Tran (Jun 9, 2023 12:15 PDT)

Authorized Signature

Thu Tran

Print Name

Manager, Order Management

Title

Jun 9, 2023

Date

**FRESNO UNIFIED SCHOOL DISTRICT**  
2309 TULARE ST,  
FRESNO, CA 93721-2205 UNITED STATES


Authorized Signature

Print Name

Title

Date

Purchase Order Number :  
ECC ID Number: 0001538787 1538787

  
6/9/2023  
Approved as to form,  
Stacey A. Sandoval - Executive Director, Risk Management

#### North America

<b>End User : 1538787</b>	<b>Bill-To: 0001538787</b>	<b>Deploy-To :</b>
FRESNO UNIFIED SCHOOL DISTRICT 2309 TULARE ST FRESNO, CA, 93721-2205 UNITED STATES	FRESNO UNIFIED SCHOOL DISTRICT 2309 TULARE ST FRESNO, CA, 93721-2205 UNITED STATES	FRESNO UNIFIED SCHOOL DISTRICT 2309 TULARE ST FRESNO, CA, 93721-2205 UNITED STATES
	Invoicing Contact Name: Contact Email: ashley.aouate@fresnounified.org	Customer Admin Name: Tami Lundberg Contact Email: tami.lundberg@fresnounified.org

#### Instructions for Signed Agreements:

<http://wwwimages.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf>

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-21**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Grant with Next Gen Personal Finance**

**ITEM DESCRIPTION:** Included in the Board binders is a grant with Next Gen Personal Finance to support California students access to, and engagement with, high-quality personal finance curriculum. Next Gen Personal Finance (NGPF), in partnership with the California Department of Education, has offered the California Access to Financial Education (CAFÉ) grant program to the five largest public-school districts in California. The three-year grant enables districts to hire a personal finance specialist, receive personal finance curriculum resources and consulting support, and provide professional development to increase student access to financial literacy education. The grant provides \$130,000 per year for three years.

As part of the grant application process, the Curriculum, Instruction and Professional Learning team has established goals alongside NGPF to incorporate standards-aligned, personal finance education and real-world tasks within current curricula such as Algebra and further develop personal finance courses in support of key financial literacy outcomes for students. Implementation of this grant will foster collaboration between district partners and family and community toward future success and financial gain for our students.

Fresno Unified School District has been awarded the grant from NGPF and will use the funds to hire a Personal Finance Teacher on Special Assignment.

**FINANCIAL SUMMARY:** The average cost of a TSA is \$150,000. The CAFÉ Grant will cover \$130,000 of this cost leaving a district cost of \$20,000 per year.

**PREPARED BY:** Edith Navarro, Administrator,  
Marie Williams Ed.D., Instructional Superintendent

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

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

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

## Vendor Number

Next Gen Personal Finance

PO Box 218 Palo Alto

## Vendor Name

7135611541

## Address

Tori Mansfield

## Phone Number

## Vendor Contact

From: 7/1/2023

Through: 6/30/2026

## Term (Duration)

## FUSD Contract Administrator:

Ryan Coe

Curriculum, Instruction and Pr 559-457-3913

Name

Site/ Dept

Telephone number

## Budget (Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ 0.00

Please choose an option

**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:

Via the California Access to Financial Education (CAFE) Grant, Next Gen Personal Finance is providing Fresno Unified School District \$130,000 per year over a three-year period and implementation consultation to support the access and effective use of Personal Finance curriculum and financial literacy for secondary students. The grant money will be used to hire a Personal Finance Teacher on Special Assignment (TSA) who will engage the work alongside teachers and students. The TSA cost for a 194 day position is estimated at \$150,000. Therefore, district incurs a yearly cost of \$20,000 for the TSA.

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: 06/21/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*RB*

5/31/2023

Signed

Date

Reviewed & approved by Risk Management

Signed

Date

Reviewed & approved by Department Head

Signed

Date

Please return signed agreement back to (name/email) : Ryan Coe/ryan.coe@fresnounified.org.





Ryan Coe, Secondary Director  
Curriculum, Instruction and Professional Learning  
Fresno Unified School District  
2309 Tulare St.  
Fresno, CA 93721

May 30th, 2023

Dear Ryan,

Next Gen Personal Finance is excited about the opportunity to partner with FUSD on the CAFE grant program! Knowledge is power and this grant will ensure that more students in your district get access to the essential financial skills to thrive in the future before they cross that graduation stage.

Here are the details of the grant:

- **Name of grant:** CAFE Grant
- **Purpose of grant:** To further enhance the personal finance/financial literacy program and activities for students in Fresno Unified School District
- **Amount of grant:**
  - Year 1: \$130,000
  - Year 2: \$130,000
  - Year 3: \$130,000
- **Use of funds:**
  - Personal Finance Specialist role
  - Grant spent at your discretion, excluding curriculum resources and professional development which require approval of funder, Next Gen Personal Finance.
- **Term of grant:** Up to 3 years; renewable annually upon successful completion of goals and objectives

Additional details of the grant can be found in [FUSD's CAFE Grant Agreement & Outline](#). Thank you again for your leadership and commitment to the financial education of students in your district.



Regards,

*Tim Ranzetta*

Tim Ranzetta, Co-founder, Next Gen Personal Finance

Next Gen Personal Finance



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-22**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Letter of Intent and Lease Agreement with Civic Center Square, Inc.

**ITEM DESCRIPTION:** Included in the Board binders are the Letter of Intent (LOI) and Lease agreement with Civic Center Square, Inc. Due to the growth of the new district-supported non-profit organization, The Foundation for Fresno Unified Schools, and the Office of Engagement and External Partnerships, additional space is needed for staff and programs in order to effectively steward significant donations and increase student impact through expanded scholarships and new programs. The office space is 3,333 square feet, furnished, adjacent to the Education Center, and is offered at \$1.75 per square foot - well below comps. Year one is \$5,833 per month, year two is \$6,003 per month, year three is \$6,188 per month.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$216,348 (over 3 years) are available in the Office of Engagement & External Partnerships Budget.

**PREPARED BY:** Wendy McCulley,  
Chief of Engagement & External Partnerships

**DIVISION:** Office of Engagement & External  
Partnerships  
**PHONE NUMBER:** (559) 457-3885

**CABINET APPROVAL:** Wendy McCulley,  
Chief of Engagement & External Partnerships

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# CIVIC CENTER

S Q U A R E

*Revitalizing Downtown Since 1973*

June 1, 2023

Mr. Mike Kunkle  
Foundation for Fresno Unified Schools  
2309 Tulare Street, 2nd Floor, Room 214  
Fresno, CA 93721

RE: Proposal to Lease - Foundation for Fresno Unified Schools at Civic Center Square,  
906 'N' Street, Suite 115

Dear Mike:

Pursuant to our discussions, Civic Center Square, Inc. is pleased to make the following proposal to lease office space at Civic Center Square.

Landlord: Civic Center Square, Inc., a California corporation.

Tenant: Foundation for Fresno Unified Schools.

Premises: Suite 115, 906 'N' Street, Fresno, California (the "Building") at Civic Center Square and consisting of 3,333 rentable square feet, as shown on Exhibit A (the "Premises").

Use: General Office

Term: Three (3) years following the Rent Commencement Date, plus any partial month if the Rent Commencement Date falls on a date other than the first of a month.

Term Commencement Date: The date Landlord delivers possession of the Premises to Tenant. The tentative Term Commencement Date is on or before September 1, 2023.

Rent Commencement Date: The date Landlord delivers possession of the Premises to Tenant.

Condition of Premises: Premises are to be delivered by Landlord to Tenant in an as-is condition, including all office furnishings located in the Premises as of the date hereof. Landlord to clean Premises including the carpets and touch up paint as necessary.

Work required for Tenant's use of the Premises, including low-voltage cabling and terminations, installation of servers, computers and related hardware, audio/visual equipment, security alarms, furniture and fixtures, is Tenant's Work.

**Base Rent:** Beginning on the Term Commencement Date, Base Monthly Rent for the Term shall be in accordance with the following schedule:

Year	Rent/Month
1	\$5,833.00
2	\$6,008.00
3	\$6,188.00

**Option to Extend:** Tenant shall have one (1) Option(s) to extend the Term for an additional three (3) years. Base Monthly Rent for the Option Term shall be in accordance with the following schedule:

Year	Rent/Month
1	\$6,374.00
2	\$6,565.00
3	\$6,762.00

**Advance Rent:** Concurrently with lease execution, Tenant will pay to Landlord an amount equal to the first month's rent which shall be applied in the first full month that rent becomes due.

**Security Deposit:** Concurrently with lease execution Tenant will pay to Landlord an amount equal to the last month's rent as a security deposit.

**Lease Type:** Lease is to be a Modified Gross Lease wherein Tenant's Base Rent payment includes all Operating Costs, including janitorial service within the Premises, except monthly utilities (gas and electricity serving the Premises). As additional rent Tenant shall pay to Landlord monthly in arrears, together with Monthly Base Rent, Tenant's Proportionate Share of Landlord's actual cost of gas and electricity serving the Premises, including charges incurred to reduce the actual cost of electricity. Commencing with the first calendar year following the Base Year, and annually thereafter, Tenant shall pay Tenant's Proportionate Share of any increase in Operating Costs (excluding PG&L) over the applicable Base Year.

**Base Year:** 2023

**Tenant's Proportionate Share:** 17.68%

**Parking:** THREE (3) exclusively assigned parking spaces adjacent to the Building are included in the rent. Additional parking is available in Landlord's surface lots for the posted rate for tenants of Civic Center Square, currently \$70.00/space/month. (Non-tenants currently pay \$85.00).

Visitor parking is available adjacent to the Building. Tenant may also contact LAZ Parking, the parking garage operator, as to availability of parking in the structure, and discounted validated parking for visitors.

**Tenant's Future  
Expansion.**

After Tenant has been in occupancy in the Premises for twenty-four (24) months or more, Tenant may make a written request to Landlord to allow tenant to expand into larger premises ("Expansion Premises") within Civic Center Square. In such event, if suitable Expansion Premises are available within Civic Center Square, and if Landlord and Tenant agree on the terms of a lease for such Expansion Premises, then in that event, Landlord will agree to the termination of this Lease in favor of a new lease for the Expansion Premises. In no event shall the lease for such Expansion Premises have a lease term of less than five (5) years.

The foregoing is a lease proposal and is not all-inclusive but comprises a summary of the general business terms which both parties require. Your concurrence will not bind either party to a lease until such time as a full lease document incorporating the agreed upon terms has been executed and delivered by both parties.

Upon receipt of an executed copy of this letter, Landlord will prepare the Lease for your review and execution. We are pleased to make this lease proposal and are very pleased at the prospect of your tenancy at Civic Center Square.

Sincerely,



Michelle Tuttle

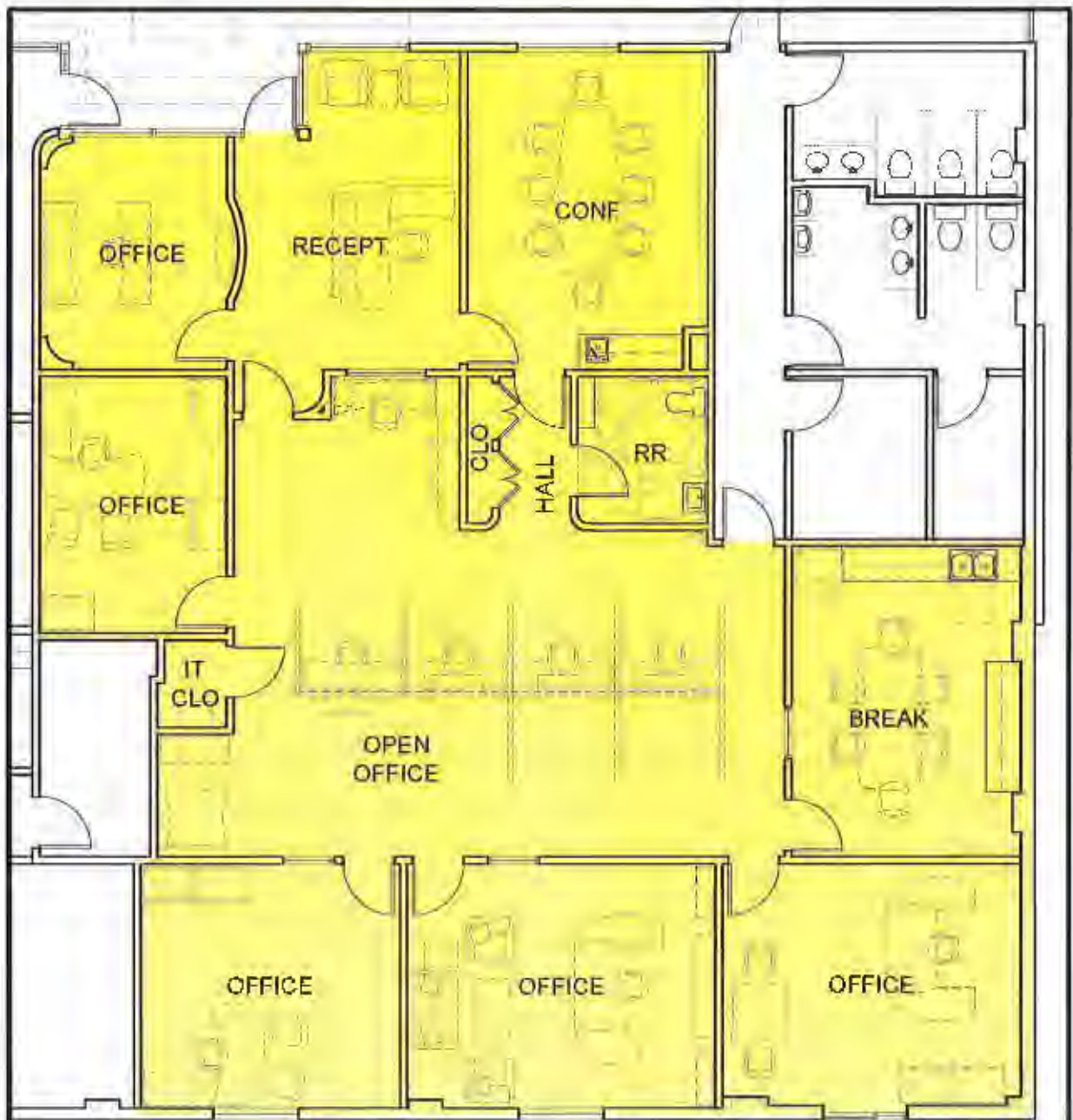
Acknowledged and agreed:

Wendy McCulley



EXHIBIT 'A'

PREMISES



BUILDING - SUITE

BLDG 906 - SUITE 115

SQUARE FOOTAGE

3,333 SF - RENTABLE



906 N Street Suite #200 Fresno, CA 93721  
Ph: (559) 485-4700 Fax: (559) 485-1150

906 N Street  
Fresno, CA 93721

SCALE

1/8"=1'-0"

DATE

10.06.2022



**906 'N' Street  
Fresno, California**

## **Office Lease**

**Tenant:**

**Foundation for Fresno Unified Schools**  
a California non-profit public benefit corporation

**Landlord:**

**Civic Center Square, Inc.**  
a California Corporation

Lease Date: \_\_\_\_\_

**Premises Address: 906 'N' Street, Suite 115**



**DUPLICATE ORIGINAL**

**LEASE AGREEMENT**

**BASIC LEASE PROVISIONS**

The undersigned hereby agree to the following terms of this Summary of Basic Lease Terms (the “Summary”). This Summary is hereby incorporated into and made a part of the attached Office Lease. This Summary, the attached Office Lease and Exhibits there- to, and the attached Addendum to Lease, if any, shall collectively be referred to as the “Lease” and the attached Office Lease, Exhibits and Addendum to Lease, if any, shall be collectively referred to as the “Office Lease”. Each reference in the Office Lease to any term of this Summary shall have the meaning set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Office Lease, the terms of the Summary shall prevail. Any capitalized terms used herein and not otherwise de- fined herein shall have the meanings set forth in the Office Lease.

- 1.     Date: \_\_\_\_\_
  
- 2.     Landlord:           CIVIC CENTER SQUARE, INC.,  
                              A California corporation
  
- 3.     Tenant:            FOUNDATION FOR FRESNO UNIFIED SCHOOLS  
                              a California non-profit public benefit corporation
  
- 4.     Premises (Article 1):
  - a.     Building:       That certain parcel of land identified as Fresno County As-  
                              sessor Parcel Number 468-184-30 with improvements  
                              thereon (collectively the “Building”), consisting in part of a  
                              2 story office building, commonly known as 906 N Street,  
                              Fresno, California, 93721, located within the project known  
                              as Civic Center Square.
  
  - b.     Premises:       Approximately 3,333 rentable square feet of space located  
                              on the first floor of the building designated as Suite 115, as  
                              shown on Exhibit “A” attached hereto.
  
- 5.     Lease Term (Article 2):
  - a.     Term Length:   Three (3) years following the Rent Commencement Date,  
                              plus, if the Rent Commencement Date is not the first day of  
                              a calendar month, the partial calendar month including and  
                              immediately following the Rent Commencement Date (as  
                              set forth in Section 6.b of this Summary).
  
  - b.     Term Commencement  
          Date:           The date on which Landlord delivers possession of the  
                              Premises with Landlord’s work substantially complete.
  
  - c.     Termination  
          Date :          Three (3) years following the Rent Commencement Date.
  
  - d.     Option(s) to  
          Extend:        Tenant shall have one (1) Option to extend the Term for  
                              three (3) years in accordance with provisions set forth in  
                              Article 3.022.2 of this Lease at the Option Monthly Base  
                              Rent as set forth in Exhibit G attached hereto.
  
- 6.     Base Rent (Article 3):
  - a.     Base  
          Rent:           Monthly Base Rent throughout the Term shall be as set  
                              forth in the following schedule:

Year	Rent/Month
1	\$5,833.00
2	\$6,008.00
3	\$6,188.00

- b.

Rent Commencement

Date:
The “Rent Commencement Date” is the first day of the first month in which Tenant is due to pay rent (following the rent abatement period).

The Tentative Term Commencement Date shall be September 1, 2023. The Term Commencement Date, the Rent Commencement Date and the Expiration Date of this Lease shall be set forth in Landlord’s Notice of Certain Term Dates, which shall be in the form set forth in Exhibit “B” and shall be delivered to Tenant by Landlord promptly following the determination of the Rent Commencement Date.
- c.

Escalations:

Shall be as set forth in the Rent Schedule in subparagraph (a) above.
7.

Security Deposit (Article 5):

Concurrently with lease execution, Tenant is paying to Landlord an amount equal to the last month’s rent Six Thousand One Hundred Eighty-Eight and NO/100 Dollars (\$6,188.00). Landlord’s signature herein below acknowledges receipt of this payment.
8.

Advance Rent (Article 3):

Concurrently with lease execution, Tenant is paying to Landlord an amount equal to the first month’s rent in the sum of Five Thousand Eight Hundred Thirty-Three and NO/100 Dollars (\$5,833.00) which shall be applied to the Monthly Base Rent due for the first full month following the Rent Commencement Date. Landlord’s signature herein below acknowledges receipt of this payment.
9.

Use (Article 6):

General Office
10.

Operating Expenses (Article 4) and Utilities (Article 7):

This is a Modified Gross Lease wherein Tenant’s Base Rent payment includes all Operating Costs, except monthly utilities (gas and electricity serving the Premises). As Additional Rent Tenant shall pay to Landlord monthly in arrears, together with Monthly Base Rent, Tenant’s Proportionate Share of Landlord’s PG&E bill deriving from the electrical and gas meters serving the Building, including charges incurred to reduce the actual cost of electricity. Tenant shall pay its proportionate share of the monthly PG&E bill beginning with the Term Commencement Date.

Commencing with the first calendar year following the Base Year, and annually thereafter, Tenant shall pay Tenant’s Proportionate Share of any increase in Operating Costs (excluding PG&E serving the Premises) over the applicable Base Year.
- a.

Tenant’s Proportionate Share:

17.68%

b. Base Year: 2023

11. Landlord’s Work and Delivery of the Premises:

Landlord’s work is as described in Exhibit “C” attached hereto and incorporated herein by this reference. Delivery of the Premises shall occur upon Substantial Completion of Landlord’s Work.
12. Parking (Article 25):

Three (3) parking spaces in the adjacent parking lot on the east side of the building are included with the Premises and are included in the rent. Additional spaces may be made available for employees of Tenant working at the Premises through Landlord in Lot I or II at the then published rate (currently \$70.00 per month). Tenant may contact LAZ Parking directly regarding the availability of parking in the N Street Parking Pavilion, and purchasing validation stamps to provide discounted visitor parking in the N Street Parking Pavilion.
13. Guarantor(s) (Article 26):

N/A
14. Broker(s) (Article 28.12):

Tenant represents, warrants, acknowledges and agrees that it has dealt with no commercial real estate broker other than Fortune Associates in connection with this Lease.
15. Address of Landlord and Tenant:

a. Tenant:

Foundation for Fresno Unified Schools  
906 N Street, Suite 115  
Fresno, California 93721  
Attn: \_\_\_\_\_

and

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

b. Landlord:

Civic Center Square, Inc.  
906 N Street, Suite 200  
Fresno, California 93721  
Attn: Michelle T. Tutelian

/

/

/

/

/

/

/

/

The forgoing terms of this Summary are hereby agreed to by Landlord and Tenant.

“LANDLORD”

“TENANT”

**CIVIC CENTER SQUARE, INC.**

**FOUNDATION FOR FRESNO  
UNIFIED SCHOOLS**

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

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

Its:\_\_\_\_\_

Its:\_\_\_\_\_

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

Its:\_\_\_\_\_

If Tenant is a Corporation, this Lease shall be signed by the Chairman of the Board, the President or any Vice President, and the Secretary, Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation; or Tenant shall provide Landlord, concurrently with a duly adopted Resolution of the Corporation’s Board of Directors, in accordance with its Articles of Incorporation and By-Laws.

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**EXHIBIT LIST**

Exhibit “A”	Floor Plan of Premises
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Exhibit “C”	Landlord’s Work Letter (Tenant Improvements)
Exhibit “D”	Rules and Regulations
Exhibit “E”	(Form of) Estoppel Certificate and Subordination, Nondisturbance and Attornment Agreement
Exhibit “F”	(Form of) Guaranty
Exhibit “G”	Addendum

**DUPLICATE ORIGINAL**

**OFFICE LEASE**

THIS OFFICE LEASE, which includes the preceding Summary of Basic Lease Provisions (the “Summary”) attached hereto and incorporated herein by this reference (the Office Lease and Summary are sometimes hereinafter collectively referred to herein as the “Lease”), dated as of the date set forth in Section 1 of the Summary is made by and between **CIVIC CENTER SQUARE, INC.**, a California corporation (“Landlord”), and **FOUNDATION FOR FRESNO UNIFIED SCHOOLS**, a California non-profit public benefit corporation (“Tenant”).

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants contained herein on the part of Tenant and Landlord, the parties hereto agree as follows:

**ARTICLE 1 PREMISES, BUILDING AND COMMON AREAS**

**1.1 Premises.**

Upon and subject to the terms set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises set forth in Section 4.b of the Summary. The Premises are a part of the Building set forth in Section 4.a of the Summary. By occupying the Premises, Tenant acknowledges that the Premises are acceptable and as agreed upon. Landlord hereby advises Tenant that the Premises have not been inspected by a Certified Access Specialist (“CASp”). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Landlord may not prohibit a lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

**1.2 Common Areas.**

Tenant shall have the non-exclusive right to use in common with other tenants in the Building, and subject to the Rules and Regulations referred to in Article 20 of this Lease, those portions of the Building provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Building, whether or not those areas are open for use by the general public. “Common Area” shall include all areas outside the Premises and the premises of other tenants of the Building, but within the exterior boundaries of the Building, including without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public restrooms, stairways, roofs walls, plazas, malls, and parking areas.

**1.3 Landlord’s Use and Operation of the Building and Common Areas.**

Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas and walkways, and (iii) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of sound business judgment, reasonably deem to be appropriate.

**ARTICLE 2 LEASE TERM**

**2.1 Initial Term.**

The term of this Lease (the “Term”) shall be as set forth in Section 5.a of the Summary, shall commence on the Term Commencement Date as set forth in Section 5.b



of the Summary, and shall terminate as set forth in Section 5.c of the Summary (the "Expiration Date") unless this Lease is sooner terminated as hereinafter provided. The term "First Lease Year" as used herein shall mean the twelve month period of time beginning with the first day of the first full calendar month following the Term Commencement Date, unless the Term Commencement Date occurs on the first day of a month in which case the First Lease Year will be the first year of the Term beginning with the Term Commencement Date. The term "Lease Year" as used herein shall mean each consecutive twelve (12) month period of time beginning with the first full day of the first full calendar month following the Term Commencement Date. The Term Commencement Date, Rent Commencement Date and Expiration Date of the Lease shall be set forth in Landlord's Notice of Lease Term Dates, which shall be as set forth in Exhibit "B" and shall be delivered to Tenant by Landlord promptly following the determination of the Term Commencement Date. For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction, as reasonably determined by Landlord, of the "Tenant Improvements" as that term is defined in Exhibit "C", with the exception of any punch list items and any tenant fixtures, work-stations, or equipment to be installed by Tenant in the Premises (the "Tenant Work").

## 2.2 Option to Extend Term.

If Tenant is given the option to extend the Term as may be set forth in Paragraph 1.01 of the Lease then such extension shall be in accordance with all the provisions contained in this Lease, except for Base Annual Rent under the provisions of Article 3 herein, following expiration of the initial Term ("Option Term"), by giving notice of exercise of the intent to exercise the option ("Option Notice") to Landlord at least one hundred and eighty (180) days before the expiration of the current Term; provided, however, at Landlord's election; if Tenant is in default on the date of giving the Option Notice or if Tenant has been in default at any time prior to the date of giving the Option Notice, the Option Notice shall be without force or effect, or if Tenant is in default on the date the Option Term is to commence or if Tenant has been in default at any time prior to the date the Option Term is to commence, the Option Term shall not commence and this Lease shall expire at the end of the initial Term. If an Option Notice is not properly given, or if a renewal Option is not exercised properly by Tenant, all subsequent Options to renew the Term of this Lease, if any, thereupon shall expire and be null and void for all purposes hereunder. If the Option to renew hereunder is properly exercised by Tenant, the Term of this Lease shall then be deemed to include the Option period for which the option has been properly exercised.

2.2.1 Base Annual Rent During Option Term. If Base Rent during the Option Term is not set forth in Exhibit "G", Addendum, or is not specified as Fair Market Rent, then upon receipt of the Option Notice, Landlord and Tenant shall attempt to negotiate the Base Rent payable during the Option Term. If Landlord and Tenant cannot agree to such Base Annual Rent payable during the Option Term within ninety (90) days before the expiration of the initial Term, this Lease shall expire at the end of the initial Term. If the parties agree on the Base Rent for the Option Term before such time, they shall immediately execute an amendment to this Lease stating the Base Rent. If rent for the Option Term is per the terms of this Lease to be at Fair Market Rent, then in that event, rent for the Option Term shall be determined in accordance with the procedure set forth below, otherwise this Lease shall expire at the end of the then current term. The results of the procedure below notwithstanding, the Base Rent in the first year of the Option Term shall not be less than ninety-seven percent (97)% of the Base Rent in the immediately preceding year.

2.2.2 Determination of Fair Market Rent. Prior to the ninetieth (90<sup>th</sup>) day before Term Expiration, Landlord and Tenant shall each have submitted to the other party their determination of Fair Market Rent for the first year of the Option Term. If the higher Determination is not more than one hundred five percent (105%) of the lower Determination, then the Fair Market Rent shall be the average of the two Determinations. Otherwise, within ten (10) days after the parties exchange Landlord's and Tenant's Determinations, the parties shall each appoint an arbitrator who shall be a licensed California real estate broker with at least ten (10) years' experience in leasing commercial office space similar to the Building in the Fresno area immediately prior to his or her appointment, and be

familiar with the rentals then being charged in the Building and in Comparable Buildings. Within ten (10) days following their appointment, the two arbitrators so selected shall appoint a third, similarly qualified, independent arbitrator who has not had any current or prior business relationship with either party (the "Independent Arbitrator"). Within five (5) days following notification of the identity of the Independent Arbitrator so appointed, Landlord and Tenant shall submit copies of Landlord's Determination and Tenant's Determination to the three arbitrators (the "Appraisal Panel"). The Appraisal Panel shall, by majority vote, select either Landlord's Determination or Tenant's Determination as the Fair Market Rent for the applicable Extension Term, and shall have no right to propose a middle ground or to modify either of the two proposals or the provisions of this Lease. In no event will the Base Rent for the first year of an Extension Term be less than ninety-seven percent (97%) of the Base Rent in the year immediately preceding such Extension Term, nor will the Base Rent for the Option Term be greater than 105% of the higher Determination. Beginning with the second year of any Extension Term and each year of the Term thereafter the Base Rent shall be adjusted annually in accordance with the Consumer Price Index – All Urban Consumers (CPI-U). The Appraisal Panel shall render a decision within thirty (30) days after appointment of the Independent Arbitrator. The decision of the Appraisal Panel shall be final and binding upon the parties. Each party shall pay the fees and expenses of the arbitrator designated by such party, and one-half of the fees and expenses of the Independent Arbitrator.

2.2.3 If the Fair Market Rent is not determined prior to commencement of the applicable Extension Term, Tenant's monthly payments of Base Rent shall continue at the then current rate. Within thirty (30) days following determination of the Fair Market Rent, Tenant shall pay to Landlord, or Landlord shall pay to Tenant, the amount of any deficiency or excess, as the case may be, in the Base Rent previously paid by Tenant.

### **ARTICLE 3 RENT**

#### **3.1 Base Rent.**

Tenant shall pay in lawful money of the United States, without notice or demand, to Landlord at Landlord's place of business, or at such place as Landlord may from time to time designate in writing, Base Rent ("Base Rent") as set forth in Section 6.a of the Summary, payable in equal monthly installments in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever. Should the Term commence on any day other than the first day of the month or if any payment of Rent is for a period which is shorter than one month, the Rent due for any fractional month shall be prorated on a thirty (30) day month and shall be payable on the first day of the immediate succeeding calendar month.

#### **3.2 Late Charge.**

Tenant acknowledges that Landlord incurs significant administrative interest and other charges if rent is not timely paid. Accordingly, a late charge of One hundred and No/100 Dollars (\$100.00) is due and payable if Base Annual Rent is not received by Landlord by the fifth (5<sup>th</sup>) business day of each month.

#### **3.3 Rental Adjustment.**

The Base Annual Rent shall be subject to an annual upward adjustment as set forth in Section 6.c of the Summary.

### **ARTICLE 4 OPERATING COSTS**

#### **4.1 Tenant's Obligation to Pay Tenant's Proportionate Share of Operating Costs.**

Commencing with the first full calendar year following the Base Year herein, in addition to the rent required to be paid under Article 3 of this Lease, Tenant shall pay as additional rent Tenant's proportionate share of the increase in Operating Costs for the Building over the Base Year as set forth in this Article 4.

## 4.2 Operating Costs.

The term “Operating Costs” shall include all of the following items:

4.2.1 Taxes and Assessments. All taxes, assessments, water and sewer charges and similar governmental or quasi-governmental charges levied on, paid in connection with or attributable to the Building, the parcel of real property on which the Building is located (collectively with the Building, the “Property”), improvements serving or contemplated to serve the Property or any portion thereof, water, sewer, improvement and other districts of which the Property or any portion thereof is a part, or the operation of any thereof.

4.2.2 Maintenance and Repair. Operating Costs incurred by Landlord in maintaining, repairing and operating the Property or any portion thereof, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance premiums and similar charges paid or incurred by Landlord in connection with the Property, any portion thereof, any events or circumstances related thereto and any perils arising in connection with any thereof, in each case for which Landlord or its insurance consultants deem insurance coverage or other protection to be desirable or appropriate; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons (whether employees or independent contractors) who perform duties connected with the operation, maintenance, repair and replacement of the Property and each portion thereof, and equipment, improvements and facilities located within the Property or any portion thereof, including without limitation engineers, janitors, sweepers, plumbers, electricians, handymen, engineers, painters, floor waxers, window washers, trash collectors, snow and ice removers, security and parking personnel and gardeners; (6) management of the Property and each portion thereof, whether managed by Landlord or an independent contractor; (7) personal property, including rental expenses for and personal property taxes and assessments levied on or with respect to personal property, that is used in the maintenance, operation or repair of the Property or any portion thereof; (8) expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental agency, instrumentality or other authority; (9) amortization of capital expenses made by Landlord to reduce costs that, but for such capital expenses, would be operating costs; (10) repairs and maintenance to the roof, roof membrane and exterior of the Building; (11) pest control for the Property; (12) repaving or resurfacing and restriping of the parking areas, walkways and other areas servicing the Building; (13) repainting or resurfacing the exterior of the Building or the interior walls or floors of the Building; (14) losses incurred in connection with (i) the Property, (ii) any portion thereof, (iii) any events or circumstances related thereto and (iv) any perils arising in connection with any thereof, to the extent such losses are not paid for by insurance policies or third parties for any reason, (15) lighting of the Common Areas, (16) providing heat, ventilation, water, gas, sewer service and air conditioning to the Property, (17) third parties engaged for the purpose of seeking reductions of property taxes, any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Property, (18) any other costs or expenses paid or incurred by Landlord in connection with the Property or any portion thereof and not directly reimbursed to Landlord by a single tenant of the Building, and (19) establishing and maintaining appropriate reserves for any and all of the foregoing items.

## 4.3 Exclusions from Operating Costs.

Operating Costs shall not include replacement of the roof of the Building, repairs or maintenance required to maintain the structural integrity of the Building (other than routine maintenance and repair of the structural elements of the Building, including warranty costs), or any other item not set forth in Section 4.2 that would not be deemed a Operating Cost under generally accepted accounting principles (except that the depreciation or amortization of each such item for any period if such item is depreciated or amortized over its useful life shall be included in operating costs for that period).

#### 4.4 Tenant's Proportionate Share.

Tenant's Proportionate Share is the percentage of Building occupied set forth in Section 10.a of the Summary.

#### 4.5 Base Year.

The Base Year shall be as set forth in Section 10.b of the Summary.

#### 4.6 Comparison Year.

The First Comparison Year shall be the first full calendar year following the Base Year. The term Comparison Year as used herein shall mean each succeeding year following the First Comparison Year.

#### 4.7 Calculation of Overages to be Paid by Tenant as Additional Rent.

At the end of each Comparison Year, beginning with the First Comparison Year, the Operating Costs for the Comparison Year shall be compared with the Operating Costs for the Base Year. Any increase in such Operating Costs of the Comparison Year over the Base Year shall be multiplied by Tenant's Proportionate Share. The result shall be Tenant's Proportionate Share of increased Operating Costs which Tenant shall pay no later than thirty (30) days after receipt from Landlord of notice thereof. Since the full rental space of the Building may not be occupied during the base period provided in the foregoing formula, the costs for such base period shall be equitably adjusted so that the amount required to be paid by Tenant as additional rent under said formula shall not impose a liability upon Tenant that does not reflect actual increase in costs, but only increases brought about by reason of increased occupancy of the Building. Amounts due under this Paragraph shall survive the expiration or other termination of the Lease and shall be payable by Tenant in all events no later than fifteen (15) days after receipt of invoice from Landlord for such overage.

#### 4.8 Disproportionate Use.

In addition to the foregoing, if Landlord reasonably determines at any time that Tenant is using any services in quantities that are greater than the normal amount of usage for premises of the size of the Premises, or Tenant otherwise is causing Landlord to pay or incur common area costs in an amount that exceeds the usage thereof that Landlord determines to be normal for premises of the size of the Premises, Tenant shall pay to Landlord the incremental amount of the excess Operating Costs occasioned by such usage, as estimated by Landlord from time to time, promptly after Landlord gives Tenant notice of Landlord's estimate or computation thereof.

### **ARTICLE 5 SECURITY DEPOSIT**

In accordance with the terms of this Lease, Landlord is holding the sum specified in Section 7 of the Summary as a security deposit on the Premises. If the Base Rent increases during the term of this Lease, Tenant shall, upon written request from Landlord, deposit additional moneys with Landlord so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Said sum shall be held by Landlord as security for covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant

(or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

## **ARTICLE 6 USE OF PREMISES**

Tenant shall use the Premises solely for general office purposes consistent with the character of the Building as a first-class office building, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit "D", attached hereto, or in violation of federal or state laws, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction, and that Tenant shall conduct its business or profession in the manner and according to the generally accepted written or unwritten code of ethics or business principles of the business or profession in which it is engaged. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Building and any amendments thereto. Tenant shall not cause or permit any "Hazardous Material," as that term is defined in Section 28.18 of this Lease to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies chemicals categorized as Hazardous material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the Term that relate to public health and safety and protection of the environment ("Environmental Laws"); and comply at all times during the Term with all Environmental Laws.

## **ARTICLE 7 UTILITY, JANITORIAL AND OTHER SERVICES**

### **7.1 Service to be Provided by Landlord.**

Landlord agrees to provide Common Area utilities (gas and electricity) water, sewer, disposal, repair and maintenance of all building systems and equipment, yard work, and five day-per-week janitorial service including supplies to the Building. Landlord shall maintain the Building in first class condition and repair, free of defects in materials and workmanship. All costs and expenses paid or incurred by Landlord in connection therewith, except gas and electric service which shall be paid by Tenant in accordance with Section 10 of the Summary, shall be included in Operating Costs pursuant to Section 4.2 of this Lease.

### **7.2 Services to be Provided by Tenant.**

At Tenant's sole cost and expense, Tenant shall arrange for its telephone service and cabling for computers and modems, and other similar services. Landlord shall cooperate with the installation of such services to the Premises.

## **ARTICLE 8 ALTERATION AND REPAIRS**

Landlord and Tenant agree that:

- a) Upon occupancy, Tenant accepts the Premises as being in a tenantable and good condition;
- b) Tenant shall take good care of the Premises and shall not alter, improve or otherwise change the Premises or any portion thereof in any respect, or permit the same to occur, without in each instance the prior written consent of Landlord, which Landlord may grant or withhold in Landlord's sole and absolute discretion;
- c) Tenant shall cause all alterations, improvements and changes that may be performed by Tenant or on Tenant's behalf to be performed (i) in a good and workmanlike manner by licensed contractors approved by Landlord in advance and with new, first-class materials, and (ii) either by or under the direction of Landlord, but at the cost of Tenant, unless otherwise provided by written agreement between Landlord and Tenant;

- d) All alterations, additions and improvements made in and affixed to the Premises shall be the property of Landlord, and shall remain upon and be surrendered with the Premises, unless Landlord otherwise directs at any time;
- e) All damage or injury done to the Premises by Tenant, or by any person who may be in or upon the Premises with or without the consent of Tenant, other than Landlord, its agents or employees, shall be repaired by Landlord and Tenant shall reimburse to Landlord on demand as additional Rent all costs and expenses paid or incurred by Landlord in connection therewith or allocable thereto; and
- f) Except for otherwise provided in Article 8(d) above, Tenant shall, at the termination of this Lease, surrender the Premises to Landlord in the same condition as that in which the Premises exist on the date hereof, ordinary wear and tear accepted.

In connection with clause (c), above, Tenant shall pay all costs for or related to work done by or for Tenant in the Premises, and Tenant shall keep the Premises and Property free of all mechanics' liens and other liens on account of work done for Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability, loss, damage, costs, attorney fees and all other expenses on accounts of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for Tenant or persons claiming under Tenant. In addition, Tenant shall keep Tenant's leasehold interest and any of those improvements to the Premises which are or become property of Landlord pursuant to this Lease free of all attachment or judgment liens. Prior to commencing any work in or to the Premises (including the supply of any labor, services or materials for the construction of improvements in the Premises), Landlord may require Tenant to provide demolition and/or lien and completion bonds from bonding companies, and in form and amount, satisfactory to Landlord. If Tenant is in default in paying any charge for which a mechanics' lien claim has been filed and Tenant has not provided a bond pursuant to *California Civil Code* Section 3143 in form and substance, and issued by a bonding company, satisfactory to Landlord or given Landlord adequate security to protect the Premises, the Property and Landlord from liability for such claim of lien, Landlord may (but shall not be required to) pay the claim and any associated costs, and the amount so paid, together with reasonable attorney fees and costs incurred in connection with such payment shall be immediately due and owing from Tenant to Landlord. Tenant shall pay the amounts so owed to Landlord with interest at the Interest Rate specified in Article 17 from the date of Landlord's payment. Landlord or its representative shall have the right to enter and inspect the Premises upon reasonable prior notice (or without notice, in the case of an actual or perceived emergency) and at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord deems proper for the protection of Landlord's interest in the Premises and Property. Tenant shall, not less than ten (10) days prior to commencing any work which might result in the filing of a lien, give Landlord written notice of its intention to so commence work in sufficient time to enable Landlord to post such notices.

Landlord may, but is not required to, enter the Premises in accordance with Article 22 herein, by pass keys or otherwise at all reasonable times and from time to time to make such repairs, alterations, improvements or additions to the Premises or to the Building, or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree, and for that purpose to erect in or about the Premises any necessary scaffolding or other temporary structures, and Landlord shall not be liable to Tenant for any damage or inconvenience thereby suffered by Tenant. Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

## **ARTICLE 9 INSURANCE**

### **9.1 Tenant Insurance.**

Tenant shall, at all times during Tenant's tenancy and at Tenant's expense, carry and maintain coverages in the following amounts:

9.1.1 Comprehensive General Liability Insurance. Comprehensive General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising of Tenant's operations, assumed liabilities or use of the Premises, including a Broad Form Comprehensive General Liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 9.6 of this Lease, for limits of liability not less than: One Million and No/100 Dollars (\$1,000,000.00) each occurrence or annual aggregate for bodily injury and property damage liability; and Two Million and No/100 Dollars (\$2,000,000.00) each occurrence or annual aggregate for personal injury liability.

9.1.2 Physical Damage Insurance. Physical Damage Insurance covering all office furniture, trade fixtures, office equipment, merchandise, improvements to the Premises originally paid for by Tenant and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, and sprinkler leakage coverage.

9.1.3 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability Insurance, with a waiver of subrogation endorsement.

## 9.2 Form of Policies.

The insurance required herein shall (i) name as an additional insured Landlord its officers, employees and agents and such other parties as Landlord, in its sole discretion, shall name; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 9.6; (iii) be insured by an insurance company having a rating of not less than A+ in Best's Insurance Guide or which is otherwise reasonably acceptable to Landlord (iv) be primary insurance as to all claims thereunder, provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Term Commencement Date and at least thirty (30) days before the expiration dates thereof.

## 9.3 Subrogation.

Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, or other similar insurance.

## 9.4 Additional Insurance Obligations.

Tenant shall carry and maintain during the entire Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 9, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord or Landlord's lender.

9.5 Tenant's Compliance with Landlord's Fire and Casualty Insurance.

Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies carried by Landlord, then Tenant shall reimburse Landlord for any such increase.

9.6 Exculpation and Indemnification.

(a) Exculpation of Landlord Parties and Indemnity by Tenant. Landlord, its officers, agents, servants, employees, and independent contractors ("Landlord Parties") shall not be liable for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant unless caused solely by the gross negligence, breach of this Lease that continues beyond applicable cure periods or willful misconduct of Landlord. Tenant shall indemnify, defend, protect, and hold harmless Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorney fees) incurred in connection with or arising from any cause in, on or about the Premises, during the Term, or either prior to, during, or after the expiration of the Term if directly or indirectly caused by Tenant's use or occupancy of the Premises, provided that the terms of the foregoing indemnity shall not apply to the gross negligence, breach of this Lease that continues beyond applicable cure periods, or willful misconduct of Landlord acting within the scope of their authority.

(b) Exculpation of Tenant Parties by Landlord. Tenant, its officers, agents, servants, employees, and independent contractors ("Tenant Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Landlord and is caused solely by the gross negligence, breach of this Lease that continues beyond applicable cure periods, or willful misconduct of Landlord.

(c) Survival. The provisions of this Article 9.6 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

**ARTICLE 10 DAMAGE AND DESTRUCTION**

10.1 Repair of Damage to Premises by Landlord.

Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to all other terms of this Article 10, use reasonable efforts to repair and restore the Premises and such Common Areas (but not Tenant's furniture, fixtures, equipment, supplies, other personal property or improvements to the Premises originally paid for by Tenant) substantially to the condition that existed immediately prior to the time of the damage (to the extent permitted by applicable laws, statutes, regulations, codes and ordinances), but only if (a) the damage shall have arisen from a peril for which Landlord then carries insurance, (b) Landlord's mortgagees of record make the proceeds of such insurance available to Landlord for the repair and restoration, (c) the proceeds so made available to Landlord are and will be sufficient, in Landlord's judgment, to complete the repair and restoration, and (d) the materials and labor required for such repair and restoration are readily available through usual commercial channels, and in that event this Lease shall continue in full force and effect. Such restoration shall be to substantially the same condition of the Premises and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or any other modifications to the Common Areas deemed desirable by Landlord, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord all insurance proceeds payable to Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided, however, that if



such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof.

#### 10.2 Landlord's Option to Repair.

Notwithstanding the terms of Section 10.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building; and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and if Landlord determines that repairs are not likely to be completed within one hundred twenty (120) days after the date of the related casualty.

#### 10.3 Waiver of Statutory Provisions.

The provisions of this Lease constitute an express agreement between Landlord and Tenant with respect to any and all damage to or destruction of, all or any part of the Premises or the Building. Any statute or regulation now or hereafter in effect, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, shall have no application to this Lease.

#### 10.4 Damage Near End of Term.

In the event the Premises or the Building is substantially destroyed or damaged so as to render the Premises substantially untenable during the last eighteen (18) months of the Term, then notwithstanding anything contained in this Article 10, Landlord shall have the option to terminate this Lease by giving written notice to Tenant within thirty (30) days of such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice. Tenant shall pay the Base Annual Rent and Additional Rent, properly apportioned up to such date of damage, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

### **ARTICLE 11 DEFAULT; REMEDIES**

#### 11.1 Tenant's Default.

The occurrence of any of the following shall constitute a default by Tenant ("Default"):

11.1.1 Failure to Pay Rent. Any failure to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, within three (3) days after written notice from Landlord to Tenant that such payment is due.

11.1.2 Failure to Perform. Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant. If the default is curable and cannot reasonably be cured within fifteen (15) days, Tenant shall not be in default upon expiration of the fifteen-day period provided Tenant diligently and in good faith commenced and has thereafter continued and does continue to cure the default to completion.

11.1.3 Abandonment. Abandonment or vacation of the Premises by Tenant.

11.1.4 Assignment for the Benefit of Creditors or Bankruptcy. To the extent permitted by law, a general assignment by Tenant or any guarantor or filing

of any proceeding under an (i) insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or (ii) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or (iii) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

11.1.5 Assignment of Lease. The hypothecation or assignment of this Lease or subletting of the Premises, or attempts at such actions, in violation of Article 14 hereof.

If a notice and grace period required under this Article 11.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Tenant under the unlawful detainer statute shall also constitute the notice required by this Article 11.1. In such case, the applicable grace period required herein and the unlawful detainer statute shall run concurrently, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by statute.

## 11.2 Landlord's Remedies Upon Default.

Upon the occurrence of any event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

11.2.1 Tenant's Right to Possession Not Terminated. Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

During the period Tenant is in Default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses or remodeling the Premises required by the reletting, and like costs and interest thereon at the maximum statutory rate. Reletting can be for a period shorter or longer than the remaining Term. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Section 11.2 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

11.2.2 Termination of Tenant's Right to Possession. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

- a) The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease;
- b) The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount

of the loss of rent that Tenant proves could have been reasonably avoided;

c) The worth, at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

d) Any amount, including attorney fees and costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

11.2.3 Rent and the Worth at the Time of Award Defined. The term "rent" as used in this Section 11.2.3 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Section 11.2.2 (a) and (b) above, "the worth, at the time of the award," shall be computed by allowing interest at the rate set forth in Article 17 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Section 11.2.2 (c) above, "the worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

### 11.3 Appointment of a Receiver.

If Tenant is in Default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent from Tenant's accounts receivable. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

### 11.4 Landlord's Right to Cure Tenant's Default.

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations or Default under this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant (except in the case of an emergency), make any such payment or perform any such act on Tenant's part without waiving its rights based upon any Default of Tenant and without releasing Tenant from any obligations hereunder.

11.4.1 Tenant's Reimbursement. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate set forth in Article 17 of this Lease from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be Additional Rent.

### 11.5 Inducement Recapture.

Any agreement by Landlord for free or abated Rent or other charges, or for the giving or paying by Landlord to or for the benefit of Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, or any other concessions of Rent or other charges hereafter given in writing by Landlord to Tenant, all of which concessions are hereinafter referred to as "Concession Provisions," are conditioned upon Tenant, during the Term, or any extension or renewal thereof, not being in default under this Lease beyond any applicable notice and cure period. Upon the occurrence of a default by Tenant beyond applicable notice and cure periods, any rent (whether Base Rent or Additional Rent), other charge, bonus, inducement, or consideration abated, given, or paid by Landlord under such a Concession Provision shall be due and payable by Tenant to Landlord within five (5) days following written notice to Tenant from Landlord and recoverable by Landlord as Additional Rent due under this Lease, notwithstanding any subsequent cure by Tenant. The acceptance by Landlord of rent or the cure of the default which initiated the operation of this Paragraph shall not be deemed

a waiver by Landlord of the provisions of this Paragraph unless specifically so stated in writing by Landlord at the time of such acceptance. For any months of abated rent not yet past, the abated rent shall thereafter be due and payable as it accrues, as if such rent had neither been reduced, conceded nor abated under Terms of this Lease.

## **ARTICLE 12 SUBORDINATION AND MORTGAGES**

This Lease shall be subject and subordinate to the lien of any first mortgage or trust deed, now or hereafter in force against the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deed, unless the holders of such mortgages or trust deeds, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof, to attorn, without any deductions or set-offs, to the purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof if so requested to do so by such purchaser, and to recognize such purchaser as the landlord under this Lease. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages or trust deed, including but not limited to, the Subordination, Non-Disturbance and Attornment Agreement attached hereto as Exhibit "E", if any, or lenders then current Subordination, Non-Disturbance and Attornment Agreement form.

## **ARTICLE 13 NONWAIVER**

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, and any waiver by Landlord of any provision of this Lease may only be in writing. Additionally, no express waiver shall affect any provision other than the one specified in such waiver and then only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, (subject to the provisions of Article 24), or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and payment of said Rent shall not waive or affect said notice, suit or judgment.

## **ARTICLE 14 ASSIGNMENT AND SUBLETTING**

### **14.1 Assignment Prohibited without Prior Consent.**

Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld), assign or otherwise transfer this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, or sublet the Premises or any part thereof (all of the foregoing are hereinafter sometimes referred to as a "Transfer"). Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a Default by Tenant under Section 11.1.5 of this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's review and processing fees, as well as any reasonable legal fees incurred by Landlord, within thirty (30) days after written request by Landlord. Landlord may withhold consent to a proposed Transfer and such withholding of consent shall be deemed to be reasonable if, in Landlord's reasonable business judgment, any one or more of the following is true: (i) the proposed Transfer may result in a material deterioration in the quality of tenants occupying premises in the Property; (ii) the proposed transferee lacks a good business reputation; (iii) the financial worth of the proposed transferee is less than the financial worth of Tenant as of the date of this Lease; (iv) the proposed transferee's proposed use of the Premises may be other than the use permitted hereby; (v) the proposed Transfer would breach any covenant of Landlord respecting any financing or other agreement relating to the Property.

#### 14.2 Procedure to Request Landlord's Consent.

In the event of a contemplated assignment, sublease or other transfer Tenant shall address a letter to Landlord outlining all details of the proposed transfer, including but not limited to ("Transferee Information"):

14.2.1 Full description of the proposed transferee, including but not limited to: full legal name, legal business location, contact information, type of entity, where incorporated if a corporation, names of corporate officers or principals, type of business including history.

14.2.2 Full financials of proposed transferee, including the most recent two-years' profit and loss statement, a current certified financial statement (balance sheet), a current credit report, and the most recent two-years' tax returns.

14.2.3 The written legal document executed by Tenant and Transferee which includes all terms, financial and otherwise, of the transfer, and including certain specific language for benefit of Landlord, which document shall be submitted for Landlord's review and approval.

14.2.4 In accordance with criteria set forth herein Landlord will make a decision as to the approval of the proposed transferee by written notice to Tenant within fifteen (15) business days following Landlord's receipt of all required Transferee Information. No transfer shall be considered valid until Landlord has reviewed all the information required by this of Article 14 of the Lease and rendered its written approval.

#### 14.3 Tenant Covenants and Obligations.

No Transfer, whether with or without Landlord's consent, shall relieve Tenant of Tenant's or any guarantor of Tenant's obligations under or related to this Lease, from its covenants and obligations arising hereunder during the Term.

#### 14.4 Written Agreement.

Each Transfer to which Landlord shall have consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the subtenant, assignee or transferee, as applicable (each, a "Transferee"). Each Transferee (i) under an assignment shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease; and (ii) under a sublease shall acknowledge in writing in the sublease that it is subject to the terms of this Lease. One (1) fully executed copy of such written instrument shall be delivered to Landlord. If Tenant fails to obtain in writing Landlord's prior consent as required by this Article 14 or otherwise comply with the provisions of this Article 14, any attempted Transfer shall be null and void and of no further force or effect whatsoever.

#### 14.5 Allocation of Sums Received.

Any sums or other economic consideration received by Tenant as a result of a Transfer, however denominated, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) the unamortized value of leasehold improvements to the Premises paid for by Tenant prior to the date of the Transfer, depreciated on a straight-line basis over the remaining balance of the then-current Term, plus (iii) any real estate brokerage commissions or fees payable by Tenant in connection with such Transfer, plus (iv) costs of renovation or construction of improvements to the Premises for the benefit of the Transferee required to be paid for by Tenant as a part of the Transfer, shall be divided between Landlord and Tenant such that Landlord receives ninety percent (90%) and Tenant receives ten percent (10%) of that excess. Landlord's share of such profit shall be paid to Landlord promptly following its receipt, as Additional Rent under this Lease. Such payments shall not affect or reduce any other obligations of Tenant hereunder. Landlord shall have the right to audit Tenant's books and records during normal business hours at either the Premises or Tenant's principal

place of business upon three (3) days' advance written notice for the purpose of verifying Tenant's compliance with its obligations hereunder and provided that Landlord keeps all information from the audit confidential.

14.6 Prohibition Against Encumbrance.

Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, pledge, encumber or hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant, Tenant's employees or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease.

**ARTICLE 15 SURRENDER OF PREMISES**

15.1 Surrender of Premises.

No act or thing done by Landlord or an agent or employee of Landlord during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery. Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

15.2 Removal of Trade Fixtures.

Upon the expiration of the Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, and such items of furniture, equipment, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

**ARTICLE 16 HOLDING OVER**

If Tenant holds over after the expiration of the Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Annual Rent shall be payable at a monthly rate equal to one-hundred fifty percent (150%) of the Base Annual Rent applicable during the last rental period of the Term under this Lease. Such monthly tenancy shall be subject to every other term, agreement, covenant, and condition herein contained. Nothing contained herein shall be construed as consent by Landlord to any holding over by tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorney fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

## **ARTICLE 17 LATE CHARGES**

### **17.1 Late Charges.**

Tenant hereby acknowledges that late payment by Tenant of Base Rent, Additional Rent, or any other sum due from Tenant will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by any lender. Accordingly, if any Rent shall not be received by Landlord within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord, in the case of Additional Rent, a one-time late charge equal to five percent (5%) of each such overdue amount or in the case of Base Rent the greater of five percent (5%) or One Hundred and No/100 Dollars (\$100.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Landlord's option, become due and payable quarterly in advance. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all the Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

### **17.2 Interest.**

Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord, when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due, as to scheduled payments, or the thirty-first (31<sup>st</sup>) day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due plus five percent (5%), but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the late charge provided for in Article 17.1.

## **ARTICLE 18 ESTOPPEL CERTIFICATE**

Tenant shall at any time and from time-to-time on or before the tenth day following written notice from Landlord, execute, acknowledge, and deliver to Landlord an estoppel certificate (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease is so modified, is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to said party's knowledge, any uncured defaults on the part of Landlord or Tenant hereunder, or specifying such defaults if any are claimed, and such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. The estoppel certificate shall be in such form as may be required by any prospective mortgagee or purchaser of the Building, or in the form on Exhibit "E", if attached. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Failure of the Tenant to timely execute and deliver such estoppel certificate or other instruments shall constitute a Default and acceptance of the premises and an acknowledgement by Tenant that statements included in the estoppel certificate are true and correct, without exception.

## **ARTICLE 19 CONDEMNATION**

If the whole or any part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one

hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty percent (20%) of the Premises is taken, or if access to the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

## **ARTICLE 20 RULES AND REGULATIONS**

Tenant shall faithfully observe and comply with the Rules and Regulations as set forth in Exhibit "D" attached hereto as revised and amended from time-to-time by Landlord. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be in effect upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other tenants or occupants.

## **ARTICLE 21 SIGNS**

### **21.1 Tenant Door and Directory Signage.**

Upon occupancy of the Premises by Tenant, Landlord shall install signage on or about the entrance door to Tenant's suite and on the directory/directories located at the building entrance(s). Thereafter, modifications shall be made by Landlord, at Tenant's request and expense. All signage requests shall be made to Landlord in writing.

### **21.2 Signs or Advertisements.**

Tenant shall not place any signs, advertisements or awnings upon the Premises in areas visible to the general public or the Building without the prior written approval of Landlord with respect to number, design, size, and location of any such sign.

## **ARTICLE 22 ENTRY BY LANDLORD**

Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Building, the Premises, the Property and each portion thereof to prospective tenants, mortgagees, purchasers, ground lessors or other third parties and their respective engineers, architects, appraisers, space planners and other consultants; (iii) post notices of nonresponsibility; or other applicable laws, or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Article 22, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession after a Default of this Lease in the manner provided herein; (C) perform any covenants to be performed by Tenant after a Default by Tenant; and (D) in an emergency. Landlord may make any such entries without the abatement of Rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes, confidential client files and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainee of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.



**ARTICLE 23 ATTORNEY FEES**

If either party commences litigation against the other for the specific performance of this Lease for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to trial by jury, and in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorney fees as may have been incurred.

**ARTICLE 24 ARBITRATION OF DISPUTES**

**IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES UNDER THIS LEASE, OR IN THE EVENT ANY DISPUTE IS ANTICIPATED AS TO WHICH EITHER PARTY DESIRES TO OBTAIN DECLARATORY RELIEF, THE DISPUTE OR ANTICIPATED DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION, UPON THE APPLICATION OF EITHER PARTY, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 1282-1284.2.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. EACH OF THE UNDERSIGNED HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

\_\_\_\_\_  
Landlord's initials

\_\_\_\_\_  
Tenant's initials

**ARTICLE 25 TENANT PARKING**

Landlord agrees to provide Tenant at all times during the Term with designated private stalls in accordance with Section 12 of the Summary, for the parking of automobile(s), reserving unto the Landlord the privilege to change such location from time to time.

**ARTICLE 26 GUARANTOR**

If a Guarantor is referenced in Section 13 of the Summary, it shall be a condition precedent to the effectiveness of this Lease that the Guarantor execute and deliver to Landlord a guaranty of lease in the form attached to this Lease as Exhibit E and incorporated into this Lease by this reference, guaranteeing the full and faithful performance of all obligations of Tenant under this Lease.

**ARTICLE 27 GENERAL PROVISIONS**

**27.1 Captions.**

The captions of the Articles and Sections of this Lease are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

27.2 "Landlord" and "Tenant" and "Persons".

The words "Landlord" and "Tenant" whenever used herein shall be applicable to one (1) or more persons as the case may be, and the singular shall include plural, and the neuter shall include the masculine and the feminine, and if there be more than one as to any given leasehold estate arising hereunder, the obligations of this Lease applicable thereto shall be joint and several. The word "persons" wherever used shall include individuals, firms, associations, and corporations.

27.3 "Additional Rent" or "Rent".

All obligations of Tenant to Landlord under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent" or "Additional Rent").

27.4 Nonexclusive Remedies.

Various rights, options, elections, powers and remedies of either party contained in this Lease shall be construed as cumulative, and no one of them exclusive of any others, or of any other legal or equitable remedy which such party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not in any way impair such party's right to any other right or remedy until all obligations imposed upon the other have been fully performed.

27.5 Independent Covenants.

This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building of any portion thereof, whose address has been given to Tenant, and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

27.6 Successors and Assigns.

Subject to all other provisions of this Lease, each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

27.7 Entire Agreement.

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use occupancy of the Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

27.8 Time.

Time is of the essence of each item and provision of this Lease.

27.9 Severance.

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.10 Notices.

In addition to the service of notices in accordance with State law, all notices, demands, or other writings which may be given or made or sent by either party according to State law or according to the Lease shall be deemed to have been fully given provided given in writing addressed to the Tenant at such addresses as set forth in Section 15 of the Summary (or as re-designated in accordance with this Section 28.10) and shall be deemed given (i) two (2) business days after being deposited in the United States mail, registered or certified and postage prepaid (return receipt not required); (ii) and (1) business day after being deposited with a nationally recognized overnight delivery service such as Federal Express or UPS; or (iii) when delivered if delivered by personal delivery.

27.11 Authority of Parties.

If Tenant or Landlord is a corporation, partnership or other form of entity, each individual executing this Lease on behalf of Landlord or Tenant hereby represents and warrants that such party is a duly formed and existing entity qualified to do business in California and that it has full right and authority to execute and deliver this Lease and that each person signing on behalf of such party is authorized to do so.

27.12 Brokers.

Tenant hereby represents and warrants that it has had no dealing with any real estate broker or agents in connection with the negotiation of this Lease, excepting only the real estate broker(s) or agent(s) specified in Section 14 of the Summary ("Broker(s)"), and that it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant agrees to indemnify and defend Landlord against and hold Landlord harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorney fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than Broker, occurring by, through, or under Tenant.

27.13 Integration.

This Lease, including the rules and regulations attached hereto and incorporated herein by reference and including any addendum attached hereto and executed by the parties, contains the entire understanding between the parties and supersedes any prior understandings and/or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written between and among the parties hereto relating to the subject matter of this Lease which are not fully expressed herein.

27.14 Joint and Several.

If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

27.15 Force Majeure.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except that this Section shall in no event apply to, delay or excuse any obligation of Tenant to pay Rent, and the Term

shall not be extended, diminished or otherwise altered on account of any event or circumstance for which the time period for performance of any obligation (other than Tenant's obligation to pay Rent) is delayed pursuant to this Section, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a force majeure.

27.16 Building Name and Signage.

Landlord shall have the right at any time to change the name of the Building or Civic Center Square and to install, affix and maintain any and all signs on the exterior and on the interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Building or Civic Center Square, or use pictures or illustrations of the Building or Civic Center Square in advertising or other publicity, without the prior written consent of Landlord.

27.17 Landlord Exculpation.

It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord hereunder) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Building, and neither Landlord, nor its officers, directors or shareholders shall have any personal liability thereof, and Tenant, on behalf of itself and all persons claiming by, through or under Tenant, hereby expressly waives and releases Landlord and such officers, directors and shareholders from personal liability.

27.18 Hazardous Material.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government, but shall exclude any de minimis items commonly used in the operation of a business office in a Class A Office Building so long as used in compliance with all applicable laws..

27.19 No Discrimination.

Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises.

27.20 Governing Laws.

This Lease shall be governed by and construed in accordance with the laws of the State of California.

27.21 Submission of Lease.

Submission by Landlord of this Lease for review or signature by Tenant does not constitute a reservation of or an option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement on the date set forth above.

LANDLORD  
CIVIC CENTER SQUARE, INC.

TENANT  
FOUNDATION FOR FRESNO  
UNIFIED SCHOOLS

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

By \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

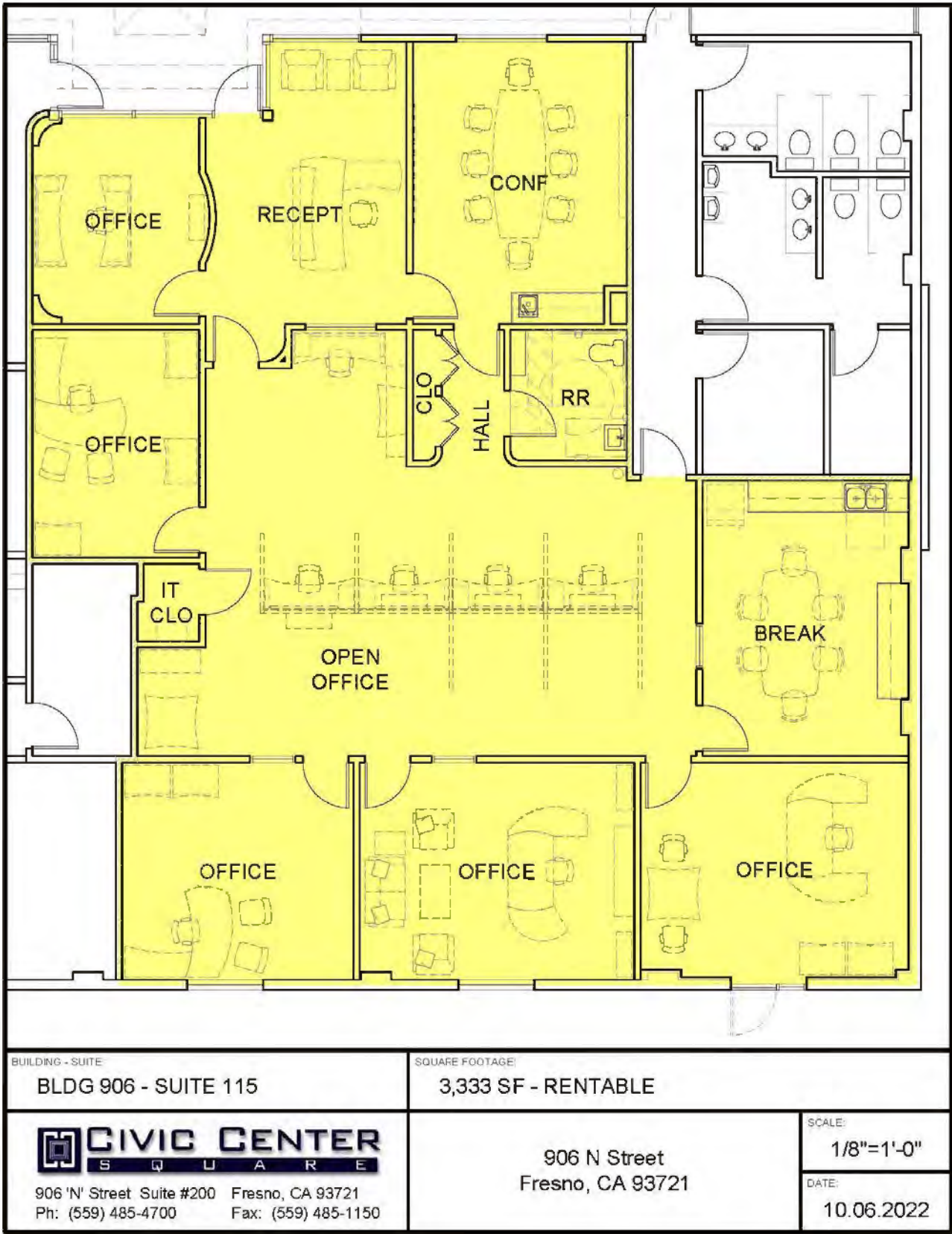
Its: \_\_\_\_\_

Date: \_\_\_\_\_

If Tenant is a Corporation, this Lease shall be signed by the Chairman of the Board, the President or any Vice President, and the Secretary, Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation; or Tenant shall provide Landlord, concurrently with a duly adopted Resolution of the Corporation’s Board of Directors, in accordance with its Articles of Incorporation and By-Laws.

EXHIBIT "A"

FLOOR PLAN



**EXHIBIT “B”**

**LANDLORD’S NOTICE OF CERTAIN TERM DATES**

This Exhibit “B” when delivered by Landlord to Tenant is attached to and made part of the Lease dated the \_\_\_\_\_ of \_\_\_\_\_, 2023 by and between CIVIC CENTER SQUARE, INC., a California Corporation (“Landlord”) and FOUNDATION FOR FRESNO UNIFIED SCHOOLS, a California non-profit public benefit corporation (“Tenant”).

1. The Premises have been accepted by the Tenant as of \_\_\_\_\_, 2023, which shall be the initial date of the Term as herein defined.
2. Under the provisions of the Lease, the Rent Commencement Date is \_\_\_\_\_, 2023. Under the provisions of the Lease the Expiration Date of the Lease is \_\_\_\_\_, 2023.
3. If the Commencement Date of the Lease is other than the first day of the month, the first Rent billing will contain a pro-rata adjustment. Each billing thereafter shall be for the full amount of monthly installments of Rent provided for in the Lease.
5. Tenant has paid concurrently with lease execution the first full month’s rent in advance, which shall be for the month of \_\_\_\_\_. Rent is due now for the partial month of \_\_\_\_\_ in the amount of \_\_\_\_\_. The first regular payment of Minimum Annual Rent shall be for the month of \_\_\_\_\_, and is due on the first of that month.
6. Rent is due and payable in advance on the first day of each month during the Term. Tenant’s Rent checks are to be made payable to Landlord and delivered to Landlord at 906 N Street, Suite 200, Fresno, CA 93721.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CIVIC CENTER SQUARE, INC.**

By \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “C”**

**LANDLORD’S WORK LETTER**

The Premises are to be delivered in as-is condition, with the exception of cleaning the carpets, touch-up paint and servicing the blinds as necessary.

Work required for Tenant’s use of the Premises, including low-voltage cabling and terminations, installation of servers, computers and related hardware, audio/visual equipment, security alarms, furniture (other than that included with the Premises) and fixtures, is Tenant’s Work.



## EXHIBIT "D"

### PROPERTY RULES AND REGULATIONS WHICH CONSTITUTE A PART OF THE LEASE

These Rules and Regulations shall be attached to and form a part of the Lease at the Building. Tenant upon execution of the Lease for space at the Building shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of space in the Building. In the event of any conflict between these Rules and Regulations, or any amendments or additions thereto, and the provisions of the Lease, such Lease provisions shall control.

1. Tenant and Tenant's employees, agents, clients or invitees shall not loiter in the common areas of the Property nor shall they in any way obstruct the sidewalks, entry passages, driveways, entrances and exits to the Property, and they shall use same only as passageways to and from their respective work areas.

2. Tenant, and Tenant's employees, agents, clients or invitees shall not do anything on any premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with applicable law, rules or regulation established by any governmental body or official having jurisdiction, the regulations of the fire department or the provision or requirements of any insurance policy on such premises or any part thereof.

3. Tenant and Tenant's employees, agents, clients or invitees shall not interfere in any way with other tenants or those having business with them, nor bring nor keep in or about the Building any animal or bird (with exception of those permitted by the ADA or FEHA) nor any bicycle, automobile or any other vehicle, except such vehicles as they are permitted to park in the designated areas of the Parking Lots. Parking in all areas about the Building is provided for the maximum convenience of the patrons of the Building. All tenant cars and tenant employee cars shall be registered with the Building Manager. Employee parking shall be in all circumstances as directed by Landlord or Building manager as Landlord's representative. Building Manager may issue parking stickers to Tenant and Tenant employees.

4. Tenant shall not make nor permit any other agents, employees, customers, or visitors to make any loud or improper noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business within the Building. No Tenant shall conduct, directly or indirectly, any auction in the Building, nor permit any other person to conduct an auction therein. No musical instruments shall be played in the Building. Tenant shall not throw nor permit any of its employees, agents, clients, or invitees to throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed there for such purpose.

5. No part of the offices shall be used for lodging or sleeping purposes. Cooking of meals, other than by microwave oven in the kitchen area provided for that purpose, is prohibited in the Premises.

6. The water-closets, urinals, sinks, and set basins shall not be used for any purposes other than those for which they were constructed. Waste and excessive or unusual use of water or heat will not be allowed. Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries sustained by other tenants or occupants of the Building or by the Landlord.

7. The Premises shall not be used by the Tenant, Tenant's employees, agents, clients or invitees for the sale of intoxicating liquors, nor for any illegal or immoral purpose, and all governmental laws and ordinances shall be complied with by the Tenant.

8. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and its occupants.

9. The entry door of the Building shall be unlocked as follows:

- a. On all business days, Monday through Friday, between the hours of 7:00 AM and 6:00 PM.
- b. During other hours, the Tenant may gain access to the Building by the use of a key that will be furnished.

10. Heat and air conditioning will be provided from to the Building from 7:00 AM until 6:00 PM (Monday through Friday, except holidays) or whenever such heating and cooling shall, in the Landlord's judgment, be required for the comfortable occupation of Building during normal business hours. Heating and air conditioning, for times in excess of those specified herein, may be arranged by the mutual written agreement of the parties, and Tenant may be required to pay the increased cost therefore.

11. The Landlord shall provide a directory which shall contain the names of each of the tenants in the Building. The Tenant shall not use the name of the Building, or any change in the name of the Building in connection with or in promotion or advertising the business of the Tenant except as the Tenant's address.

12. Machinery, equipment and furnishings which have any of the following characteristics are restricted and may not be placed in the Premises without the express prior written permission of Landlord:

- a. Anything of unusually heavy weight including safes, large files, etc.
- b. Anything which in the sole judgement of Landlord may tend to do damage to the floors and/or or structure of the Premises and/or the common area.
- c. Any machinery which, in Landlord's sole judgement may cause any unreasonable noise or jar, or tremor, or excessive vibration to the floors or walls or which by its weight might injure the walls or floors of such Premises or any other portion of the Building, or that may disturb any other tenant of the Building.
- d. Any machinery of any kind, other than customary office equipment
- e. Any apparatus other than low-power drain, normal office equipment connected with the electrical wiring of the Building
- f. Any apparatus connected with the plumbing system of the Building.

13. Before moving furnishings or equipment in or out of the Premises Tenant must get prior approval from, and schedule with, Landlord's Property Manager and comply with all moving instructions, including but not limited to, floor protection and insurance requirements.

14. Tenant, Tenant's employees, agents, clients and invitees shall comply with California Government Code, Sections 7596-7598, which states "no public employee or member of the public shall smoke any tobacco product inside a public building or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building".

15. All freight must be moved into, within, and out of the Premises only through the back doors and according to such regulations as may be posted from time to time by the Landlord.

16. No painting shall be done in the Building, nor shall any alteration be made in any part of the building by putting up or changing partitions, doors, or windows, nor shall there be any nailing, boring or screwing into the woodwork, metal partitions or plastering without the consent of the Landlord or his agents, except for the hanging of customary office decorations including certificates, pictures, and similar items on sheet rock walls.

17. Tenant shall not place or store in the Common Area any table, chairs, benches, or other personal property, except with written consent of Landlord.

18. No aerial of any kind shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time and at Tenant's expense.

19. Tenant shall give immediate notice to the Building Manager in case of accidents on the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

20. Neither Tenant, nor Tenant's employees, agents or invitees shall go upon the roof of the Building.

21. Tenant shall observe all security regulations issued by the Landlord and comply with instructions and/or directions of the duly authorized security personnel for the protection of the Building and all tenants therein.

22. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.

23. No additional lock or locks shall be placed by the Tenant on any door in the Building, nor shall locks be changed, unless written consent of the Landlord shall have been first obtained.

24. All window coverings must have the approval of Landlord prior to installation. No posters, signs nor any other object which can be seen from the exterior of the Building shall be placed in any window of the Building.

25. The Landlord shall be in no way responsible to the Tenant for any loss of property from the leased premises, however occurring, nor from any damage, including but not limited to damage done to the effects of Tenant by the janitor, or any of his employees, or by any other person or any other cause, except the Landlord's gross negligence.

26. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant or any other tenant.

27. Landlord reserves the right to rescind any of these Rules and Regulations of the Building, and to make such other and further rules and regulations that in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the Premises and the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees, clients and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed. However, no rule or regulation adopted by Landlord shall unreasonably interfere with the operation of Tenant's business.

**EXHIBIT “E”**

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

**TENANT ESTOPPEL**

**N/A**

**EXHIBIT “F”**

**GUARANTY OF LEASE**

N/A

EXHIBIT “G”

ADDENDUM TO LEASE

ADDENDUM TO LEASE BETWEEN **CIVIC CENTER SQUARE, INC.** (“Landlord”) and **FOUNDATION FOR FRESNO UNIFIED SCHOOLS** (“Tenant”) dated \_\_\_\_\_, 2023. Whenever there is a conflict or difference in meaning between the provisions contained in the Lease and the provisions contained in this Addendum, the provision of this Addendum shall govern.

The provisions of this Addendum modify certain provisions of the subject Lease and are incorporated therein as if fully set forth.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

- 1. Conflicting Provisions; Definitions. The provisions of this Addendum supplement and modify certain provisions of the Lease and are incorporated therein as if fully set forth. Whenever there is a conflict or difference in meaning between the provisions contained in the Lease and the provisions contained in the Addendum, the provision of this Addendum shall govern. All capitalized terms used in their Addendum, unless specifically defined herein, shall have the respective meanings given to them in the Lease.
- 2. Option Base Rent. If Tenant exercises its Option to extend the Term for three (3) years in accordance with provisions set forth in Article 3.022.2 of this Lease, the Monthly Base Rent for the Option Term shall be as follows:

Year	Rent/Month
1	\$6,373.60
2	\$6,564.81
3	\$6,761.76

- 3. Tenant’s Future Expansion: After Tenant has been in occupancy in the Premises for twenty-four (24) months or more, Tenant may make a written request to Landlord to allow tenant to expand into larger premises (“Expansion Premises”) within Civic Center Square. In such event, if suitable Expansion Premises are available within Civic Center Square, and if Landlord and Tenant agree on the terms of a lease for such Expansion Premises, then, in that event, Landlord will agree to the termination of this Lease in favor of a new lease for the Expansion Premises. In no event shall the lease for such Expansion Premises have a lease term of less than five (5) years.
- 4. Furnished Premises. Tenant acknowledges and agrees that the Premises were delivered to Tenant fully furnished with items as set forth on Exhibit H (the “Furniture”). Tenant agrees that the Furniture shall remain in the Premises and shall be returned to Landlord in the same condition, normal wear and tear excepted, upon termination of the Lease.

This form and each and all provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their heirs, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written below.

TENANT:  
FOUNDATION FOR FRESNO UNIFIED  
SCHOOLS

LANDLORD:  
CIVIC CENTER SQUARE, INC.

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

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

Its:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

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

Its:\_\_\_\_\_

Date:\_\_\_\_\_

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-23**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Excess Workers' Compensation and Employer's Liability Insurance for 2023/24**

**ITEM DESCRIPTION:** Included in the Board binders is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend from July 01, 2023, through June 30, 2024.

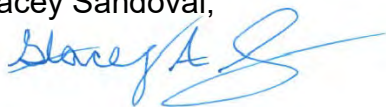
Annually, the district utilizes Marsh & McLennan Agency to conduct a marketing effort for all lines of insurance coverage.

The annual premium coverage is increasing for 2023/24, but the self-insured retention level (SIR) remains unchanged. This cost increase stems from an increase across the market, combined with the district's loss history. The district's current policy provides coverage up to \$25 million per Worker's Compensation occurrence and \$2 million per Employer's Liability occurrence (\$2 million total aggregate) after the \$2 million self-insured retention is met for each claim. The recommended policy includes the same coverage levels and SIR.

Staff recommends placing the 2023/24 coverage at the quoted amount, which has a slight increase from 2022/23. The rate premium increased 2.5% (\$6,470) from \$259,719 in 2022/23 to \$266,189 in 2023/24.

**FINANCIAL SUMMARY:** Sufficient funds are available in the district's Workers' Compensation Internal Service Fund.


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:





**FRESNO UNIFIED SCHOOL DISTRICT  
PREMIUM COMPARISON 2023-24**

	Coverage Limits		Premiums	
Coverages	2022-2023 Limits	2023-2024 Renewal Limits	2022-2023 Premium	2023-2024 Renewal Premium
Workers' Compensation/ Employer's Liability	\$2,000,000 SIR \$25,000,000 per Occurrence (Workers' Compensation) \$2,000,000 per Occurrence/ \$2,000,000 Aggregate (Employer's Liability)	\$2,000,000 SIR \$25,000,000 per Occurrence (Workers' Compensation) \$2,000,000 per Occurrence/ \$2,000,000 Aggregate (Employer's Liability)	\$259,719 Safety National Rating: A++ (Superior) XV, Admitted	\$266,189 Safety National Rating: A++ (Superior) XV, Admitted

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-24**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve ~~Authorization for the Superintendent or the Deputy Superintendent to~~  
Award of Bid 23-65, Robinson Elementary School Portable Relocation

**ITEM DESCRIPTION:** ~~Included in the Board binders is a request for the Board authorize the Superintendent or Deputy Superintendent to award information on Bid 23-65, Robinson Elementary School Portable Relocation. The Robinson Elementary School project will relocate and install two portable buildings from Storey Elementary School. Construction drawings and specifications have been prepared with a anticipated bid opening date of June 06, 2023. Authorization to award this project immediately after bid opening will allow completion. The work will be completed during summer break.~~

~~Award will be to the lowest responsive, responsible bidder. The preliminary estimated construction cost is \$880,000 for the Robinson Elementary School Portable Relocation project. This temporary authorization will be used only to award Bid 23-65. The award will be brought back for ratification at the August 09, 2023 board meeting.~~

Included in the Board binders is information on Bid 23-65, Robinson Elementary School Portable Relocation. This project will relocate two portable buildings from Storey Elementary School to install at Robinson Elementary School. The work will be completed during summer break.

Staff recommends award to the lowest responsive, responsible bidder:

- BDM Inc. (Fresno, California) \$1,223,410

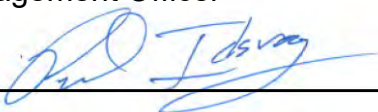
**FINANCIAL SUMMARY:** Sufficient funds in the amount of ~~\$880,000~~ \$1,223,410 are available in the Elementary and Secondary School Emergency Relief III Fund.

**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:**



**FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION**

**BID NO. 23-65, ROBINSON ELEMENTARY SCHOOL PORTABLE RELOCATION**

Bid Opening Date: June 6, 2023 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID  PORTABLE RELOCATION	ADD ALT. 1 SINGLE POINT OF ENTRY/ FENCING	ADD ALT. 2 ADMINISTRATION BUILDING REMODEL	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>BDM Inc.</b>	<b>Hanford</b>	<b>\$979,875</b>	<b>\$29,750</b>	<b>\$213,785</b>	<b>\$1,223,410</b>	<b>\$1,223,410</b>
<del>GCB1, Inc. dba GC Builders</del>	<del>Fresno</del>	<del>\$1,101,500</del>	<del>\$36,000</del>	<del>\$56,000</del>	<del>\$1,193,500</del>	

Low bid determined by Base Bid plus All Add Alternate item:

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 \$1,223,410 to BDM Inc., the lowest responsive, responsible bidder for all Base Bid and Add Alternate items.

Staff recommends rejecting GCB1, Inc dba GC Builders' bid as non-responsive due to contractor not attending the mandatory job-walk.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-24a**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Authorization for the Superintendent or the Deputy Superintendent to Award Bid 23-73, Edison High School Exterior Painting

**ITEM DESCRIPTION:** It is recommended that the Board authorize the Superintendent or Deputy Superintendent to award Bid 23-73, Edison High School Exterior Painting. Bid 23-73, Edison High School Exterior Painting has an anticipated bid opening date of July 11, 2023. Authorization to award these projects immediately after bid opening will allow completion during summer break.

Award will be to the lowest responsive, responsible bidder. The preliminary estimated construction cost is \$775,000 for the Edison High School Exterior Painting project. This temporary authorization will be used only to award Bid 23-73. The award will be brought back for ratification at the August 09, 2023 board meeting.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$775,000 are available in the School Facilities 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  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-25**

**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 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement. This project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV- 13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on April 21, 2023, and April 26, 2023. Notifications were sent to 101 firms plus five (5) construction trade publications, and the district received two (2) responses. Bids were opened on May 23, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Modern Air Mechanical (Merced, California) \$905,165

The district purchased nine (9) unit ventilators with an equipment bid and a chiller utilizing a Board approved piggyback contract totaling \$121,662 to mitigate long lead times. The total cost of the project is \$1,026,827.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$905,165 are available in the ESSER III Federal Funds.

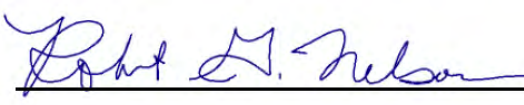
**PREPARED BY:** Ann Loorz,  
Executive Director

**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. 23-17, FREMONT ELEMENTARY SCHOOL HVAC/EMS REPLACEMENT

Bid Opening Date: May 23rd, 2023 prior to 2:00 P.M.

Buyer: Panhia Moua

		BASE BID	ALLOWANCE		
CONTRACTOR	CITY	FREMONT HVAC/EMS REPLACEMENT	PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
<b>Modern Air Mechanical</b>	<b>Merced</b>	<b>\$870,165</b>	<b>\$35,000</b>	<b>\$905,165</b>	<b>\$905,165</b>
New England Sheet Metal and Mechnaical Co.	Fresno	\$1,030,300	\$35,000	\$1,065,300	

Low bid determined by combined total of the Base Bid item plus \$35,000 Allowance.

Staff recommends award of \$905,165 to Modern Air Mechanical, the lowest responsive, responsible bidder for the Base Bid item and Allowance.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-26**

**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 23-46, Jefferson Elementary School Transitional Kindergarten Portable Improvements

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-46, Jefferson Elementary School Transitional Kindergarten Portable Improvements. The project is for the installation of one new TK portable classroom, new early learning play structure with rubber surfacing, and the remodel of an existing music room for another TK classroom.

The request for bids was lawfully advertised on April 19, 2023. Notifications were sent to 183 firms plus five (5) construction trade publications, and the district received one (1) response. Bids were opened on May 30, 2023. Staff recommends award to the lowest responsive, responsible bidder:

BDM, Inc. (Fresno, California) \$1,397,850

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$1,397,850 are available in the School Facilities Fund.

PREPARED BY: Ann Loorz,  
Executive Director

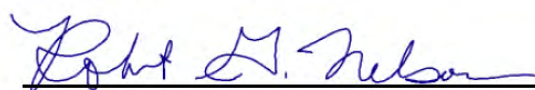
DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

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. 23-46, JEFFERSON ELEMENTARY SCHOOL T-K PORTABLE IMPROVEMENTS

Bid Opening Date: May 30th, 2023 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
<b>BDM, Inc.</b>	<b>Fresno</b>	<b>\$1,397,850</b>

Low bid determined by Base Bid.

Staff recommends award of \$1,397,850 to BDM, Inc., the lowest responsive, responsible bidder for the Base Bid.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-27**

**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 23-57, Wi-Fi Expansion**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-57, Wi-Fi Expansion. The project is for the installation of infrastructure to support new outdoor wireless access points for limited wireless internet access across outdoor spaces at 94 school sites. The request for bids was lawfully advertised on April 12, 2023. Notifications were sent to 204 firms plus five (5) construction trade publications, and the district received two (2) responses. Bids were opened on May 10, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Pacific OneSource, Inc. (Simi Valley, California) \$205,093

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

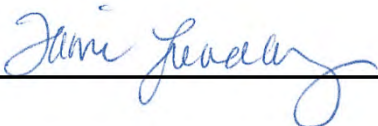
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$205,093 are available in one-time funds.

**PREPARED BY:** Philip Neufeld,  
Executive Officer and  
Ann Loorz, Executive Director

**DIVISION:** Information Technology Services  
**PHONE NUMBER:** (559) 457-3560

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

**SUPERINTENDENT APPROVAL:**



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FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION  
BID NO. 23-57, WI-FI EXPANSION TO GREEN SPACES

Bid Opening Date: May 10th prior to 2:01 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Pacific OneSource, Inc.</b>	<b>Simi Valley</b>	<b>\$205,093.40</b>
Development Group, Inc.	Redding	\$758,097.13

Low bid determined by Base Bid.

Staff recommends award of \$205,093.40 to Pacific OneSource, Inc., the lowest responsive, responsible bidder for all Base bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-28**

**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 23-60, Bullard High School Gas and Sewer Line Replacement

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-60, Bullard High School Gas and Sewer Line Replacement. This project will replace aging underground gas and sewer infrastructure.

The request for bids was lawfully advertised on April 14, 2023. Notifications were sent to 107 firms plus five (5) construction trade publications, and the district received two (2) responses. Bids were opened on May 10, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Alliance Construction Solutions, Inc. (Madera, California) \$ 248,000

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

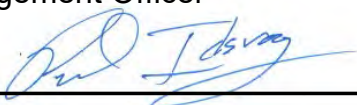
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$ 248,000 are available in the Measure M Fund.

**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. 23-60, BULLARD HIGH SCHOOL GAS AND SEWER LINE

Bid Opening Date: May 10th prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Alliance Construction Solutions, Inc.</b>	<b>Madera</b>	<b>\$248,000</b>
Lyles Utility Construction	Visalia	\$350,000

Low bid determined by Base Bid.

Staff recommends award of \$248,000 to Alliance Construction Solutions, Inc., the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-29**

**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 23-61, Classroom Audio/Visual Equipment Removal**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-61, Classroom Audio/Visual Equipment Removal. The project is for the removal of obsolete classroom audio/visual equipment including Smartboards, projectors, cabling, as well as the installation of whiteboards in place of removed Smartboards at elementary and middle school sites.

The request for bids was lawfully advertised on April 19, 2023. Notifications were sent to 204 firms plus five (5) construction trade publications, and the district received three (3) responses. Bids were opened on May 17, 2023. Staff recommends award to the lowest responsive, responsible bidder:

**Section 1 – Bullard Region**

Audeamus, dba Sebastian (Fresno, California) \$120,767

**Section 2 – Edison/Fresno Region**

Audeamus, dba Sebastian (Fresno, California) \$109,256

**Section 3 – Hoover/McLane Region**

Audeamus, dba Sebastian (Fresno, California) \$156,361

**Section 4 – Roosevelt/Sunnyside Region**

Audeamus, dba Sebastian (Fresno, California) \$139,948

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

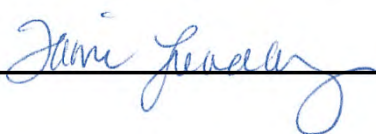
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$526,333 are available in the Information Technology Budget in fiscal year 2022/23.

**PREPARED BY:** Don Soyinthisane,  
Executive Director and Ann Looz,  
Executive Director

**DIVISION:** Information Technology Services  
**PHONE NUMBER:** (559) 457-3560

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

**SUPERINTENDENT APPROVAL:**

  
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FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-61 SECTION 1 , CLASSROOM AUDIO/VISUAL EQUIPMENT REMOVAL - BULLARD REGION

Bid Opening Date: May 17th prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Audeamus, dba Sebastian</b>	<b>Fresno</b>	<b>\$120,767.20</b>
EKC Enterprises, Inc.	Fresno	\$169,900.00
Pacific One Source, Inc.	Simi Valley	\$352,941.50

Low bid determined by Base Bid.

Staff recommends award of \$120,767.20 to Audeamus, dba Sebastian, Inc. the lowest responsive, responsible bidder for the Base Bid.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-61 SECTION 2 , CLASSROOM AUDIO/VISUAL EQUIPMENT REMOVAL - EDISON/FRESNO REGION

Bid Opening Date: May 17th prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Audeamus, dba Sebastian</b>	<b>Fresno</b>	<b>\$109,256.20</b>
EKC Enterprises, Inc.	Fresno	\$146,600.00
Pacific One Source, Inc.	Simi Valley	\$297,699.79

Low bid determined by Base Bid.

Staff recommends award of \$109,256.20 to Audeamus, dba Sebastian, Inc. the lowest responsive, responsible bidder for the Base Bid.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-61 SECTION 3 , CLASSROOM AUDIO/VISUAL EQUIPMENT REMOVAL - HOOVER/MCLANE REGION

Bid Opening Date: May 17th prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Audeamus, dba Sebastian</b>	<b>Fresno</b>	<b>\$156,361.92</b>
EKC Enterprises, Inc.	Fresno	\$209,200.00
Pacific One Source, Inc.	Simi Valley	\$392,841.00

Low bid determined by Base Bid.

Staff recommends award of \$156,361.92 to Audeamus, dba Sebastian, Inc. the lowest responsive, responsible bidder for the Base Bid.



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-61 SECTION 4 , CLASSROOM AUDIO/VISUAL EQUIPMENT REMOVAL -  
ROOSEVELT/SUNNYSIDE REGION

Bid Opening Date: May 17th prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Audeamus, dba Sebastian</b>	<b>Fresno</b>	<b>\$139,948.03</b>
EKC Enterprises, Inc.	Fresno	\$184,700.00
Pacific One Source, Inc.	Simi Valley	\$323,786.88

Low bid determined by Base Bid.

Staff recommends award of \$156,361.92 to Audeamus, dba Sebastian, Inc. the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-30**

**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 23-62, Classroom Interactive Display Panels, Related Accessories, and Services

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-62, Classroom Interactive Display Panels, Related Accessories, and Services, to establish a fixed unit price for the purchase of interactive panels, accessories, and services. The initial purchase will be for 1,015 sets, one for each high school classroom. Additional purchases will be made on an as needed basis. The agreement is for a one-year term with the option to extend for two additional one-year periods.

The request for bids was lawfully advertised on April 19, 2023, and April 26, 2023. Notifications were sent to 160 firms, and the district received four (4) responses. Bids were opened on May 18, 2023. Staff recommend rejecting bids from Bluum USA, Inc. and Virtucom Inc. due to bidding alternate equipment that did not meet the bid specifications. Staff recommends award to the lowest responsive, responsible bidder:

CDW Government LLC (Vernon Hills, Illinois) \$ 6,434,846

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

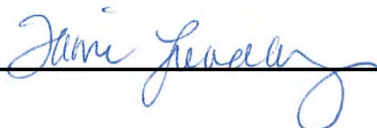
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$6,434,846 will be available in the Information Technology Budget in Fiscal Year 2023/24.

PREPARED BY: Don Soyinthisane,  
Executive Director and Ann Looz,  
Executive Director

DIVISION: Information Technology Services  
PHONE NUMBER: (559) 457-3560

CABINET APPROVAL: Tami Lundberg,  
Chief Technology Officer

SUPERINTENDENT APPROVAL:

  
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# FRESNO UNIFIED SCHOOL DISTRICT

## BID TABULATION

BID NO. 23-62, INTERACTIVE PANELS, RELATED ACCESSORIES, AND SERVICES

Bid Opening Date: May 18th prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
<del>Bluum USA, Inc.</del>	<del>Phoenix, AZ</del>	<del>\$5,051,655.00</del>
<del>Virtucom Inc.</del>	<del>Peachtree Corners, GA</del>	<del>\$5,756,978.50</del>
<b>CDW Government LLC</b>	<b>Vernon Hills, IL</b>	<b>\$6,434,846.25</b>
Arey Jones Educational Solutions	San Diego, CA	\$9,199,685.95

Low bid determined by Base Bid for all items.

Staff recommends award of \$6,434,846.25 to CDW Government LLC, the lowest responsive, responsible bidder for all Base bid items.

Staff recommends rejecting bids from Bluum USA, Inc. and Virtucom Inc. due to not meeting the bid specifications.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-31**

**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 23-63, Edison High School Existing Gym Ceiling Repair

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-63, Edison High School Existing Gym Ceiling Repair. The project is for the replacement of the existing gym's damaged ceiling panels with new tectum panels.

The request for bids was lawfully advertised on April 19, 2023. Notifications were sent to 177 firms plus five (5) construction trade publications, and the district received two (2) responses. Bids were opened on May 18, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Viking Enterprises, (Fresno, California) \$ 435,899

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$ 435,899 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz,  
Executive Director

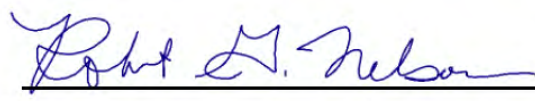
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**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. 23-63 , EDISON HIGH SCHOOL EXISTING GYM CEILING REPAIR

Bid Opening Date: May 18th prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Viking Enterprises</b>	<b>Fresno</b>	<b>\$435,899</b>
GCB1, Inc. dba GC Builders	Fresno	\$493,000

Low bid determined by Base Bid.

Staff recommends award of \$435,899 to Viking Enterprises, the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-32**

**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 23-64, Bullard Talent K-8 School Office Portable Project

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-64, Bullard Talent K-8 School Office Portable Project. The project consists of the installation of a 36' x 40' portable classroom building with nine (9) offices to provide confidential spaces for student support.

The request for bids was lawfully advertised on April 21, 2023. Notifications were sent to 192 firms plus five (5) construction trade publications, and the district received one (1) response. Bids were opened on May 23, 2023. Staff recommends award to the lowest responsive, responsible bidder:

GCB1, Inc. dba GC Builders (Fresno, California) \$ 559,400

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$559,400 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. 23-64 , BULLARD TALENT K-8 SCHOOL OFFICE PORTABLE PROJECT

Bid Opening Date: May 23rd, prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>GCB1, Inc. dba GC Builders</b>	<b>Fresno</b>	<b>\$559,400</b>

Low bid determined by Base Bid.

Staff recommends award of \$559,400 to GCB1, Inc. dba GC Builders, the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-33**

**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 23-66, Heaton and Webster Elementary Schools and Scandinavian Middle School Playground Equipment Replacement**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-66, Heaton and Webster Elementary Schools and Scandinavian Middle School Playground Equipment Replacement. The project consists of the replacement of the early learning play equipment, installation of rubber surfacing and associated sitework at Heaton, Webster, and Scandinavian Middle Schools.

The request for bids was lawfully advertised on April 26, 2023. Notifications were sent to 182 firms plus five (5) construction trade publications, and the district received two (2) responses per section. Bids were opened on May 25, 2023. Staff recommends award to the lowest responsive, responsible bidder:

**Section A – Heaton Elementary School**

GCB1, Inc. dba GC Builders (Fresno, California) \$804,500

**Section B – Webster Elementary School**

GCB1, Inc. dba GC Builders (Fresno, California) \$598,800

**Section C – Scandinavian Middle School**

BDM, Inc. (Hanford, California) \$669,875

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$2,073,175 are available in the Inclusive Early Education Expansion Program (IEEEP) Grant.

**PREPARED BY:** Ann Loorz,  
Executive Director

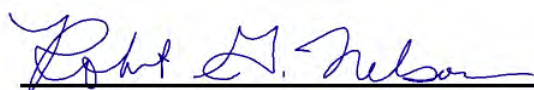
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**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. 23-66 , HEATON AND WEBSTER ELEMENTARY SCHOOLS  
AND SCANDINAVIAN MIDDLE SCHOOL PLAYGROUND EQUIPMENT REPLACEMENT

Bid Opening Date: May 25th, 2023

Buyer: Panhia Moua

CONTRACTOR	CITY	SECTION A HEATON ES	SECTION B WEBSTER ES	SECTION C SCANDINAVIAN MS	RECOMMENDED AWARD AMOUNT
<b>BDM, Inc.</b>	<b>Hanford</b>	\$829,785	\$619,785	<b>\$669,875</b>	<b>\$669,875</b>
<b>GCB1, Inc. dba GC Builders</b>	<b>Fresno</b>	<b>\$804,500</b>	<b>\$598,800</b>	\$684,500	<b>\$1,403,300</b>

Award will be by Section.

Low bid for each Section determined by Base Bid.

Staff recommends award of \$1,403,300 to GCB1, Inc. dba GC Builders for **Sections A and B**, the lowest responsive, responsible bidder for the Base Bids.

Staff recommends award of \$669,875 to BDM, Inc. for **Section C**, the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-34**

**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 23-68, Portable and Modular Buildings**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-68, Portable and Modular Buildings. This Bid will establish unit pricing for a one-year period with the option to extend for two additional one-year renewals.

The request for bids was lawfully advertised on April 24, 2023 and May 01, 2023. Notifications were sent to 38 firms, and the district received three (3) responses per Section. Bids were opened on May 17, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Sections A – C, Class Leasing, LLC (Perris, California)

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Funding will be determined on a project-by-project basis.

**PREPARED BY:** Ann Loorz,  
Executive Director

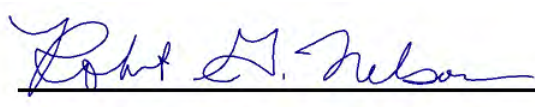
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

**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. 23-68, PORTABLE AND MODULAR BUILDINGS

Bid Opening Date: May 17, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

		SECTION A CLASSROOM BUILDING	SECTION B TOILET BUILDING	SECTION C ADMINISTRATION BUILDING	RECOMMENDED AWARD AMOUNT
CONTRACTOR	CITY	Total Bid Price	Total Bid Price	Total Bid Price	
<b>Class Leasing, LLC</b>	<b>Perris</b>	<b>\$84,087.00</b>	<b>\$124,963.00</b>	<b>\$887,824.00</b>	<b>\$1,096,874.00</b>
SKC Company	Chino Hills	\$179,079.00	\$186,423.75	\$1,387,938.50	
Global Modular, Inc.	Atwater	\$166,000.00	\$219,000.00	\$1,618,200.00	

Award will be by Section.

Staff recommends award to Class Leasing LLC the lowest responsive, responsible bidder for Sections A, B, and C for line item pricing.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 23-68 **SECTION A**, PORTABLE AND MODULAR BUILDINGS - CLASSROOM BUILDING

Bid Opening Date: May 17, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1	RECOMMENDED AWARD AMOUNT
		24x40 PORTABLE CLASSROOM BUILDING	
<b>Class Leasing, LLC</b>	<b>Perris</b>	<b>\$84,087</b>	<b>\$84,087</b>
SKC Company	Chino Hills	\$179,079	
Global Modular, Inc.	Atwater	\$166,000	

Award will be by Section.

Low bid for Section A determined by Base Bid.

Staff recommends award to Class Leasing LLC the lowest responsive, responsible bidder for Section A for line item pricing.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 23-68 **SECTION B**, PORTABLE AND MODULAR BUILDINGS - TOILET BUILDING

Bid Opening Date: May 17, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 2 12x40 PORTABLE TOILET BUILDING	RECOMMENDED AWARD AMOUNT
<b>Class Leasing, LLC</b>	<b>Perris</b>	<b>\$124,963.00</b>	<b>\$124,963.00</b>
SKC Company	Chino Hills	\$186,423.75	
Global Modular, Inc.	Atwater	\$219,000.00	

Award will be by Section.

Low bid for Section B determined by Base Bid.

Staff recommends award to Class Leasing LLC the lowest responsive, responsible bidder for Section B for line item pricing.

FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 23-68 **SECTION C**, PORTABLE AND MODULAR BUILDINGS - ADMINISTRATION BUILDING

Bid Opening Date: May 17, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 3 48x40 MODULAR BUILDING	ADD ALT 3A PLASTER EXTERIOR FINISH	ADD ALT 3B GABLE ROOF	ADD ALT 3C CONCRETE FLOOR ON CONCRETE FOUNDATION	ADD ALT 3D FIRE SPRINKLERS	ADD ALT 3E 1 HR RATED RATED EXTERIOR WALL ENVELOPE	BASE BID 4 60x40 MODULAR BUILDING	ADD ALT 4A PLASTER EXTERIOR FINISH	ADD ALT 4B GABLE ROOF	ADD ALT 4C CONCRETE FLOOR ON CONCRETE STEM WALL FOUNDATION	ADD ALT 4D FIRE SPRINKLERS	ADD ALT 4E 1 HR RATED RATED EXTERIOR WALL ENVELOPE	TOTAL BID AMOUNT
Class Leasing, LLC	Perris	\$283,977.00	\$54,222.00	\$1,216.00	\$24,058.00	\$32,785.00	\$4,151.00	\$343,356.00	\$54,880.00	\$1,773.00	\$43,361.00	\$39,642.00	\$4,403.00	\$887,824.00
SKC Company	Chino Hills	\$442,888.00	\$60,885.00	\$6,600.00	\$26,730.00	\$40,095.00	\$21,780.00	\$596,323.00	\$76,106.25	\$8,250.00	\$33,412.50	\$50,118.75	\$24,750.00	\$1,387,938.50
Global Modular, Inc.	Atwater	\$418,500.00	\$58,500.00	\$48,000.00	\$147,800.00	\$31,700.00	\$25,800.00	\$504,000.00	\$67,000.00	\$60,000.00	\$184,900.00	\$40,000.00	\$32,000.00	\$1,618,200.00

Award will be by Section.

Low bid for **Section C** determined by combined total of Base Bid 3, Base Bid 4, plus All Add Alternate items.

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 to Class Leasing, LLC the lowest responsive, responsible bidder for Section C for line item pricing.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-35**

**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 23-71, Concrete Slabs for Outdoor Tables at Various Sites

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-71, Concrete Slabs for Outdoor Tables at Various Sites. This project will provide for the installation of concrete at 44 school sites that do not have sufficient concrete areas to support placement of 553 new outdoor tables.

The request for bids was lawfully advertised on May 03, 2023, and May 08, 2023. Notifications were sent to 219 firms plus five (5) construction trade publications, and the district received seven (7) responses for Sections A and B, six (6) responses for Section C, and five (5) responses for Sections D and E. Bids were opened on May 23, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Section A - Aynesworth, Bakman, and Birney Elementary Schools

Harris Development Corp., dba HBC Enterprises (Clovis, California) \$67,898

Section B - Burroughs, Easterby, and Ewing Elementary Schools and Bullard Talent K-8 School

JT2, Inc., dba Todd Companies (Visalia, California) \$138,868

Section C - Eaton, Kirk, Kratt, Lane, and Lawless Elementary Schools, Cooper Academy, and Kings Canyon Middle School

Harris Development Corp., dba HBC Enterprises (Clovis, California) \$162,430

Section D - Figarden, Fremont, Greenberg, Leavenworth, Lincoln, Lowell, Mayfair, McCardle, Norseman, and Pyle Elementary Schools, and Fort Miller and Sequoia Middle Schools

GBC1, Inc., dba GC Builders (Fresno, California) \$411,200

Section E - Hidalgo, Homan, Gibson, King, Turner, and Webster Elementary Schools, and Computech Middle School

GBC1, Inc., dba GC Builders (Fresno, California) \$270,000

Section F - Hidalgo, Homan, Gibson, King, Turner, and Webster Elementary Schools, and Computech Middle School

Alliance Construction Solutions, Inc. (Madera, California) \$92,000

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,142,396 are available in the General Fund.

PREPARED BY: Ann Loorz,  
Executive Director

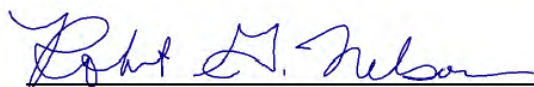
DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

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. 23-71, CONCRETE SLABS FOR OUTDOOR TABLES AT VARIOUS SITES

Bid Opening Date: May 23, 2023

Buyer: Panhia Moua

CONTRACTOR	CITY	SECTION A AYNESWORTH, BAKMAN, AND BIRNEY ES	SECTION B BURROUGHS, EASTERBY, AND EWING ES AND BULLARD TALENT K-8	SECTION C EATON, KIRK, KRATT, LANE, AND LAWLESS ES, COOPER ACADEMY, AND KINGS CANYON MS	SECTION D FIGARDEN, FREMONT, GREENBERG, LEAVENWORTH, LINCOLN, LOWELL, MAYFAIR, MCCARDLE, NORSEMAN, AND PYLE ES, AND FORT MILLER AND SEQUOIA MS	SECTION E HIDALGO, HOMAN, GIBSON, KING, TURNER, AND WEBSTER ES, AND COMPUTECH MS	SECTION F ANCHORING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>Alliance Construction Solutions, Inc.</b>	<b>Madera</b>	\$114,000	\$175,000	\$296,000	\$529,000	\$324,000	<b>\$92,000</b>	\$1,530,000	<b>\$92,000</b>
Avison Construction	Madera	\$117,900	\$168,300	\$299,750	\$561,500	\$395,000	NO BID	\$1,542,450	
Better Enterprises, Inc.	Fresno	\$145,380	\$173,632	NO BID	NO BID	NO BID	NO BID	\$319,012	
Clean Cut Landscape Incorporated	Clovis	\$87,785	\$162,989	\$346,777	\$538,680	\$378,777	\$258,300	\$1,773,308	
<b>GB1, Inc., dba GC Builders</b>	Fresno	\$99,950	\$167,500	\$255,000	<b>\$411,200</b>	<b>\$270,000</b>	\$186,750	\$1,390,400	<b>\$681,200</b>
<b>Harris Development Corp., dba HBC Enterprises</b>	<b>Clovis</b>	<b>\$67,898</b>	\$169,999	<b>\$162,430</b>	NO BID	NO BID	NO BID	\$400,327	<b>\$230,328</b>
<b>JT2 Inc., dba Todd Companies</b>	<b>Visalia</b>	\$107,500	<b>\$138,868</b>	\$275,500	\$498,750	\$333,250	NO BID	\$1,353,868	<b>\$138,868</b>

Award will be by Section.

Low bid is determined by the Base Bid per Section.

Staff recommends award of \$230,328 to Harris Development Corp dba HBC Enterprises, the lowest responsive, responsible bidder for Sections A and C.

Staff recommends award of \$138,868 to JT2 Inc. dba Todd Companies, the lowest responsive, responsible bidder for Section B.

Staff recommends award of \$681,200 to GCB1, Inc. dba GC Builders, the lowest responsive, responsible bidder for Sections D and E.

Staff recommends award of \$92,000 to Alliance Construction Solutions, Inc., the lowest responsive, responsible bidder for Section F.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-36**

**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 Proposals 23-47, Farmers Market Services**

**ITEM DESCRIPTION:** It is recommended the Board approve Request for Proposals (RFP) 23-47, Farmers Market Services, to select a qualified vendor to provide farmers market services. The Vendor will hold 15-20 Farmers Market Events at Fresno Unified school sites highlighting specialty crops and will involve student participation. Students will learn to coordinate Farmers Market Events, set-up, cleanup, ordering, vendor outreach, and more. The term is for a one-year period with the option to renew for two additional one-year periods beginning July 01, 2023.

The Request for Proposals (RFP) was lawfully advertised on March 29, 2023, and April 05, 2023, and the district received two (2) response. Evaluation of proposals were based on experience, qualification, plan of approach for proposed work, and pricing. The evaluation panel, comprised of Fresno Unified School District Nutrition Services staff, recommend approval of the following vendor:

Fresno Metro Ministry (Fresno, CA) \$90,000

RFP, response and scoring matrix are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** The one-year contract cost is \$90,000 and is available through the California Department of Food and Agriculture's Specialty Crop Block Grant.

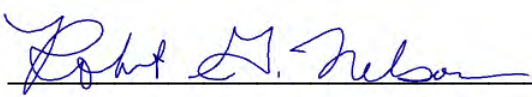
**PREPARED BY:** Amanda Harvey,  
Director

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

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

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

## QUALIFICATION SCORING SUMMARY

RFP No. 23-47, Farmers Market Services

RFP Opening Date: April 25, 2023 prior to 2:01 P.M.

Buyer: David Her

CONTRACTOR	CITY	AWARD
<b>Fresno Metro Ministry</b>	<b>Fresno</b>	<b>Yes</b>
Asian Business Institute and Resource Center	Fresno	No

Staff recommends award to Fresno Metro Ministry, the most responsive and responsible proposer.

FEDERAL FUNDING WILL NOT BE USED



## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

37679

**Vendor Number**

Fresno Metro Ministry

**Vendor Name**

559-485-1416

**Phone Number**

From: 6/15/2023

**Term (Duration)**

FUSD Contract Administrator:

Amanda Harvey

**Name**

3845 N. Clark ST, Suite 101 Fresno, CA 93726

**Address**

Emogene Nelson

**Vendor Contact**

Through: 6/14/2024

Nutrition Services

**Site/ Dept**

559-457-6250

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)**

Annual Cost \$ 90,000.00

(Contract will not be authorized to exceed this 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:**

Vendor will hold 15-20 Farmers Market Events at Fresno Unified School sites highlighting specialty crops and will involve student participation. Students will learn to coordinate Farmers market events, set-up, cleanup, ordering, vendor outreach, and more.

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:** 06/14/23 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) : amanda.harvey@fresnounified.org



## Fresno Unified School District Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 130-5310-1910-0000-3700-5899

District Contact Person: Amanda Harvey

Budget Manager Approval: 

Contractor's Vendor Name: Fresno Metro Ministry

Contractor's Contact Person: Emogene Nelson

Contractor's Title: Executive Director

Contractor's Telephone

Number: 559-485-1416

Contractor's E-mail: Emogene@fresnometmin.org

Contractor's Address: 3845 N Clark St, Suite 101 Fresno CA 93726

This Independent Contractor Services Agreement is made and entered into effective 6/15/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Fresno Metro Ministry ("Contractor").

1. Contractor Services. Contractor agrees to provide

Vendor will hold 15-20 Farmers Market Events at Fresno Unified school sites highlighting specialty crops and will involve student participation. Students will learn to coordinate Farmers Market Events, set-up, cleanup, ordering, vendor outreach, and more.

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 6/15/2023 , and shall terminate on 6/14/2024 . 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 \$90,000 per year , Not to exceed \$90,000 . Checks will be made payable to Fresno Metro Ministry . 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 <sup>DS</sup>EN
- 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): \$90,000.00
- 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.npcpas.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 <sup>DS</sup>EN District's initials <sup>DS</sup>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@frcsnounified.org](mailto:David.Chavez@frcsnounified.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

EN

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 Metro Ministry

Name: Emogene Nelson

Address:

3845 N Clark St, Suite 101  
Fresno, CA 93726

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**

Fresno Metro Ministry

DocuSigned by:  
*Emogene Nelson*

EDC9264785E84AE  
*Name:* Emogene Nelson *, Title:* Executive Director

5/12/2023 | 4:18 PM PDT

*Date*

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

*Stacey Sandoval*

\_\_\_\_\_

5/16/2023

*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-36a**

**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 Proposals 23-50R, Dry and Frozen Products**

**ITEM DESCRIPTION:** Included in the Board binders is information on Request for Proposals 23-50R, Dry and Frozen Products to establish fixed pricing on meal ingredients and menu items for delivery to the Nutrition Center. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program. All items in the RFP meet meal pattern and nutritional requirements. Menus for student meals are carefully developed to meet or exceed the requirements while considering student palates, variety, and cost. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. The award recommendation is based on price, taste testing, local procurement standards, food safety and technology and reports.

The Request for Proposals was lawfully advertised on May 24, 2023 and May 31, 2023. Proposals were opened on June 09, 2023. Notifications were sent to 124 vendors, and the district received 17 responses. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award of Schedule A line items to the best value bidders:

Buena Vista Foods (Azusa, California) Line items: 19, 23, 115 and 116  
Churchfield Trading Co. (Santa Ynez, California) Line items: 2, 5, 21, 42, 89 and 117  
Conagra Brands, Inc. (Troy, Ohio) Line item: 20  
Creative Food Innovations (Caldwell, Idaho) Line items: 33, 34, 35 and 37  
Gold Star Foods (Ontario, California) Line items: 3, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 18, 22, 25, 28, 29, 30, 31, 32, 38, 39, 48, 50, 51, 53, 54, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 76, 77, 78, 79, 80, 81, 82, 86, 90, 96, 99, 100, 101, 102, 107, 108, 109, 112 and 119  
Goodman Food Products, dba Don Lee Farms (Inglewood, California) Line items: 106 and 111  
Highland Beef Farms (Reston, Virginia) Line items: 120, 121, 122 and 123  
Marin Sun Farms (Petaluma, California) Line item: 114  
Midas Food International (Oak Park, Michigan) Line items 40, 41, 43 and 44  
Peterson Farms Fresh, LLC (Shelby, Michigan) Line item: 1  
Savory Life, LLC (Chino, California) Line item: 88

Approval will allow the Nutrition Services department to utilize dry and frozen products on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

The tabulation, RFP responses and specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of \$5,492,642 are available in the Cafeteria Fund.

PREPARED BY: Amanda Harvey,  
Director

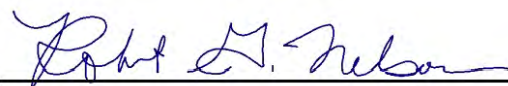
DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



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QUALIFICATION SCORING SUMMARY  
RFP NO. 23-50R, DRY AND FROZEN PRODUCTS

RFP Opening Date: June 9, 2023 prior to 2:01 P.M.

Buyer: Angelina Orozco

Schedule A

CONTRACTOR	CITY	AWARD
B&S Marketing, Inc.	San Clemente, California	No
<b>Buena Vista Foods</b>	<b>Azuza, California</b>	<b>Yes</b>
<b>Churchfield Trading Co.</b>	<b>Santa Ynez, California</b>	<b>Yes</b>
<b>Conagra Brands, Inc.</b>	<b>Troy, Ohio</b>	<b>Yes</b>
<b>Creative Food Innovations</b>	<b>Caldwell, Idaho</b>	<b>Yes</b>
ES Foods	Woodbury, New York	No
<b>Gold Star Foods</b>	<b>Ontario, California</b>	<b>Yes</b>
<b>Goodman Food Products, dba Don Lee Farms</b>	<b>Inglewood, California</b>	<b>Yes</b>
<b>Highland Beef Farms</b>	<b>Reston, Virginia</b>	<b>Yes</b>
<b>Marin Sun Farms</b>	<b>Petaluma, California</b>	<b>Yes</b>
Marson Foods/Waffle Envy	Carson City, Nevada	No
<b>Midas Food International</b>	<b>Oak Park, Michigan</b>	<b>Yes</b>
Nippon Shokken USA, Inc.	West Sacramento, California	No
<b>Peterson Farms</b>	<b>Shelby, Michigan</b>	<b>Yes</b>
<b>Savory Life, LLC</b>	<b>Chino, California</b>	<b>Yes</b>
Schwan's Food Service, Inc.	Marshall, Minnesota	No
Sysco Food Service	Modesto, California	No

Award of Schedule A is by line item to the bidders with the highest score.

Staff recommends award to the best value bidders below:

Buena Vista Foods \$167,320.00 for Line items: 19, 23, 115 and 116

Churchfield Trading Co. \$164,280.00 for Line items: 2, 5, 21, 42, 89 and 117

Conagra Brands, Inc. \$90,505.00 for Line item: 20

Creative Food Innovations \$315,000.00 for Line items: 33, 34, 35 and 37

Gold Star Foods \$3,742,965.50 for Line items: 3, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 18, 22, 25, 28, 29, 30, 31, 32, 38, 39, 48, 50, 51, 53, 54, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 76, 77, 78, 79, 80, 81, 82, 86, 90, 96, 99, 100, 101, 102, 107, 108, 109, 112 and 119

Goodman Food Products, dba Don Lee Farms \$40,832.00 for Line items: 106 and 111

Highland Beef Farms \$237,750.00 for Line items: 120, 121, 122 and 123

Marin Sun Farms \$428,640.00 for Line item: 114

Midas Food International \$174,500.00 for Line items: 40, 41, 43 and 44

Peterson Farms \$47,000.00 for Line item: 1

Savory Life \$83,850.00 for Line item: 88

Staff recommends not awarding to the following vendors due to being non-responsive:

ES Foods, Marson Foods/Waffle Envy, Nippon Shokken USA, Inc., Schwan's Food Service, Inc., and Sysco Food Service

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-36b**

**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 Proposals 23-52R, USDA Commodity Prepared Foods**

**ITEM DESCRIPTION:** Included in the Board binders is information on Request for Proposals 23-52R, USDA Commodity Prepared Foods to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center. Utilizing USDA commodity foods allows schools to contract with state approved commercial food processors to convert raw bulk foods into more convenient, ready-to-use end products to be served in student meals funded by the National School Breakfast and Lunch Program. Commodity foods are offered at a significantly discounted price from commercial products. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. Menus for student meals are carefully developed to meet or exceed the requirements while considering student palates, variety, and cost. The award recommendation is based on price, taste testing, local procurement standards, food safety and technology and reports.

The Request for Proposals was lawfully advertised on May 24, 2023 and May 31, 2023. Proposals were opened on June 09, 2023. Notifications were sent to 122 vendors, and the district received 23 responses. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award of Schedule A line items to the best value bidders:

Brookwood Farms, Inc. (Siler City, North Carolina) Line item: 62

Butterball, LLC (Garner, North Carolina) Line item: 70

Conagra Brands, Inc. (Troy, Ohio) Line item: 55

Hormel Food Sales, LLC (Austin, Minnesota) Line items: 68 and 69

JTM Provisions Company, Inc. (Harrison, Ohio) Line items: 5, 8, 16, 34, 45, 46 and 48

Land O'Lakes (Arden Hills, Minnesota) Line items: 12, 15, 17 and 18

Let's Do Lunch, Inc. (Gardena, California) Line items: 2, 6, 42, 43 and 64

MCI Foods, Inc. (Santa Fe Springs, California) Line items: 9, 10 and 11

Out of the Shell, LLC dba Yangs 5th Taste (South El Monte, California) Line item: 21

Pilgrim's Pride Corporation (Greeley, Colorado) Line item: 29

Red Gold, LLC (Elwood, Indianapolis) Line items: 47 and 67

Schwan's Food Service, Inc. (Marshall, Minnesota) Line items: 14, 53, 54, 56, 57, 58, 59, 60 and 61

Smucker Foodservice, Inc. (Orrville, Ohio) Line items: 51 and 52

Tasty Brands (Syosset, New York) Line items: 44, 65 and 66

Tyson Prepared Foods (Springdale, Arizona) Line items: 1, 3, 7, 19, 22, 23, 24, 25, 27, 28, 30, 31, 32 and 33

Wawona Frozen Foods (Clovis, California) Line items: 38, 39, 40 and 41

Approval will allow the Nutrition Services department to utilize commodity prepared food products 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 RFP contracts, RFP responses and specifications are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Sufficient funds in the estimated amount of \$11,262,756 are available in the Cafeteria Fund.

PREPARED BY: Amanda Harvey,  
Director

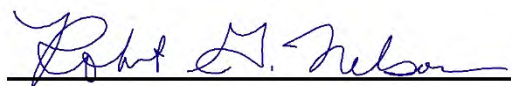
DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



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QUALIFICATION SCORING SUMMARY  
RFP NO. 23-52R, USDA COMMODITY PREPARED FOOD

RFP Opening Date: June 9, 2023 prior to 2:01 P.M.

Buyer: Angelina Orozco

CONTRACTOR	CITY	AWARD
B&S Marketing, Inc.	San Clemente, California	No
Brookwood Farms, Inc.	Siler City, North Carolina	Yes
Butterball, LLC	Garner, North Carolina	Yes
Conagra Brands, Inc.	Troy, Ohio	Yes
ES Foods	Woodbury, New York	No
Goodman Food Products, dba Don Lee Farms	Inglewood, California	No
Hormel Food Sales, LLC	Austin, Minnesota	Yes
International Food Solutions, Inc.	Oviedo, Florida	No
JTM Provisions Company, Inc.	Harrison, Ohio	Yes
Land O'Lakes	Arden Hills, Minnesota	Yes
Let's Do Lunch, Inc.	Gardena, California	Yes
MCI Foods, Inc.	Santa Fe Springs, California	Yes
Nardone Bros. Baking Co., Inc.	Hanover Township, Pennsylvania	No
Out of the Shell, LLC, dba Yangs 5th Taste	South El Monte, California	Yes
Pilgrim's Pride Corporation	Greeley, Colorado	Yes
Red Gold, LLC	Elwood, Indianapolis	Yes
Rich Chicks, LLC	Gardena, California	No
Schwan's Food Service, Inc.	Marshall, Minnesota	Yes
Smucker Foodservice, Inc.	Orrville, Ohio	Yes
Sysco Food Service	Modesto, California	No
Tasty Brands	Syosset, New York	Yes
Tyson Prepared Foods	Springdale, Arizona	Yes
Wawona Frozen Foods	Clovis, California	Yes

Award of Schedule A is by line item to the bidders with the highest score.

Staff recommends award to the best value bidders below:

Brookwood Farms, Inc. \$34,675.70 for Line item: 62

Butterball, LLC \$330,951.13 for Line item: 70

Conagra Brands, Inc. \$177,632.73 for Line item: 55

Hormel Food Sales, LLC \$203,814.27 for Line items: 68 and 69

JTM Provisions Company, Inc. \$692,352.76 for Line items: 5, 8, 16, 34, 45, 46 and 48

Land O'Lakes \$161,703.30 for Line items: 12, 15, 17 and 18

Let's Do Lunch, Inc. \$1,515,403.70 for Line items: 2, 6, 42, 43 and 64

MCI Foods, Inc. \$2,186,901.91 for Line items: 9, 10 and 11

Out of the Shell, LLC dba Yangs 5th Taste \$160,126.82 for Line item: 21

Pilgrim's Pride Corporation \$319,498.79 for Line Item: 29

Red Gold, LLC \$62,346.70 for Line items: 47 and 67

Schwan's Food Service, Inc. \$1,454,266.71 for Line items: 14, 53, 54, 56, 57, 58, 59, 60 and 61

Smucker Foodservice, Inc. \$561,468.88 for Line items: 51 and 52

Tasty Brands \$307,554.10 for Line items: 44, 65 and 66

Tyson Prepared Foods \$2,976,562.74 for Line items: 1, 3, 7, 19, 22, 23, 24, 25, 27, 28, 30, 31, 32 and 33

Wawona Frozen Foods \$117,496.20 for Line items: 38, 39, 40 and 41

Staff recommends not awarding to the following vendors due to not being the best value bidder:

Goodman Food Products, dba Don Lee Farms, International Food Solutions, Inc., Nardone Bros. Baking Co., Inc. and Rich Chicks, LLC

Staff recommends not awarding to the following vendors due to being non-responsive:

B&S Marketing, Inc., ES Foods and Sysco Food Service

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-37**

**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 Proposals 23-69, Restorative Practice and Discipline Strategies Services, and/or Mental Health and Substance Use

**ITEM DESCRIPTION:** Included in the Board binders is information on Request for Proposals (RFP) 23-69, to provide equity-based Restorative Practice and Discipline Strategies Services which includes professional learning, coaching, and implementation support for leaders, teachers and support staff, and Mental Health and Substance Use service coordination in two categories, Professional Learning/Implementation Support, and Indirect Service. The agreement term is a three-year period with the option to renew for two additional one-year periods beginning July 01, 2023.

The Request for Proposals (RFP) was lawfully advertised on April 28, 2023, and May 05, 2023. Proposals were opened May 17, 2023, and the district received seven responses. Evaluation of proposals were based on a specific criterion including methodology, experience, plan of approach for proposed work, and cost analysis. The evaluation panel, comprised of Fresno Unified School District Prevention and Intervention Department staff, recommends award of the best valued proposers:

**Category A- Professional Learning/Implementation Support**

Restorative Equity Partnership (Oakland, CA) estimated cost for 2023/24 school year is \$480,000.

**Category B – Indirect Service**

Care Solace, Inc. (Denver, CO) estimated cost for 2023/24 school year is \$185,000.

RFP responses and scoring matrix are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$665,000 are available through the Prevention and Intervention Budget.

**PREPARED BY:** Rita Baharian, Executive

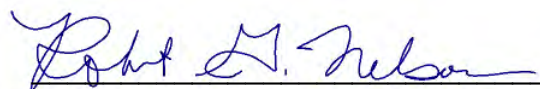
**DIVISION:** Instructional Division

**PHONE NUMBER:** (559) 457-3731

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

**SUPERINTENDENT APPROVAL:**

  
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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-38**

**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 23-56, Travel Management**

**ITEM DESCRIPTION:** It is recommended the Board approve Request for Qualification (RFQ) 23-56, Travel Management to select qualified agencies to support travel management for Fresno Unified School District. The purpose of the RFQ is to provide agencies that have the depth, breadth, and quality of resources necessary to complete all phases of the agreement. Awarded agencies shall deliver services, as needed, under the terms of the agreement. The district may authorize travel for, but not limited to; professional development, academic, athletic teams, educational trips, student groups, and college visits. The term is for a one-year period with the option of up to four one-year renewal periods beginning July 01, 2023.

The Request for Qualifications (RFQ) was lawfully advertised on April 10, 2023, and April 17, 2023, and the district received two (2) responses. Evaluation of proposals were based on company profile, qualifications, methodology and processes, customer support, and pricing. The evaluation panel, comprised of Fresno Unified School District College and Career Readiness, Fiscal Services, and school site staff, recommend approval of the following vendors:

Lakeland Holdings, LLC (El Dorado Hills, CA)

Genuine Vacation (Grand Rapids, CA)

Approval will allow district staff to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification on future purchase order reports.

RFQ, response and scoring matrix are available for review in the Purchasing Department.

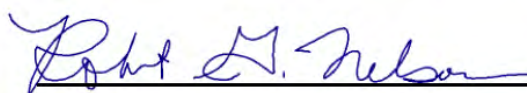
**FINANCIAL SUMMARY:** Funding will be provided by individual site or department budgets.

**PREPARED BY:** Ann Loorz,  
Executive Director

**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  
QUALIFICATION SCORING SUMMARY  
RFQ NO. 23-56, TRAVEL MANAGEMENT

Bid Opening Date: May 5, 2023 prior to 2:01 P.M.

Buyer: Lesly Gonzalez

CONTRACTOR	CITY	QUALIFIED
<b>Lakeland Holdings, LLC</b>	<b>El Dorado Hills</b>	<b>YES</b>
<b>Genuine Vacation</b>	<b>Grand Rapids</b>	<b>YES</b>

Qualification was determined by those vendors who scored the minimum 70% score during the committee's evaluation.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-39**

**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 23-70, Social Emotional and Behavioral Intervention Services

**ITEM DESCRIPTION:** Included in the Board binders is a request to approve award of Request for Qualifications (RFQ) 23-70 to prequalify a pool of vendors for Social Emotional and Behavioral Intervention Services in the categories of Professional Development and Indirect/Direct Student Services. Vendors will provide clinical supervision to assist Clinical School Social Workers in earning their licensure and provide intensive behavior supports to students with Tier III needs through Registered Behavior Technicians and Board-Certified Behavior Analysts. The agreement term is for a three-year period with the option to renew for two additional one-year periods beginning July 01, 2023.

The Request for Qualifications (RFQ) was lawfully advertised on April 28, 2023, and May 05, 2023. Proposals were opened May 17, 2023, and the district received five responses for Category A and thirteen responses for Category B. Evaluation of proposals were based on qualifications including: experience, plan of approach for proposed work, and pricing. The evaluation panel, comprised of Fresno Unified School District Prevention and Intervention Department staff, recommends approval of the following vendors:

**Category A, Professional Development**

Elizabeth Morales, LCSW Counseling Services (Dinuba, California)  
Zimmerman Marriage & Family Therapy Inc. (Clovis, California)

**Category B, Indirect/Direct Student Services**

BICC Central California Inc. (Fresno, California)  
Education Behavior Consultants (Fresno, California)  
Maxim Healthcare Services, Inc. (Columbia, Maryland)  
Positive Behavior Supports Corp (Fresno, California)  
The Steppingstones Group, LLC (Chicago, Illinois)

Statements of qualifications and scoring matrices are available for review in the Purchasing Department.

Approval will allow departments to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification in future purchase order reports.

**FINANCIAL SUMMARY:** Sufficient estimated funds in the amount of \$940,000 are available through the Prevention & Intervention budget.

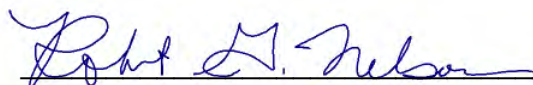
**PREPARED BY:** Rita Baharian, Executive,

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

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

**SUPERINTENDENT APPROVAL:**





Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-40**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Rejection of Request for Proposals 23-50, Dry and Frozen Products**

**ITEM DESCRIPTION:** Included in the Board binders is information on Request for Proposals (RFP) 23-50, to establish fixed pricing on meal ingredients and menu items for delivery to the Nutrition Center. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program.

The RFP was not advertised and therefore will be reissued with an anticipated bid opening date of June 09, 2023. The bid will return for approval at the August 09, 2023, Board meeting.


**FINANCIAL SUMMARY:** Rejecting all proposals results in no fiscal impact to the district at this time.

**PREPARED BY:** Amanda Harvey,  
Director

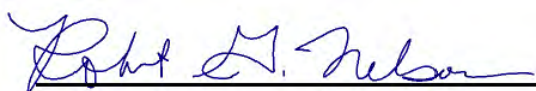
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

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

**SUPERINTENDENT APPROVAL:**



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QUALIFICATION SCORING SUMMARY  
RFP NO. 23-50, DRY AND FROZEN FOOD PRODUCTS

RFP Opening Date: May 16, 2023 prior to 2:01 P.M.

Buyer: Angelina Orozco

CONTRACTOR	CITY	AWARD
Buena Vista Foods	Azuza, California	No
Churchfield Trading Co.	Santa Ynez, California	No
Creative Food Innovations	Caldwell, Idaho	No
ES Foods	Woodbury, New York	No
Gold Star Foods	Ontario, California	No
Goodman Food Products, dba Don Lee Farms	Inglewood, California	No
Marin Sun Farms	Petaluma, California	No
Midas Food International	Oak Park, Michigan	No
Peterson Farms	Shelby, Michigan	No
Savory Life, LLC	Chino, California	No
Schwan's Food Service, Inc.	Marshall, Minnesota	No

Staff recommends rejecting all proposals and rebidding at a later time due to missing the advertisement timeline for the RFP.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-41**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Rejection of Request for Proposals 23-52, USDA Commodity Prepared Foods

**ITEM DESCRIPTION:** Included in the Board binders is information on Request for Proposals (RFP) 23-52, to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center.

The RFP was not advertised and therefore will be reissued with an anticipated bid opening date of June 09, 2023. The bid will be returned for approval at the August 09, 2023, Board meeting.

**FINANCIAL SUMMARY:** Rejecting all proposals results in no fiscal impact to the district at this time.

**PREPARED BY:** Amanda Harvey,  
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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QUALIFICATION SCORING SUMMARY  
RFP NO. 23-52, USDA COMMODITY PREPARED FOODS

RFP Opening Date: May 16, 2023 prior to 2:01 P.M.

Buyer: Angelina Orozco

CONTRACTOR	CITY	AWARD
Brookwood Farms, Inc.	Siler City, North Carolina	No
Butterball, LLC	Garner, North Carolina	No
Classic Delight, LLC	St. Mary's, Ohio	No
ES Foods	Woodbury, New York	No
Goodman Food Products, dba Don Lee Farms	Inglewood, California	No
Hormel Food Sales, LLC	Austin, Minnesota	No
International Food Solutions, Inc.	Oviedo, Florida	No
JTM Provisions Company, Inc.	Harrison, Ohio	No
Land O'Lakes	Arden Hills, Minnesota	No
Let's Do Lunch, Inc.	Gardena, California	No
MCI Foods, Inc.	Santa Fe Springs, California	No
Nardone Bros. Baking Co., Inc.	Hanover Township, Pennsylvania	No
Pilgrim's Pride Corporation	Greeley, Colorado	No
Red Gold, LLC	Elwood, Indianapolis	No
Rich Chicks, LLC	Gardena, California	No
Schwan's Food Service, Inc.	Marshall, Minnesota	No
Smucker Food Service	Orrville, Ohio	No
Tasty Brands	Syosset, New York	No
Tyson Prepared Foods	Springdale, Arizona	No
Wawona Frozen Foods	Clovis, California	No

Staff recommends rejecting all proposals and rebidding at a later time due to missing the advertisement timeline for the RFP.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-42**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Proposed Revisions for Board Bylaws**

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

- BB 9100 Organization
- BB 9224 Oath or Affirmation (NEW)
- BB 9311 Board Policies
- E 9320 Meetings and Notices (DELETE)
- BB 9321 Closed Session Purpose and Agendas
- BB 9321.1 Closed Session Conduct and Reports (DELETE)
- AR 9322 Agenda/Meeting Materials (DELETE)
- BB 9324 Minutes and Recordings

These revisions meet the California School Boards Association recommendations and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Board Bylaw Subcommittee is recommending the Board waive the second reading for approval.

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 strikethrough** – Recommended deletion

**Green font** – CDE/FPM/Legal required change

**Purple font** - Information change

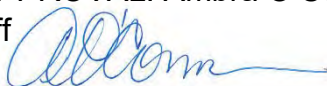
**Blue font** – Legal Counsel's recommendation

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

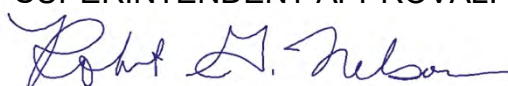
PREPARED BY: Teresa Plascencia,  
Executive Director

DIVISION: Constituent Services  
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor,  
Chief of Staff



SUPERINTENDENT APPROVAL:



## **Fresno Unified Board Bylaw (BB) 9100**

### **Organization**

#### **Annual Organizational Meeting**

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day ~~following the second Friday in December after the regular election period beginning from the date upon which a Board member elected at that election takes office.~~ During all other non-election years, the meeting shall be held ~~on any date in December, but no later than December 20th within the same 15-day period on the calendar.~~ (Education Code 35143)

~~During any year in which a regular election is conducted, The day and time of the annual meeting shall be selected by~~ the Board, at its regular meeting held immediately prior to the ~~second Friday in December, shall select the day and time of the organizational meeting first day of the 15-day period.~~ For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, ~~the clerk of the Board, with the assistance of~~ the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. In open session, elect a president and a clerk ~~and/or vice president~~ from its members.
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

#### **Selection of Officers: Board President and Clerk**

The officers of the Board shall consist of the President of the Board (Board President) and the Clerk. A Board Member must have served on the Board for at least one year immediately preceding the selection to be eligible to serve as Board President. No Board Member shall be eligible for two consecutive terms as Board President. Each year at the first meeting in January, the Board shall select a Board President and a Clerk on a rotational basis.

The Board Member who served as Clerk the previous year shall serve as Board President. The Board Member whose trustee area number immediately follows that of the incoming Board President, by increasing numerical order, shall serve as Clerk. The Clerk is identified as Acting Board President in accordance with Board Bylaws. However, the Board, by majority vote, may vary from the rotation.

Whenever the office of Board President or Clerk rotates to a Board Member who is not eligible to hold office or who desires not to serve, the office shall rotate to the next eligible Board Member by trustee

area number, in increasing numerical order, and continues the rotation forward. Any vacancy in office shall also be filled in the same fashion, by rotating the office to the next eligible Board Member by trustee area number, in increasing numerical order.

#### Vacancy in Office

If a vacancy occurs, Board Members will advance to the next position in the rotation process.

If a vacancy occurs prior to or on June 30, the rotation will be considered one rotation. If the rotation occurs after June 30, it will be considered an early rotation for the following year.

(cf. 9123 - Clerk)

#### Removal of Board President and/or Clerk

If either the Board President and/or Clerk are formally censured, the Board may remove either the Board President and/or Clerk by a two-thirds majority vote.

The Board President (or Board Clerk if the Board President is the subject of the removal) shall place the matter on the Board's agenda at an upcoming regular Board meeting, or call a special Board meeting, within a reasonable period of time, for an open session discussion of the proposed removal.

The removal of either the Board President and/or Clerk causing a vacancy in either office shall also be filled in the same order, as stated above.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9005.1 – Censure Policy and Procedures)

(cf. 9230 - Orientation)

(cf. 9240 - Board Development Training)

(cf. 9223 - Filling Vacancies)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

*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

5017 Term of Office

35143 Annual organizational meetings, date, and notice

35145 Public meetings

##### GOVERNMENT CODE

54953 Meetings to be open and public; attendance

##### ATTORNEY GENERAL OPINIONS

68 Ops. Cal. Atty. Gen. 65 (1985)

59 Ops. Cal. Atty. Gen. 619, 621-622 (1976)

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 24, 1998 Fresno, California

reviewed: January 12, 2000

reviewed: June 18, 2008

revised: June 1, 2016

revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Bylaw (BB) 9224 Oath Or Affirmation**

**Prior to entering upon the duties of their office, all Governing Board members shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)**

**The oath may be administered and certified by a Board member, secretary or assistant secretary to the Board, Superintendent, deputy or assistant superintendent, principal, or County Superintendent of Schools or any other person authorized in Education Code 60.**

**The executed oath shall be filed with the County Clerk. (Government Code 1363)**

*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**

**60 Persons authorized to administer and certify oaths**

#### **GOVERNMENT CODE**

**1303 Exercising functions of office without having qualified**

**1360-1369 Oath of office**

**3100-3109 Oath or affirmation of allegiance**

#### **COURT DECISIONS**

**Chilton v. Contra Costa Community College District (1976) 55 Cal.App.3d 544**

**Vogel v. County of Los Angeles (1967) 68 Cal.2d.18, 22**

**Bylaw FRESNO UNIFIED SCHOOL DISTRICT**

**adopted: Spring \_\_, 2023 Fresno, California**

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Bylaw (BB) 93110**

### **Board Policies**

The Governing Board shall adopt **written** ~~recognizes that it has an important responsibility to establish~~ policies for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and **communicate** Board philosophy and positions to students, staff, parents/guardians, and the community. The Board shall ensure that district policies ~~which ensure alignment with the~~ district's vision, ~~mission~~ and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students. ~~for the operation of the schools. Policies are written statements adopted by the Board which communicate the guidelines within which the Superintendent or designee and staff may take discretionary action.~~

*cf. 2210 - Administrative Leeway in Absence of Board Policy*

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

~~The Superintendent or designee shall present drafts or suggestions for new policy and policy revisions when changes in law occur and when specific needs arise.~~

~~The Board encourages members of the community to contribute information and opinions for the Board's consideration and to propose revisions to policy. When drafting or revising policies which affect other governmental agencies, the Board welcomes input from these agencies and will cooperate with them in addressing matters of mutual concern.~~

The Superintendent or designee shall provide for the continuous orderly review of existing policies at a time allocated for this purpose on the agenda of regular Board meetings. ~~Policies not amended shall be officially readopted by the Board.~~

The Board shall review certain policies annually, as required by **Education Code 35160.5** ~~law (Education Code 35160.5)~~. **If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.**

~~(cf. 1312.1 - Complaints Concerning District Employees)~~

~~(cf. 4116 - Probationary/Permanent Status)~~

~~(cf. 4315.1 - Competence in Evaluation of Teachers)~~

~~(cf. 5116.1 - Intradistrict Open Enrollment)~~

~~(cf. 5121 - Examination And Grading)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

### **Policy Development and Adoption Process**

The district's policy development process shall include the following basic steps:

1. **The Board and/or Superintendent or designee shall** identify the need ~~present drafts or suggestions for a new policy or revision(s)~~ of an existing policy. The need may arise from a ~~when~~



**change(s) in law**, a new district vision statement, new goals in the local control and accountability plan, educational research or trends, an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested person.

2. As needed, the Superintendent or designee shall gather fiscal data, staff and public input, related district policies, sample policies from the California School Boards Association or other organizations or agencies, and other useful information and data to fully inform the Board about a particular issue.

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, community expectations, staff recommendations, and the expected impact of the policy on student learning and well-being, equity, governance, and the district's fiscal resources and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

~~The adoption of policy shall conform with Board bylaws governing agendas, meetings, and voting. Only those written statements adopted and recorded in the official minutes or the addendum to the minutes shall constitute Board policy.~~

~~Before adoption, policies shall normally be given two readings by the Board.~~

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, ~~the policy~~ the Board may take action on the proposed policy ~~be adopted by a majority vote of all members of the Board~~. The Board may waive the second reading or may require additional readings if necessary.

### **Board Bylaws**

**The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations. (Education Code 35010)**

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

### **Administrative Regulations**

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other provisions. The Superintendent or designee may also develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

### **Access to Policies**

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. Policies shall be posted on the district's website .

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and others whenever a policy that affects them is adopted or revised.

*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

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 **Intradistrict open enrollment** **Annual review of school district policies**

35163 Official actions, minutes, and journal

35163.4 **Actions by majority vote requirements**

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: May 11, 1995

revised: June 22, 1995

reviewed: January 12, 2000

revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*



Fresno USD | 9000 | E 9320 Board Bylaws

## **Meetings And Notices**

### GOVERNMENT CODE 54954 PROVISIONS

#### REGARDING MEETINGS OUTSIDE OF DISTRICT BOUNDARIES

Board meetings may be held outside of district boundaries only under one or more of the following circumstances:

1. When necessary to comply with state or federal law or court order or to attend a judicial or administrative proceeding to which the district is a party
2. To 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 property
3. To participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agency's boundaries, with all participating agencies giving the notice required by law
4. To meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside of the district
5. To meet with 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. To meet in or near a facility owned by the district but located outside of the district, provided the meeting is limited to items directly related to that facility
7. To visit the office of the district's attorney for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. To attend conferences on nonadversarial collective bargaining techniques
9. To interview residents of another district regarding the Board's potential employment of that district's superintendent
10. To interview a potential employee from another district (Government Code 54954)

Exhibit FRESNO UNIFIED SCHOOL DISTRICT

version: 1999 Fresno, California

## **Fresno Unified Board Policy (BP) 9321 Closed Session Purposes And Agendas**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54950-54963).

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)  
(cf. 9322 - Agenda/Meeting Materials)*

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, **the votes or abstentions thereon, and other disclosures specified below that are applicable to in the manner being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. prescribed by Government Code 54957.1. (Education Code 32281; Government Code 54957.1, 54957.7)**

*(cf. 9321.1 - Closed Session Actions and Reports)*

**When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)**

### **Confidentiality**

**A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)**

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

*(cf. 1340 - Access to District Records)*

**~~In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963).~~**

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

### **Personnel Matters**

The Board may hold closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*  
*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4215 - Evaluation/Supervision)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. (Government Code 54945)

Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of their right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957).

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

**After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)**

### **Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the **open meeting requirements of** Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization.
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process.
3. Any hearing, meeting or investigation conducted by a fact finder or arbitrator.
4. An executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives.

(cf. 4140/4240/4340 - Bargaining Units)  
(cf. 4143/4243 - Negotiations/Consultation)  
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session, **prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees**, to review the Board's and/or instruct its designated representative(s) regarding employee salaries, salary schedules or compensation paid in the form of fringe benefits of its represented and unrepresented employees, **and, for represented employees, any other matter within the statutorily provided scope of representation**. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. **Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session.** (Government Code 54957.6)

(cf. 2121 - Superintendent's Contract)

~~Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government code 54957.6)~~

The Board also may meet in closed session with a state conciliator or mediator who has intervened in these proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)**

### Matters Related to Students

**If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)**

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

~~The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)~~

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5125.3 - Challenging Student Records)*

*(cf. 5144 - Discipline)*

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

**Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)**

**However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.**

*(cf. 5125 - Student Records)*

## Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. **Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government code 54956.5, 54957)**

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*



The Board may meet in closed session **during an emergency meeting held pursuant to Government Code 54956.6 to meet consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan.** ~~for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)~~ **Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)**

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

#### **~~Conference with~~ Real Property Negotiations~~or~~**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation, ~~and to specify~~ the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

**When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)**

#### **Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation means any

adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances (Government Code 54956.9):

1. Litigation to which the district is a "party" has been initiated formally. (Government code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of legal counsel **regarding and on** the "existing facts and circumstances", there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized (Government Code 54956.9(b)(**2**), (**3**))

Existing facts and circumstances for these purposes are limited to the following:-(Government Code 54956.9)

- a. 1.** Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. 2.** Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s), and which must be publicly disclosed before the closed session or specified on the agenda.
- c. 3.** The receipt of a claim pursuant to the **Fort Government** Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

*(cf. 3320 - Claims and Actions Against the district)*

- d. 4.** A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- e. 5.** A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on their behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
- 3.** Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9 **(c) (d)(4)**)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(**d)(1)(a)**, the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5).

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4)(e) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

**Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)**

- 1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.**
- 2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.**
- 3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.**

**If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)**

### **JPA/Self-Insurance Liability Claims**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers authority (JPA) formed for the purpose of insurance pooling or self-insurance authority of which it is a member. (Government code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3320 - Claims and Actions Against the District)  
(cf. 3530 - Risk Management/Insurance)*

### **Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education code 60617)

*(cf. 6162.5 - Student Assessment)*



Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

*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

35145 Public Meetings

35146 Closed session (re student suspension)

44929.21 Districts with ADA of 250 or more

48918 Rules governing expulsion procedures; hearings and notice

49070 Challenging student records

49073 Release of directory information

49076 Access to records by persons without written parental consent

49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion

60617 Meetings of governing board

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6250-6268 California Public Records Act

54950 Brown Act-Meetings

54950-54963 The Ralph M. Brown Act

COURT DECISIONS

Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860

Roberts v. City of Palmdale, (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App.2d 41

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

59 Ops.Cal.Atty.Gen. 532 (1976)

78 Ops.Cal.Atty.Gen. 218 (1995)

86 Ops.Cal.Atty.Gen. 210 (2003)

94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2019 -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 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 revised: January 12, 2000

reviewed: February 13, 2003

revised: January 28, 2004

revised: Spring \_\_\_, 2023

Policy Section: 9000 Bylaws

Fresno USD | 9000 | BB 9321.1 Board Bylaws

### **Closed Session Conduct And Reports**

The Governing Board shall announce in an open meeting the items to be discussed in closed session. No matters other than those announced shall be discussed or acted upon during the closed session. (Government Code 54957.7)

The Board shall report closed session actions and the votes or abstentions thereon in accordance with law. (Government Code 54957.7)

#### **Personnel Matters**

The Board shall report any personnel action taken and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall identify the position title and any change in compensation. However, the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

#### **Negotiations/Collective Bargaining**

Closed sessions related to negotiations may include discussion of the district's available funds and funding priorities but only insofar as these discussions relate to providing instructions to the district's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken during the closed session. (Government Code 54957.6)

Approval of an agreement concluding closed session labor negotiations with represented employees shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

(cf. 4143 - Public Notice - Personnel Negotiations)

#### **Student Matters**

Actions related to student matters shall be taken in open session and shall be a matter of public record except that students shall not be named on the records. No information shall be released in violation of student privacy rights provided in law. (Education Code 35146, 48918)

(cf. 5125 - Student Records)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

#### **Real Estate Negotiations**

Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final. If the Board renders the agreement final, it shall report that approval, the votes or abstentions thereon, and the substance of the agreement in open session at the public meeting

during which the closed session is held. If final approval rests with the other party, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

#### Pending Litigation

The Board shall report the following actions related to pending litigation, and the votes or abstentions thereon, at the public meeting during which the closed session is held:

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation and if final approval rests with the other party or with the court, the district shall report the fact of approval, the substance of the agreement and the vote and abstentions thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

#### JPA/Self-Insurance Claims

The Board shall report the disposition of JPA or self-insurance claims and the votes or abstentions thereon at the public meeting during which the closed session is held. This report shall include the name of the claimant(s), the name of the agency claimed against, the substance of the claim and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

#### Legal Reference:

#### EDUCATION CODE

35145 Public meetings

35146 Closed session (re student matters)

48918 Rules governing expulsion procedures; hearings and notice

49073-49079 Privacy of student records

60617 Meetings of governing board

#### GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54957.1 Closed sessions; public report of action taken

54957.6 Closed sessions; representatives to employee organization(s)

54957.7 Disclosure of items to be discussed

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 85 (1997)

Kleitman v. Superior Court of Santa Clara County 87 Cal Rptr. 2d (1999)

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: August 25, 1994 Fresno, California

revised: May 11, 1995

reviewed: January 12, 2000

Fresno USD | 9000 | AR 9322 Board Bylaws

### **Agenda/Meeting Materials**

#### Dissemination of Materials

The agenda for Governing Board meetings shall be available at the Education Center on Monday afternoon preceding a Board meeting, free of charge.

The agenda for Board meetings shall be mailed to community organizations or groups, upon written request (renewed within 90 days of January 1 of each year), free of charge.

All supportive materials for Board meetings shall be available for perusal at the Education Center on Monday afternoon preceding a Board meeting. A limited number of copies will be available for pickup free of charge.

1. Board meeting packets of materials shall be provided for members of staff designated by the Superintendent or designee.

2. The Board meeting agenda shall be provided as follows:

a. Schools - Three copies; one for posting and two for PTA/Parent Representatives

b. Departments - as need is identified by division head

c. Copies of materials shall be provided as follows:

(1) Agenda, mailed to organizations or groups, on written request, or picked up at Education Center: No charge

(2) Minutes, picked up at Education Center while supply lasts: No charge

(3) Minutes, mailed, on written annual request: \$25 annually

(4) Board meeting packets (complete with all materials) on annual written request to be picked up at the Education Center or mailed to: Employee Organizations,

News Media, Student Board Representatives and PTA Council: No charge

(5) Board meeting packets (complete with all materials) mailed on annual written request: \$5 per packet

(6) Copy of Board materials after initial supply is

exhausted: \$.15 per page

(7) Taped transcript of Board proceedings, available up to 30 days following the meeting: Cost of tapes

Regulation FRESNO UNIFIED SCHOOL DISTRICT

approved: September 26, 1991 Fresno, California

revised: May 11, 1995

revised: September 24, 1998

reviewed: January 12, 2000

## **Fresno Unified Board Bylaw (BB) 9324 Minutes and Recordings**

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public and helps foster public trust in Board governance.

*(cf. 9000 - Role of the Board)  
(cf. 9005 - Governance Standards)  
(cf. 9323 - Meeting Conduct)*

The secretary of the Governing Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.  
(Education Code 35145, 35163)

*(cf. 1340 - Access to District Records)  
(cf. 9122 - Secretary)  
(cf. 9323.2 - Actions by the Board)*

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are **present**, in person or by teleconference, and whether a **member is not present for part of the meeting due to late arrival and/or early departure**

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)  
(cf. 9320 - Meetings and Notices)*

2. A brief **summary of the Board's discussion on each agenda topic**, rather than **a verbatim record of each Board member's specific points of view during the discussion**

3. A summary of the public comments made on agendized items and unagendized topics

4. The **specific language of each motion and the names of the Board members who made and seconded the motion**

5. **Preferential votes cast by student Board member(s) (Education Code 35012)**

*(cf. 9150 - Student Board Members)*

6. **Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)**

**The minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061, unless otherwise required by law. (Education Code 49073.2)**

*(cf. 5125.1 - Release of Directory Information)*

~~The minutes shall reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.~~

~~*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*~~

~~In order to ensure that the minutes are focused on Board action, the minutes shall include a summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.~~

The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion.

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The Board agenda shall include a statement of the option and process for students and parents/guardians to request that such information be excluded from the minutes.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting, ~~or as soon thereafter as possible.~~ The Board shall approve the minutes as circulated or with necessary amendments.

~~Upon approval by the Board, the minutes shall be signed by the Board President or designee. Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.~~

~~(cf. 3580 - District Records)~~

Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda for the next regular meeting.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

*(cf. 9321.1 - Closed Session Conduct and Reports)*

Official Board minutes and recordings shall be stored in a **secure fire-proof** location **and shall be retained in accordance with law.**

*(cf. 3580 - District Records)*

#### **Recording of Votes**

~~Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous.~~

#### **Recording or Broadcasting of Meetings**

The district may tape, film, stream, or broadcast any open Board meeting ~~and, to the extent practicable, the recorder or camera shall be placed in plain view of meeting participants.~~

**Any district recording may be erased or destroyed** ~~Recordings made during regular or special Board meetings are public records. They shall be kept for at least 30 days~~ **after the meeting. Recordings made at the direction of the Board during a meeting are public records** and, upon request, shall be made available for inspection by members of the public on a district **equipment recorder** without charge. (Government Code 54953.5)



*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

35012 Number of members; terms; student board members

35145 Public meetings

35163 Official actions, minutes, and journals

35164 Vote requirements

49061 Student records; definitions

49073.2 Privacy of student and parent/guardian personal information

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

GOVERNMENT CODE

54952.2 Meeting defined

54953 Meetings

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

CODE OF REGULATIONS, TITLE 5

16020-16027 Classification and retention of records

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: August 25, 1994

reviewed: January 12, 2000

revised: September 13, 2000

revised: June 1, 2016

revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-43**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Amendment to Board Meeting Date for Academic Year 2023/24**

Included for the Board's consideration and approval is a proposed amendment to a Board of Education meeting date for academic year 2023/24 .

On April 06, 2022, the Board approved the Board of Education meeting dates for academic years 2022/23 and 2023/24 and at that time Juneteenth (June 19) was not a holiday on the Fresno Unified School District Academic Calendar.

Staff recommend moving the last Board of Education meeting for academic year 2023/24 as it falls on Wednesday, June 19, 2024, the Juneteenth holiday.

The recommendation is to move the Board of Education meeting to Thursday, June 20, 2024. These dates will not preclude either additions or changes at any time throughout the year.

**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:**



**FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR BOARD MEETING SCHEDULE 2023/24**

**ALL MEETINGS WILL BE HELD AT FRESNO UNIFIED SCHOOL  
DISTRICT EDUCATION CENTER, 2309 TULARE STREET – 2<sup>ND</sup> FLOOR  
MEETING TIMES WILL BE SPECIFIED ON THE AGENDA**

**2023**

**August 09 and 23**

**September 13, 20 (Board Workshop), and 27**

**October 04 and 18**

**November 01 and 15 (Board Workshop)**

**December 06 and 13**

\*\*\*\*\*

**2024**

**January 10, 17 (Board Workshop), and 24**

**February 07, 21, and 28 (Board Workshop)**

**March 06 and 20**

**April 10 and 24**

**May 08 and 22**

**June 12 and ~~19~~ 20**

**(Approval of these dates will not preclude either additions or changes at any time)**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-44**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Deny**

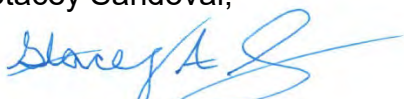
(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Deny Claim GL22-1117-9132**

**ITEM DESCRIPTION:** Included in the Board binders is a Claim for Damages by a minor, case GL22-1117-9132. The Superintendent recommends that 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:**



# FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

<b>INSTRUCTIONS</b> <ul style="list-style-type: none"> <li>• Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Read entire Claim Form before filing.</li> <li>• Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.</li> <li>• Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)</li> </ul>		<b>RESERVED FOR FILING</b> <b>STAMP CLAIM NO:</b>  <b>MAY 15 2023</b>  <b>BENEFITS AND RISK MANAGEMENT</b> <b>FRESNO UNIFIED SCHOOLS</b>	
1. Name of Claimant <u>minor</u>		2. Birthdate of Claimant <u>minor</u>	
3. Home Address of Claimant <u>minor</u>		4. Home Telephone Number <u>minor</u>	
5. Business Address of Claimant <u>- N/A</u>		6. Business Telephone Number <u>- N/A</u>	
7. Give Address of which you desire notices or communication to be sent regarding this claim: <u>minor</u>			
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: <u>Another child rode his bike and ran into minor at Balderas Elementary School. minor stated the other child whom rode the bike ran over her arm. Damages are shown at Hospital, see attachment.</u>			
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: <u>minor injury occurred during recess break / play break around 9:45am - 10:00am on 11/17/2022, Thursday. X-ray photo attached, see attachment.</u>			
10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. <u>Minor injury occurred at Balderas Elementary School, address: 4625 E Florence Ave, Fresno, CA 93725, located on the play ground for TK and Kindergarten children/students.</u>			
11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: <u>Unknown child at Balderas rode bike and ran over minor arm into minor. Damages of minor shown visit to hospital. Photos can be obtained by parent if needed.</u>			
12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910(f)) <u>On 11/17/2022, Yee, father lost two hours of work, plus state rate pay of \$22.00 per hour.</u>			
13. Insurance payments received, if any, and name(s) of insurance company: <u>Medical insurance was billed for minor injury. Medi-cal is minor insurance</u>			
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): <u>There were bills sent to Medi-cal. 11/17/2022 - Gas and time sent minor to ER and orthopedic clinic checkup. 11/17/2022 - loss of work hours (2 hours) \$22.00 per hour plus flat rate.</u>			
15. Name and address of Witnesses, Doctors and Hospitals: <u>Fua Lee, minor, Dr. Kayla MacAlarie CPNP, Trisha J Beck, MD - Valley Children's Hospital.</u>			
16. Signature of Claimant or person filing: 		17. Typed Name (Relationship to Claimant) <u>Fua Lee (mother)</u>	
		18. Date: <u>5/10/2023</u>	

**NOTE:** Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Children Valley Hospital, address: VCH Main Hospital  
Madera  
Emergency  
Department Main  
9300 Valley Children's Place  
Madera, CA 93636-8761

*Minor* was in the emergency department.

*Minor* also ~~had to~~ ~~been~~ attended, Pediatric Orthopaedics Main  
Address: 9300 Valley Children's Place  
Madera, CA 93636-8761

*Minor* also attended, Address:  
Pediatric Orthopaedic Surgery  
9300 Valley Children's Place  
Madera, California 93636-8761

# AFTER VISIT SUMMARY

*minor*

11/17/2022 Emergency Department Main 559-353-58

## Instructions

Please go to the orthopedic clinic at 8 AM tomorrow for further evaluation and probable casting.

Return to the ED for worsening symptoms, uncontrolled pain, tingling, numbness or any other concerns.

- Take medications as directed.
- Diet as we discussed.
- Drink lots of fluids.



## Talk with your provider about your medications

- ASK how to take:  
predniSONE 5 MG tablet (DELTASONE)

Review your updated medication list below.



## Ambulatory referral to Orthopaedic Surgery

Where: Pediatric Orthopaedics Main  
Address: 9300 Valley Children's Place Madera CA 93636-8761  
Phone: 559-353-5941  
Expires: 11/17/2023 (requested)



## Follow up with Pediatric Orthopaedics Main

Specialty: Pediatric Orthopaedic Surgery  
Contact: 9300 Valley Children's Place  
Madera California 93636-8761  
559-353-5941

Kindly use the Outpatient Entrance and Visitor Parking Lot E.

## Today's Visit

You were seen by Trisha J Beck, MD

## Reason for Visit

Arm Injury

## Diagnoses

- Broken arm
- Broken arm
- Arm injury

## Imaging Tests

X-RAY FOREARM 2 VIEWS LEFT

## Done Today

ED COMM to HUC - Contact Specialist

## Medications Given

acetaMINophen (TYLENOL) Last given at 5:13 PM



Blood Pressure  
110/72



Weight  
39 lb  
10.9 oz



Temperature (Tympanic)  
98.1 °F



Pulse  
121



Respiration  
22



Oxygen Saturation  
99%

## What's Next

NOV  
30  
2022

## Follow Up Appointment

Wednesday November 30 2:30 PM  
(Arrive by 2:15 PM)

Please arrive 15 minutes prior to your scheduled appointment.  
Please bring any insurance information and a copayment if required by your insurance company.

Oncology Main  
9300 Valley Children's Place  
Madera CA 93636-8761  
559-353-5480  
Arrive at: VCM  
ONCOLOGY

You are allergic to the following  
No active allergies

## Valley Children's MyChart

View this After Visit Summary and more online at <https://mychart.valleychildrens.org/portal/>.

*minor*



11/17/22  
M003170544

VALLEY CHILDRENS RM 5  
XR FOREARM 2 VIEWS LEFT  
Xp2 Forearm 4-12a  
11/17/2022, 4:15:07 PM  
5503466

5 YEAR  
F  
Tech: HX





003170544

5 YEAR  
F  
Tech: HX

VALLEY CHILDRENS RM 5  
XR FOREARM 2 VIEWS LEFT  
Xp2 Forearm 0-3a  
11/17/2022, 4:16:40 PM  
5503466

L  
HX  
X-TABLE

SIEMENS  
SIEMRM5

Page: 2 of 3

C:3  
W:4  
Compressed

cm

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-45**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Crisis Prevention Institute, Incorporated**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Crisis Prevention Institute, Incorporated (CPI). in the amount of \$112,270. CPI provides Advanced Physical Skills (APS) Training. January 31, 2023, CPI provided training to Phoenix Elementary School and Phoenix Secondary School. This training has certified many staff members with the most advanced version of the CPI course available. To expand this CPI training, this course provides the capacity for staff to train other Fresno Unified School District staff members.

A second training occurred May 02, 2023. This training allowed our team to increase from six to twelve members to keep up with the ongoing demand for safety. This course provides training for new staff members as well as any trainers who need to renew their certification. By the end of June 30, 2023, all principals, vice principals, and guidance learning advisors will be CPI certified. Special Education has teamed up with the Safety Office to ensure their staff members are informed of trainings to increase participation. Additional verbal de-escalation training will be provided for all bus drivers.

This agreement commenced January 31, 2023, and ended on May 31, 2023.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$112,270 are available in the Special Education Budget.

**PREPARED BY:** Tangee Pinheiro, Ed.D.,  
Instructional Superintendent

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

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

**SUPERINTENDENT APPROVAL:**





*Achieving our Greatest Potential!*

## Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

80402

**Vendor Number**

Crisis Prevention Institute, Inc. (CPI)

10850 W. Park Place, Suite 250, Milwaukee, WI 53224

**Vendor Name**

(800) 558-8976

**Address**

Brandon Zolp

**Phone Number**

**Vendor Contact**

**From:** 1/31/2023

**Through:** 5/31/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Patrick Morrison

Special Education

457-3220

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Function-Object)**

060-3305-0785-5760-1110-5899

**Annual Cost** \$ 112,270.00

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

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☒

No ☐

### Scope of Work Summary:

To provide mandatory safety training for Fresno Unified School District, site based positions. Positions work directly with students. This training offers support and safety training for our staff as well as for the safety for our students.

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:** 06/14/2023 Will contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

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

*AB*  
Signed

5/18/2023

Date

Reviewed & approved by **Risk Management**

*Shorey*  
Signed

5/29/2023

Date

Reviewed & approved by **Department Head**

*VR*  
Signed

5/17/23  
Date

Please return signed agreement back to (name/email): Kimberley Rodrigues, kimberley.rodrigues@fresnounified.org



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-3305-0785-5760-1110-5899

District Contact Person: Patrick Morrison

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Crisis Prevention Institute, Inc. (CPI)

Contractor's Contact Person: Brandon Zolp

Contractor's Title: Territory Account Manager

Contractor's Telephone

Number: (800) 558-8976

Contractor's E-mail: bzolp@CrisisPrevention.com

Contractor's Address: 10850 W. Park Place, Suite 250, Milwaukee, WI 53224

This Independent Contractor Services Agreement is made and entered into effective 1/31/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Crisis Prevention Institute, Inc. (CPI) ("Contractor").

1. Contractor Services. Contractor agrees to provide

CPI performed one safety training in January 2023 and another in May 2023.

Mandatory safety training for Fresno Unified School District site based positions. Positions interact directly with students. This training offers safety for our staff as well as for our students.

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 1/31/2023, and shall terminate on 3/31/2023. 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 \$ 112,200 per total, Not to exceed \$ 112,270.00. Checks will be made payable to Crish Prevention Institute, Inc. (CPI). 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 ASM

- 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): \$ 112,270.00
- 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.pncpas.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 ASM

District's initials PM 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 advisers 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.~~ See attachment A

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.~~ See attachment A

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.~~ See attachment A

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



## Fresno Unified Independent Contract

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. See attachment A~~

~~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. See attachment A~~

~~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. See attachment A~~

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 AS

District's initials PM 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: Crisis Prevention Institute, Inc.

*Name:* Anthony J. Magro  
Chief Revenue Officer

*Address:*

Crisis Prevention Institute, Inc.  
10850 W. Park Place, Suite 250  
Milwaukee, WI 53224

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

**CONTRACTOR**

Crisis Prevention Institute, Inc. 

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

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

  
\_\_\_\_\_  
*Name:* Anthony J. Magro *Title:* Chief Revenue Officer

\_\_\_\_\_  
5/15/23  
*Date*

Approved As To Form:

  
\_\_\_\_\_  
Stacey Sandoval, Executive Director  
Risk Management

5/29/2023

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



# CRISIS PREVENTION INSTITUTE

## ATTACHMENT A

From: Kimberley Rodriguez <Kimberley.Rodriguez@fresnounified.org>  
Sent: Tuesday, May 3, 2023 2:31 PM  
To: Nick Schreier <nschreier@CrisisPrevention.com>  
Cc: Brandon Zolp <bzolp@CrisisPrevention.com>; Jimmy@CrisisPrevention.com; Patrick Morrison <Patrick.Morrison@fresnounified.org>; Karina Conchas <Karina.Conchas@fresnounified.org>  
Subject: Time Sensitive-CPI Training - Independent Contractor Services Agreement  
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,  
Stacey Sandoval, Executive Director Risk Management reviewed and approved your revisions to the Independent Contractor Services Agreement. For printing purposes, would you like to add an Attachment A to the document in order to print your changes to sections:

13. b.  
13. c.  
13. e.  
15. a. b. c.

### Catalogue of Approved Crisis Prevention Institute ("CPI") Change Requests to Fresno Unified School District Independent Contractor Services Agreement

- Contract Routing Form, add "Milwaukee, WI 53224" to CPI's address.
- Page 1, add "Milwaukee, WI 53224" to CPI's address.
- Page 3, strike first paragraph of Section 13b., replace with "Contractor and the District agree that neither party shall disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to their respective employees, personnel, 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 or the District become aware of any disclosure or use not in compliance with this Agreement, said party shall notify the other party in writing within three (3) business days. Contractor and the District 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."
- Page 3, strike entirety of Section 13c., replace with "Contractor's and the District's obligations 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, the District, or a third party; (b) is independently developed by Contractor or the District without the aid, application or use of Confidential Information; or (c) was received by Contractor or the District on a non-confidential basis prior to receipt by either party or from a third-party lawfully possessing and lawfully entitled to disclose such information."
- Page 3, strike entirety of Section 13e., replace with "All Confidential Information provided by either party to the other party is and shall forever remain the sole and

10850 W. Park Place, Suite 250 | Milwaukee, WI 53224

TOLL-FREE 800.558.8976 | FAX 414.979.7098 | TTY 888.758.6048 (Deaf, hard of hearing, or speech impaired)

crisisprevention.com

exclusive property of the party providing the Confidential Information. By granting access to Confidential Information, neither party grants any express or implied right to use, publish or disclose any Confidential Information. After its review of the Confidential Information, either party will return to the other party all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the providing party's express permission destroy the Confidential Information and certify in writing that it has been destroyed."

- Page 3, add the following as Section 14:  
"Intellectual Property Rights: The parties agree that all Training Materials and De-escalation Content CPI licenses or sells to the District or provides to its participant learners, are the intellectual property of CPI. The District agrees to take all steps reasonably necessary to protect CPI's interest in and ownership of these Training Materials and De-escalation Content. Those steps shall include:
  - The District shall not modify the Training Materials or De-escalation Content without CPI's express written consent.
  - The Training Materials and De-escalation Content must retain all existing copyright and trademark notices.
  - At no time shall the District, or its employees, directly or indirectly distribute copies of the Training Materials or De-escalation Content to the public by sale or other transfer of ownership, or by rental, lease, lending, or gift.
  - If the Training Materials or De-escalation Content are provided in a digital format, they must reside on a password-protected secure website accessible only by the District's employees.
  - The District shall protect the Training Materials and De-escalation Content from unauthorized download and/or distribution by its employees.
- Page 4, strike entirety of Section 15, replace with "To the extent permitted by applicable law, the parties agree to indemnify, defend, and hold each other harmless from any third-party claim arising out of actions either of them takes pursuant to this MSA and/or any SOW. This indemnification obligation does not extend to allegations of gross negligence or willful misconduct by the Indemnified Party. This indemnification obligation extends to all defense costs and attorney fees incurred by the Indemnified Party. When a party becomes aware of a claim which could be subject to this paragraph, that party must provide prompt notice of that claim to the other party (the "Indemnifying Party). The rights and obligations in this paragraph shall survive the expiration of this MSA. In addition, CPI shall defend and indemnify Customer from any claim by a third-party alleging that the Training Materials infringe on the intellectual property rights of that third-party."
- Page 7, replace signatory with "Anthony J. Magro, Chief Revenue Officer"

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-46**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Right Direction Crisis Intervention**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Right Direction Crisis Intervention in the amount of \$15,858. On April 27, 2023, an emergency placement was established at a Residential Treatment Center (RTC) located in Spokane, Washington. This RTC facility specializes in serving students who require intensive mental health and behavior supports beyond the capacity of traditional schools as outlined in the student's Individualized Education Program.

Fresno Unified School District utilized Right Direction Crisis Intervention to provide the required intervention and transportation of the student. Right Direction Crisis Intervention is an independent company highly skilled and trained in working with sensitive situations while providing the highest quality crisis intervention and transport services.

The term of the agreement commenced April 27, 2023, and ended May 17, 2023.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$15,858 are available in the Special Education Budget.

**PREPARED BY:** Tangee Pinheiro, Ed.D.,  
Instructional Superintendent

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

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

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

pending

**Vendor Number**  
Right Direction Crisis Intervention

**Vendor Name**  
(480) 216-0071

**Phone Number**

**From:** 4/26/2023

**Term (Duration)**  
FUSD Contract Administrator:  
Patrick Morrison

**Through:** 5/17/2023

**Address**  
Jeana Higley

**Vendor Contact**

**Special Education Department** 559-457-3220

**Site/ Dept** 0324

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Function-Object)** 060-6546-5762-3120-5899

**Annual Cost** \$15,827.54 (Contract will not be authorized to exceed this amount w/o BOE approval)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☒

No ☐

## Scope of Work Summary:

Right Direction Crisis Intervention provided intervention and transportation of a student (LY) from Fresno, California to Coeur d' Alene, Idaho on April 27, 2023. Right Direction Crisis Intervention also provided intervention and transportation for same student to be returned to Fresno, California on May 17, 2023. Student was initially placed at a NPS facility to meet the student's needs. Specialized transportation services were required.

Please indicate where the work will be performed:

Work to be performed remotely out of state

Date Item is to appear on Board of Education Agenda: 06/21/23  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

Signed

6/2/2023

Date

Reviewed & approved by Risk Management

Signed

6/5/2023

Date

Reviewed & approved by Department Head

Signed

6/1/23

Date

Please return signed agreement back to (name/email) : Kimberley Rodrigues



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-6546<sup>0326</sup>5762-3120-5899

District Contact Person: Patrick Morrison

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Right Direction Crisis Intervention

Contractor's Contact Person: Jeana Higley

Contractor's Title: Director of Human Resources and Billing

Contractor's Telephone  
Number: (480) 216-0071

Contractor's E-mail: Jeana@rdas.net

Contractor's Address: P.O. Box 712024

This Independent Contractor Services Agreement is made and entered into effective 4/26/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Right Direction Crisis Intervention ("Contractor").

1. Contractor Services. Contractor agrees to provide

Right Direction Crisis Intervention provided intervention and transportation of a student (LY) from Fresno, California to Coeur d'Alene, Idaho on April 26, 2023. Right Direction Crisis Intervention also provided intervention and transportation of same student back to Fresno, California on May 17, 2023. Specialized transportation was necessary for these trips.

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 4/26/2023, and shall terminate on 5/17/2023. 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 \$ 8,500.00 per Administrative Fees, Not to exceed \$8,500.00. Checks will be made payable to Right Direction Crisis Intervention. 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 \_\_\_\_\_

- a. Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$ 306.34 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$ 6,981.20 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 40.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 15,827.54
- 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.ppepas.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 [Signature] District's initials PMSS

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 

District's initials 

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

Name: Jeane Higley

Address:

P.O. Box 712024  
Salt Lake City, Utah 84171

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**

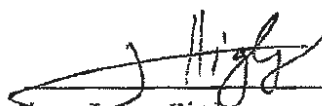
Fresno Unified School District

**CONTRACTOR**

Right Direction Crisis Interventi

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name: Jeana Higley

\_\_\_\_\_  
Title: Director of Human Resouro

  
\_\_\_\_\_  
Date

Jun 1, 2023

Approved As To Form:



\_\_\_\_\_  
Stacey Sandoval, Executive Director  
Risk Management

6/5/2023

\_\_\_\_\_  
Date

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-47**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Leadership Associates**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Leadership Associates to conduct an executive search for the positions of Chief Financial Officer. ~~and Executive Director Special Education.~~

The agreement with Leadership Associates will include the following:

- All meetings with the Superintendent and designated staff as needed
- Publishing and announcement of position descriptions
- Acceptance of applications and responding to all inquiries regarding positions
- Advertisement and consultant expenses
- Recruitment of candidates and extensive background checks
- Supporting the Superintendent for the interviews, including draft questions and final selection of candidates
- Contacting candidates that did not get an interview
- Acting as an advisor to the Superintendent

Leadership Associates began performance of the above services as of June 08, 2023.

**FINANCIAL SUMMARY:** Sufficient funds of ~~\$36,000~~ \$18,000 are available in the Human Resources Department Budget.

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

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

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

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

20836

**Vendor Number**

Leadership Associates

**Vendor Name**

(916) 620-4951

**Phone Number**

**From:** 6/8/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Manjit Alwal

Name

449 W. Foothill Blvd. #427, Glendora, CA 91741

**Address**

Dennis Smith, Ed. D.

**Vendor Contact**

**Through:** 12/8/2023

Human Resources/Labor Relations (559) 457-3501

Site/ Dept

Telephone number

**Budget (Fund-Unit-Dept.-Activity-Function-Object)**

030-0720-0930-0000-7200-5899

**Annual Cost** \$ 18,000.00

(Contract will not be authorized to exceed this amount w/o BOE approval) ☐

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

**Scope of Work Summary:**

The Contractor will conduct an Executive Search for the Position of Chief Financial Officer and the Position of High School Principal as delineated in the attached Service Agreement Summary.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California ☐

Date Item is to appear on **Board of Education Agenda:** 06/21/23  
(Contracts of \$15,000.00 or more)

Will contract be submitted with **Bundled Contracts?** No

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

David Chavez

June 12, 2023

Signed

Date

Reviewed & approved by **Risk Management**

Signed

6/12/23

Date

Reviewed & approved by **Department Head**

David Chavez

June 12, 2023

Signed

Date

Please return signed agreement back to (name/email) : Susan Monasterio





## SERVICE AGREEMENT

### LEADERSHIP ASSOCIATES

[www.leadershipassociates.org](http://www.leadershipassociates.org)

449 W. Foothill Blvd., #427  
Glendora, CA 91741  
(916) 520-4951

### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **8<sup>th</sup> day of June 2023** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **FRESNO UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

**The Contractor will conduct an executive search for the following:**

**Position: Chief Financial Officer**

The District agrees to pay the Contractor **EIGHTEEN THOUSAND DOLLARS (\$18,000)** for services provided. Payment is to take place upon selection of the finalist. The Contractor will submit the invoice to the District. Payment is due within 30 days of receipt of invoice.

**Remittance payable/forwarded to: Leadership Associates**  
**Attn: Betty Hall**  
**449 W. Foothill Blvd., #427**  
**Glendora, CA 91741**

The Contractor is to perform the above services beginning June 8, 2023.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:  
LEADERSHIP ASSOCIATES  
Taxpayer ID #: 68-0383653

By: Betty Hall

Name: Betty Hall

Dept: Fiscal Services

Date: June 8, 2023

DISTRICT:  
FRESNO UNIFIED SCHOOL DISTRICT

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

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Date: \_\_\_\_\_

Approved As To form

Stacey Sandoval

6/16/2023

Stacey Sandoval, Executive Director  
Risk Management





## **FEE AND SUMMARY OF SERVICES**

### **FRESNO UNIFIED SCHOOL DISTRICT POSITION: CHIEF FINANCIAL OFFICER**

#### **TOTAL FEE TO CONDUCT SEARCHES: \$18,000 (all-inclusive;)**

This fee includes:

- All meetings with the Superintendent and designated staff as needed
- Publishing and announcement of position description
- Acceptance of applications and responding to all inquiries regarding position
- Advertisement and consultant expenses
- Recruitment of candidates and extensive background checks
- Supporting the Superintendent for the interviews, including draft questions and final selection of candidate
- Contacting candidates that did not get an interview
- Acting as an advisor to the Superintendent

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-48**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT:** Ratify Amendment to Agreement with Fairbank, Maslin, Maullin, Metz & Associates to Conduct a Community Survey Regarding Potential Bond Measure

**ITEM DESCRIPTION:** Included in the Board binders is an amendment to an agreement from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. The Board approved the original agreement on April 26, 2023, in the amount of \$47,750. Per the Board's request, services to conduct interviews in an additional language were requested after the original agreement was approved. The additional increase of \$2,500 increases the total agreement amount to \$50,250.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$2,500 are available in the General Fund.

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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FEDERAL FUNDING WILL NOT BE USED



## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number	12100 Wilshire Boulevard, Suite 350	
FM3 Research	Address	
Vendor Name	John Fairbank	
(310) 828-1183	Vendor Contact	
Phone Number	Through: 5/30/2023	
From 4/27/2023		
Term (Duration)		
FUSD Contract Administrator:	Facilities Management & Planning (559) 457-5126	
Alex Belanger	Site/ Dept	
Name	Telephone number	
Budget (Fund-Unit-Dept-Activity-Function-Object)	030-0734-1891-0000-0100-5000	

Annual Cost ~~\$47,750.00~~ \$50,250 to JE (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☒

No ☐

### Scope of Work Summary:

Fairbank, Hamlin, Mullin, Metz & Associates (FMA) will conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FMA proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost of up to \$47,750. Pending board approval, the survey will be conducted May 2023, providing results to be shared at our May 30th, 2023 board work shop.

CONDUCT SURVEY IN ADDITIONAL LANGUAGE \$2,500

TOTAL CONTRACT \$ 50,250

JE

Please indicate where the work will be performed:

4/26/23

Work to be performed remotely in the state of California

Date Item is to appear on Board of Education Agenda: 4/26/23  
(Contracts of \$13,000.00 or more)

Will contract be submitted with Unfilled Contracts? No

Reviewed & approved by Cabinet Level Officer:

Signed

Date

3/30/23

Reviewed & approved by Risk Management

Signed

4/17/2023

Date

Reviewed & approved by Department Head

Signed

Date

4/14/23

Please return signed agreement back to (in person/mail): Alex Belanger Facilities Management & Planning

Revised 3/23/23



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: M500

030-0734-1891-0000-8100-5899

District Contact Person: Alex Belanger

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: FM3 Research

Contractor's Contact Person: John Fairbank

Contractor's Title: Partner

Contractor's Telephone

Number: (310)828-1183

Contractor's E-mail: john@FMEResearch.com

Contractor's Address: 12100 Wilshire Boulevard, suit 350

This Independent Contractor Services Agreement is made and entered into effective 4/27/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and FM3 Research ("Contractor").

1. Contractor Services. Contractor agrees to provide

Agency:

(FM3) will conduct a community survey to gauge voter interest in a potential 2024 school facility bond measure.

Deliverables:

FM3 will develop the questionnaire, conduct interviews in two languages, and provide data analysis of, a top line results of the survey for reference, a complete set of cross-tabs in a easy to ready comprehensive format, verbatim responses to any open ended question, complete analysis of survey results in power point, and presentation of findings

Survey:

Proposed survey will provide responses from 700 voters regarding a 2024 potential bond.

Timing:

Pending Board approval, the survey will be conducted April - May 2023, providing results to be shared at our May 30 th, 2023, board workshop.

Cost: Consultation \$47,750

CONDUCT SURVEY IN ADDITIONAL LANGUAGE \$ 2,500

TOTAL COST: \$ 50,250

JF

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 4/27/2023 , and shall terminate on 5/30/2023 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 \$50,250 per , Not to exceed \$47,750.00 JF  
Checks will be made payable to FM3 Research 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 JF

- 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): \$ 47,750.00
- f. Other \$50,250 JF

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 JF 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 JF 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

Contractor: FM3 Research

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

Name: John Fairbank

Address:

Fairbank, Maslin, Maullin, Metz & Associates  
FM3  
12100 Wilshire Boulevard, Suite 350  
Los Angeles, CA 90025

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

  
\_\_\_\_\_  
Fresno Unified School District


Patrick Jensen, Interim Chief Financial Officer

Apr 27, 2023

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

**CONTRACTOR**

FM3 Research

  
\_\_\_\_\_  
Fresno Unified School District

Name: John Fairbank

Title: Partner

4-12-2023

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

Approved As To Form:

  
\_\_\_\_\_  
Fresno Unified School District

Stacey Sandoval, Executive Director

Risk Management

4/17/2023

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

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-49**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Grant Application to the No Kid Hungry Grant Opportunity**

**ITEM DESCRIPTION:** Included in the Board binders is a request to ratify the submission of the grant application to No Kid Hungry Grant Opportunity. The purpose of the No Kid Hungry Grant Opportunity is to maximize child nutrition programs and other emergency food programs to ensure children and families have access to healthy meals at school during the school year and summer months. The district plans to utilize these funds to purchase equipment to support the transformational changes occurring in the Nutrition Services Department.

**FINANCIAL SUMMARY:** The grant will provide up to \$160,000. No district match is required.

**PREPARED BY:** Amanda Harvey,  
Director

**DIVISION:** Operational Services  
**PHONE NUMBER:** 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: June 21, 2023

**AGENDA ITEM A-50**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT:** Ratify the Agreement for Request for Qualifications and Proposals 23-12, Design Build Services with New England Sheet Metal and Mechanical Co.

**ITEM DESCRIPTION:** Included in the Board binders is a request for ratification of the Agreement for Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services with New England Sheet Metal and Mechanical Co. (NESMM) at the guaranteed maximum price (GMP) of \$45,707,966. On March 08, 2023, the Board authorized the preconstruction, design, and procurement services required to establish and negotiate the GMP.

The Elementary and Secondary School Emergency Relief III (ESSER III) heating ventilation and air conditioning (HVAC) project has been portioned between two pre-qualified design-build contractors: New England Sheet Metal and Mechanical Co. and Davis Moreno Construction. The agreement presented for ratification only includes the sites contracted to NESMM.

NESMM took initial steps in the preconstruction process by establishing a preliminary GMP. After final completion of site evaluations and design, the detailed cost analysis of construction is projected, and final GMP is reached. Reaching the final amount has been an open, cooperative process, with the Disadvantaged Business Enterprise (DBE) providing details about the construction costs, including the competitively bid subcontracts and equipment procurement. Legal counsel has assisted with the negotiations throughout this process.

The individual sites with HVAC upgrades at the gyms are represented below:

**Gym HVAC Upgrades:**

Computech Middle School  
Cooper Academy Middle School  
Fort Miller Middle School  
Gaston Middle School  
Kings Canyon Middle School  
Scandinavian Middle School  
Tehipite Middle School  
Tenaya Middle School  
Terronez Middle School  
Tioga Middle School  
Wawona Middle School  
Yosemite Middle School

The individual sites with controls, boiler, and unit ventilator replacements at the classrooms are represented below:

**Replacement Projects:**

Addams Elementary School  
Anthony Elementary School  
Balderas Elementary School  
Computech Middle School  
Cooper Academy Middle School  
Fort Miller Middle School  
Greenberg Elementary School  
Homan Elementary School  
Kings Canyon Middle School  
Norseman Elementary School  
Scandinavian Middle School  
Webster Elementary School

Construction is anticipated to commence as early as June 2023, following Board approval. Completion is anticipated by August 2024.

The agreement with New England Sheet Metal and Mechanical Co. is available for review in the Purchasing Department.

FINANCIAL SUMMARY: Grant applications for ESSER III are approved for a total of \$57,900,546.

PREPARED BY: Alex Belanger,  
Chief Executive, and Ann Looz,  
Executive Director

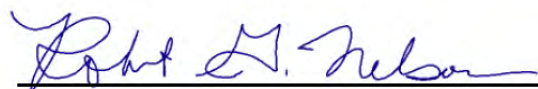
DIVISION: Operational Services  
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM A-51**

**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 April 01, 2023, through April 30, 2023, and Zero Dollar Contracts – Primary Report

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from April 01, 2023, through April 30, 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.

Also attached and included for ratification is a list of zero dollar contracts that specify terms but where no funds will be exchanged between Fresno Unified and other entities. The contracts are available for review in the Business Services Administration Office.

**FINANCIAL SUMMARY:** Funding is noted in the support material.

**PREPARED BY:** Ann Looz,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

**THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE**

**PURCHASE ORDERS DATED  
APRIL 1, 2023 TO APRIL 30, 2023  
RATIFICATION DATE JUNE 21, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
ADJUA NGEENA KEMBAH MCNEIL BOE 06/15/22 B-44 (BUNDLED CONTRACTS)	0755	761754	060	2600	\$25,000.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0155	775182	030	7090	\$10,659.25
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0155	775306	030	7090	\$10,458.06
ALL AMERICAN SPORTS USA	0410	775721	030	0171	\$4,352.61
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0410	775721	030	0172	\$24,664.78
A-MARK T-SHIRT, INC. RFQ 23-21	0790	775339	060	2600	\$11,846.80
A-MARK T-SHIRT, INC. RFQ 23-21	0852	775382	030	0500	\$11,000.00
AMAZON CAPITAL SERVICES BOE 06/01/22 A-14 (PIGGYBACK)	0710	776063	030	0194	\$15,403.50
AMAZON CAPITAL SERVICES BOE 06/01/22 A-14 (PIGGYBACK)	0755	774544	060	2600	\$12,077.23
AMAZON CAPITAL SERVICES BOE 06/01/22 A-14 (PIGGYBACK)	0796	775005	030	0667	\$10,000.00
AMERICAN EAGLE ENTERPRISES BOE 01/08/14 A-10 (CUPCCAA)	0919	775675	060	8150	\$11,724.90
AMG & ASSOCIATES, INC. BID 22-01	1005	743100	350	0913	\$54,240.28
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	775504	060	3213	\$178,220.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	775509	060	3213	\$712,880.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	775513	060	3213	\$534,660.00
ASSOC. OF TWO-WAY AND DUAL LANGUAGE ED. BELOW BID LIMIT (PCC 20111)	0701	774657	060	3213	\$12,695.00
ATKINSON, ANDELSON, LOYA, RUUD & ROMO BOE 06/15/22 A-14	1870	762413	030	0690	\$150,000.00
ATTAINMENT COMPANY, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0785	776023	060	6547	\$18,240.28
B & H PHOTO-VIDEO, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0270	775411	030	7091	\$11,051.68
B & H PHOTO-VIDEO, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0710	774653	060	6387	\$43,589.21
BAKEMARK	1910	762402	130	5310	\$10,300.00

BELOW BID LIMIT (PCC 20111)					
BARNES & NOBLE, INC.	0701	775156	060	3213	\$19,323.56
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BARNES & NOBLE, INC.	0702	759357	060	3010	\$12,896.64
INSTRUCTIONAL MATERIALS (PCC 20018.3)					
BARNES & NOBLE, INC.	0758	776015	030	0117	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20018.3)					
BARNES & NOBLE, INC.	0785	776024	060	6547	\$11,310.42
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BDM, INC.	1270	758634	350	0917	\$56,371.92
BID 22-37					
BLACKBEARDS	0812	774888	030	0137	\$10,621.25
BELOW BID LIMIT (PCC 20111)					
BOSS LASER, LLC	0710	774250	060	6387	\$10,884.94
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BOSS LASER, LLC	0710	774263	060	6387	\$22,169.57
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BREAK THE BARRIERS	0791	775457	060	2600	\$79,920.00
RFQ 22-09					
BRIGHT MORNING CONSULTING, INC.	0702	776295	060	6266	\$22,800.00
BELOW BID LIMIT (PCC 20111)					
CALVIN CREST CAMP	0725	776216	030	0173	\$27,930.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CAMP OAKHURST, INC.	0725	776071	030	0173	\$26,780.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CAMP OAKHURST, INC.	0725	776076	030	0173	\$13,843.20
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CARGILL KITCHEN SOLUTIONS, INC.	1910	774924	130	5310	\$12,921.30
BID 21-06					
CCAA	0725	766566	030	0172	\$15,000.00
BOE 08/10/22 A-9 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0445	775425	060	3010	\$10,395.10
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	774773	030	0152	\$98,142.40
CDW GOVERNMENT, INC.	0710	774773	060	6387	\$310,784.27
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	774785	030	0152	\$88,585.21
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0765	774094	060	3213	\$72,750.31
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0852	775097	030	0500	\$18,220.63
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	775521	030	0143	\$48,757.50
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	775848	030	0143	\$34,671.60
BOE 06/01/22 A-14 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	775889	030	0716	\$35,830.04



BOE 06/01/22 A-14 (PIGGYBACK)					
CENTRAL VALLEY WORLD LANGUAGE ASSOC.	0790	774499	060	2600	\$23,850.00
BELOW BID LIMIT (PCC 20111)					
CINTAS CORP.	0919	758533	060	8150	\$20,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
CITY OF FRESNO/FAX	0655	775194	030	7231	\$88,000.00
STUDENT TRANSPORTATION (EC 39802)					
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1120	774221	350	0913	\$16,600.00
PUBLIC UTILITIES (PCC 10103)					
CKEPUSA, LLC	1910	774610	130	5310	\$17,032.62
BOE 06/01/22 A-14 (PIGGYBACK)					
CLASS LEASING, LLC	1060	766873	350	0913	\$11,462.00
BOE 06/01/22 A-14 (PIGGYBACK)					
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	774707	120	5059	\$10,100.53
BELOW BID LIMIT (PCC 20111)					
CORE BUSINESS INTERIORS, INC.	0755	774525	030	0176	\$11,317.52
BOE 06/01/22 A-14 (PIGGYBACK)					
CRISIS PREVENTION INST, INC.	0880	774558	030	0672	\$14,350.96
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CULLINAN EDUCATION CENTER	0700	775260	060	3213	\$38,740.00
BELOW BID LIMIT (PCC 20111)					
CULLINAN EDUCATION CENTER	0700	776267	060	3213	\$35,760.00
BELOW BID LIMIT (PCC 20111)					
D.E. VIGIL UNLIMITED, INC.	0880	774334	680	0851	\$11,547.52
BELOW BID LIMIT (PCC 20111)					
DARDEN ARCHITECTS, INC.	0710	775398	030	0152	\$20,000.00
RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875A	060	3213	\$26,336,745.73
BID 22-21					
DONALD KEITH CAPPELLUTI	0791	776072	060	2600	\$13,000.00
BELOW BID LIMIT (PCC 20111)					
DOUBLE TREE INN BY HILTON	0703	774430	060	7311	\$26,091.59
BELOW BID LIMIT (PCC 20111)					
DW INVESTMENTS, INC., DBA WIENERSCHNITZEL	0796	775000	030	0667	\$13,860.00
BELOW BID LIMIT (PCC 20111)					
EDUCATION AND LEADERSHIP FOUNDATION	0791	775458	060	2600	\$58,905.07
RFQ 22-09					
EDUCATIONAL RESOURCE CONSULT.	0850	774591	030	0680	\$14,500.00
BOE 03/22/23 A-11					
EKC ENTERPRISES, INC.	0796	774232	060	3213	\$37,463.31
BELOW BID LIMIT (PCC 20111)					
EKC ENTERPRISES, INC.	0888	775881	030	0143	\$13,399.95
BELOW BID LIMIT (PCC 20111)					
FERGUSON ENTERPRISES, INC.	0919	759120	060	8150	\$19,100.00
BELOW BID LIMIT (PCC 20111)					
FFP FUND VI P2 PROJECTCO11, LLC	1920	774222	030	0734	\$155,000.00
PUBLIC UTILITIES (PCC 10103)					

FIRST STRING SPORTS BELOW BID LIMIT (PCC 20111)	0005 776309	030 0172	\$15,000.00
FIRST STRING SPORTS BELOW BID LIMIT (PCC 20111)	0010 758206	030 0172	\$10,000.00
FIRST STRING SPORTS BELOW BID LIMIT (PCC 20111)	0310 763510	030 0172	\$10,233.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1235 757232	140 6205	\$11,278.00
RFQ 20-14 SECTION 10 FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1924 774716	030 0734	\$31,500.00
RFQ 20-14 SECTION 10 FRESNO CHAFFEE ZOO	0791 775455	060 2600	\$22,540.00
RFQ 22-09 FRESNO PACIFIC UNIVERSITY	0702 774416	030 0682	\$22,500.00
FRESNO PACIFIC UNIVERSITY BOE 03/22/23 A-11	0702 774416	060 9075	\$22,500.00
FRONTLINE EDUCATION BELOW BID LIMIT (PCC 20111)	0730 775900	030 0657	\$13,110.00
FUN AND FUNCTION BELOW BID LIMIT (PCC 20111)	0785 774779	060 3308	\$28,224.24
GCB1, INC., DBA GC BUILDERS BOE 01/08/14 A-10 (CUPCCAA)	0888 774458	030 0143	\$13,570.00
GCB1, INC., DBA GC BUILDERS BOE 01/08/14 A-10 (CUPCCAA)	0919 774436	060 8150	\$10,750.00
GIBBS INTERNATIONAL, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0919 758888	060 8150	\$15,000.00
GOLD STAR FOODS, INC. BOE 06/01/22 A-14	1910 759702	130 5310	\$900,000.00
GOLD STAR FOODS, INC. BID 20-58	1910 774733	130 5310	\$14,585.00
GOLD STAR FOODS, INC. BID 20-58	1910 774882	130 5310	\$113,810.40
GOLD STAR FOODS, INC. BID 20-58	1910 774912	130 5310	\$15,884.00
GOLD STAR FOODS, INC. BID 20-58	1910 774914	130 5310	\$33,037.20
GOLD STAR FOODS, INC. BID 20-58	1910 774917	130 5310	\$34,797.36
GOLD STAR FOODS, INC. BOE 06/01/22 A-14 (PIGGYBACK)	1910 774919	130 5310	\$34,150.40
GOLD STAR FOODS, INC. BID 20-58	1910 775039	130 5310	\$33,922.50
GOLD STAR FOODS, INC. BID 20-58	1910 775043	130 5310	\$27,008.64
GOLD STAR FOODS, INC. BID 20-58	1910 775413	130 5310	\$15,715.56

GOLD STAR FOODS, INC.	1910	775910	130	5310	\$67,082.40
BOE 06/01/22 A-14 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	776306	130	5310	\$46,672.00
BID 20-58					
GOLF CARTS BY DESIGN, INC.	0185	775454	030	7090	\$28,835.94
BELOW BID LIMIT (PCC 20111)					
GOTTSCALK MUSIC CENTER	0727	760081	030	0168	\$10,000.00
RFQ 20-26					
GRAYBAR ELECTRIC, INC.	1325	774608	350	0917	\$34,004.56
BOE 06/01/22 A-14 (PIGGYBACK)					
GREENFIX	0925	776118	030	7230	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
GRID ALTERNATIVES CENTRAL VALLEY, INC.	0145	774619	060	722A	\$12,600.00
BELOW BID LIMIT (PCC 20111)					
HEINEMANN PROFESSIONAL	1758	774374	060	3010	\$18,202.15
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HIGH PERFORMANCE ACADEMY	0445	775865	030	7090	\$14,999.00
BELOW BID LIMIT (PCC 20111)					
HIGH SCHOOL E-SPORTS LEAGUE, INC.	0710	775241	030	0194	\$10,200.00
BELOW BID LIMIT (PCC 20111)					
HORN SHOP, THE	0727	760068	030	0168	\$13,000.00
BOE 05/20/20 A-10					
HORN SHOP, THE	0727	775469	060	3213	\$16,688.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HORN SHOP, THE	0727	775474	060	3213	\$11,756.58
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ICE MILLER, LLP	1870	774586	030	0690	\$20,000.00
BOE 06/15/22 A-14					
IMEG CORPORATION	1110	551668	350	0917	\$31,950.00
RFQ 17-05 SECTION 3					
INTEGRATED DESIGNS BY SOMAM, INC.	1030	774775	060	3213	\$178,138.00
RFQ 20-13					
INTEGRATED DESIGNS BY SOMAM, INC.	1045	774777	060	3213	\$256,007.00
RFQ 20-13					
INTEGRATED DESIGNS BY SOMAM, INC.	1105	774780	060	3213	\$317,813.00
RFQ 20-13					
INTEGRATED DESIGNS BY SOMAM, INC.	1465	774782	060	3213	\$162,177.00
RFQ 20-13					
INTEGRATED DESIGNS BY SOMAM, INC.	1475	774774	060	3213	\$192,939.00
RFQ 20-13					
INTEGRATED FOOD SERVICE	1910	774883	130	5310	\$19,420.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	774910	130	5310	\$25,104.24
BID 21-06					
INTEGRATED FOOD SERVICE	1910	775032	130	5310	\$15,372.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	775033	130	5310	\$70,784.00

BID 21-06					
J & E RESTAURANT SUPPLY, INC.	0005	775525	030	7090	\$10,565.82
BELOW BID LIMIT (PCC 20111)					
J & E RESTAURANT SUPPLY, INC.	0919	759379	060	8150	\$16,000.00
BELOW BID LIMIT (PCC 20111)					
J.M. SMUCKER, LLC	1910	774878	130	5310	\$58,320.00
BID 21-06					
J.M. SMUCKER, LLC	1910	775996	130	5310	\$19,440.00
BID 21-06					
JACK NADEL, INC.	0850	774624	030	0681	\$33,000.00
RFQ 23-21					
JEANNE ELIZABETH FLECK	0791	775456	060	2600	\$143,400.00
RFQ 22-09					
JENSEN, ROBERT V., INC.	0925	760768	030	7230	\$242,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
KING KHAN DRILLING & CONSTRUCTION	0220	775665	030	7090	\$11,975.00
BOE 01/08/14 A-10 (CUPCAA)					
LAKESHORE LEARNING MATERIALS	0765	775806	060	9064	\$31,731.12
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	776059	060	9064	\$45,920.73
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0796	775798	030	0667	\$6,724.04
LAKESHORE LEARNING MATERIALS	0796	775798	060	3213	\$15,114.34
BOE 06/01/22 A-14 (PIGGYBACK)					
LAND O'LAKES, INC.	1910	774881	130	5310	\$10,828.80
BID 21-06					
LANG, RICHERT & PATCH	1787	763240	030	0690	\$150,000.00
BOE 06/15/22 A-14					
LAWRENCE ENGINEERING GROUP	0920	760760	060	3213	\$18,908.96
RFQ 20-14 SECTION 3					
LEADERSHIP ASSOCIATES	0700	774270	030	0500	\$4,600.00
LEADERSHIP ASSOCIATES	0700	774270	060	3010	\$60,400.00
LEADERSHIP ASSOCIATES	0700	774270	060	3213	\$78,000.00
BOE 8/10/22 A-9 (BUNDLED CONTRACTS)					
LEADERSHIP ASSOCIATES	0930	774517	030	0720	\$22,500.00
BOE 09/28/22 A-15					
LEGO EDUCATION	0710	774649	030	0194	\$266,894.22
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LIONAKIS	1395	742105	350	0913	\$100,770.00
RFQ 20-13					
MARKO CONSTRUCTION GROUP, INC.	1145	757171	350	0917	\$36,367.27
BID 22-34					
MARSH & MCLENNAN AGENCY	0880	774553	680	0851	\$39,900.00
MARSH & MCLENNAN AGENCY	0880	774553	690	0861	\$2,100.00
BOE 3/22/23 A-16					
MCI/LOS CABOS FOODS	1910	774923	130	5310	\$14,695.56
BID 21-06					

MCS GLASS, INC.	0919	774631	060	8150	\$21,189.75
BELOW BID LIMIT (PCC 20111)					
METEOR EDUCATION, LLC	0810	775420	030	0189	\$245,348.63
BOE 06/01/22 A-14 (PIGGYBACK)					
METEOR EDUCATION, LLC	1787	776108	350	0917	\$528,407.24
BOE 06/01/22 A-14 (PIGGYBACK)					
MICHAEL ONEILL	0601	775381	030	0500	\$12,000.00
MICHAEL ONEILL	0601	775381	060	3010	\$18,000.00
BOE 04/12/23 A-15					
MINUTEMAN PRESS	0185	775324	030	7090	\$12,939.00
RFQ 23-21					
MYPOWER, CORP., DBA FFP FUND VII TEI	1920	774225A	030	0734	\$228,000.00
PARTNERSHIP 1, LLC					
PUBLIC UTILITIES (PCC 10103)					
NARDONE BROTHERS BAKING COMPANY, INC.	1910	776007	610	5310	\$26,114.40
BID 21-06					
NARDONE BROTHERS BAKING COMPANY, INC.	1910	776010	610	5310	\$25,719.12
BID 21-06					
NATIONAL INVENTORS HALL OF FAME	0701	774310	060	3213	\$219,188.20
SOLE SOURCE (PCC 3400)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0920	775373	060	3213	\$2,343,400.00
BID 23-15					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0920	775374	060	3213	\$2,437,300.00
BID 23-15					
NIGHTINGALE RESOLUTIONS	0930	765690	030	0720	\$10,000.00
BOE 11/09/22 A-9					
NORTHERN SPEECH SERVICES, INC.	0785	775612	060	9017	\$12,944.79
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ODP BUSINESS SOLUTIONS, LLC	0045	OD00004825	030	7090	\$25,000.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0070	OD00004912	030	7091	\$11,000.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0155	OD00004998	030	7091	\$22,980.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0380	OD00004891	030	7099	\$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	1891	OD00005008	030	0716	\$106,459.08
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	1891	OD00005008	030	0716	\$13,669.97
BOE 06/01/22 A-14 (PIGGYBACK)		-			
ORBACH HUFF SUAREZ & HENDERSON, LLP	1905	769313	030	0690	\$30,000.00
BOE 06/15/22 A-14					
O'REILLY AUTO PARTS	0919	759280	060	8150	\$35,000.00
BELOW BID LIMIT (PCC 20111)					
OVERDRIVE, INC.	0852	774535	030	0679	\$20,000.00
BELOW BID LIMIT (PCC 20111)					
PAR, INC.	0770	774414	060	9017	\$16,528.95

BELOW BID LIMIT (PCC 20111)					
PATRICIA D. LOPEZ	0700	775820	060	3213	\$14,900.00
BELOW BID LIMIT (PCC 20111)					
PAUL H. BROOKES PUBLISHING CO., INC.	0765	774369	120	6128	\$12,243.42
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PLATINUM GROUP, THE	1910	774983	130	5310	\$93,150.00
BID 23-27					
PLATINUM GROUP, THE	1910	775272	130	5310	\$95,060.00
EMERGENCY (PCC 1102)					
PRESENCELEARINING, INC.	0782	763271	060	6500	\$102,756.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
PRESENCELEARINING, INC.	0785	774823	060	6546	\$25,000.00
BOE 12/07/22 A-12					
PRINT THEORY	0235	775325	030	7090	\$11,000.00
RFQ 23-21					
PRODUCERS DAIRY FOODS	1910	758807	130	5310	\$885,000.00
BID 20-52					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0270	775629	030	7090	\$11,046.11
RFQ 23-21					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0505	774477	030	7090	\$24,446.86
RFQ 23-21					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0552	774837	030	7090	\$6,741.58
PRO-SCREEN, INC. SIGNS & GRAPHICS	0552	774837	030	7099	\$3,598.26
RFQ 23-21					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774572	030	0152	\$10,605.90
RFQ 23-21					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774574	030	0152	\$10,869.65
RFQ 23-21					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774576	030	0152	\$10,275.82
RFQ 23-21					
PROSOLVE	0791	774601	060	2600	\$805,000.00
BOE 03/22/23 A-12					
RECREATIONAL SURFACE REPAIR	0919	774431	060	8150	\$11,450.00
BOE 01/08/14 A-10 (CUPCCAA)					
RIGHT WAY SALES	0925	759448	030	7230	\$20,000.00
BELOW BID LIMIT (PCC 20111)					
S & S WORLDWIDE	0791	775781	060	2600	\$24,966.96
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SAFE & CIVIL SCHOOLS	0601	776053	060	3010	\$12,500.00
BELOW BID LIMIT (PCC 20111)					
SCHOLASTIC, INC.	0701	774231	060	3213	\$42,702.78
BELOW BID LIMIT (PCC20111)					
SCHOLASTIC, INC.	0791	774797	060	2600	\$10,730.22
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774801	060	2600	\$11,051.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774803	060	2600	\$11,918.89

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774810	060	2600	\$13,782.23
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774813	060	2600	\$12,079.53
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774815	060	2600	\$13,846.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774818	060	2600	\$10,055.56
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774821	060	2600	\$36,367.01
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774822	060	2600	\$11,469.12
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774828	060	2600	\$16,063.18
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774855	060	2600	\$11,822.50
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774866	060	2600	\$10,826.61
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774869	060	2600	\$15,324.28
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774927	060	2600	\$11,469.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774932	060	2600	\$13,011.20
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774934	060	2600	\$12,497.15
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774935	060	2600	\$10,312.59
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774940	060	2600	\$14,103.48
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774942	060	2600	\$11,726.12
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774947	060	2600	\$12,111.64
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774949	060	2600	\$10,569.59
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774959	060	2600	\$10,216.20
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774960	060	2600	\$12,561.41
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0791	774964	060	2600	\$10,601.72
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC LIBRARY PUBLISHING	1748	775396	060	6300	\$20,104.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL HEALTH CORPORATION	0730	774363	030	0657	\$11,675.28
BOE 06/01/22 A-14 (PIGGYBACK)					

SCHOOL HEALTH CORPORATION BOE 06/01/22 A-14 (PIGGYBACK)	0730 775299	030 0657	\$27,477.51
SCHOOL HEALTH CORPORATION BOE 06/01/22 A-14 (PIGGYBACK)	0730 775767	030 0657	\$25,405.83
SCHOOL HEALTH CORPORATION BOE 06/01/22 A-14 (PIGGYBACK)	0732 775768	030 0658	\$18,421.95
SCHOOL HEALTH CORPORATION BOE 06/01/22 A-14 (PIGGYBACK)	0790 776293	060 2600	\$44,911.77
SCHOOL SPECIALTY, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0070 758504	030 7090	\$10,000.00
SCHWAN'S FOOD SERVICE BID 21-06	1910 774660	130 5310	\$26,040.00
SCHWAN'S FOOD SERVICE BID 21-06	1910 774915	130 5310	\$25,905.60
SHAW HR CONSULTING, INC. PROFESSIONAL SERVICES (GC 53060)	0880 760144	680 0851	\$13,750.00
SINGULARITY EDUCATION GROUP BELOW BID LIMIT (PCC 20111)	0850 775063	030 0681	\$14,900.00
SKILLSOFT CORPORATION BELOW BID LIMIT (PCC 20111)	0703 774285	060 7311	\$25,475.00
SOAPMAN INDUSTRIAL SUPPLIES BELOW BID LIMIT (PCC 20111)	0925 759452	030 7230	\$10,000.00
SONSRAY MACHINERY AG BELOW BID LIMIT (PCC 20111)	0919 759604	060 8150	\$22,000.00
SONSRAY MACHINERY AG BELOW BID LIMIT (PCC 20111)	1920 765908	060 9046	\$15,000.00
SOUND CONTRACTING, INC. BELOW BID LIMIT (PCC 20111)	0919 775898	030 0171	\$10,616.69
SOUTHWEST SCHOOL SUPPLY BOE 06/01/22 A-14 (PIGGYBACK)	1891 776282	030 0716	\$15,107.80
SPECIFIC PROPERTIES, LLC BOE 02/08/23 A-17	1240 760389A	030 0770	\$13,273.90
SPINITAR BELOW BID LIMIT (PCC 20111)	0710 774922	060 6387	\$10,642.06
STRATEGIC MECHANICAL, INC. BOE 01/08/14 A-10 (CUPCAA)	1145 774752	350 0913	\$49,235.00
SUPERIOR TEXT, LLC BELOW BID LIMIT (PCC 20111)	0701 776180	060 3213	\$21,368.58
SYSCO OF CENTRAL CALIFORNIA BOE 06/01/22 A-14 (PIGGYBACK)	1910 766876	130 5310	\$15,000.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/01/22 A-14 (PIGGYBACK)	1910 774867	130 5310	\$40,374.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/01/22 A-14 (PIGGYBACK)	1910 774871	130 5310	\$80,748.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/01/22 A-14 (PIGGYBACK)	1910 774873	130 5310	\$40,374.00
SYSCO OF CENTRAL CALIFORNIA	1910 774875	130 5310	\$80,748.00



BOE 06/01/22 A-14 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	774879	130	5310	\$13,914.72
BOE 06/01/22 A-14 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	775633	130	5310	\$17,233.25
BOE 12/08/21 A-15 (PIGGYBACK)					
TAJINDER RAKKAR, DBA RAKKAR DEVELOPMENT & CONSTRUCTION	1950	757534	350	0917	\$17,219.00
BID 22-27					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1210	775400	060	3213	\$14,501.00
RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1380	760148	350	0913	\$24,500.00
RFQ 20-13					
THE REGENTS OF UNIVERSITY OF COLORADO	0765	775390	030	0192	\$37,500.00
BOE 05/18/22 A-6					
TOM LITTLE INSPECTIONS	1060	775714	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1255	775405	350	0913	\$29,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1380	775407	060	3213	\$22,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1440	775952	350	0917	\$12,000.00
RFQ 20-14 SECTION 8					
TOTAL FILTRATION SERVICE, INC.	0919	775965	060	8150	\$11,548.90
BELOW BID LIMIT (PCC 20111)					
TOTAL FILTRATION SERVICE, INC.	0919	775971	060	8150	\$14,026.44
BELOW BID LIMIT (PCC 20111)					
TUFF SHED, INC.	0125	775894	030	7099	\$11,083.81
BELOW BID LIMIT (PCC 20111)					
TULARE COUNTY OFFICE OF EDUCATION	0701	775355	060	3213	\$50,500.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
TYSON FOODS, INC.	1910	774893	130	5310	\$11,884.95
BID 21-06					
TYSON FOODS, INC.	1910	774918	130	5310	\$47,040.00
BID 21-06					
TYSON FOODS, INC.	1910	774926	130	5310	\$26,586.00
BID 21-06					
UNIGLOBE TRAVEL	0421	U7090005023	030	7090	\$11,425.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
UNIGLOBE TRAVEL	0701	U3213004871	060	3213	\$14,438.21
BOE 06/01/22 A-14 (PIGGYBACK)		-			
UNIGLOBE TRAVEL	0758	U0117004802	030	0117	\$11,956.92
BOE 06/01/22 A-14 (PIGGYBACK)		-			
UNIGLOBE TRAVEL	1235	U3010007587	060	3010	\$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)		-			
VALLEY FENCE COMPANY	0919	774617	060	8150	\$12,763.63
BELOW BID LIMIT (PCC 20111)					
VALLEY FENCE COMPANY	1210	774385	350	0917	\$19,956.00

BOE 01/08/14 A-10 (CUPCCAA)					
VICKY XIONG-LOR	0758	775871	030	0117	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
VIKING ENTERPRISES	1250	774840	350	0917	\$15,999.00
BOE 01/08/14 A-10 (CUPCCAA)					
W.O.W. PRODUCTIONS	0235	774603	030	7099	\$21,222.01
BELOW BID LIMIT (PCC 20111)					
WAWONA FROZEN FOODS	1910	775628	130	5310	\$20,132.16
BID 21-06					
WAXIE'S ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	1891	774693	030	0716	\$30,892.75
BELOW BID LIMIT (PCC 20111)					
WENGER CORPORATION	0060	775230	030	7090	\$13,639.27
BOE 06/01/22 A-14 (PIGGYBACK)					
WENGER CORPORATION	0060	775231	030	7090	\$11,056.13
BOE 06/01/22 A-14 (PIGGYBACK)					
WHY TRY, INC.	0810	775571	060	3213	\$17,500.00
BELOW BID LIMIT (PCC 20111)					
WONDER VALLEY RANCH RESORT	0725	774486	030	0173	\$29,270.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	774702	030	0173	\$13,500.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	775450	030	0173	\$81,644.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	775451	030	0173	\$69,975.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	775452	030	0173	\$23,975.00
BOE 06/15/22 B-44(BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	775529	060	3213	\$17,000.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WORLD'S FINEST CHOCOLATE	0430	768587	080	8210	\$13,195.00
BELOW BID LIMIT (PCC 20111)					
YOUTH LEADERSHIP INSTITUTE	0758	775409	060	3213	\$14,995.00
BELOW BID LIMIT (PCC 20111)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED  
APRIL 1, 2023 TO APRIL 30, 2023  
RATIFICATION DATE JUNE 21, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
2 BROS CATERING	0796	775002	030	0667	\$5,000.00
32 BELOW ICE, LLC	0790	775301	060	2600	\$415.95
5 STAR STUDENTS	0185	775245	030	7090	\$1,900.00
A&E INDUSTRIAL CLEANING EQUIP.	1920	774885	030	0734	\$1,950.30
ABLENET, INC.	0785	774242	060	6500	\$108.36
ACADEMIC PLANNERS PLUS	0200	775843	030	7090	\$549.03
ACE TROPHY SHOP	0170	776070	060	2600	\$1,500.00
ACE TROPHY SHOP	0315	775689	030	0110	\$1,000.00
ACE TROPHY SHOP	0450	775186	030	7091	\$265.00
ACE TROPHY SHOP	0465	769479	030	7090	\$2,000.00
ACE TROPHY SHOP	0565	761779	080	8210	\$150.00
ACE TROPHY SHOP	0617	764705	030	0675	\$296.50
ACE TROPHY SHOP	0710	774521	060	6387	\$2,112.83
ADVANTAGE SPECIALTIES	0220	774443	080	8210	\$130.00
ADVANTAGE SPECIALTIES	0370	774086	030	7090	\$230.00
ADVANTAGE SPECIALTIES	0430	775280	080	8210	\$224.00
ADVANTAGE SPECIALTIES	0500	775323	030	7090	\$110.00
ADVANTAGE SPECIALTIES	0565	774447	030	0110	\$180.00
AEROZONE FRESNO, INC.	0435	775493	080	8210	\$2,420.00
AIRWAYS GOLF COURSE	0235	775977	030	0172	\$650.00
ALAN MOK ENGINEERING	1100	775129	060	3213	\$3,400.00
ALAN MOK ENGINEERING	1230	775126	060	3213	\$3,900.00
ALAN MOK ENGINEERING	1415	775125	060	3213	\$4,900.00
ALAN MOK ENGINEERING	1575	775760	060	3213	\$3,400.00
ALERT-O-LITE, INC.	1910	775122	130	5310	\$346.70
ALL AMERICAN FLAGS AND BANNERS, LLC	1055	774555	060	3010	\$5,471.22
ALL AMERICAN SPORTS USA	0130	775361	030	0125	\$2,831.66
ALL AMERICAN SPORTS USA	0155	775862	030	7090	\$9,974.70
ALL AMERICAN SPORTS USA	0160	775419	030	0172	\$305.63
ALL AMERICAN SPORTS USA	0215	775774	030	0172	\$1,586.40
ALL AMERICAN SPORTS USA	0305	775849	030	7090	\$2,892.94
ALL AMERICAN SPORTS USA	0380	775836	030	0172	\$999.12
ALL AMERICAN SPORTS USA	0380	775836	030	7090	\$3,542.36
ALL AMERICAN SPORTS USA	0417	775290	030	0171	\$9,000.00
ALL AMERICAN SPORTS USA	0567	775663	030	0172	\$5,300.00
ALL AMERICAN SPORTS USA	0785	776184	060	9017	\$5,999.62
ALL AMERICAN SPORTS USA	1710	775761	030	0500	\$3,198.54
ALL HAZARD EHS, INC.	1561	774718	350	0917	\$9,990.00
ALL SIGNS & SCREEN PRINTING, INC.	0335	775877	030	0171	\$5,021.30
ALL SIGNS & SCREEN PRINTING, INC.	0765	774234	060	3213	\$2,730.42

ALLARD'S, INC.	0060	775200	030	7090	\$400.00
ALLARD'S, INC.	0060	775485	030	7090	\$400.00
ALLARD'S, INC.	0095	776041	060	2600	\$400.00
ALLARD'S, INC.	0188	775592	030	7099	\$500.00
ALLARD'S, INC.	0417	760912	030	7099	\$1,500.00
ALLARD'S, INC.	0455	767869	030	0643	\$100.00
ALLARD'S, INC.	0700	774316	060	3213	\$300.00
ALLARD'S, INC.	0700	775240	060	3213	\$300.00
ALLARD'S, INC.	0700	775608	060	3213	\$300.00
ALLARD'S, INC.	0727	759955	030	0169	\$1,000.00
ALLARD'S, INC.	0727	774317	030	0168	\$850.00
ALLARD'S, INC.	0727	774743	030	0167	\$100.00
ALLARD'S, INC.	0727	774745	030	0168	\$100.00
ALLARD'S, INC.	0727	774748	060	3213	\$100.00
ALLIED STORAGE CONTAINERS, INC.	0195	776042	030	0172	\$4,158.47
ALLIED STORAGE CONTAINERS, INC.	0200	774489	030	7090	\$541.75
ALMA DELIA GARZA, DBA GARZA'S CATERING	0395	774248	030	0125	\$2,055.00
ALPHAGRAPHICS	0395	775119	060	722D	\$1,068.48
AMAE OF FRESNO	0860	774726	030	0694	\$400.00
A-MARK T-SHIRT, INC.	0010	775278	030	7090	\$4,000.00
A-MARK T-SHIRT, INC.	0010	775315	030	0172	\$3,072.00
A-MARK T-SHIRT, INC.	0010	775335	030	7091	\$505.00
A-MARK T-SHIRT, INC.	0010	775386	030	7140	\$2,832.00
A-MARK T-SHIRT, INC.	0020	775312	030	0171	\$1,947.00
A-MARK T-SHIRT, INC.	0020	775338	030	7091	\$713.00
A-MARK T-SHIRT, INC.	0025	775690	030	0110	\$658.77
A-MARK T-SHIRT, INC.	0045	775853	030	7090	\$5,000.00
A-MARK T-SHIRT, INC.	0075	775563	080	8210	\$5,000.00
A-MARK T-SHIRT, INC.	0105	775864	030	7090	\$985.99
A-MARK T-SHIRT, INC.	0105	775868	030	7090	\$2,817.10
A-MARK T-SHIRT, INC.	0105	775869	030	7090	\$606.76
A-MARK T-SHIRT, INC.	0127	776178	030	7090	\$7,291.96
A-MARK T-SHIRT, INC.	0140	775295	030	0172	\$568.84
A-MARK T-SHIRT, INC.	0175	774772	030	0171	\$1,052.35
A-MARK T-SHIRT, INC.	0185	774635	030	0172	\$1,999.06
A-MARK T-SHIRT, INC.	0200	775277	030	7090	\$1,800.00
A-MARK T-SHIRT, INC.	0208	775431	030	7090	\$2,500.00
A-MARK T-SHIRT, INC.	0210	775739	030	0172	\$741.93
A-MARK T-SHIRT, INC.	0220	774464	030	0172	\$4,767.40
A-MARK T-SHIRT, INC.	0220	775291	030	0172	\$184.20
A-MARK T-SHIRT, INC.	0220	775303	030	7090	\$686.94
A-MARK T-SHIRT, INC.	0220	775918	030	7090	\$458.40
A-MARK T-SHIRT, INC.	0265	775596	030	7090	\$709.15
A-MARK T-SHIRT, INC.	0330	775313	030	0172	\$2,000.00
A-MARK T-SHIRT, INC.	0330	775348	080	8210	\$2,000.00
A-MARK T-SHIRT, INC.	0335	776215	060	6385	\$7,584.50
A-MARK T-SHIRT, INC.	0415	775336	030	0643	\$286.22

A-MARK T-SHIRT, INC.	0415	775336	030	7090	\$667.84
A-MARK T-SHIRT, INC.	0415	775336	060	2600	\$8,586.57
A-MARK T-SHIRT, INC.	0423	775004	030	7091	\$698.86
A-MARK T-SHIRT, INC.	0423	775012	030	7091	\$2,266.18
A-MARK T-SHIRT, INC.	0423	775392	030	7140	\$1,251.22
A-MARK T-SHIRT, INC.	0423	775393	030	7140	\$566.75
A-MARK T-SHIRT, INC.	0423	775394	030	7140	\$741.35
A-MARK T-SHIRT, INC.	0423	775691	030	0114	\$869.24
A-MARK T-SHIRT, INC.	0423	775691	030	0115	\$1,449.35
A-MARK T-SHIRT, INC.	0445	775387	030	7140	\$3,948.00
A-MARK T-SHIRT, INC.	0445	776314	060	2600	\$1,500.00
A-MARK T-SHIRT, INC.	0460	774550	030	7090	\$1,571.90
A-MARK T-SHIRT, INC.	0460	774569	030	7090	\$1,000.00
A-MARK T-SHIRT, INC.	0460	775867	030	7090	\$318.55
A-MARK T-SHIRT, INC.	0460	776205	080	8210	\$637.10
A-MARK T-SHIRT, INC.	0460	776313	060	2600	\$1,700.00
A-MARK T-SHIRT, INC.	0475	774682	030	7090	\$2,217.84
A-MARK T-SHIRT, INC.	0475	774687	030	7090	\$1,723.31
A-MARK T-SHIRT, INC.	0500	776181	030	7091	\$807.21
A-MARK T-SHIRT, INC.	0617	774811	030	0675	\$1,750.00
A-MARK T-SHIRT, INC.	0700	775703	030	0144	\$2,000.00
A-MARK T-SHIRT, INC.	0710	774313	060	6387	\$3,763.23
A-MARK T-SHIRT, INC.	0710	774314	060	6387	\$3,520.62
A-MARK T-SHIRT, INC.	0727	775395	030	0168	\$458.82
A-MARK T-SHIRT, INC.	0730	773414	030	0657	\$180.40
A-MARK T-SHIRT, INC.	0732	775334	030	0658	\$2,236.99
A-MARK T-SHIRT, INC.	0758	775433	030	0117	\$6,000.00
A-MARK T-SHIRT, INC.	0812	775694	030	0137	\$5,791.85
A-MARK T-SHIRT, INC.	0925	766272	030	7230	\$500.00
AMAZON CAPITAL SERVICES	0015	772230	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0170	775011	030	0682	\$5,000.00
AMAZON CAPITAL SERVICES	0200	774908	030	7090	\$1,000.00
AMAZON CAPITAL SERVICES	0225	771867	030	0643	\$700.00
AMAZON CAPITAL SERVICES	0241	775006	030	0118	\$3,000.00
AMAZON CAPITAL SERVICES	0310	775007	030	0113	\$1,300.00
AMAZON CAPITAL SERVICES	0326	776261	060	3327	\$500.00
AMAZON CAPITAL SERVICES	0380	774478	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0420	773437	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0421	770737	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0460	775224	030	0110	\$3,000.00
AMAZON CAPITAL SERVICES	0485	776263	030	7090	\$2,200.00
AMAZON CAPITAL SERVICES	0530	776262	030	7090	\$2,500.00
AMAZON CAPITAL SERVICES	0567	771858	030	7090	\$2,500.00
AMAZON CAPITAL SERVICES	0710	774997	060	6387	\$1,673.18
AMAZON CAPITAL SERVICES	0725	775959	030	0170	\$87.72
AMAZON CAPITAL SERVICES	0755	774343	030	0176	\$336.02
AMAZON CAPITAL SERVICES	0755	774392	030	0176	\$77.99

AMAZON CAPITAL SERVICES	0755	774400	030	0176	\$54.56
AMAZON CAPITAL SERVICES	0755	775251	030	0176	\$50.91
AMAZON CAPITAL SERVICES	0755	775288	030	0176	\$205.85
AMAZON CAPITAL SERVICES	0755	775591	030	0176	\$308.73
AMAZON CAPITAL SERVICES	0755	776112	030	0176	\$106.17
AMAZON CAPITAL SERVICES	0785	775826	060	6500	\$383.46
AMAZON CAPITAL SERVICES	0796	774019	030	0667	\$4,359.42
AMAZON CAPITAL SERVICES	0796	774884	030	0667	\$3,961.53
AMAZON CAPITAL SERVICES	0796	774946	030	0667	\$2,636.16
AMAZON CAPITAL SERVICES	0796	774992	030	0667	\$1,388.32
AMAZON CAPITAL SERVICES	0810	774615	030	0649	\$61.76
AMAZON CAPITAL SERVICES	0810	774615A	030	0649	\$62.21
AMAZON CAPITAL SERVICES	0810	774656	060	7085	\$5,592.63
AMAZON CAPITAL SERVICES	0810	775235	030	0649	\$2,022.10
AMAZON CAPITAL SERVICES	0812	776075	030	0137	\$393.65
AMAZON CAPITAL SERVICES	0812	776091	030	0137	\$144.13
AMAZON CAPITAL SERVICES	0812	776094	030	0137	\$2,018.25
AMAZON CAPITAL SERVICES	0852	774655	030	0500	\$526.52
AMAZON CAPITAL SERVICES	1891	774981	030	0716	\$539.04
AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS, INC.	0860	774444	030	0694	\$1,000.00
AMERICAN EAGLE ENTERPRISES	0919	775678	060	8150	\$4,850.00
AMERICAN EAGLE ENTERPRISES	0919	775683	060	8150	\$9,363.15
AMERICAN MUSIC	0120	775116	030	0172	\$5,066.93
AMERICAN MUSIC	0130	775228	030	7090	\$3,497.53
AMERICAN MUSIC	0727	774288	030	0167	\$100.00
AMERICAN MUSIC	0727	774291	030	0168	\$100.00
AMERICAN MUSIC	0727	774753	060	3213	\$100.00
AMERICAN T'S	0060	775380	030	0110	\$840.97
AMERICAN T'S	0060	775380	030	0171	\$1,962.26
AMERICAN T'S	0120	774530	030	0171	\$1,901.54
AMERICAN T'S	0120	775746	030	0171	\$1,715.92
AMERICAN T'S	0120	775746	030	0172	\$4,412.36
AMPERSAND ICE CREAM, LLC	0060	775831	030	0110	\$700.00
AMPERSAND ICE CREAM, LLC	0295	775108	030	7090	\$550.00
AMPERSAND ICE CREAM, LLC	0325	775664	030	0113	\$655.00
AMPERSAND ICE CREAM, LLC	0420	775209	030	7090	\$500.00
ANCORA PUBLISHING	0810	774709	030	0649	\$1,622.75
ANDERSON'S ALPHABET U	0285	774311	030	7090	\$370.09
APPLEBY IMAGING, INC.	0785	775528	060	3305	\$6,100.65
APPLEBY IMAGING, INC.	0890	775956	030	0708	\$2,960.00
ARBITER SPORT, LLC	0335	775017	030	0172	\$2,132.67
ARCHER AND HOUND AD	0145	776225	030	7090	\$1,124.71
ARCHER AND HOUND AD	0852	775318	030	0500	\$3,000.00
ARDENT GENERAL, INC.	1561	774835	350	0917	\$9,423.70
ARTISAN MARKETING GROUP	0240	772079	030	0128	\$433.72
ARTISAN MARKETING GROUP	0385	775304	030	0172	\$758.47

ARTISAN MARKETING GROUP	0417	775829	030	0115	\$999.70
ASIAN SUPERMARKET	0230	774460	030	0124	\$1,516.90
ASIAN SUPERMARKET	0510	774996	030	7090	\$1,000.00
ASIAN SUPERMARKET	0567	764372	030	7090	\$1,500.00
ASSOC. OF TWO-WAY & DUAL LANGUAGE ED.	0475	775292	030	7091	\$1,270.00
ASSOC. OF TWO-WAY & DUAL LANGUAGE ED.	0758	774686	060	6266	\$6,985.00
ASSOCIATED COMPRESSOR & EQUIPMENT, LLC	0710	774580	060	6387	\$579.12
AT&T MOBILITY	0701	775885	060	3213	\$185.20
AT&T MOBILITY	0701	AT000048084	060	3213	\$1,200.00
AT&T MOBILITY	0925	775812	030	7230	\$67.79
AT&T MOBILITY	0925	776093	030	7230	\$53.59
AT&T MOBILITY	1910	775884	130	5310	\$160.77
AUBLE, SANDRA	0105	775858	030	7090	\$158.93
AUDEAMUS	0120	774921	030	0110	\$526.76
AUDEAMUS	0140	774825	030	0172	\$1,943.03
AUDEAMUS	0706	774758	030	0157	\$525.76
AUTHORIZED VAC & SEW CENTER	0710	774541	060	6387	\$3,681.73
AUTHORIZED VAC & SEW CENTER	0710	775813	060	6387	\$2,421.71
AVID CENTER	0123	775265	030	7090	\$1,900.00
AVID CENTER	0123	775298	060	3010	\$950.00
B & H PHOTO-VIDEO, INC.	0208	774224	030	0171	\$1,247.13
B & H PHOTO-VIDEO, INC.	0421	775417	030	7090	\$819.54
B & H PHOTO-VIDEO, INC.	0445	776305	060	2600	\$837.49
B & R MARKET, LLC DBA GROCERY OUTLET	0005	775783	030	7090	\$200.00
B & R MARKET, LLC DBA GROCERY OUTLET	0005	775784	030	7090	\$200.00
B & R MARKET, LLC DBA GROCERY OUTLET	0020	776115	030	0110	\$300.00
B & R MARKET, LLC DBA GROCERY OUTLET	0055	775920	030	7090	\$500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0055	775921	030	7090	\$500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0105	776102	030	0643	\$51.09
B & R MARKET, LLC DBA GROCERY OUTLET	0188	774512	030	7091	\$200.00
B & R MARKET, LLC DBA GROCERY OUTLET	0200	776114	030	0111	\$400.00
B & R MARKET, LLC DBA GROCERY OUTLET	0210	775727	030	7091	\$400.00
B & R MARKET, LLC DBA GROCERY OUTLET	0210	775794	030	7090	\$450.00
B & R MARKET, LLC DBA GROCERY OUTLET	0235	776104	030	7090	\$600.00
B & R MARKET, LLC DBA GROCERY OUTLET	0241	774987	030	0171	\$250.00
B & R MARKET, LLC DBA GROCERY OUTLET	0295	776111	030	7091	\$500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0470	776106	030	7090	\$1,000.00
B & R MARKET, LLC DBA GROCERY OUTLET	0470	776107	030	7090	\$500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0470	776109	030	7090	\$750.00
B & R MARKET, LLC DBA GROCERY OUTLET	0575	774999	030	7090	\$1,000.00
B & R MARKET, LLC DBA GROCERY OUTLET	0575	775001	030	7090	\$1,500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0765	774571	060	9021	\$300.00
B & R MARKET, LLC DBA GROCERY OUTLET	0785	775906	060	6546	\$1,500.00
B & R MARKET, LLC DBA GROCERY OUTLET	0895	775342	030	0716	\$100.00
BALLOONS ARE EVERYWHERE, INC.	0105	776038	030	0172	\$500.00
BALLOONS ARE EVERYWHERE, INC.	0130	761815	030	0171	\$800.00
BALLOONS ARE EVERYWHERE, INC.	0145	761920	030	7090	\$1,000.00

BALLOONS ARE EVERYWHERE, INC.	0455	762740	030	0171	\$300.00
BALLOONS ARE EVERYWHERE, INC.	0575	776211	030	0173	\$300.00
BARNES & NOBLE, INC.	0010	775196	030	7090	\$3,175.00
BARNES & NOBLE, INC.	0105	776005	030	7091	\$1,500.00
BARNES & NOBLE, INC.	0105	776192	030	7140	\$2,000.00
BARNES & NOBLE, INC.	0105	776246	030	7099	\$900.00
BARNES & NOBLE, INC.	0123	775999	030	0625	\$3,600.00
BARNES & NOBLE, INC.	0145	775901	030	7090	\$500.00
BARNES & NOBLE, INC.	0145	776136	030	7091	\$2,500.00
BARNES & NOBLE, INC.	0155	776139	030	7099	\$2,000.00
BARNES & NOBLE, INC.	0160	776210	060	3010	\$1,500.00
BARNES & NOBLE, INC.	0160	776248	030	7099	\$4,500.00
BARNES & NOBLE, INC.	0208	775590	060	3010	\$1,000.00
BARNES & NOBLE, INC.	0210	776249	030	7099	\$1,500.00
BARNES & NOBLE, INC.	0235	758547	030	7090	\$2,000.00
BARNES & NOBLE, INC.	0235	776002	060	6500	\$400.00
BARNES & NOBLE, INC.	0290	776122	030	7090	\$848.00
BARNES & NOBLE, INC.	0370	775995	030	0111	\$1,000.00
BARNES & NOBLE, INC.	0385	774755	060	3010	\$1,125.44
BARNES & NOBLE, INC.	0395	776129	030	0171	\$300.00
BARNES & NOBLE, INC.	0395	776131	030	0171	\$2,000.00
BARNES & NOBLE, INC.	0430	776000	030	0110	\$2,000.00
BARNES & NOBLE, INC.	0445	776208	060	3182	\$3,750.00
BARNES & NOBLE, INC.	0475	774699	030	0643	\$400.00
BARNES & NOBLE, INC.	0475	776137	030	7090	\$5,500.00
BARNES & NOBLE, INC.	0475	776244	030	7099	\$2,500.00
BARNES & NOBLE, INC.	0530	774280	030	7090	\$4,488.00
BARNES & NOBLE, INC.	0530	775192	030	7090	\$3,000.00
BARNES & NOBLE, INC.	0535	776086	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776088	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776090	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776092	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776098	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776099	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776120	060	3010	\$2,000.00
BARNES & NOBLE, INC.	0535	776121	060	3010	\$1,000.00
BARNES & NOBLE, INC.	0535	776123	060	3010	\$500.00
BARNES & NOBLE, INC.	0535	776124	060	3010	\$500.00
BARNES & NOBLE, INC.	0535	776126	030	0110	\$138.00
BARNES & NOBLE, INC.	0535	776126	060	3010	\$462.00
BARNES & NOBLE, INC.	0535	776128	060	3010	\$100.00
BARNES & NOBLE, INC.	0553	775997	030	0172	\$49.00
BARNES & NOBLE, INC.	0553	776004	030	7090	\$1,000.00
BARNES & NOBLE, INC.	0565	776170	030	7140	\$112.40
BARNES & NOBLE, INC.	0575	776009	030	7099	\$2,000.00
BARNES & NOBLE, INC.	0700	775446	030	0144	\$2,271.29
BARNES & NOBLE, INC.	0700	776347	030	0144	\$300.00



BARNES & NOBLE, INC.	0700	776351	030	0144	\$300.00
BARNES & NOBLE, INC.	0701	775149	060	3213	\$6,425.70
BARNES & NOBLE, INC.	0701	776011	060	3213	\$5,000.00
BARNES & NOBLE, INC.	0701	776012	060	3213	\$2,000.00
BARNES & NOBLE, INC.	0701	776173	060	3213	\$872.22
BARNES & NOBLE, INC.	0701	776177	060	3213	\$4,726.77
BARNES & NOBLE, INC.	0710	774690	030	0194	\$5,202.96
BARNES & NOBLE, INC.	0790	775546	060	2600	\$1,500.00
BARNES & NOBLE, INC.	0790	776138	060	2600	\$1,500.00
BARNES & NOBLE, INC.	0852	760530	030	0679	\$3,000.00
BARNES & NOBLE, INC.	0852	774599	030	0315	\$3,000.00
BARNES & NOBLE, INC.	0925	775464	030	7230	\$3,445.57
BARNES & NOBLE, INC.	1005	775176	060	3010	\$355.00
BARNES & NOBLE, INC.	1055	775406	060	3010	\$1,551.00
BARNES & NOBLE, INC.	1055	776013	060	3010	\$1,551.00
BARNES & NOBLE, INC.	1055	776133	060	3010	\$1,551.00
BARNES & NOBLE, INC.	1295	776140	060	3010	\$3,798.00
BARNES & NOBLE, INC.	1420	776134	060	3010	\$900.00
BAUDVILLE	0417	776055	030	7090	\$1,171.66
BAUDVILLE	0575	774770	030	7090	\$1,039.23
BELMONT NURSERY	0135	774838	030	7090	\$500.00
BELMONT NURSERY	0710	774428	030	0152	\$500.00
BELMONT NURSERY	0710	774429	030	0152	\$250.00
BENTLEY'S DRUM SHOP	1400	761870	030	7394	\$500.00
BETHESDA APOSTOLIC CHURCH, INC.	0601	774331	030	0500	\$3,000.00
BIG 5 SPORTING GOODS	0130	775974	030	7090	\$2,000.00
BIG 5 SPORTING GOODS	0155	775975	030	0171	\$1,303.00
BIG 5 SPORTING GOODS CORP.	0208	774395	030	0172	\$400.00
BIG 5 SPORTING GOODS CORP.	0208	775428	080	8210	\$250.00
BIG 5 SPORTING GOODS CORP.	0265	775651	030	7090	\$4,000.00
BIG 5 SPORTING GOODS CORP.	0395	776299	030	0171	\$300.00
BIG 5 SPORTING GOODS CORP.	0395	776300	030	0171	\$4,000.00
BIG 5 SPORTING GOODS CORP.	0455	775650	030	7090	\$800.00
BIG 5 SPORTING GOODS CORP.	0455	775653	030	0643	\$100.00
BIG 5 SPORTING GOODS CORP.	0580	775330	030	0172	\$1,000.00
BJ'S KOUNTRY KITCHEN/CEDAR	0235	775205	030	7090	\$2,000.00
BJ'S KOUNTRY KITCHEN/CEDAR	0460	775672	030	0111	\$600.00
BLACKBEARDS	0155	775486	030	0113	\$1,710.00
BLACKBEARDS	0270	775968	080	8210	\$2,900.00
BLACKBEARDS	0380	775970	080	8210	\$795.00
BLACKBEARDS	0465	776081	030	7090	\$1,610.00
BLAIR, CHURCH & FLYNN	1561	694777	350	0917	\$973.35
BLAIR, CHURCH & FLYNN	1950	775121	350	0917	\$4,800.00
BLUFF POINTE GOLF COURSE	0185	774936	030	0172	\$1,000.00
BOBBY SALAZARS	0185	775098	030	0500	\$1,330.00
BOBBY SALAZARS	0340	775841	030	0111	\$720.00
BOBBY SALAZARS	0810	775091	030	0640	\$2,762.93

BOBBY SALAZAR'S/BLACKSTONE	0015	761014	030	7090	\$740.00
BOBBY SALAZAR'S/BLACKSTONE	0105	775789	030	0625	\$250.00
BOBBY SALAZAR'S/BLACKSTONE	0235	775786	030	0624	\$300.00
BOBBY SALAZAR'S/BLACKSTONE	0395	775716	030	0171	\$508.00
BOSCO FUNDRAISING, LLC	0460	776046	080	8210	\$100.00
BROCKHAGE CORPORATION, DBA LOCKPICKS.COM	0919	773148	060	8150	\$517.58
BSN SPORTS, LLC	0185	775044	030	0172	\$260.37
BSN SPORTS, LLC	0185	776017	070	0761	\$1,135.48
BSN SPORTS, LLC	0395	774529	030	0123	\$1,554.96
BSN SPORTS, LLC	0395	774552	070	0761	\$3,425.20
BSN SPORTS, LLC	0395	776343	060	722D	\$5,073.30
BSN SPORTS, LLC	0421	775537	030	0172	\$2,407.01
BSN SPORTS, LLC	0445	776060	030	0181	\$3,949.33
BSN SPORTS, LLC	0445	776060	030	7090	\$642.91
BSN SPORTS, LLC	0530	775815	030	0172	\$1,202.65
BSN SPORTS, LLC	0785	774729	060	6500	\$199.98
BSN SPORTS, LLC	0785	775051	060	6500	\$200.00
BUDDY'S ALL STARS, INC.	0235	776340	030	0172	\$3,738.10
BULLARD UNIFORMS	0710	774492	060	6387	\$3,188.74
BULLDOG TOWING	0919	758862	060	8150	\$7,000.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0130	775181	030	7090	\$3,000.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0155	775711	030	0113	\$857.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0320	775138	080	8210	\$500.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0706	759833	030	0157	\$1,500.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0710	760875	030	0152	\$5,000.00
CA AGRICULTURAL TEACHERS ASSOCIATION	0710	774493	030	0152	\$1,980.00
CADA CENTRAL	0726	775519	030	0606	\$575.00
CALIF. ACADEMY OF SCIENCES	0725	775478	030	0173	\$1,553.50
CALIFORNIA ASSOCIATION FFA	0710	774339	030	0152	\$30.00
CALIFORNIA BUSINESS MACH., INC.	0330	774889	030	0172	\$574.26
CALIFORNIA CHARTER AUTHORIZING PROFESSIONALS	0890	774678	030	0708	\$650.00
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	775058	030	0657	\$720.00
CALIFORNIA SCIENCE LEAGUE	0030	775243	030	0171	\$300.00
CALIFORNIA SCIENCE LEAGUE	0725	775345	030	0170	\$600.00
CALIFORNIA'S GREAT AMERICA	0270	775565	080	821C	\$1,121.34
CALVERT CATERING, DBA APPLE SPICE	0230	776254	030	0124	\$351.87
CALVERT CATERING, DBA APPLE SPICE	0601	763735	030	0500	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0655	764484	030	0675	\$400.00
CALVERT CATERING, DBA APPLE SPICE	0726	775709	030	0606	\$2,000.00
CALVERT CATERING, DBA APPLE SPICE	0765	775778	030	0192	\$300.00
CALVERT CATERING, DBA APPLE SPICE	0895	774379	030	0716	\$200.00
CALVERT CATERING, DBA APPLE SPICE	0935	771433	030	0720	\$5,000.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0241	776029	030	0171	\$1,620.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0241	776029	030	0172	\$6,480.00
CANDID	0850	775730	030	0681	\$2,878.00

CAPTUREIT! IMPRINTING	0265	775589	030	7090	\$1,667.26
CAPTUREIT! IMPRINTING	0490	776342	030	7090	\$4,808.59
CARBIDE 3D, LLC	0710	774365	060	6387	\$4,339.43
CAROLINA BIOLOGICAL SUPPLY CO.	0195	774766	030	7090	\$44.10
CAROLINA BIOLOGICAL SUPPLY CO.	0700	774618	060	3213	\$565.89
CAROLINA BIOLOGICAL SUPPLY CO.	0700	774622	060	3213	\$114.67
CARUTHERS HIGH SCHOOL	0235	775726	030	0172	\$300.00
CASA CORONA	0130	775151	030	7091	\$3,000.00
CASA CORONA	0160	775188	030	7090	\$500.00
CAT KROSSCHELL	0470	774259	030	7090	\$1,050.00
CCAA	0235	775736	030	0172	\$5,480.00
CDW GOVERNMENT, INC.	0145	776083	030	7099	\$9,195.40
CDW GOVERNMENT, INC.	0185	775424	060	3010	\$650.10
CDW GOVERNMENT, INC.	0185	775846	060	3010	\$516.37
CDW GOVERNMENT, INC.	0270	775103	030	0111	\$324.78
CDW GOVERNMENT, INC.	0335	775444	060	6385	\$1,306.71
CDW GOVERNMENT, INC.	0335	776242	060	6385	\$6,055.77
CDW GOVERNMENT, INC.	0410	775022	030	7099	\$3,695.27
CDW GOVERNMENT, INC.	0421	774329	030	7099	\$758.45
CDW GOVERNMENT, INC.	0445	775443	060	3182	\$1,278.53
CDW GOVERNMENT, INC.	0445	775758	030	7091	\$484.33
CDW GOVERNMENT, INC.	0475	774846	030	7099	\$2,850.69
CDW GOVERNMENT, INC.	0567	775110	030	0110	\$441.24
CDW GOVERNMENT, INC.	0700	774588	030	0606	\$33.12
CDW GOVERNMENT, INC.	0700	774589	030	0606	\$399.27
CDW GOVERNMENT, INC.	0700	775805	060	3213	\$2,806.27
CDW GOVERNMENT, INC.	0710	774364	030	0152	\$3,533.38
CDW GOVERNMENT, INC.	0765	774344	120	5035	\$2,390.00
CDW GOVERNMENT, INC.	0765	774694	060	3213	\$874.38
CDW GOVERNMENT, INC.	0810	774698	030	0649	\$133.09
CDW GOVERNMENT, INC.	0852	763166	030	0679	\$69.30
CDW GOVERNMENT, INC.	0852	774849	030	0500	\$2,382.87
CDW GOVERNMENT, INC.	0860	776084	030	0694	\$434.75
CDW GOVERNMENT, INC.	0864	775842	030	0695	\$6,879.52
CDW GOVERNMENT, INC.	0880	774528	690	0861	\$254.35
CDW GOVERNMENT, INC.	0888	775777	030	0143	\$7,675.68
CDW GOVERNMENT, INC.	1910	775442	130	5310	\$216.16
CDW GOVERNMENT, INC.	1910	775770	130	5310	\$133.09
CDW GOVERNMENT, INC.	1095	775364	350	0913	\$6,836.75
CENTRAL SANITARY SUPPLY CO., INC.	0335	774786	030	0734	\$2,350.79
CENTRAL SANITARY SUPPLY CO., INC.	1891	766120	030	0716	\$5,295.02
CENTRAL SANITARY SUPPLY CO., INC.	1910	765058	130	5310	\$4,634.25
CENTRAL SANITARY SUPPLY CO., INC.	1910	774689	130	5310	\$2,003.77
CENTRAL SANITARY SUPPLY CO., INC.	1910	775635	130	5310	\$973.80
CENTRAL STAR MARKETING, LLC	0190	774391	030	7140	\$3,743.59
CENTRAL STAR MARKETING, LLC	0335	775296	030	0172	\$1,445.66
CENTRAL STAR MARKETING, LLC	0701	774650	060	5823	\$6,175.95

CENTRAL STAR MARKETING, LLC	0701	775465	060	5828	\$758.23
CENTRAL STAR MARKETING, LLC	0701	776316	060	5828	\$2,870.42
CENTRAL STAR MARKETING, LLC	0701	776319	060	5828	\$1,300.11
CENTRAL STAR MARKETING, LLC	0701	776321	060	5828	\$1,733.58
CENTRAL STAR MARKETING, LLC	0701	776322	060	5828	\$1,137.61
CENTRAL STAR MARKETING, LLC	0701	776325	060	5828	\$628.41
CENTRAL STAR MARKETING, LLC	0701	776326	060	5828	\$866.71
CENTRAL STAR MARKETING, LLC	0701	776329	060	5828	\$5,795.02
CENTRAL STAR MARKETING, LLC	0701	776331	060	5828	\$1,694.83
CENTRAL STAR MARKETING, LLC	0701	776332	060	5828	\$1,832.05
CENTRAL STAR MARKETING, LLC	0701	776334	060	5828	\$1,566.88
CENTRAL STAR MARKETING, LLC	0701	776335	060	5828	\$4,170.62
CENTRAL STAR MARKETING, LLC	0701	776339	060	5828	\$1,001.38
CENTRAL VALLEY JUSTICE COALITION	0664	775568	030	0672	\$150.00
CENTRAL VALLEY MEDICAL	0730	774520	030	0657	\$9,000.00
CENTRAL VALLEY SPORTS STITCH & INK	0020	774612	030	0110	\$1,019.03
CENTRAL VALLEY SPORTS STITCH & INK	0060	775687	030	0110	\$454.21
CENTRAL VALLEY SPORTS STITCH & INK	0130	775018	030	0171	\$618.80
CENTRAL VALLEY SPORTS STITCH & INK	0130	776287	030	0171	\$533.92
CENTRAL VALLEY SPORTS STITCH & INK	0145	771301	030	0624	\$30.00
CENTRAL VALLEY SPORTS STITCH & INK	0315	774632	030	0172	\$920.98
CENTRAL VALLEY SPORTS STITCH & INK	0421	772273	030	0172	\$4.33
CENTRAL VALLEY SPORTS STITCH & INK	0450	761478	030	0172	\$5,706.00
CENTRAL VALLEY SPORTS STITCH & INK	0530	775372	060	2600	\$2,496.38
CENTRAL VALLEY SPORTS STITCH & INK	0530	776074	060	2600	\$2,083.50
CENTRAL VALLEY SPORTS STITCH & INK	0580	774519	030	0172	\$2,847.94
CENTRAL VALLEY SPORTS STITCH & INK	0580	775743	030	0172	\$438.82
CENTRAL VALLEY SWEEPING, INC.	0924	761244	060	8150	\$3,000.00
CHARACTERSTRONG	0575	775950	030	7099	\$499.00
CHOCOLATE WISHES AND TREATS	0030	776087	030	7090	\$400.00
CHOCOLATE WISHES AND TREATS	0210	775684	030	7090	\$1,000.00
CHOCOLATE WISHES AND TREATS	0230	774562	030	0124	\$3,000.00
CHOCOLATE WISHES AND TREATS	0235	774570	030	7090	\$3,000.00
CHOCOLATE WISHES AND TREATS	0315	774494	030	0110	\$1,000.00
CHOCOLATE WISHES AND TREATS	0320	775112	030	0110	\$300.00
CHOCOLATE WISHES AND TREATS	0340	774564	030	7090	\$800.00
CHOCOLATE WISHES AND TREATS	0355	774961	030	0110	\$700.00
CHOCOLATE WISHES AND TREATS	0430	776085	030	7090	\$500.00
CHOCOLATE WISHES AND TREATS	0465	775081	030	0110	\$1,000.00
CHOCOLATE WISHES AND TREATS	0701	758448	030	0193	\$6,000.00
CHOCOLATE WISHES AND TREATS	0810	774724	030	0649	\$1,000.00
CHOCOLATE WISHES AND TREATS	0930	776051	030	0720	\$500.00
CHRISTOPHER FISHER, DBA THE FISHER AGENCY	0060	774536	030	7099	\$2,500.00
CHRISTOPHER FISHER, DBA THE FISHER AGENCY	0235	775954	030	0181	\$3,500.00
CITY OF FRESNO/POLICE DEPT.	0230	776291	030	0124	\$800.00

CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	0961	774220	030	0188	\$765.00
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1055	774218	350	0913	\$5,083.00
CKEPUSA, LLC	1910	774583	130	5310	\$2,486.08
CKEPUSA, LLC	1910	774613	130	5310	\$7,205.28
CKEPUSA, LLC	1910	774674	130	5310	\$3,191.63
CLASSIC CATERING CO., THE	0710	774442	030	0152	\$2,097.50
CLAY MIX	0185	775623	030	0125	\$2,000.00
CLAY MIX	0195	776356	030	0172	\$200.00
CLAY MIX	0421	768408	030	7090	\$1,300.00
CLEANCOR HOLDINGS, LLC DBA CLEANCOR LNG., LLC	0925	759300	030	7230	\$4,923.37
CLOVIS EAST HIGH SCHOOL	0235	775720	030	0172	\$90.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	762993	030	0649	\$1,500.00
COASTAL ENTERPRISES	0130	774876	030	0173	\$1,861.89
COASTAL ENTERPRISES	0130	775305	030	0173	\$1,090.87
COLLEGE BOARD, THE	0852	774537	030	0315	\$1,200.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0553	775377	030	7090	\$2,515.09
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	775271	120	5059	\$404.63
CORE BUSINESS INTERIORS, INC.	0755	774323	030	0176	\$845.94
CORWIN PRESS	1055	774230	060	3010	\$6,521.01
COUNCIL OF THE GREAT CITY	0758	774728	060	4203	\$1,500.00
COUNCIL OF THE GREAT CITY	0860	774448	030	0694	\$300.00
CRESO	1910	774663	130	5310	\$1,540.98
CRESO	1910	774669	130	5310	\$1,115.16
CRESO	1910	774671	130	5310	\$982.95
DANCE ATTIRE BY EXPRESSIONS	0035	775735	030	7099	\$1,672.61
DANCE ATTIRE BY EXPRESSIONS	0185	775828	060	4124	\$9,300.00
DANTE CLUB	0701	775048	060	5827	\$1,500.00
DANTE CLUB	0701	775048	060	5828	\$1,500.00
DARRELL WAYNE BLANKS	0701	774261	060	4035	\$500.00
DARRELL WAYNE BLANKS	0701	774487	060	4035	\$500.00
DAVE & BUSTERS	0230	776345	030	0124	\$548.41
DAVE & BUSTERS	0755	774516	030	0176	\$4,275.19
DAVE & BUSTERS	0810	775850	030	0640	\$1,399.38
DAVID SOTO JR.	0417	774452	030	0115	\$1,100.00
DAVID SOTO JR.	0812	775567	030	0137	\$750.00
DAVID SOTO JR.	0812	776221	030	0137	\$2,500.00
DELI DELICIOUS	0035	774561	030	7090	\$800.00
DELI DELICIOUS	0230	771859	030	0124	\$50.00
DELI DELICIOUS	0710	769913	060	6387	\$200.00
DELI DELICIOUS	0730	764665	030	0656	\$66.00
DELI DELICIOUS	0795	774706	030	0705	\$200.00
DELI DELICIOUS	0235	774713	030	7090	\$500.00
DEMCO, INC.	0165	776054	030	7090	\$518.88
DEMCO, INC.	0165	776317	030	7090	\$648.60
DEMCO, INC.	0455	776381	030	0625	\$532.34

DEMCO, INC.	0475	774714	030	0171	\$1,062.99
DEMIDEC CORPORATION	0123	775547	030	0625	\$895.00
DENI CAMIT	0810	776265	030	0649	\$3,033.80
DENI CAMIT	0810	776378	060	7085	\$910.14
DENNIS CANTRELL, DBA GORILLA GURT	0465	776328	060	2600	\$1,500.00
DERREL'S MINI STORAGE #21/TULARE ST.	0755	775120	030	0176	\$2,137.60
DEVELOPMENT GROUP, INC.	1787	775801	350	0917	\$1,878.97
DI CICCOS/BLACKSTONE	0410	775087	030	7090	\$1,128.50
DICICCO'S	0430	775078	030	0110	\$1,000.00
DICICCOS ITALIAN RESTAURANT	0235	774330	030	7090	\$750.00
DICICCOS ITALIAN RESTAURANT	0235	775762	030	0171	\$300.00
DICICCOS ITALIAN RESTAURANT	0370	775199	030	7090	\$2,418.38
DICICCOS ITALIAN RESTAURANT	0535	775712	030	0110	\$650.00
DICICCO'S ITALIAN RESTAURANT	0852	776257	030	0679	\$2,000.00
DIGITAL THEATRE US, LLC	0241	776288	030	7099	\$2,102.00
DINUBA HIGH SCHOOL	0395	776367	030	0172	\$300.00
DISCOUNT SCHOOL SUPPLY	1155	775622	030	0192	\$124.72
DISCOVERY CENTER, THE	0725	774704	030	0173	\$1,421.00
DISCOVERY CENTER, THE	0725	776028	030	0173	\$820.00
DISNEYLAND RESORT-GREAT SERVICES TICKETS	0435	774435	080	8210	\$6,480.00
DISNEYLAND RESORT-GREAT SERVICES TICKETS	0435	774506	080	8210	\$4,100.00
DISNEYLAND RESORT-GREAT SERVICES TICKETS	0490	775576	080	8210	\$8,986.00
DISNEYLAND RESORT-GREAT SERVICES TICKETS	0567	775505	080	8210	\$5,600.00
DL SIGN SYSTEMS	0130	775916	030	7090	\$9,104.72
DL SIGN SYSTEMS	0320	776025	080	8210	\$2,801.00
DL SIGN SYSTEMS	0395	774543	030	7090	\$1,084.32
DL SIGN SYSTEMS	0395	774625	030	7090	\$1,989.02
DL SIGN SYSTEMS	0423	775597	030	7090	\$5,599.14
DL SIGN SYSTEMS	0700	774457	030	0144	\$629.00
DONALD KEITH CAPPELLUTI	0123	775300	030	7090	\$1,373.91
DONALD KEITH CAPPELLUTI	0123	775328	030	7090	\$1,269.02
DONALD KEITH CAPPELLUTI	0123	776176	030	7090	\$2,365.85
DONALD KEITH CAPPELLUTI	0127	776292	030	0625	\$1,995.30
DONALD KEITH CAPPELLUTI	0130	776056	030	7091	\$506.48
DONALD KEITH CAPPELLUTI	0241	775294	030	0172	\$1,727.86
DONALD KEITH CAPPELLUTI	0791	776077	060	2600	\$6,999.41
DONALD KEITH CAPPELLUTI	0791	776297	060	2600	\$9,723.83
DONALD KEITH CAPPELLUTI	0812	775702	030	0137	\$1,300.20
DOUGGY FRESH PIZZA	0395	775713	030	0171	\$2,500.00
DOUGGY FRESH PIZZA	0710	771848	030	0152	\$100.00
DOUGGY FRESH PIZZA	0710	774476	030	0152	\$1,000.00
DT DAVIS ENTERPRISES, LTD	0788	768163A	060	6500	\$15.81
DUMONT PRINTING, INC.	0145	774368	030	7090	\$7,323.00
DUMONT PRINTING, INC.	0421	774858	030	7090	\$7,850.00

DUMONT PRINTING, INC.	0575	760305	030	0115	\$7,000.00
DUMONT PRINTING, INC.	1055	775819	030	7090	\$1,325.12
DUTCH BROS COFFEE FRESNO	0045	775855	030	7090	\$2,500.00
DUTCH BROS COFFEE FRESNO	0423	775744	030	0114	\$200.00
DUTCH BROS COFFEE FRESNO	0440	776324	030	7090	\$600.00
DUTCH BROS COFFEE FRESNO	0445	775670	030	7091	\$2,500.00
DUTCH BROS COFFEE FRESNO	0530	774907	030	7090	\$600.00
DUTCH BROS COFFEE FRESNO	0550	775159	030	7090	\$1,000.00
DUTCH BROS COFFEE FRESNO	0567	764382	030	7090	\$400.00
DYNAMIC LEARNING EXPERINCES, LLC	0885	774328	030	0143	\$499.00
EASTER SOFTBALL CLASSIC	0145	776320	030	0172	\$800.00
EAT IT UP CATERING SERVICE, INC.	0230	774514	030	7090	\$2,236.34
ECOLAB, INC.	1910	764081	130	5310	\$3,041.59
ECONOMY MOVERS	0790	774788	060	2600	\$2,940.00
EDDIE'S BAKERY CAFE	0170	776298	060	2600	\$765.00
EDGEWOOD PRESS, INC.	0075	775388	030	7099	\$1,077.15
EDGEWOOD PRESS, INC.	0200	775951	030	7090	\$184.34
EDGEWOOD PRESS, INC.	0200	775951	030	7099	\$737.37
EDOYA TOKYO CUISINE	0755	775327	030	0176	\$1,624.38
EKC ENTERPRISES, INC.	0919	774659	060	8150	\$3,026.53
EKC ENTERPRISES, INC.	1235	775803	350	0917	\$602.83
EKC ENTERPRISES, INC.	1787	774658	350	0917	\$3,026.53
ELBOW ROOM, INC.	0619	767420	030	0138	\$600.00
ELSMORE SPORTS, INC.	0185	774634	030	0172	\$1,730.89
ELSMORE SPORTS, INC.	0185	774645	030	0172	\$1,039.84
ELSMORE SPORTS, INC.	0185	775025	030	0172	\$877.64
ELSMORE SPORTS, INC.	0185	775029	030	0172	\$121.83
ENCORE DATA PRODUCTS	1891	775515	030	0716	\$6,013.43
ENTOURAGE IMAGING, INC.	0552	774799	030	7090	\$798.32
ESGI, LLC	0465	774324	060	3010	\$936.00
EXPO AUDIO VISUAL	0888	775587	030	0143	\$250.00
EXPO PARTY RENTAL & SALES	0145	776217	030	7090	\$3,085.00
EXPO PARTY RENTAL & SALES	0701	774676	060	5828	\$488.53
EXPO PARTY RENTAL & SALES	0701	775632	060	3213	\$382.14
EXPO PARTY RENTAL & SALES	0885	775580	030	0143	\$42.80
EXPO PARTY RENTAL & SALES	0888	775583	030	0143	\$1,655.60
FAN IN A BOX, LLC	0010	775257	030	0115	\$975.00
FAN IN A BOX, LLC	0010	775274	030	7090	\$4,610.00
FAN IN A BOX, LLC	0030	775838	030	7090	\$2,285.93
FAN IN A BOX, LLC	0123	775751	030	0172	\$547.00
FAN IN A BOX, LLC	0150	774945	030	7090	\$490.22
FAN IN A BOX, LLC	0170	774549	030	7090	\$9,669.29
FAN IN A BOX, LLC	0170	775344	030	7090	\$2,775.00
FAN IN A BOX, LLC	0170	775704	030	0171	\$3,000.00
FAN IN A BOX, LLC	0208	775429	030	7090	\$4,500.00
FAN IN A BOX, LLC	0208	775484	030	0171	\$4,723.00
FAN IN A BOX, LLC	0465	774547	030	7090	\$3,000.00

FAN IN A BOX, LLC	0710	774490	060	6387	\$3,863.54
FASTENAL COMPANY	0919	775917	060	8150	\$3,181.12
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0241	775090	030	0118	\$1,771.00
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0575	774903	030	7090	\$996.98
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0885	776164	030	0140	\$1,000.00
FEDEX EXPRESS SERVICES	0755	774824	030	0176	\$1,798.00
FIREWORKS AMERICA	0130	774509	030	0172	\$3,700.00
FIRST 5 FRESNO COUNTY	0852	774245	030	0679	\$1,618.50
FIRST STRING SPORTS	0005	775963	030	7090	\$1,063.00
FIRST STRING SPORTS	0010	775662	030	0172	\$500.00
FIRST STRING SPORTS	0020	775435	030	0172	\$1,555.00
FIRST STRING SPORTS	0020	775439	030	0172	\$1,000.00
FIRST STRING SPORTS	0055	775422	030	0172	\$1,197.00
FIRST STRING SPORTS	0060	762771	030	0172	\$3,900.00
FIRST STRING SPORTS	0095	775534	030	0172	\$4,745.30
FIRST STRING SPORTS	0095	775852	030	0172	\$7,693.08
FIRST STRING SPORTS	0100	774769	030	7090	\$3,000.00
FIRST STRING SPORTS	0100	775969	030	0172	\$5,200.00
FIRST STRING SPORTS	0105	774911	030	0172	\$4,100.25
FIRST STRING SPORTS	0105	774916	030	0172	\$7,452.86
FIRST STRING SPORTS	0120	774857	030	0172	\$3,797.78
FIRST STRING SPORTS	0120	775248	030	0172	\$530.92
FIRST STRING SPORTS	0130	776105	030	7090	\$351.60
FIRST STRING SPORTS	0185	774630	030	0172	\$65.00
FIRST STRING SPORTS	0185	775023	030	0172	\$113.77
FIRST STRING SPORTS	0200	775326	030	7090	\$4,000.00
FIRST STRING SPORTS	0235	774626	030	0171	\$250.00
FIRST STRING SPORTS	0235	775666	030	0172	\$2,556.00
FIRST STRING SPORTS	0235	775667	030	0172	\$1,000.00
FIRST STRING SPORTS	0235	776155	030	0172	\$1,599.79
FIRST STRING SPORTS	0250	773636	030	0172	\$2,400.00
FIRST STRING SPORTS	0255	775656	030	0624	\$3,000.00
FIRST STRING SPORTS	0295	775661	030	0172	\$1,000.00
FIRST STRING SPORTS	0305	775967	030	0172	\$3,859.00
FIRST STRING SPORTS	0320	775140	030	0172	\$210.53
FIRST STRING SPORTS	0335	775654	030	0172	\$5,000.00
FIRST STRING SPORTS	0335	775962	030	0172	\$1,724.02
FIRST STRING SPORTS	0370	774638	030	0172	\$313.06
FIRST STRING SPORTS	0370	775966	030	7090	\$250.00
FIRST STRING SPORTS	0380	774887	030	0172	\$7,850.00
FIRST STRING SPORTS	0385	775270	030	7090	\$2,195.50
FIRST STRING SPORTS	0395	776294	030	0172	\$1,500.00
FIRST STRING SPORTS	0395	776370	030	0172	\$292.93
FIRST STRING SPORTS	0415	775449	030	7090	\$563.42
FIRST STRING SPORTS	0415	775741	030	0172	\$975.15
FIRST STRING SPORTS	0417	775893	030	0115	\$2,000.00
FIRST STRING SPORTS	0420	775964	030	7090	\$3,000.00



FIRST STRING SPORTS	0421	776167	060	722E	\$1,159.35
FIRST STRING SPORTS	0423	774346	030	0172	\$994.10
FIRST STRING SPORTS	0430	775659	030	0172	\$3,000.00
FIRST STRING SPORTS	0435	765772	030	0172	\$500.00
FIRST STRING SPORTS	0455	774418	030	7090	\$676.65
FIRST STRING SPORTS	0455	775972	030	0171	\$500.00
FIRST STRING SPORTS	0465	774732	030	0171	\$393.86
FIRST STRING SPORTS	0465	774736	030	0171	\$1,007.65
FIRST STRING SPORTS	0465	776065	030	7090	\$1,546.92
FIRST STRING SPORTS	0485	774243	030	0172	\$3,000.00
FIRST STRING SPORTS	0505	775669	030	0171	\$5,000.00
FIRST STRING SPORTS	0580	775332	030	0172	\$772.43
FIRST STRING SPORTS	0710	775902	030	0152	\$541.75
FIRST STRING SPORTS	0810	758645	030	0141	\$6.84
FLINN SCIENTIFIC, INC.	0475	774819	060	3010	\$2,552.55
FLINN SCIENTIFIC, INC.	0475	775281	060	3010	\$2,259.38
FLOR, INC.	0127	775912	030	0625	\$2,401.63
FOCUS PACKAGING & SUPPLY CO.	1910	775993	130	5310	\$4,300.00
FOCUS PACKAGING & SUPPLY CO.	1910	776021	130	5310	\$4,144.39
FOCUS PACKAGING & SUPPLY CO.	1910	776183	130	5310	\$4,144.39
FOLEY, STEVEN JAMES	1250	696852	350	0916	\$6,400.00
FOLLETT SCHOOL SOLUTIONS, INC.	0423	776206	060	3182	\$4,990.65
FOLLETT SCHOOL SOLUTIONS, INC.	1340	774741	060	3010	\$697.64
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774297	060	3010	\$1,685.50
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774300	060	3010	\$522.33
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774301	060	3010	\$1,213.63
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774303	060	3010	\$1,065.95
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774304	060	3010	\$4,634.87
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774305	060	3010	\$863.18
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774306	060	3010	\$454.47
FOLLETT SCHOOL SOLUTIONS, INC.	1758	774307	060	3010	\$478.63
FONSECA, CARLOS	0925	775139	030	7230	\$47.92
FORESTRY SUPPLIERS, INC.	0785	774256	060	6500	\$139.60
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	774510	030	0173	\$3,400.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	775499	030	0173	\$7,500.00
FOUR BAKERS, INC. DBA LA BOULANGERIE	0055	774515	030	7090	\$3,808.80
FOUR BAKERS, INC. DBA LA BOULANGERIE	0320	774482	030	0110	\$161.00
FRESNO AG HARDWARE	0335	774587	030	0734	\$487.58
FRESNO AG HARDWARE	0355	775909	030	0734	\$100.00
FRESNO AG HARDWARE	0790	772661	060	2600	\$100.00
FRESNO AIR CONDITIONING	0919	774621	060	8150	\$2,774.52
FRESNO AIR CONDITIONING	0919	776020	060	8150	\$5,051.74
FRESNO BEKINS	0888	775570	030	0143	\$650.00
FRESNO BEKINS	1070	775752	060	3213	\$2,237.97
FRESNO BEKINS	1230	775756	060	3213	\$3,411.89

FRESNO BEKINS	1235	775725	060	3213	\$1,717.97
FRESNO BEKINS	1265	775728	060	3213	\$579.80
FRESNO BEKINS	1415	775731	060	3213	\$3,411.89
FRESNO BEKINS	1417	775759	060	3213	\$1,717.97
FRESNO BEKINS	1421	775748	060	3213	\$1,717.97
FRESNO BEKINS	1423	775737	060	3213	\$1,099.80
FRESNO BEKINS	1455	775740	060	3213	\$2,237.97
FRESNO BEKINS	1505	775745	060	3213	\$1,717.97
FRESNO CHAFFEE ZOO CORPORATION	0070	776153	030	7099	\$278.00
FRESNO CHAFFEE ZOO CORPORATION	0095	775522	060	2600	\$1,210.00
FRESNO CHAFFEE ZOO CORPORATION	0725	774459	030	0173	\$1,288.00
FRESNO CHAFFEE ZOO CORPORATION	0725	775501	030	0173	\$584.00
FRESNO CITY COLLEGE	0706	775827	030	0157	\$5,900.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0426	775459	060	4035	\$2,327.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0701	774441	060	3213	\$1,500.00
FRESNO OXYGEN	0145	776149	030	7090	\$1,000.00
FRESNO OXYGEN	0553	776141	030	0133	\$500.00
FRESNO PUMP & SUPPLY, INC.	0919	768700	060	8150	\$106.18
FUN AND FUNCTION	0810	775816	030	0189	\$667.40
FUNWORKS/KAREN GAINES	0045	776350	060	2600	\$550.00
FUNWORKS/KAREN GAINES	0095	775262	060	2600	\$500.00
FUNWORKS/KAREN GAINES	0210	776290	030	7099	\$925.00
FUNWORKS/KAREN GAINES	0220	776360	060	2600	\$1,500.00
FUNWORKS/KAREN GAINES	0330	775873	060	2600	\$1,500.00
FUNWORKS/KAREN GAINES	0370	776296	060	2600	\$1,000.00
FUNWORKS/KAREN GAINES	0380	776358	030	0171	\$1,800.00
FUNWORKS/KAREN GAINES	0380	776358	080	8210	\$1,200.00
FUNWORKS/KAREN GAINES	0410	776376	030	0110	\$6,000.00
FUNWORKS/KAREN GAINES	0460	776304	060	2600	\$1,500.00
FUNWORKS/KAREN GAINES	0465	776064	060	2600	\$1,100.00
FUNWORKS/KAREN GAINES	0701	775319	060	3213	\$4,950.00
G W SCHOOL SUPPLY	0005	775477	030	0113	\$92.00
G W SCHOOL SUPPLY	0005	775479	030	0113	\$377.00
G W SCHOOL SUPPLY	0005	775489	030	0113	\$92.00
G W SCHOOL SUPPLY	0005	775533	030	0113	\$306.00
G W SCHOOL SUPPLY	0005	775535	030	0113	\$92.00
G W SCHOOL SUPPLY	0005	775536	030	0113	\$92.00
G W SCHOOL SUPPLY	0015	775611	030	7091	\$1,500.00
G W SCHOOL SUPPLY	0020	775476	030	0111	\$380.00
G W SCHOOL SUPPLY	0020	775551	060	6500	\$200.00
G W SCHOOL SUPPLY	0020	775553	060	6500	\$1,200.00
G W SCHOOL SUPPLY	0020	775554	060	6500	\$300.00
G W SCHOOL SUPPLY	0035	775614	080	8210	\$500.00
G W SCHOOL SUPPLY	0045	775480	030	0171	\$1,250.00
G W SCHOOL SUPPLY	0045	776127	060	6500	\$300.00

G W SCHOOL SUPPLY	0045	776132	060	6500	\$250.00
G W SCHOOL SUPPLY	0045	776135	060	6500	\$300.00
G W SCHOOL SUPPLY	0060	775483	030	7090	\$400.00
G W SCHOOL SUPPLY	0060	775548	060	9083	\$500.00
G W SCHOOL SUPPLY	0060	775559	030	7090	\$400.00
G W SCHOOL SUPPLY	0070	762959	030	7090	\$2,000.00
G W SCHOOL SUPPLY	0095	775491	060	2600	\$3,000.00
G W SCHOOL SUPPLY	0105	775511	030	0625	\$500.00
G W SCHOOL SUPPLY	0105	775520	030	0172	\$500.00
G W SCHOOL SUPPLY	0120	775487	060	9083	\$500.00
G W SCHOOL SUPPLY	0120	775506	030	0110	\$215.00
G W SCHOOL SUPPLY	0120	776119	030	0110	\$1,000.00
G W SCHOOL SUPPLY	0150	775618	060	3010	\$1,000.00
G W SCHOOL SUPPLY	0155	760909	030	7099	\$1,700.00
G W SCHOOL SUPPLY	0160	776223	030	7099	\$4,500.00
G W SCHOOL SUPPLY	0165	775586	060	9083	\$500.00
G W SCHOOL SUPPLY	0165	775795	030	0643	\$200.00
G W SCHOOL SUPPLY	0170	775518	030	0171	\$495.00
G W SCHOOL SUPPLY	0175	775492	030	0113	\$816.00
G W SCHOOL SUPPLY	0175	775507	030	0110	\$250.00
G W SCHOOL SUPPLY	0175	776214	030	7090	\$1,059.27
G W SCHOOL SUPPLY	0205	775616	060	9032	\$1,020.00
G W SCHOOL SUPPLY	0208	775524	030	0110	\$150.00
G W SCHOOL SUPPLY	0208	775588	060	3010	\$1,000.00
G W SCHOOL SUPPLY	0210	775531	030	0171	\$445.00
G W SCHOOL SUPPLY	0210	776145	030	7090	\$400.00
G W SCHOOL SUPPLY	0210	776147	030	7090	\$300.00
G W SCHOOL SUPPLY	0220	774806	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0220	774807	030	7090	\$300.00
G W SCHOOL SUPPLY	0225	776240	030	7099	\$3,000.00
G W SCHOOL SUPPLY	0250	775617	060	9083	\$2,176.65
G W SCHOOL SUPPLY	0270	775557	060	6500	\$200.00
G W SCHOOL SUPPLY	0290	775502	030	0110	\$121.00
G W SCHOOL SUPPLY	0290	775561	030	7090	\$3,000.00
G W SCHOOL SUPPLY	0320	774299	030	7099	\$1,000.00
G W SCHOOL SUPPLY	0330	775527	030	0110	\$300.00
G W SCHOOL SUPPLY	0335	775542	030	7090	\$400.00
G W SCHOOL SUPPLY	0340	775598	030	7090	\$400.00
G W SCHOOL SUPPLY	0355	775516	030	0643	\$448.85
G W SCHOOL SUPPLY	0370	775578	030	7090	\$2,000.00
G W SCHOOL SUPPLY	0370	776146	060	6500	\$100.00
G W SCHOOL SUPPLY	0422	775189	060	9083	\$2,176.65
G W SCHOOL SUPPLY	0430	775512	030	0643	\$1,500.00
G W SCHOOL SUPPLY	0430	775541	060	6500	\$200.00
G W SCHOOL SUPPLY	0435	776239	030	7099	\$2,157.00
G W SCHOOL SUPPLY	0440	766456	030	7091	\$500.00
G W SCHOOL SUPPLY	0460	774281	030	7090	\$108.00

G W SCHOOL SUPPLY	0460	775510	030	0624	\$350.00
G W SCHOOL SUPPLY	0460	775613	080	8210	\$50.00
G W SCHOOL SUPPLY	0465	775498	030	0110	\$500.00
G W SCHOOL SUPPLY	0470	775619	060	3010	\$500.00
G W SCHOOL SUPPLY	0470	775621	030	7099	\$1,000.00
G W SCHOOL SUPPLY	0470	775701	030	7090	\$378.00
G W SCHOOL SUPPLY	0470	775892	030	7091	\$500.00
G W SCHOOL SUPPLY	0475	774697	030	0643	\$1,000.00
G W SCHOOL SUPPLY	0480	774213	060	3182	\$207.77
G W SCHOOL SUPPLY	0480	774214	060	3182	\$254.33
G W SCHOOL SUPPLY	0480	774215	060	3182	\$173.82
G W SCHOOL SUPPLY	0480	774216	060	3182	\$245.81
G W SCHOOL SUPPLY	0480	774217	060	3182	\$158.54
G W SCHOOL SUPPLY	0530	775490	030	0171	\$1,947.00
G W SCHOOL SUPPLY	0535	775556	060	6500	\$400.00
G W SCHOOL SUPPLY	0535	775585	030	0110	\$100.00
G W SCHOOL SUPPLY	0535	775624	030	0110	\$125.00
G W SCHOOL SUPPLY	0535	775625	030	0110	\$100.00
G W SCHOOL SUPPLY	0535	776195	030	7090	\$400.00
G W SCHOOL SUPPLY	0535	776197	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776198	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776199	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776200	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776201	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776203	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776204	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776207	030	7091	\$300.00
G W SCHOOL SUPPLY	0535	776224	030	7091	\$300.00
G W SCHOOL SUPPLY	0535	776226	030	7091	\$300.00
G W SCHOOL SUPPLY	0535	776227	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776228	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776229	030	7091	\$1,000.00
G W SCHOOL SUPPLY	0535	776230	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776232	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776234	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776236	030	7091	\$150.00
G W SCHOOL SUPPLY	0535	776361	030	7091	\$150.00
G W SCHOOL SUPPLY	0553	775539	060	6500	\$100.00
G W SCHOOL SUPPLY	0553	775600	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775601	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775602	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775604	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775606	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775607	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775609	030	7091	\$200.00
G W SCHOOL SUPPLY	0553	775610	030	7091	\$400.00
G W SCHOOL SUPPLY	0567	774760	030	0171	\$1,000.00

G W SCHOOL SUPPLY	0700	775560	060	3213	\$1,000.00
G W SCHOOL SUPPLY	0790	775545	060	2600	\$1,500.00
G W SCHOOL SUPPLY	0790	776142	060	2600	\$2,000.00
G W SCHOOL SUPPLY	1075	774597	030	0192	\$500.00
G W SCHOOL SUPPLY	1075	774696	030	0192	\$250.00
G W SCHOOL SUPPLY	1295	776143	060	3010	\$1,100.00
G W SCHOOL SUPPLY	1460	776357	030	0192	\$500.00
G W SCHOOL SUPPLY	1510	776194	060	3010	\$400.00
GASTON MIDDLE SCHOOL ASB	0755	775254	030	0176	\$1,089.78
GCB1, INC. DBA GC BUILDERS	0250	774787	030	0172	\$3,500.00
GIMKIT, INC.	0460	774318	030	7090	\$650.00
GOLD STAR FOODS, INC.	1910	774734	130	5310	\$3,646.25
GOLD STAR FOODS, INC.	1910	774737	130	5310	\$3,695.00
GOLD STAR FOODS, INC.	1910	774925	130	5310	\$9,363.84
GOLD STAR FOODS, INC.	1910	775035	130	5310	\$5,464.44
GOLD STAR FOODS, INC.	1910	775399	130	5310	\$8,472.00
GOLD STAR FOODS, INC.	1910	775998	130	5310	\$1,393.50
GOLD STAR FOODS, INC.	1910	776003	130	5310	\$1,557.00
GOLDEN WEST HIGH SCHOOL	0235	775717	030	0172	\$240.00
GOLF CAR CENTRAL SERVICE	0208	767881	030	7090	\$28.11
GOOD COMPANY WITH SECOND PLAYERS	1400	774267	030	7394	\$325.00
GOOD DIRT POTTERY STUDIO	0565	776066	030	7140	\$885.00
GOPHER	0010	775824	030	0172	\$2,056.05
GOPHER	0095	775818	030	0172	\$8,137.98
GOPHER	0208	775642	030	7090	\$884.69
GOPHER	0220	774278	030	0171	\$1,175.93
GOPHER	0370	774633	030	0172	\$918.97
GOPHER	0395	774864	030	0123	\$1,567.38
GOPHER	0415	774730	030	0173	\$1,790.50
GOPHER	0460	776130	030	0172	\$1,107.47
GOPHER	0470	775810	030	7090	\$2,033.15
GOPHER	0470	776161	030	7090	\$2,033.15
GOPHER	0500	774251	030	0110	\$1,594.06
GOPHER	0510	776276	030	0172	\$4,432.76
GOPHER	0700	775174	060	3213	\$1,905.45
GOPHER	0700	776168	060	3213	\$4,344.85
GOTTSCHALK MUSIC CENTER	0417	774575	030	7140	\$500.00
GOTTSCHALK MUSIC CENTER	0727	774290	030	0167	\$100.00
GOTTSCHALK MUSIC CENTER	0727	774293	030	0168	\$100.00
GOTTSCHALK MUSIC CENTER	0727	774749	060	3213	\$100.00
GOTTSCHALK MUSIC CENTER	0727	774793	030	0167	\$100.00
GOTTSCHALK MUSIC CENTER	0727	775467	060	3213	\$4,092.89
GOTTSCHALK MUSIC CENTER	0727	775471	060	3213	\$3,410.74
GOTTSCHALK MUSIC CENTER	0727	775980	060	3213	\$100.00
GRADUATE SERVICES, LTD	0055	774394	030	7140	\$1,000.00
GRADUATE SERVICES, LTD	0123	775289	030	0147	\$258.79
GRADUATE SERVICES, LTD	0230	775874	030	7090	\$2,218.46

GRADUATE SERVICES, LTD	0395	774546	030	7090	\$1,000.00
GRADUATE SERVICES, LTD	0552	776193	030	0172	\$44.42
GRAINGER, INC.	0075	760521	030	7090	\$139.00
GRAINGER, INC.	0423	775634	030	7091	\$1,468.96
GRAINGER, INC.	0423	775634	030	7099	\$3,347.30
GRAINGER, INC.	0710	767544	060	6388	\$139.00
GRAINGER, INC.	1891	774984	030	0716	\$8,480.27
GRAINGER, INC.	1910	774556	130	5310	\$149.78
GRAINGER, INC.	1910	774582	130	5310	\$89.96
GRAINGER, INC.	1910	774680	130	5310	\$304.20
GRAINGER, INC.	1910	776348	130	5310	\$146.02
GRAPHIC COMMUNICATION	1891	774228	030	0716	\$2,342.00
GRAPHIC COMMUNICATION	1891	776190	030	0716	\$3,329.00
GRAPHIC DESIGN MARKING SYSTEM, INC.	0475	774712	030	0171	\$2,090.72
GRAYBAR ELECTRIC, INC.	1787	776341	350	0917	\$1,233.13
GREEN LIGHT TOUR AND TRAVEL	0725	774804	030	0175	\$2,395.00
GREENFIELD LEARNING, INC.	0241	775013	030	7091	\$8,017.51
GREENFIELD LEARNING, INC.	0758	774348	060	4203	\$9,588.98
GROUND CONTROL SYSTEMS	0127	774836	030	7099	\$4,608.16
GUITAR CENTER STORE, INC.	0727	775253	030	0167	\$769.83
GUITAR CENTER STORE, INC.	0727	775255	030	0167	\$5,357.40
H. MARKUS & CO. PRINTING SERVICES	0790	775466	060	2600	\$9,764.50
HALAU HULA I KA LA	0495	774548	030	0172	\$1,126.84
HANDS ON GOURMET, INC.	0796	775293	030	0667	\$4,170.00
HARCOURT OUTLINES, INC.	0208	775368	030	7090	\$1,175.46
HARO ENTERTAINMENT	0055	774475	030	7090	\$1,325.00
HARO ENTERTAINMENT	0055	775594	030	7090	\$250.00
HARRISON BROS., INC.	0335	775639	030	0171	\$637.72
HARRISON BROS., INC.	0505	776022	030	0172	\$1,695.36
HARRISON BROS., INC.	0575	775249	030	7090	\$449.95
HARVARD HOUSE	0727	774287	030	0167	\$100.00
HARVARD HOUSE	0727	774295	030	0168	\$100.00
HARVARD HOUSE	0727	774750	060	3213	\$100.00
HARVARD HOUSE	0727	774794	030	0167	\$100.00
HARVARD HOUSE	0727	775981	060	3213	\$100.00
HCI SYSTEMS, INC.	0919	774451	060	7028	\$9,895.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1920	774842	060	9046	\$5,954.92
HEATHER RUTOWICZ	0701	774481	060	4035	\$1,500.00
HEINEMANN PROFESSIONAL	0460	774338	030	7091	\$5,436.47
HELADOS LA TAPATIA, INC.	0340	774565	030	7090	\$700.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0230	774563	030	0124	\$185.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0490	775880	030	0643	\$200.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0885	775130	030	0140	\$500.00
HERITAGE GENERAL	0250	774790	030	7099	\$3,220.00
HEWITT'S RESTAURANT	0012	776050	030	0134	\$471.32
HEWITT'S RESTAURANT	0140	775153	030	7091	\$500.00
HEWITT'S RESTAURANT	0145	775700	030	7090	\$3,000.00

HEWITT'S RESTAURANT	0270	775685	030	7090	\$2,500.00
HEWITT'S RESTAURANT	0335	775133	030	0171	\$3,000.00
HEWITT'S RESTAURANT	0335	776327	060	6385	\$2,000.00
HEWITT'S RESTAURANT	0440	775747	030	0115	\$2,513.72
HEWITT'S RESTAURANT	0440	775753	030	0115	\$1,500.00
HEWITT'S RESTAURANT	0485	775738	030	0111	\$1,697.00
HEWITT'S RESTAURANT	0710	760868	030	0152	\$5,000.00
HMONG EDUCATIONAL RESOURCES PUBLISHER, LLC	0701	776160	060	3213	\$9,865.07
HOME DEPOT	1145	774654	350	0917	\$2,882.89
HORN PHOTO, INC.	0335	776202	060	722B	\$301.21
HORN SHOP, THE	0727	774289	030	0167	\$100.00
HORN SHOP, THE	0727	774292	030	0168	\$100.00
HORN SHOP, THE	0727	774751	060	3213	\$100.00
HORN SHOP, THE	0727	774792	030	0167	\$100.00
HORN SHOP, THE	0727	775470	060	3213	\$1,580.23
HORN SHOP, THE	0727	775472	060	3213	\$8,344.03
HORN SHOP, THE	0727	775896	060	3213	\$7,039.81
HORN SHOP, THE	0727	775979	060	3213	\$100.00
HOUGHTON MIFFLIN COMPANY	1748	774212	060	6300	\$8,586.92
HOWELL, JOHN	0787	775856	060	6500	\$21.64
HUNGRY BEAR, INC.	0045	774337	030	7090	\$1,000.00
HUNGRY BEAR, INC.	0235	775775	030	0172	\$500.00
HUNGRY BEAR, INC.	0241	774462	030	0172	\$2,000.00
HUNGRY HOWIE'S	0355	774989	030	0113	\$130.00
IDEAL SAW WORKS	0710	774590	060	6387	\$3,421.69
IDSVOOG, AMY	0732	775882	030	0658	\$140.94
IG WHOLESALE FLORIST	0710	774427	030	0152	\$200.00
IG WHOLESALE FLORIST	0710	774432	030	0152	\$100.00
IMAGESTUFF.COM	0160	775641	030	7090	\$4,430.56
INGRAHAM TROPHIES	0335	776175	030	0172	\$1,266.03
INSTRUCTURE, INC.	0127	776379	030	7090	\$5,000.00
INTELLIAS, INC.	0889	769083	030	0140	\$7,400.00
ISLAND PHOTOGRAPHY	0220	775854	080	8210	\$1,286.39
ISLAND WATERPARK, THE	0120	776018	080	8210	\$612.22
ISLAND WATERPARK, THE	0200	775973	080	8210	\$881.61
ISLAND WATERPARK, THE	0225	776097	030	7090	\$1,494.34
ISLAND WATERPARK, THE	0241	775508	030	0172	\$5,037.60
ISLAND WATERPARK, THE	0270	774679	080	8210	\$1,199.50
ISLAND WATERPARK, THE	0295	774695	080	8210	\$282.83
ISLAND WATERPARK, THE	0295	775555	080	8210	\$659.95
ISTE	0710	774677	030	0152	\$1,390.00
IT'S BOBATIME	0130	775148	030	7091	\$3,000.00
IT'S BOBATIME	0130	775766	030	0172	\$1,500.00
J & E RESTAURANT SUPPLY, INC.	0919	774673	060	8150	\$4,333.99
J & E RESTAURANT SUPPLY, INC.	1910	775914	130	5310	\$65.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0020	775844	030	7091	\$1,044.00

J AND I TWINS SUPER MARKET EL PARIAN, LLC	0455	774812	030	7090	\$1,246.03
J W PEPPER & SONS, INC.	0727	774744	030	0168	\$100.00
J W PEPPER & SONS, INC.	0727	774754	060	3213	\$100.00
J. ELLIOT MARKETING	0880	741992A	680	0851	\$1,230.00
J. W. PEPPER & SONS, INC.	0417	774577	030	7140	\$550.00
JAMIE STIDHAM-RICHARDS, DBA RICHARDS CONCESSIONS, INC.	0095	775845	030	0110	\$337.50
JAMIE STIDHAM-RICHARDS, DBA RICHARDS CONCESSIONS, INC.	0095	776251	060	2600	\$540.00
JENNIE-O TURKEY STORE	1910	775719	130	5310	\$8,883.00
JERICO FIRE PROTECTION	0919	774557	060	8150	\$1,255.00
JIM COLEMAN, LTD	0785	775143	060	9017	\$850.70
JOHN'S INCREDIBLE PIZZA CO.	0135	774500	030	7091	\$692.07
JOHN'S INCREDIBLE PIZZA CO.	0155	774484	080	8210	\$1,402.92
JOHN'S INCREDIBLE PIZZA CO.	0575	775569	030	7090	\$749.35
JOHNSON CONTROLS US HOLDINGS, LLC	0919	775953	060	8150	\$9,913.00
JOJO'S PARTY RENTALS	0530	774827	080	8210	\$269.95
JONES SCHOOL SUPPLY CO.	0005	776162	030	7090	\$980.60
JONES SCHOOL SUPPLY CO.	0420	774366	030	7090	\$3,630.60
JONES SCHOOL SUPPLY CO.	0423	775009	030	7091	\$2,335.58
JONES SCHOOL SUPPLY CO.	0450	775283	030	7091	\$654.88
JONES SCHOOL SUPPLY CO.	0470	775461	030	7090	\$1,937.15
JONES SCHOOL SUPPLY CO.	0475	774688	030	7091	\$401.51
JONES SCHOOL SUPPLY CO.	0510	775076	030	7090	\$634.76
JONES SCHOOL SUPPLY CO.	0535	775460	030	7090	\$1,225.76
JONES SCHOOL SUPPLY CO.	0567	774765	030	0110	\$1,178.84
JONES SCHOOL SUPPLY CO.	0796	776213	030	0667	\$422.23
JORGENSEN & COMPANY, INC.	1891	774223	030	0716	\$1,652.34
JUNIOR LEAGUE OF FRESNO	0185	775401	030	0172	\$250.00
KAPLAN EARLY LEARNING	0780	776179	030	0192	\$441.08
KARLA D, KIRK	0700	775358	060	3213	\$3,600.00
KELSTROM, KIM	0890	775144	030	0708	\$56.47
KELVIN LP	0208	775640	030	0110	\$148.47
KEVON EMPOWERS AND GROUP, LLC	0227	774585	030	0644	\$6,500.00
KFSN-TV	0601	774467	030	0500	\$2,500.00
KIKKU JAPANESE	0155	775710	030	0110	\$614.00
KIMS BIRTHDAY PARTY PETTING ZOO	0230	775434	030	0124	\$611.00
KING KHAN DRILLING & CONSTRUCTION	1325	771973	350	0917	\$717.49
KONA ICE OF CLOVIS, LLC	0095	776253	060	2600	\$600.00
KONA ICE OF CLOVIS, LLC	0123	775679	030	0147	\$335.00
KONA ICE OF CLOVIS, LLC	0230	775859	030	0124	\$900.00
KONA ICE OF CLOVIS, LLC	0295	775668	030	7090	\$1,600.00
KONA ICE OF CLOVIS, LLC	0340	775809	080	8210	\$3,500.00
KONA ICE OF CLOVIS, LLC	0355	775191	030	7090	\$400.00
KONA ICE OF CLOVIS, LLC	0370	775657	030	7090	\$2,700.00
KONA ICE OF CLOVIS, LLC	0385	774995	030	7090	\$2,320.00
KONA ICE OF CLOVIS, LLC	0430	775214	030	0643	\$1,000.00



KONA ICE OF CLOVIS, LLC	0460	774333	030	7090	\$3,000.00
KONA ICE OF CLOVIS, LLC	0810	775089	030	0649	\$1,250.00
KONA ICE OF CLOVIS, LLC	0810	775680	030	0137	\$3,000.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0160	775161	030	7090	\$1,600.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0330	776259	060	2600	\$1,750.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0812	774474	030	0137	\$1,000.00
KUFFEL, CAROLINE	0785	775154	060	9017	\$150.00
KYJO CORP.	0810	775636	030	0189	\$305.15
LA IMPERIAL TAQUERIA	0015	775708	030	7090	\$1,376.05
LA IMPERIAL TAQUERIA	0075	774904	030	0110	\$1,203.92
LA IMPERIAL TAQUERIA	0230	776250	030	0124	\$2,807.35
LA IMPERIAL TAQUERIA	0241	774901	030	0118	\$2,183.26
LA LIBRERIA	0475	774701	030	7091	\$861.59
LA RYAN CATERING, INC.	0812	775069	030	0137	\$8,218.00
LAKESHORE LEARNING MATERIALS	0175	775696	030	0113	\$1,431.18
LAKESHORE LEARNING MATERIALS	0220	774355	030	0171	\$1,066.17
LAKESHORE LEARNING MATERIALS	0225	775105	030	7099	\$3,705.51
LAKESHORE LEARNING MATERIALS	0340	774227	030	7090	\$461.24
LAKESHORE LEARNING MATERIALS	0340	774485	030	7090	\$468.41
LAKESHORE LEARNING MATERIALS	0370	775695	060	6010	\$249.48
LAKESHORE LEARNING MATERIALS	0370	776159	030	7099	\$2,332.34
LAKESHORE LEARNING MATERIALS	0475	774700	030	7091	\$91.65
LAKESHORE LEARNING MATERIALS	0475	774710	030	0192	\$407.19
LAKESHORE LEARNING MATERIALS	0480	774389	030	7099	\$559.15
LAKESHORE LEARNING MATERIALS	0530	774776	030	7090	\$323.88
LAKESHORE LEARNING MATERIALS	0535	774602	060	6010	\$1,216.36
LAKESHORE LEARNING MATERIALS	0535	775693	030	0172	\$954.33
LAKESHORE LEARNING MATERIALS	0755	774384	030	0176	\$1,142.16
LAKESHORE LEARNING MATERIALS	0765	774781	060	3213	\$3,997.56
LAKESHORE LEARNING MATERIALS	0765	774814	060	9064	\$2,341.77
LAKESHORE LEARNING MATERIALS	0765	775994	120	6052	\$8,557.85
LAKESHORE LEARNING MATERIALS	0765	776008	120	6052	\$854.62
LAKESHORE LEARNING MATERIALS	0785	774604	060	3308	\$1,832.57
LAKESHORE LEARNING MATERIALS	0785	774605	060	3308	\$2,308.81
LAKESHORE LEARNING MATERIALS	0785	774609	060	3308	\$2,308.81
LAKESHORE LEARNING MATERIALS	0785	774611	060	3308	\$1,832.57
LAKESHORE LEARNING MATERIALS	0785	775627	060	3308	\$7,188.16
LAKESHORE LEARNING MATERIALS	0785	775643	060	3308	\$3,468.34
LAKESHORE LEARNING MATERIALS	0785	775644	060	3308	\$1,376.73
LAKESHORE LEARNING MATERIALS	0785	775645	060	3308	\$2,877.06
LAKESHORE LEARNING MATERIALS	0785	775646	060	3308	\$1,345.18
LAKESHORE LEARNING MATERIALS	0785	775647	060	3308	\$1,163.23
LAKESHORE LEARNING MATERIALS	0785	775648	060	3308	\$1,064.07
LAKESHORE LEARNING MATERIALS	0785	776001	060	3308	\$1,166.17
LAKESHORE LEARNING MATERIALS	0785	776330	060	6547	\$5,041.95
LAKESHORE LEARNING MATERIALS	0785	776333	060	6547	\$792.82
LAKESHORE LEARNING MATERIALS	0785	776337	060	6547	\$1,687.45

LAKESHORE LEARNING MATERIALS	0790	775258	060	2600	\$1,437.93
LAKESHORE LEARNING MATERIALS	0790	775259	060	2600	\$199.57
LAKESHORE LEARNING MATERIALS	1155	775279	030	0192	\$271.83
LAKESHORE LEARNING MATERIALS	1260	774233	030	0192	\$443.94
LAKESHORE LEARNING MATERIALS	1500	774691	030	0192	\$196.46
LAKESHORE LEARNING MATERIALS	1748	762791	060	6300	\$375.80
LAKESHORE LEARNING MATERIALS	1895	771038	030	0716	\$60.99
LAND O'LAKES, INC.	1910	775991	130	5310	\$6,063.00
LARRY A. LIVERMORE	0105	776039	030	0172	\$500.00
LARRY A. LIVERMORE	0575	774747	030	7090	\$1,000.00
LARSON BROTHERS	0320	776027	080	8210	\$222.00
LARSON BROTHERS	0380	776187	080	8210	\$100.00
LARSON BROTHERS	0460	776040	080	8210	\$100.00
LARSON BROTHERS	0490	774411	080	8210	\$177.69
LAZ KARP ASSOCIATES, LLC	0700	760129	030	0606	\$467.00
LAZ KARP ASSOCIATES, LLC	0700	760129	030	0675	\$467.00
LAZ KARP ASSOCIATES, LLC	0700	760129	030	0677	\$467.00
LAZ KARP ASSOCIATES, LLC	0755	761734	030	0176	\$500.00
LELA'S PIZZERIA, LLC	0105	775185	030	7090	\$175.00
LELA'S PIZZERIA, LLC	0208	774455	030	0172	\$308.00
LEON ENVIRONMENTAL SERVICES	1010	769782	060	3213	\$4,000.00
LEONARDO NICHOLS	0075	766218	030	7090	\$2,500.00
LEONARDO NICHOLS	0235	775242	030	0172	\$2,000.00
LEONARDO NICHOLS	0235	775660	030	0172	\$1,200.00
LEONARDO NICHOLS	0325	775878	030	7090	\$1,140.28
LEONARDO NICHOLS	0725	775171	030	0173	\$500.00
LEONARDO NICHOLS	0725	775173	030	0173	\$500.00
LEONARDO NICHOLS	0725	775441	030	0173	\$500.00
LEARNER PUBLISHING GROUP, INC. DBA WILLOW LANE	0440	776185	030	0625	\$666.83
LEARNER PUBLISHING GROUP, INC. DBA LAKEVIEW	0440	776189	030	0625	\$474.58
LIFETOUCH NATIONAL SCHOOL STUDIOS	0125	775268	030	7090	\$1,470.00
LILY'S CAFE	0710	760870	030	0152	\$2,500.00
LINKA CORPORATION	0020	775652	030	7091	\$230.00
LINKA CORPORATION	0160	775187	030	7090	\$500.00
LINKA CORPORATION	0185	774495	030	7091	\$191.00
LINKA CORPORATION	0241	775117	030	0118	\$407.00
LINKA CORPORATION	0421	771027	030	7090	\$300.00
LINKA CORPORATION	0710	762543	060	6387	\$750.00
LINKA CORPORATION	0710	774567	030	0152	\$600.00
LINKA CORPORATION	0725	774705	030	0173	\$1,000.00
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0005	774283	030	7090	\$931.96
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0090	774341	030	7091	\$1,895.32
LOWE'S	0020	774839	030	0110	\$1,581.00
LOWE'S	0055	774353	030	0172	\$500.00

LOWE'S	0075	774841	030	0171	\$1,947.00
LOWE'S	0095	774844	060	2600	\$1,482.56
LOWE'S	0100	774848	030	7090	\$3,000.00
LOWE'S	0125	775897	030	7099	\$580.76
LOWE'S	0125	775908	030	7099	\$1,000.00
LOWE'S	0155	774375	030	7099	\$2,200.00
LOWE'S	0165	774347	030	0111	\$400.00
LOWE'S	0170	775092	030	0173	\$525.00
LOWE'S	0185	774325	030	7140	\$1,000.00
LOWE'S	0185	775423	030	0734	\$500.00
LOWE'S	0188	776057	030	7099	\$500.00
LOWE'S	0210	775911	060	9083	\$981.49
LOWE'S	0210	776058	060	9083	\$140.82
LOWE'S	0220	774900	030	7090	\$270.00
LOWE'S	0227	775517	060	3010	\$1,514.73
LOWE'S	0235	774417	030	0125	\$634.00
LOWE'S	0235	775094	030	7090	\$500.00
LOWE'S	0237	775100	060	6500	\$757.37
LOWE'S	0240	774335	030	7099	\$1,400.00
LOWE'S	0250	774401	030	7090	\$646.74
LOWE'S	0326	775582	060	3327	\$500.00
LOWE'S	0330	774308	030	0172	\$302.30
LOWE'S	0330	775096	030	0734	\$500.00
LOWE'S	0335	775095	060	722B	\$1,250.00
LOWE'S	0365	774409	030	0111	\$495.16
LOWE'S	0370	774294	030	0643	\$540.67
LOWE'S	0370	775402	060	9083	\$2,171.77
LOWE'S	0370	775427	030	7099	\$600.00
LOWE'S	0395	774415	030	0125	\$250.00
LOWE'S	0395	775430	030	0171	\$300.00
LOWE'S	0395	775436	030	0171	\$300.00
LOWE'S	0395	775440	030	7090	\$1,515.97
LOWE'S	0421	774470	030	7090	\$3,462.87
LOWE'S	0430	775599	030	0171	\$1,000.00
LOWE'S	0435	775577	030	7091	\$500.00
LOWE'S	0440	775907	030	7090	\$500.00
LOWE'S	0450	776174	060	2600	\$1,200.00
LOWE'S	0455	775574	030	0643	\$900.00
LOWE'S	0490	774990	030	0643	\$300.00
LOWE'S	0535	775438	030	7099	\$3,000.00
LOWE'S	0567	774897	030	0171	\$547.00
LOWE'S	0580	775421	030	0110	\$1,200.00
LOWE'S	0700	774405	030	0144	\$218.04
LOWE'S	0700	775093	060	3213	\$1,000.00
LOWE'S	0710	774433	060	6387	\$1,937.63
LOWE'S	0710	774440	060	6387	\$3,635.07
LOWE'S	0710	774639	060	6387	\$1,015.46

LOWE'S	0710	774641	060	6387	\$1,095.00
LOWE'S	0710	774644	060	6387	\$410.21
LOWE'S	0710	774647	060	6387	\$1,634.33
LOWE'S	0710	774870	060	9082	\$9,874.93
LOWE'S	0710	775109	030	0152	\$3,368.73
LOWE'S	0710	775883	060	6387	\$2,890.62
LOWE'S	0710	775887	060	6387	\$4,679.29
LOWE'S	0715	774371	030	0192	\$159.32
LOWE'S	0755	775378	030	0176	\$2,505.05
LOWE'S	0790	774851	060	2600	\$200.00
LOWE'S	0790	775379	060	2600	\$1,000.00
LOWE'S	0790	775593	060	2600	\$500.00
LOWE'S	0810	775031	030	0640	\$757.37
LOWE'S	0810	775036	030	0649	\$1,405.30
LOWE'S	0810	775045	030	0640	\$757.37
LOWE'S	0810	775047	030	0640	\$433.40
LOWE'S	0810	775049	030	0649	\$757.37
LOWE'S	0810	776082	030	0649	\$1,398.00
LOWE'S	0810	776082	060	3010	\$116.73
LOWE'S	0811	775041	030	0130	\$1,190.77
LOWE'S	0812	775015	030	0137	\$1,514.73
LOWE'S	0852	774637	030	0679	\$2,000.00
LOWE'S	0925	775026	030	7230	\$1,592.92
LUNA PIZZERIA & ITALIAN REST.	0010	767766	030	0115	\$500.00
LUNA PIZZERIA & ITALIAN REST.	0010	775068	030	0172	\$1,700.00
LUNA PIZZERIA & ITALIAN REST.	0170	776279	060	2600	\$930.00
LUNA PIZZERIA & ITALIAN REST.	0235	775107	030	7090	\$1,500.00
LUNA PIZZERIA & ITALIAN REST.	0355	774998	030	7090	\$799.01
LUNA PIZZERIA & ITALIAN REST.	0485	775193	030	7090	\$1,000.00
M & M SCREEN PRINTING	0355	774380	030	7090	\$1,629.48
M & M SCREEN PRINTING	0355	774943	030	7090	\$370.85
M & M SCREEN PRINTING	0355	776079	030	7090	\$2,355.29
M & M SCREEN PRINTING	0495	774273A	030	0172	\$4,802.46
MAD ILLUSTRATORS	0260	775177	030	0172	\$1,624.69
MAD ILLUSTRATORS	0290	774951	030	7090	\$893.89
MAD ILLUSTRATORS	0290	774973	030	7090	\$1,576.49
MAD ILLUSTRATORS	0710	774461	030	0152	\$1,733.60
MAD ILLUSTRATORS	0755	761871	030	0176	\$1,400.00
MAGNETAR.US, INC.	0919	774636	060	8150	\$419.97
MAGNETAR.US, INC.	1145	774675	350	0917	\$1,700.39
MAMA MIA PIZZERIA	0120	775074	030	0111	\$592.67
MAMA MIA PIZZERIA	0120	775082	030	7091	\$384.64
MAMA MIA PIZZERIA	0225	774560	030	7090	\$1,106.00
MAMA MIA PIZZERIA	0330	775079	030	0110	\$750.00
MARGARET HUDSON EARTH ARTS STUDIO	0045	774742	030	7090	\$500.00
MARIAS TACOS	0070	775210	030	7090	\$1,300.00
MARIAS TACOS	0230	775847	030	0124	\$3,000.00

MARIAS TACOS	0790	774244	060	2600	\$500.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	775958	030	0173	\$650.00
MARISCOS COLIMA	0160	775184	030	7099	\$2,500.00
MARISCOS COLIMA	0320	774472	030	0110	\$1,000.00
MARISCOS COLIMA	0417	775073	030	0115	\$1,104.09
MARISCOS COLIMA	0465	776278	060	2600	\$600.00
MARISCOS COLIMA	0485	775202	030	7090	\$1,250.00
MARISCOS COLIMA	0730	774725	030	0657	\$2,400.00
MARJAREE MASON CENTER	0860	775014	030	0694	\$1,750.00
MATTERHACKERS, INC.	0710	775415	060	6387	\$6,283.23
MATTHEW BENDER & CO., INC.	0880	774377	690	0861	\$795.18
MAW N PAW BBQ	0330	775075	030	0110	\$210.00
MAW N PAW BBQ	0330	775075	030	0111	\$540.00
MAW N PAW BBQ	0460	774265	030	7090	\$1,279.00
MAW N PAW BBQ	0710	760866	030	0152	\$2,000.00
MAYSON ACE HARDWARE	0130	774446	030	0125	\$1,300.00
MC GRAW-HILL EDUCATION, INC.	0787	776069	030	0146	\$6,982.77
MCKESSON MEDICAL-SURGICAL	0710	774262	060	6387	\$849.50
MCMASTER-SUPPLY CO.	0710	774600	060	6387	\$1,348.94
MEAT MARKET, INC., THE	0188	775681	030	7091	\$245.00
MEDITERRANEAN GRILL	0015	775155	030	7091	\$200.00
MEDITERRANEAN GRILL	0123	775757	030	0147	\$600.00
MEDITERRANEAN GRILL	0170	775152	030	7091	\$1,600.00
MEDITERRANEAN GRILL	0235	775099	030	7090	\$1,500.00
MEDITERRANEAN GRILL	0567	762507	030	7090	\$200.00
MEDITERRANEAN GRILL	0601	775333	030	0500	\$3,200.00
MEDITERRANEAN GRILL	0755	775673	030	0176	\$878.72
MEDITERRANEAN GRILL	0889	765176	030	0708	\$500.00
MEGA-PRINTS, INC.	0060	775384	030	7090	\$1,135.07
MEGA-PRINTS, INC.	0075	774545	030	7090	\$970.82
MEGA-PRINTS, INC.	0075	774970	030	7090	\$574.26
MEGA-PRINTS, INC.	0100	775223	030	7090	\$2,400.76
MEGA-PRINTS, INC.	0100	775370	030	7090	\$3,511.54
MEGA-PRINTS, INC.	0160	775287	030	0110	\$1,901.54
ME-N-ED'S, INC.	0005	775113	030	0113	\$92.00
ME-N-ED'S, INC.	0005	775115	030	0113	\$92.00
ME-N-ED'S, INC.	0010	758055	030	7090	\$500.00
ME-N-ED'S, INC.	0010	775800	030	7091	\$500.00
ME-N-ED'S, INC.	0045	775830	030	7090	\$1,500.00
ME-N-ED'S, INC.	0075	775213	030	0643	\$700.00
ME-N-ED'S, INC.	0095	774513	030	7099	\$1,300.00
ME-N-ED'S, INC.	0100	758060	030	7090	\$1,000.00
ME-N-ED'S, INC.	0123	775860	030	0147	\$200.00
ME-N-ED'S, INC.	0160	775086	030	7090	\$500.00
ME-N-ED'S, INC.	0170	776303	060	2600	\$500.00
ME-N-ED'S, INC.	0235	774991	030	0643	\$200.00
ME-N-ED'S, INC.	0241	758532	030	7090	\$1,500.00

ME-N-ED'S, INC.	0270	775699	030	7090	\$500.00
ME-N-ED'S, INC.	0320	774254	080	8210	\$300.00
ME-N-ED'S, INC.	0326	775825	060	6546	\$300.00
ME-N-ED'S, INC.	0330	776270	060	2600	\$600.00
ME-N-ED'S, INC.	0395	774350	030	7090	\$2,600.00
ME-N-ED'S, INC.	0395	775837	030	7140	\$208.00
ME-N-ED'S, INC.	0440	771562	030	0643	\$300.00
ME-N-ED'S, INC.	0450	776307	060	2600	\$400.00
ME-N-ED'S, INC.	0460	775802	080	8210	\$300.00
ME-N-ED'S, INC.	0460	775857	080	8210	\$143.04
ME-N-ED'S, INC.	0530	775840	030	7091	\$500.00
ME-N-ED'S, INC.	0575	775839	030	0114	\$1,000.00
ME-N-ED'S, INC.	0700	775131	030	0144	\$1,216.34
ME-N-ED'S, INC.	0700	775832	030	0500	\$2,340.00
ME-N-ED'S, INC.	0710	762556	030	0152	\$1,000.00
ME-N-ED'S, INC.	0755	774640	030	0176	\$543.75
ME-N-ED'S, INC.	0785	775366	060	6500	\$100.00
ME-N-ED'S, INC.	0812	775071	030	0137	\$4,058.57
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	0919	774390	060	8150	\$4,758.00
METEOR EDUCATION, LLC	0785	775128	060	3305	\$1,475.00
MI CAFESITO, LLC	0250	774566	030	7090	\$350.00
MI CAFESITO, LLC	0410	775207	030	7090	\$525.00
MICHAEL'S STORES	0105	776268	030	0625	\$669.19
MICHAEL'S STORES	0210	776222	060	3010	\$703.05
MICHAEL'S STORES	0215	775698	030	0172	\$500.00
MICHAEL'S STORES	0220	774296	030	7099	\$600.00
MICHAEL'S STORES	0220	774298	030	7099	\$300.00
MICHAEL'S STORES	0220	774302	030	7099	\$400.00
MICHAEL'S STORES	0355	776047	030	0643	\$1,000.00
MICHAEL'S STORES	0370	776052	060	6010	\$607.61
MIKE OZ, LLC	0790	775137	060	2600	\$5,600.00
MIMEO.COM, INC.	0123	775371	030	7090	\$3,244.77
MING HO KITCHEN	0235	775106	030	7090	\$1,500.00
MINUTEMAN PRESS	0710	774651	060	6387	\$162.53
MIRACLE PLAYSYSTEMS, INC.	0919	775337	060	8150	\$371.41
MIRACLE PLAYSYSTEMS, INC.	0919	776231	060	8150	\$7,749.48
MOREN, JENNIFER	0925	775503	030	7230	\$500.00
MORPHY AWARDS AND SPORTSWEAR	0395	776368	030	0172	\$384.53
MUHAR ATWAL, MANJIT	0930	774241	030	0720	\$124.43
MUSSON THEATRICAL	0417	776080	030	0115	\$2,910.01
MUSSON THEATRICAL	0417	776080	030	7099	\$6,790.04
NAEYC/NATIONAL ASSOCIATION FOR THE	0765	774809	060	9064	\$532.58
NASCO EDUCATION, LLC	0145	776377	030	7090	\$212.57
NASCO EDUCATION, LLC	0445	774740	060	3010	\$413.46
NASCO EDUCATION, LLC	0700	774373	060	3213	\$3,075.45
NASCO EDUCATION, LLC	0710	774274	060	6387	\$607.22

NATIONAL FFA ORGANIZATION	0710	774471	060	6387	\$3,200.00
NATIONAL FFA ORGANIZATION	0710	774473	060	6387	\$3,200.00
NATIONAL FORENSIC LEAGUE	0145	774399	030	7090	\$120.00
NATIONAL FORENSIC LEAGUE	0725	774408	030	0170	\$1,635.00
NATIONAL FORENSIC LEAGUE	0725	775404	030	0170	\$325.00
NATIONAL HEALTHCAREER ASSOCIATION	0710	774321	060	6387	\$7,380.00
NEARPOD, INC.	0150	775558	030	7099	\$2,200.00
NEXT GEN MATH, LLC	0005	775573	030	7099	\$983.90
NEXT GEN MATH, LLC	0005	775573	060	3010	\$2,505.10
NEXT GEN MATH, LLC	0070	776095	030	7099	\$3,060.00
NO SURRENDER LASER TAG	0380	776014	080	8210	\$1,191.00
NOREDINK CORP.	0445	775564	060	3010	\$1,481.10
NORMAN S. WRIGHT - DUCKWORTH	1235	774843	140	6205	\$796.37
NORTH YOSEMITE LEAGUE	0185	774627	030	0172	\$1,000.00
NORTHSTAR PHOTOGRAPHY	0430	775284	080	8210	\$3,848.40
NOTORIOUS GRAFIX	0145	775891	030	7091	\$3,038.13
NOTORIOUS GRAFIX	0145	775899	030	7090	\$1,456.22
NOTORIOUS GRAFIX	0145	775961	030	7090	\$2,492.05
NOTORIOUS GRAFIX	0285	775256	030	0110	\$1,042.87
NOTORIOUS GRAFIX	0285	775256	080	8210	\$1,042.87
NOTORIOUS GRAFIX	0295	763726	080	8210	\$158.32
NOVA FARMING, LLC	0270	776366	030	7090	\$5,000.00
NSMOORE, INC. DBA GROCERY OUTLET	0155	776103	030	0111	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET	0255	774449	030	0643	\$600.00
NSMOORE, INC. DBA GROCERY OUTLET	0410	775785	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET	0410	775788	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET	0415	775787	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET	0460	774332	030	7090	\$100.00
NSMOORE, INC. DBA GROCERY OUTLET	0530	776101	030	7090	\$250.00
NSMOORE, INC. DBA GROCERY OUTLET	0530	776110	030	7091	\$250.00
NSMOORE, INC. DBA GROCERY OUTLET	0710	774453	030	0152	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET	0852	774504	030	0679	\$1,000.00
NSMOORE, INC. DBA GROCERY OUTLET	0852	774511	030	0679	\$1,000.00
OAKTREE PRODUCTS	0785	774598	060	6500	\$395.82
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049959	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049960	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049961	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049962	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049963	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049964	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049965	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049966	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049967	030	0113	\$698.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050013	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050014	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050015	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050016	030	0113	\$92.00

ODP BUSINESS SOLUTIONS, LLC	0005	OD000050017	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050018	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000050019	030	0113	\$92.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000048049	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000049990	030	0173	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000050034	030	0172	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0012	OD000048308	030	0134	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000049841	030	7099	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000049956	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000050023	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000050024	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049883	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049884	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049885	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049886	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049887	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049888	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049926	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000050020	030	0110	\$184.96
ODP BUSINESS SOLUTIONS, LLC	0020	OD000050021	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000050022	030	0110	\$218.17
ODP BUSINESS SOLUTIONS, LLC	0020	OD000050071	030	0643	\$3,418.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000048125	030	7099	\$5,827.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000048255	030	7090	\$6,500.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049979	060	6500	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049980	060	6500	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000050090	060	3010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049026	030	0181	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049968	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049969	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049970	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049971	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049972	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049973	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049974	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049975	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049977	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049978	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000050051	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000050052	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000050053	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000050054	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000050078	030	0110	\$667.52
ODP BUSINESS SOLUTIONS, LLC	0100	OD000048189	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD000048248	030	7140	\$2,597.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD000048513	030	0625	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD000049713	030	7091	\$2,000.00



ODP BUSINESS SOLUTIONS, LLC	0105	OD000050070	030	0172	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000048414	030	7090	\$5,300.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000049996	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000049997	060	6500	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0127	OD000049547	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000048185	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000048699	030	0625	\$1,350.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000050057	030	0643	\$5,051.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000050058	030	7091	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049877	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049879	030	7090	\$146.65
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049907	030	7090	\$220.68
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049910	030	7090	\$191.88
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049915	030	7090	\$166.16
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049916	030	7090	\$189.15
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049917	030	7090	\$79.26
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049918	030	7090	\$155.51
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049919	030	7090	\$201.76
ODP BUSINESS SOLUTIONS, LLC	0140	OD000050073	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049993	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000050033	030	0624	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000050087	030	7090	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000050088	030	7091	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000048260	030	7090	\$8,700.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000050035	030	0111	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000050067	030	0110	\$2,475.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000049880	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000050066	030	0171	\$523.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000048750	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000050042	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000050043	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000050044	030	0113	\$416.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000050045	030	0113	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000050046	060	6500	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000049909	030	0172	\$832.11
ODP BUSINESS SOLUTIONS, LLC	0185	OD000050091	030	7090	\$3,112.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000049210	030	0110	\$1,872.41
ODP BUSINESS SOLUTIONS, LLC	0200	OD000050075	030	7091	\$1,410.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000049902	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000049903	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000049998	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000049999	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050000	030	0110	\$180.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050001	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050002	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050003	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050004	030	0110	\$300.00

ODP BUSINESS SOLUTIONS, LLC	0208	OD000050005	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050006	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050007	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050008	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050009	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050010	030	0110	\$163.50
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050011	030	0110	\$163.50
ODP BUSINESS SOLUTIONS, LLC	0208	OD000050012	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0220	OD000049875	030	0171	\$383.34
ODP BUSINESS SOLUTIONS, LLC	0220	OD000049876	030	0172	\$1,386.68
ODP BUSINESS SOLUTIONS, LLC	0220	OD000049914	030	7091	\$2,589.35
ODP BUSINESS SOLUTIONS, LLC	0220	OD000049914	030	7099	\$863.11
ODP BUSINESS SOLUTIONS, LLC	0220	OD000049984	030	7090	\$2,410.79
ODP BUSINESS SOLUTIONS, LLC	0235	OD000048050	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000048181	030	0181	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000049843	030	0125	\$125.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000049878	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000050030	060	6500	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000050064	030	0171	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0237	OD000050068	030	0171	\$1,580.00
ODP BUSINESS SOLUTIONS, LLC	0255	OD000050029	030	7099	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000048870	030	0113	\$227.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000048871	030	0113	\$116.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049945	030	0110	\$529.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000050063	030	0643	\$1,139.00
ODP BUSINESS SOLUTIONS, LLC	0305	OD000048281	030	7090	\$9,000.00
ODP BUSINESS SOLUTIONS, LLC	0305	OD000049288	030	0171	\$97.00
ODP BUSINESS SOLUTIONS, LLC	0320	OD000049920	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0326	OD000050061	060	3327	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000050031	060	6500	\$716.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000050059	060	6385	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000050060	030	7090	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000048290	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000050038	030	0110	\$2,600.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000050076	030	7090	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000048311	030	7090	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049874	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049897	030	0113	\$550.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049898	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049899	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049900	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049946	030	0113	\$349.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049947	030	0113	\$349.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049948	030	0113	\$349.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049949	030	0113	\$349.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049931	030	0111	\$168.94
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049931	030	7090	\$163.88

ODP BUSINESS SOLUTIONS, LLC	0365	OD000050080	030	7090	\$504.01
ODP BUSINESS SOLUTIONS, LLC	0365	OD000050082	030	7090	\$505.66
ODP BUSINESS SOLUTIONS, LLC	0370	OD000048299	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000050092	030	7099	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0385	OD000049952	030	7099	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000049889	030	0125	\$172.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000050085	030	0171	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000050086	030	0171	\$1,985.00
ODP BUSINESS SOLUTIONS, LLC	0410	OD000050039	030	7090	\$4,195.52
ODP BUSINESS SOLUTIONS, LLC	0417	OD000048032	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000050037	030	0114	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000050079	030	7091	\$5,534.73
ODP BUSINESS SOLUTIONS, LLC	0420	OD000048763	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000048159	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000048218	030	7090	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000049904	030	0123	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000049905	030	0172	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000049924	030	0123	\$529.41
ODP BUSINESS SOLUTIONS, LLC	0422	OD000049906	030	0110	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000048029	030	0115	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000048345	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000049976	030	7091	\$735.76
ODP BUSINESS SOLUTIONS, LLC	0423	OD000050040	030	7090	\$9,702.74
ODP BUSINESS SOLUTIONS, LLC	0430	OD000050036	030	0110	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0445	OD000048972	030	0625	\$4,060.00
ODP BUSINESS SOLUTIONS, LLC	0445	OD000050089	030	7091	\$1,575.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000049992	030	0643	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049772	030	0171	\$247.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049891	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049892	030	7090	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049893	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049894	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049895	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000050055	080	8210	\$258.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000050056	080	8210	\$127.00
ODP BUSINESS SOLUTIONS, LLC	0465	OD000050025	060	3010	\$1,423.00
ODP BUSINESS SOLUTIONS, LLC	0465	OD000050026	030	7091	\$1,595.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000050047	060	6500	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000050048	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD000050050	030	7091	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000049939	030	7091	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000049940	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000049941	030	0171	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000049942	030	0173	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000050084	030	7090	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000049912	060	3010	\$991.28
ODP BUSINESS SOLUTIONS, LLC	0490	OD000050065	030	0111	\$1,000.00

ODP BUSINESS SOLUTIONS, LLC	0500	OD000049079	030	0643	\$743.00
ODP BUSINESS SOLUTIONS, LLC	0510	OD000048434A	030	7091	\$6,138.00
ODP BUSINESS SOLUTIONS, LLC	0530	OD000048892	030	7099	\$875.00
ODP BUSINESS SOLUTIONS, LLC	0530	OD000049546	030	7090	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD000050027	030	0110	\$580.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD000050028	080	8210	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049268	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049269	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049270	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000049271	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000048707	030	7090	\$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000049389	060	9017	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000050069	030	0171	\$450.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000048073	030	0110	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000049953	030	7140	\$139.16
ODP BUSINESS SOLUTIONS, LLC	0565	OD000050093	060	3010	\$3,592.89
ODP BUSINESS SOLUTIONS, LLC	0575	OD000049991	030	0643	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0575	OD000050074	030	7099	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0601	OD000048240	060	3010	\$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000050062	060	3213	\$3,500.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049927	060	3213	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049928	060	3213	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049929	060	3213	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049930	060	3213	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049937	060	3213	\$9,500.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049938	060	3213	\$9,500.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000050032	060	3213	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0703	OD000049950	030	0720	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0710	OD000048020	030	0152	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0710	OD000048475	030	0152	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0715	OD000050094	030	0192	\$227.33
ODP BUSINESS SOLUTIONS, LLC	0727	OD000049951	060	3213	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000049987	030	0168	\$145.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000049988	030	0168	\$260.00
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049446	060	3213	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049925	030	0176	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0765	OD000049954	060	3213	\$4,234.23
ODP BUSINESS SOLUTIONS, LLC	0770	OD000049913	060	9017	\$696.39
ODP BUSINESS SOLUTIONS, LLC	0785	OD000049882	060	6500	\$216.20
ODP BUSINESS SOLUTIONS, LLC	0785	OD000049908	060	3308	\$230.05
ODP BUSINESS SOLUTIONS, LLC	0785	OD000049923	060	6500	\$86.67
ODP BUSINESS SOLUTIONS, LLC	0785	OD000049936	060	6500	\$78.90
ODP BUSINESS SOLUTIONS, LLC	0785	OD000050041	060	3305	\$372.27
ODP BUSINESS SOLUTIONS, LLC	0785	OD000050072	060	6520	\$3,500.00
ODP BUSINESS SOLUTIONS, LLC	0785	OD000050077	060	6547	\$82.30
ODP BUSINESS SOLUTIONS, LLC	0787	OD000048746	060	6500	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0812	OD000048137	030	0137	\$1,100.00

ODP BUSINESS SOLUTIONS, LLC	0852	OD000048033	030	0315	\$6,000.00
ODP BUSINESS SOLUTIONS, LLC	0852	OD000049694	030	0602	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0864	OD000049911	030	0695	\$274.32
ODP BUSINESS SOLUTIONS, LLC	0880	OD000049890	680	0851	\$494.06
ODP BUSINESS SOLUTIONS, LLC	0880	OD000049896	690	0861	\$372.71
ODP BUSINESS SOLUTIONS, LLC	0880	OD000049994	670	0841	\$392.95
ODP BUSINESS SOLUTIONS, LLC	1005	OD000049957	060	3010	\$340.00
ODP BUSINESS SOLUTIONS, LLC	1060	OD000049935	030	7394	\$169.12
ODP BUSINESS SOLUTIONS, LLC	1075	OD000049943	030	0192	\$250.00
ODP BUSINESS SOLUTIONS, LLC	1400	OD000048437	030	7394	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	1450	OD000049958	060	3010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	1565	OD000049995	030	0192	\$169.18
ODP BUSINESS SOLUTIONS, LLC	1758	OD000049881	060	3010	\$800.00
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049901	030	0716	\$7,835.27
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049932	130	5310	\$194.05
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049933	130	5310	\$985.88
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049944	130	5310	\$1,931.06
ODP BUSINESS SOLUTIONS, LLC	9103	OD000050049	060	3213	\$907.97
OLD MISSION SAN JUAN BAUTISTA	0725	774703	030	0173	\$225.00
OLD MISSION SAN JUAN BAUTISTA	0725	775957	030	0173	\$450.00
OLDE TYME KETTLE KORN	0796	775851	030	0667	\$1,000.00
OPPLIGER, ELIN	0785	770598	060	9017	\$110.00
ORANGE CO. DEPT. OF EDUC.	0810	775263	060	7085	\$3,594.00
ORCHID INTERPRETING, INC.	0810	774711	030	0640	\$1,700.00
ORIGAMI RISK, LLC	0880	766999	690	0861	\$2,000.00
P & R PAPER SUPPLY CO.	1910	774928	610	5310	\$3,234.25
P & R PAPER SUPPLY CO.	1910	774931	610	5310	\$4,480.27
P1 JUICE, LLC DBA JAMBA	0045	776280	030	7090	\$5,000.00
P1 JUICE, LLC DBA JAMBA	0130	775769	030	0172	\$1,500.00
PACE SUPPLY CORP.	0919	776006	060	8150	\$2,527.17
PACE SUPPLY CORP.	0919	776026	060	8150	\$4,976.59
PACIFICA PIZZA/OLIVE	0185	775861	030	7090	\$5,000.00
PALOMINOS CATERING	0208	775088	030	7090	\$2,310.00
PANERA BREAD COMPANY	0241	771423	030	7090	\$1,000.00
PANERA BREAD COMPANY	0320	775671	030	0110	\$500.00
PANERA BREAD COMPANY	0655	764407	030	0675	\$400.00
PARC	0924	774439	060	8150	\$1,250.00
PARDINI'S CATERING	0726	775782	030	0606	\$4,000.00
PARDINI'S CATERING	0755	762649	030	0176	\$4,000.00
PARTY WORKS, INC./CLOVIS	0035	775988	030	7090	\$350.00
PARTY WORKS, INC./CLOVIS	0355	774763	030	0113	\$500.00
PARTY WORKS, INC./CLOVIS	0465	775983	030	0110	\$500.00
PARTY WORKS/BLACKSTONE	0210	776152	030	0172	\$1,090.00
PARTY WORKS/BLACKSTONE	0395	776150	030	0171	\$4,500.00
PARTY WORKS/BLACKSTONE	0435	775986	030	7091	\$1,000.00
PARTY WORKS/BLACKSTONE	0455	762635	030	0171	\$300.00
PARTY WORKS/BLACKSTONE	0550	775987	030	7090	\$750.00

PARTY WORKS/BLACKSTONE	0550	775989	030	7090	\$750.00
PARTY WORKS/BLACKSTONE	0550	775990	030	7090	\$250.00
PARTY WORKS/W. SHAW	0145	775821	030	7090	\$500.00
PARTY WORKS/W. SHAW	0230	761678	030	0172	\$250.00
PARTY WORKS/W. SHAW	0241	775985	030	7090	\$250.00
PARTY WORKS/W. SHAW	0530	770304	030	7090	\$95.00
PARTY WORKS/W. SHAW	0727	774795	030	0167	\$600.00
PARTY WORKS/W. SHAW	0812	775984	030	0137	\$500.00
PASCO SCIENTIFIC	0145	774229	060	3010	\$2,025.07
PE UNIFORMS R US	0123	775316	030	0172	\$650.10
PEPA'S MEXICAN RESTAURANT	0140	776271	060	2600	\$1,000.00
PEPA'S MEXICAN RESTAURANT	0220	775135	030	0682	\$5,000.00
PEPA'S MEXICAN RESTAURANT	0495	774496	030	7090	\$162.19
PERFORMANCE HEALTH HOLDINGS, INC.	0145	774526	030	7099	\$375.16
PERFORMANCE HEALTH HOLDINGS, INC.	0395	775331	060	722D	\$1,176.76
PETUNIA'S PLACE	0205	776043	060	9032	\$1,500.00
PETUNIA'S PLACE	0235	774757	030	7090	\$3,000.00
PETUNIA'S PLACE	0235	776243	030	7099	\$5,000.00
PHI DELTA KAPPA INTERNATIONAL, INC.	0701	774488	060	3213	\$4,352.00
PI SHOP	1561	773294A	350	0917	\$2,000.00
PIEMONTE'S ITALIAN DELI	0235	775085	030	7090	\$1,500.00
PIONEER VALLEY BOOKS	0241	776289	030	7099	\$2,698.00
PITSCO, INC.	0710	774596	060	6387	\$3,219.80
PLASTIC CONNECTIONS, INC.	1910	771446	130	5310	\$4,669.02
PORTA PHONE COMPANY	0185	775233	030	0172	\$6,545.46
POSITIVE PROMOTIONS, INC.	0015	774523	030	7099	\$1,238.54
POSITIVE PROMOTIONS, INC.	0215	775734	030	0172	\$3,990.77
POSITIVE PROMOTIONS, INC.	0380	774237	030	7090	\$2,180.44
POSITIVE PROMOTIONS, INC.	0710	774312	030	0152	\$4,284.81
POSITIVE PROMOTIONS, INC.	0730	774595	030	0657	\$1,073.73
POSITIVE PROOF, INC.	0140	774533	030	7090	\$70.74
POSITIVITY PROJECT ACQUISITION CO., LLC	0095	775475	030	0643	\$969.73
POSITIVITY PROJECT ACQUISITION CO., LLC	0445	774257	060	3182	\$3,795.00
PRE SORT CENTER OF STOCKTON, INC.	0755	775655	030	0176	\$355.00
PRINT THEORY	0123	775707	030	0171	\$432.00
PRINT THEORY	0123	775707	030	0173	\$368.00
PRINT THEORY	0230	774768	030	0124	\$3,300.00
PRINT THEORY	0235	775706	030	0171	\$1,000.00
PRINT THEORY	0235	775754	030	0173	\$2,000.00
PRINT THEORY	0335	775311	030	0171	\$5,000.00
PRINT THEORY	0335	775755	030	0173	\$4,787.00
PRINT THEORY	0460	774551	030	7090	\$1,810.45
PRO SOCCER, INC.	0055	774393	030	0172	\$750.00
PROFESSIONAL UTILITY LOCATING	1145	776286	350	0913	\$5,000.00
PROJECT LEAD THE WAY, INC.	0710	774315	060	6387	\$5,114.93
PRO-SCREEN, INC. SIGNS & GRAPHICS	0005	774578	030	7099	\$4,954.80
PRO-SCREEN, INC. SIGNS & GRAPHICS	0210	775462	030	7099	\$4,334.00

PRO-SCREEN, INC. SIGNS & GRAPHICS	0210	775463	030	7099	\$3,873.39
PRO-SCREEN, INC. SIGNS & GRAPHICS	0210	775863	030	7099	\$5,414.80
PRO-SCREEN, INC. SIGNS & GRAPHICS	0220	774594	030	0172	\$272.95
PRO-SCREEN, INC. SIGNS & GRAPHICS	0235	775363	030	7090	\$5,542.39
PRO-SCREEN, INC. SIGNS & GRAPHICS	0235	775363	030	7099	\$3,694.93
PRO-SCREEN, INC. SIGNS & GRAPHICS	0270	774593	030	7090	\$4,800.15
PRO-SCREEN, INC. SIGNS & GRAPHICS	0460	774438	030	7090	\$1,842.52
PRO-SCREEN, INC. SIGNS & GRAPHICS	0460	774438	030	7099	\$4,299.20
PRO-SCREEN, INC. SIGNS & GRAPHICS	0460	775749	030	0110	\$295.11
PRO-SCREEN, INC. SIGNS & GRAPHICS	0460	775749	030	0172	\$1,812.86
PRO-SCREEN, INC. SIGNS & GRAPHICS	0510	775307	030	7090	\$935.45
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774559	030	0152	\$1,367.69
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774573	030	0152	\$5,974.32
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	774592	030	0152	\$2,566.97
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	775948	030	0152	\$2,903.42
PRO-SCREEN, INC. SIGNS & GRAPHICS	0785	775329	060	3305	\$6,171.82
R/G AWARD SYSTEMS	0145	775807	030	7090	\$500.00
R/G AWARD SYSTEMS	0235	775705	030	0171	\$245.00
R/G AWARD SYSTEMS	0335	766585	030	0172	\$3,667.54
R/G AWARD SYSTEMS	0440	775432	030	0115	\$1,000.00
R/G AWARD SYSTEMS	0700	775226	060	3213	\$108.35
RAINDANCE PRESS, INC.	0070	776315	030	7099	\$300.22
REAL TEAM SPORTS, INC.	0055	774412	030	0172	\$700.00
REAL TEAM SPORTS, INC.	0055	776019	030	0172	\$475.00
REALLY GOOD STUFF, INC.	0220	774383	030	0172	\$241.63
REALLY GOOD STUFF, INC.	0220	775114	030	7090	\$983.62
REALLY GOOD STUFF, INC.	0220	775114	030	7091	\$116.50
REALLY GOOD STUFF, INC.	0220	775114	060	6500	\$194.17
REFRIGERATION SUPP. DIST.	1910	760666	130	5310	\$3,000.00
REFRIGERATION SUPP. DIST.	1910	775566	130	5310	\$6,381.83
REFRIGERATION SUPPLIES DISTRIBUTOR	0919	775375	060	8150	\$1,536.35
REFRIGERATION SUPPLIES DISTRIBUTOR	0919	775960	060	8150	\$7,333.42
REFRIGERATION SUPPLIES DISTRIBUTOR	0919	775976	060	8150	\$1,406.75
REPTILE RON ANIMAL PRESENTATIONS	0075	775949	030	0643	\$300.00
REPTILE RON ANIMAL PRESENTATIONS	0135	775340	030	7099	\$750.00
REPTILE RON ANIMAL PRESENTATIONS	0140	776285	060	2600	\$600.00
REPTILE RON ANIMAL PRESENTATIONS	0155	775308	030	0113	\$500.00
REPTILE RON ANIMAL PRESENTATIONS	0330	775872	060	2600	\$900.00
REPTILE RON ANIMAL PRESENTATIONS	0440	774527	030	7090	\$350.00
REPTILE RON ANIMAL PRESENTATIONS	0460	776310	060	2600	\$900.00
REPTILE RON ANIMAL PRESENTATIONS	0465	776182	060	2600	\$600.00
REPTILE RON ANIMAL PRESENTATIONS	0701	773417	060	3213	\$2,700.00
RICHARD SANTANA	0812	775692	030	0137	\$3,500.00
RICOH USA, INC.	0012	RL00008296	030	0134	\$1,766.97
RICOH USA, INC.	0070	RL00008020	030	7090	\$550.00
RICOH USA, INC.	0475	RL00008231	030	7090	\$973.10
RMA GEOSCIENCE, INC.	1145	765715	350	0913	\$8,000.00

ROCHESTER 100, INC.	0140	774277	030	7090	\$824.82
ROCHESTER 100, INC.	0208	776151	030	7090	\$151.69
ROCHESTER 100, INC.	0225	774531	030	7099	\$2,275.35
ROCHESTER 100, INC.	0290	774778	030	7090	\$392.77
ROCHESTER 100, INC.	0465	774542	030	7090	\$1,137.67
ROCHESTER 100, INC.	0535	775111	030	7090	\$1,372.86
ROSENCRANS, PAUL	0925	776061	030	7230	\$84.17
RUSH ADVERTISING	0045	775723	030	0172	\$8,816.00
RUSH ADVERTISING	0045	775772	030	0682	\$5,000.00
RUSH ADVERTISING	0208	775365	030	7090	\$1,332.70
RUSH ADVERTISING	0241	775309	030	0118	\$6,600.00
RUSH ADVERTISING	0380	775870	030	7090	\$5,400.00
RUSH ADVERTISING	0435	775349	080	8210	\$1,865.00
RUSH ADVERTISING	0550	775397	030	7090	\$2,319.36
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0145	774370	030	7090	\$581.84
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0145	776274	030	7090	\$5,000.00
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0700	774518	030	0144	\$1,462.66
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES	0710	774522	060	6387	\$6,338.61
S & S WORLDWIDE	0755	774309	030	0176	\$1,387.04
S & S WORLDWIDE	0765	774783	060	3213	\$4,854.70
S & S WORLDWIDE	0790	775267	060	2600	\$1,784.50
S & S WORLDWIDE	1565	775697	030	0192	\$97.77
SAFE & CIVIL SCHOOLS	0265	775020	030	7099	\$8,750.00
SAFE & CIVIL SCHOOLS	0417	775021	030	7091	\$7,500.00
SAN FRANCISCO FLORAL	0130	775497	030	0172	\$2,709.03
SAN FRANCISCO FLORAL	0460	775494	030	0111	\$150.00
SAN FRANCISCO FLORAL	0725	775495	030	0675	\$9,000.00
SAN JOAQUIN CHEMICAL CO.	1910	775010	130	5310	\$2,400.00
SAN JOAQUIN RIVER PARKWAY	0725	776067	030	0173	\$660.00
SANGER HIGH SCHOOL	0055	774404	030	0172	\$275.00
SANGER HIGH SCHOOL	0235	775724	030	0172	\$275.00
SANGER HIGH SCHOOL	0421	774628	030	0172	\$550.00
SATTERLEE ELECTRICAL SERVICES	0919	774382	060	8150	\$400.00
SAVE AROUND	0355	774756	080	8210	\$275.00
SAVVAS LEARNING COMPANY, LLC	0700	775142	060	3213	\$3,380.27
SAVVAS LEARNING COMPANY, LLC	0701	776154	060	5827	\$2,715.86
SAVVAS LEARNING COMPANY, LLC	0701	776191	060	3213	\$4,316.02
SCHOLASTIC BOOK FAIRS, INC.	0020	775913	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0070	770141	030	7099	\$6,802.25
SCHOLASTIC BOOK FAIRS, INC.	0155	764493	030	0624	\$5,880.02
SCHOLASTIC BOOK FAIRS, INC.	0210	773239	080	8210	\$4,486.54
SCHOLASTIC BOOK FAIRS, INC.	0315	766798	080	8210	\$2,481.79
SCHOLASTIC BOOK FAIRS, INC.	0380	775905	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0430	775603	080	8210	\$8,048.20



SCHOLASTIC BOOK FAIRS, INC.	0567	775605	080	8210	\$4,589.54
SCHOLASTIC, INC.	0791	774791	060	2600	\$771.03
SCHOLASTIC, INC.	0791	774796	060	2600	\$7,099.96
SCHOLASTIC, INC.	0791	774798	060	2600	\$9,380.93
SCHOLASTIC, INC.	0791	774800	060	2600	\$4,594.07
SCHOLASTIC, INC.	0791	774802	060	2600	\$9,798.55
SCHOLASTIC, INC.	0791	774808	060	2600	\$8,449.24
SCHOLASTIC, INC.	0791	774816	060	2600	\$8,417.12
SCHOLASTIC, INC.	0791	774817	060	2600	\$7,613.96
SCHOLASTIC, INC.	0791	774820	060	2600	\$6,875.07
SCHOLASTIC, INC.	0791	774829	060	2600	\$9,156.03
SCHOLASTIC, INC.	0791	774830	060	2600	\$7,067.83
SCHOLASTIC, INC.	0791	774831	060	2600	\$7,035.69
SCHOLASTIC, INC.	0791	774833	060	2600	\$6,361.05
SCHOLASTIC, INC.	0791	774845	060	2600	\$7,517.59
SCHOLASTIC, INC.	0791	774847	060	2600	\$7,935.23
SCHOLASTIC, INC.	0791	774852	060	2600	\$7,678.21
SCHOLASTIC, INC.	0791	774853	060	2600	\$7,067.79
SCHOLASTIC, INC.	0791	774856	060	2600	\$7,228.45
SCHOLASTIC, INC.	0791	774859	060	2600	\$7,838.84
SCHOLASTIC, INC.	0791	774861	060	2600	\$6,618.05
SCHOLASTIC, INC.	0791	774862	060	2600	\$8,899.01
SCHOLASTIC, INC.	0791	774865	060	2600	\$8,834.77
SCHOLASTIC, INC.	0791	774868	060	2600	\$9,798.57
SCHOLASTIC, INC.	0791	774874	060	2600	\$8,095.85
SCHOLASTIC, INC.	0791	774877	060	2600	\$5,204.48
SCHOLASTIC, INC.	0791	774880	060	2600	\$6,842.94
SCHOLASTIC, INC.	0791	774886	060	2600	\$9,380.90
SCHOLASTIC, INC.	0791	774890	060	2600	\$9,734.29
SCHOLASTIC, INC.	0791	774892	060	2600	\$7,228.45
SCHOLASTIC, INC.	0791	774894	060	2600	\$7,164.20
SCHOLASTIC, INC.	0791	774895	060	2600	\$9,541.55
SCHOLASTIC, INC.	0791	774896	060	2600	\$9,830.68
SCHOLASTIC, INC.	0791	774898	060	2600	\$578.30
SCHOLASTIC, INC.	0791	774902	060	2600	\$6,585.91
SCHOLASTIC, INC.	0791	774929	060	2600	\$7,389.10
SCHOLASTIC, INC.	0791	774938	060	2600	\$5,075.99
SCHOLASTIC, INC.	0791	774941	060	2600	\$8,706.26
SCHOLASTIC, INC.	0791	774944	060	2600	\$9,091.78
SCHOLASTIC, INC.	0791	774952	060	2600	\$7,870.99
SCHOLASTIC, INC.	0791	774954	060	2600	\$6,746.55
SCHOLASTIC, INC.	0791	774956	060	2600	\$4,337.08
SCHOLASTIC, INC.	0791	774958	060	2600	\$9,220.28
SCHOLASTIC, INC.	0791	774962	060	2600	\$7,581.83
SCHOLASTIC, INC.	0791	774963	060	2600	\$6,714.44
SCHOLASTIC, INC.	0791	774971	060	2600	\$8,899.01
SCHOLASTIC, INC.	0796	775410	030	0667	\$4,264.56

SCHOLASTIC, INC.	0796	775579	030	0667	\$800.42
SCHOLASTIC MAGAZINE	0020	775817	060	3010	\$2,813.48
SCHOOL FACILITY CONSULTANTS	0905	762741G	350	0913	\$2,395.00
SCHOOL FACILITY CONSULTANTS	0905	762741G	400	0915	\$1,892.50
SCHOOL HEALTH CORPORATION	0150	775688	030	0110	\$306.35
SCHOOL HEALTH CORPORATION	0237	775763	030	0656	\$224.51
SCHOOL HEALTH CORPORATION	0552	775468	060	9017	\$71.37
SCHOOL HEALTH CORPORATION	0710	774271	060	6387	\$5,016.33
SCHOOL HEALTH CORPORATION	0710	774538	060	6387	\$2,783.24
SCHOOL HEALTH CORPORATION	0730	775297	030	0656	\$3,109.11
SCHOOL HEALTH CORPORATION	1891	774226	030	0716	\$6,060.02
SCHOOL MATE	0030	774479	060	3010	\$2,943.90
SCHOOL MATE	0060	774539	030	7090	\$2,547.22
SCHOOL MATE	0060	774540	030	7090	\$1,664.26
SCHOOL MATE	0285	774264	060	3010	\$1,426.80
SCHOOL MATE	0325	774966	030	7090	\$1,260.00
SCHOOL MATE	0500	771028A	030	7099	\$568.13
SCHOOL NURSE SUPPLY, INC.	0553	776186	060	9017	\$415.82
SCHOOL SPECIALTY	0785	774239	060	6500	\$197.66
SCHOOL SPECIALTY	0785	774240	060	6500	\$196.64
SCHOOL SPECIALTY	0785	774246	060	6500	\$48.58
SCHOOL SPECIALTY, LLC	0060	774771	030	0171	\$826.67
SCHOOL SPECIALTY, LLC	0060	775180	030	7090	\$400.00
SCHOOL SPECIALTY, LLC	0060	776030	060	9083	\$1,676.00
SCHOOL SPECIALTY, LLC	0060	776036	030	7090	\$400.00
SCHOOL SPECIALTY, LLC	0060	776188	030	7090	\$400.00
SCHOOL SPECIALTY, LLC	0090	774235	030	7091	\$3,942.87
SCHOOL SPECIALTY, LLC	0090	774805	060	3010	\$3,942.87
SCHOOL SPECIALTY, LLC	0120	776037	060	9083	\$1,676.00
SCHOOL SPECIALTY, LLC	0135	775630	030	7090	\$2,000.00
SCHOOL SPECIALTY, LLC	0155	776212	060	3010	\$2,250.00
SCHOOL SPECIALTY, LLC	0165	775915	030	7090	\$1,954.03
SCHOOL SPECIALTY, LLC	0165	776032	060	9083	\$1,676.00
SCHOOL SPECIALTY, LLC	0175	776035	030	0113	\$1,000.00
SCHOOL SPECIALTY, LLC	0208	774445	030	7090	\$2,000.00
SCHOOL SPECIALTY, LLC	0210	774746	060	6500	\$400.00
SCHOOL SPECIALTY, LLC	0220	774360	060	6500	\$1,206.96
SCHOOL SPECIALTY, LLC	0270	776359	060	3010	\$9,244.00
SCHOOL SPECIALTY, LLC	0310	776062	030	0192	\$375.68
SCHOOL SPECIALTY, LLC	0335	776078	060	722C	\$1,446.07
SCHOOL SPECIALTY, LLC	0470	775552	030	7091	\$3,796.65
SCHOOL SPECIALTY, LLC	0510	773824	030	7099	\$973.56
SCHOOL SPECIALTY, LLC	0553	776281	030	7090	\$384.09
SCHOOL SPECIALTY, LLC	0565	776068	030	7090	\$570.41
SCHOOL SPECIALTY, LLC	0765	775273	120	5059	\$5,355.25
SCHOOL SPECIALTY, LLC	0910	776034	060	9083	\$4,837.00
SCHOOL SPECIALTY, LLC	1435	774767	030	0192	\$464.56

SCHOOL SPECIALTY, LLC	1490	775620	030	0192	\$480.59
SCHOOL SPORT	0919	774367	060	8150	\$3,250.00
SCHWAN'S FOOD SERVICE	1910	774721	130	5310	\$4,626.00
SCOUT ISLAND/FCOE	0725	775367	030	0173	\$1,000.00
SCOUT ISLAND/FCOE	0725	775514	030	0173	\$2,175.00
SCOUT ISLAND/FCOE	0725	776073	030	0173	\$750.00
SDI INNOVATIONS, INC. DBA SCHOOL DATEBOOKS	0385	774554	030	7090	\$874.28
SDI INNOVATIONS, INC. DBA SCHOOL DATEBOOKS	0385	774554	030	7099	\$874.30
SHERWIN-WILLIAMS CO.	0919	776252	060	8150	\$3,200.07
SIERRA DATA MGMT. & STORAGE	0875	760023	030	0700	\$190.00
SIERRA DATA MGMT. & STORAGE	0880	759221	690	0861	\$3,000.00
SIERRA NFL	0145	775247	030	7090	\$129.00
SIERRA PACIFIC H.S.	0145	775244	030	0172	\$400.00
SIGNATURE FUNDRAISING, INC.	0550	775211	080	8210	\$1,000.00
SIGNMAX	0020	776373	030	7099	\$1,125.59
SITEONE LANDSCAPE SUPPLY	0055	774905	030	0172	\$2,200.00
SIX FLAGS MAGIC MOUNTAIN	0710	774863	030	0152	\$1,947.53
SNOWIE SHAVED ICE OF FRESNO	0440	775682	030	7090	\$800.00
SOUND CONTRACTING, INC.	0145	775229	030	7090	\$2,760.00
SOUTHWEST SCHOOL SUPPLY	1891	774568	030	0716	\$4,043.30
SPINITAR	0045	775252	030	7090	\$7,886.71
SPINITAR	0120	776016	030	7099	\$1,595.18
SPINITAR	0200	774642	030	0172	\$1,132.58
SPINITAR	0200	775793	030	7090	\$1,132.58
SPINITAR	0315	774357	030	7090	\$9,366.86
SPINITAR	0330	774372	030	0172	\$1,122.58
SPINITAR	0395	776371	030	0171	\$1,455.18
SPINITAR	0420	774255	030	7090	\$2,935.35
SPINITAR	0421	775523	030	7090	\$1,801.75
SPINITAR	0460	774345	030	7090	\$9,341.86
SPINITAR	0470	775886	030	7099	\$9,891.86
SPINITAR	0552	775750	060	3010	\$750.03
SPINITAR	0565	774789	030	7099	\$1,500.00
SPINITAR	0580	776048	030	7091	\$2,202.67
SPINITAR	0758	775796	030	0117	\$674.97
SPINITAR	0852	776117	030	0679	\$8,871.86
SPORTS IMPORTS, INC.	0421	775408	030	0172	\$1,062.91
SPROUT SOCIAL, INC.	0850	775955	030	0681	\$4,548.60
ST. PAUL ARMENIAN CHURCH	0241	775715	030	7099	\$3,700.00
ST. PAUL ARMENIAN CHURCH	0710	775982	030	0152	\$660.00
STAR AUTISM SUPPORT, INC.	0785	776264	060	6547	\$5,865.09
STARFALL PUBLICATIONS	0200	775978	060	6500	\$70.00
STATE ARCHITECT, DIVISION OF	1185	775416	350	0917	\$500.00
STATE ARCHITECT, DIVISION OF	1305	775238	350	0913	\$8,547.52
STATE ARCHITECT, DIVISION OF	1395	775414	350	0917	\$500.00

STORYLAND AND PLAYLAND, INC.	0567	774681	080	8210	\$181.50
STRATEGIC MECHANICAL, INC.	0919	774376	060	8150	\$2,055.00
SUBWAY #1908/FRESNO ST.	0326	775676	060	6546	\$300.00
SUBWAY#25619/SHAW-PALM	0130	775773	030	0172	\$468.00
SUNNYSIDE COUNTRY CLUB	0130	775016	030	7090	\$8,372.72
SUNNYSIDE DONUTS	0015	775158	030	7091	\$150.00
SUNNYSIDE DONUTS	0150	775077	030	0110	\$300.00
SUNNYSIDE DONUTS	0155	775729	030	7090	\$2,000.00
SUNNYSIDE DONUTS	0335	775217	030	0643	\$300.00
SUNNYSIDE DONUTS	0355	774994	030	7090	\$214.50
SUNNYSIDE DONUTS	0460	775147	080	8210	\$75.00
SUNNYSIDE DONUTS	0465	774965	030	0110	\$2,000.00
SUNNYSIDE DONUTS	0530	774468	080	8210	\$115.00
SUNNYSIDE DONUTS	0530	774906	030	7090	\$500.00
SUNNYSIDE DONUTS	0550	775160	030	7090	\$300.00
SUNNYSIDE TROPHY, INC.	0010	775314	030	0172	\$500.00
SUNNYSIDE TROPHY, INC.	0070	765453	030	7090	\$2,000.00
SUNNYSIDE TROPHY, INC.	0100	775385	030	7090	\$300.00
SUNNYSIDE TROPHY, INC.	0230	774454	030	0124	\$2,000.00
SUNNYSIDE TROPHY, INC.	0270	775919	030	7090	\$500.00
SUNNYSIDE TROPHY, INC.	0335	774450	030	0125	\$450.00
SUNNYSIDE TROPHY, INC.	0415	775453	030	7090	\$1,598.16
SUNNYSIDE TROPHY, INC.	0510	776344	030	7090	\$693.44
SUNNYSIDE TROPHY, INC.	0575	775276	030	7090	\$2,000.00
SUNNYSIDE TROPHY, INC.	0580	775482	030	0172	\$3,895.18
SUNNYSIDE TROPHY, INC.	0601	775317	030	0500	\$1,300.00
SUNNYSIDE TROPHY, INC.	0885	775473	030	0143	\$126.77
SUNNYSIDE TROPHY, INC.	1400	773477	030	7394	\$500.00
SUPER DUPER PUBLICATIONS	0785	774424	060	6500	\$212.19
SUPER DUPER PUBLICATIONS	0785	774426	060	6500	\$194.79
SUPERIOR TEXT, LLC	0701	776156	060	5827	\$7,946.80
SWEETIES	0440	775649	030	7090	\$1,000.00
SYSCO OF CENTRAL CALIFORNIA	1910	774723	130	5310	\$6,490.17
SYSCO OF CENTRAL CALIFORNIA	1910	775266	130	5310	\$1,750.94
SYSCO OF CENTRAL CALIFORNIA	1910	775269	130	5310	\$1,486.56
TACOS MARQUITOS, INC.	0035	758540	030	7090	\$400.00
TACOS MARQUITOS, INC.	0335	775132	030	0171	\$2,000.00
TACOS MARQUITOS, INC.	0710	765427	030	0152	\$1,000.00
TANGRAM	0710	776284	030	0152	\$1,260.49
TEACHER CREATED MATERIALS PUB.	1758	774247	060	3010	\$5,187.29
TEACHING STRATEGIES, LLC	0765	775637	030	0192	\$4,037.56
TEACHING STRATEGIES, LLC	0785	775811	060	3308	\$3,774.86
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1385	701025A	350	0917	\$4,000.00
TENNIS WAREHOUSE	0055	775046	030	0172	\$704.54
TENNIS WAREHOUSE	0235	775764	030	0172	\$716.74
TEN-WEST TOWING, INC.	0925	775178	030	7230	\$3,000.00
TEOCALLI CULTURAL ACADEMY	0055	774784	030	0181	\$3,336.82

TEOCALLI CULTURAL ACADEMY	0575	775123	030	7090	\$3,400.50
TETER ARCHITECTS, LLP	1055	774664	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1127	774670	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1130	774666	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1145	774662	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1185	774667	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1235	774668	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1335	774672	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1395	774665	350	0917	\$7,000.00
TETER ARCHITECTS, LLP	1421	774661	350	0917	\$7,000.00
TEXTBOOK WAREHOUSE, LLC	0810	774249	030	0649	\$331.45
THE ASPEN INSTITUTE	0850	775050	030	0681	\$5,000.00
THE BASIX	0055	775532	030	0172	\$715.45
THE GENOCIDE EDUCATION PROJECT	0700	775383	060	4035	\$1,200.00
THE LAB GEAR	0208	775320	030	7090	\$4,577.79
THE LITTLE SIGN CO.	0435	774388	030	7099	\$785.53
THE MASTER TEACHER	0430	776144	030	7090	\$1,266.43
THE MOWERS EDGE	0145	774579	030	0125	\$349.96
THE MOWERS EDGE	1891	774993	030	0716	\$1,069.41
THE MOWERS EDGE	1920	774913	030	0734	\$294.70
THE MOWERS EDGE	1920	774920	030	0734	\$349.96
THE MOWERS EDGE	1920	774930	030	0734	\$349.96
THE MOWERS EDGE	1920	774933	030	0734	\$5,995.32
THE WRITE TOOLS, LLC	0430	776209	060	3010	\$3,646.89
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0335	762967	030	7090	\$1,474.81
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0495	774276	030	7090	\$2,000.00
THINK SOCIAL PUBLISHING, INC.	0770	776172	060	9017	\$4,524.94
THUNDER INFLATABLES, INC.	0385	775638	030	0172	\$2,385.00
THUNDER INFLATABLES, INC.	0385	776220	030	0172	\$545.00
THUNDER INFLATABLES, INC.	0417	774463	030	0115	\$1,575.50
THUNDER INFLATABLES, INC.	0460	774507	030	7090	\$4,780.00
TIFCO INDUSTRIES	0919	774623	060	8150	\$5,501.43
TIFCO INDUSTRIES	0919	774629	060	8150	\$7,413.09
TIM R. TRULL ELECTRIC, INC.	1130	775369	350	0917	\$3,815.00
TOTAL FILTRATION SERVICE, INC.	0919	775426	060	8150	\$8,000.00
TPT HOLDCO, LLC	0020	775572	030	0110	\$81.83
TREERING CORPORATION	0725	776169	030	0175	\$1,219.42
TROPICALE FOODS, INC.	0170	775765	030	0171	\$500.00
TROPICALE FOODS, INC.	0335	774258	030	7090	\$1,000.00
TROPICALE FOODS, INC.	0550	776033	080	8210	\$700.00
UC REGENTS DAVIS	0706	776096	060	7412	\$737.34
ULINE	0105	774491	030	0114	\$260.61
ULINE	0127	776338	030	0625	\$1,557.90
ULINE	0145	774483	030	0125	\$603.75
ULINE	0200	774381	030	7090	\$372.15

ULINE	0220	774351	030	0171	\$799.05
ULINE	0370	775626	030	0172	\$512.38
ULINE	0445	774584	030	7091	\$2,204.45
ULINE	0465	776163	030	0110	\$1,417.83
ULINE	0565	776218	030	7099	\$2,413.34
ULINE	0790	774939	060	2600	\$240.21
ULINE	0925	775127	030	7230	\$2,317.02
ULINE	1910	775481	130	5310	\$1,113.27
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0790	765430	060	2600	\$700.00
UNIGLOBE TRAVEL	0012	U01340048013	030	0134	\$2,010.00
UNIGLOBE TRAVEL	0055	U70990048905	030	7099	\$7,200.00
UNIGLOBE TRAVEL	0090	U70910075310	030	7099	\$4,514.52
UNIGLOBE TRAVEL	0130	U70900051298	030	7090	\$6,676.38
UNIGLOBE TRAVEL	0240	U30100075895	060	3010	\$3,500.00
UNIGLOBE TRAVEL	0285	U70900050582	030	7090	\$6,874.62
UNIGLOBE TRAVEL	0305	U70900051127	030	7090	\$3,000.00
UNIGLOBE TRAVEL	0315	U70900050023	030	7090	\$4,000.00
UNIGLOBE TRAVEL	0335	U70910075307	030	7091	\$2,380.00
UNIGLOBE TRAVEL	0410	U70990048945	030	7099	\$6,000.00
UNIGLOBE TRAVEL	0412	U40350048048	060	4035	\$932.78
UNIGLOBE TRAVEL	0412	U40350048049	060	4035	\$932.78
UNIGLOBE TRAVEL	0412	U40350048050	060	4035	\$932.78
UNIGLOBE TRAVEL	0412	U40350048051	060	4035	\$932.78
UNIGLOBE TRAVEL	0412	U40350048058	060	4035	\$2,267.05
UNIGLOBE TRAVEL	0415	U31820048140	060	3182	\$4,300.00
UNIGLOBE TRAVEL	0445	U70900050842	060	3182	\$1,121.77
UNIGLOBE TRAVEL	0575	U70900050364	030	7090	\$1,133.38
UNIGLOBE TRAVEL	0575	U70900050370	030	7090	\$1,228.65
UNIGLOBE TRAVEL	0617	U05000048144	030	0500	\$1,062.46
UNIGLOBE TRAVEL	0700	U32130048826	060	3213	\$7,750.08
UNIGLOBE TRAVEL	0700	U32130048857	060	3213	\$4,912.85
UNIGLOBE TRAVEL	0700	U32130048901	060	3213	\$250.12
UNIGLOBE TRAVEL	0710	U01520048344	030	0152	\$7,134.98
UNIGLOBE TRAVEL	0710	U01520048377	030	0152	\$6,123.81
UNIGLOBE TRAVEL	0755	774978	030	0176	\$8,814.60
UNIGLOBE TRAVEL	0755	U01760048177	030	0176	\$6,019.73
UNIGLOBE TRAVEL	0758	U42030048027	060	4203	\$6,296.60
UNIGLOBE TRAVEL	0758	U62660048022	060	6266	\$7,342.83
UNIGLOBE TRAVEL	0795	U31820048142	060	3182	\$767.66
UNIGLOBE TRAVEL	0795	U31820048143	060	3182	\$480.58
UNIGLOBE TRAVEL	0850	U06810048027	030	0681	\$884.41
UNIGLOBE TRAVEL	0852	U06790048070	030	0500	\$406.13
UNIGLOBE TRAVEL	0855	U06700048043	030	0670	\$1,712.90
UNIGLOBE TRAVEL	0855	U06700048044	030	0670	\$1,894.16
UNIGLOBE TRAVEL	0855	U06700048045	030	0670	\$1,362.24
UNIGLOBE TRAVEL	0860	U06940048100	030	0694	\$3,402.44

UNIGLOBE TRAVEL	0895	U00000118107	030	0716	\$1,000.00
UNIGLOBE TRAVEL	0925	U72300048147	030	7230	\$5,000.00
UNIGLOBE TRAVEL	1710	U30100075885	060	3010	\$4,583.82
UNIGLOBE TRAVEL	1795	U30100075835	060	3010	\$1,488.45
UNIGLOBE TRAVEL	1795	U30100075884	060	3010	\$3,110.26
UNITED KHMER CULTURAL PREVENTION	0860	774469	030	0694	\$300.00
UNITED SKATES OF AMERICA, INC.	0530	774505	080	8210	\$1,066.00
UNITED STATES ACADEMIC	0123	775903	030	0625	\$2,059.00
UNIVERSAL STUDIOS HOLLYWOOD	0710	774872	060	6387	\$6,510.00
US GAMES	0785	774854	060	6500	\$179.31
VALLARTA FOOD ENTERPRISES	0005	775742	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0005	775776	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0015	775218	030	7091	\$600.00
VALLARTA FOOD ENTERPRISES	0020	774988	030	0110	\$1,000.00
VALLARTA FOOD ENTERPRISES	0035	774420	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775136	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775141	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775145	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775146	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775941	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0035	775943	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775944	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	775945	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0045	774320	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0045	774361	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0070	775062	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0070	775208	030	0110	\$400.00
VALLARTA FOOD ENTERPRISES	0075	775027	030	0643	\$300.00
VALLARTA FOOD ENTERPRISES	0075	776089	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0095	774950	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0095	775170	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0095	776277	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0100	775834	060	6010	\$131.00
VALLARTA FOOD ENTERPRISES	0100	775835	060	6010	\$83.00
VALLARTA FOOD ENTERPRISES	0105	775204	030	7091	\$1,000.00
VALLARTA FOOD ENTERPRISES	0125	774269	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0125	774397	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0125	774398	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0140	776272	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0145	774967	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0145	775003	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0145	775030	030	0624	\$300.00
VALLARTA FOOD ENTERPRISES	0150	775163	030	0110	\$600.00
VALLARTA FOOD ENTERPRISES	0155	775167	030	0111	\$735.00
VALLARTA FOOD ENTERPRISES	0160	775059	030	7090	\$108.00
VALLARTA FOOD ENTERPRISES	0170	774968	030	0643	\$440.00
VALLARTA FOOD ENTERPRISES	0170	775206	030	7091	\$700.00

VALLARTA FOOD ENTERPRISES	0170	776301	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0170	776308	060	2600	\$200.00
VALLARTA FOOD ENTERPRISES	0170	776311	060	2600	\$200.00
VALLARTA FOOD ENTERPRISES	0170	776312	060	2600	\$200.00
VALLARTA FOOD ENTERPRISES	0175	775169	030	0643	\$250.00
VALLARTA FOOD ENTERPRISES	0185	775055	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0188	775190	030	7091	\$350.00
VALLARTA FOOD ENTERPRISES	0208	775042	030	0110	\$150.00
VALLARTA FOOD ENTERPRISES	0208	775166	030	7090	\$700.00
VALLARTA FOOD ENTERPRISES	0210	775195	060	9083	\$700.00
VALLARTA FOOD ENTERPRISES	0210	775227	030	7091	\$400.00
VALLARTA FOOD ENTERPRISES	0210	775790	030	7090	\$450.00
VALLARTA FOOD ENTERPRISES	0210	775792	030	7090	\$450.00
VALLARTA FOOD ENTERPRISES	0235	774708	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0235	775343	030	0172	\$500.00
VALLARTA FOOD ENTERPRISES	0235	775346	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0237	775221	060	6500	\$270.00
VALLARTA FOOD ENTERPRISES	0240	775359	030	0128	\$400.00
VALLARTA FOOD ENTERPRISES	0241	774354	030	0171	\$250.00
VALLARTA FOOD ENTERPRISES	0241	774356	030	0171	\$250.00
VALLARTA FOOD ENTERPRISES	0241	774359	030	0171	\$250.00
VALLARTA FOOD ENTERPRISES	0265	774982	030	7090	\$2,000.00
VALLARTA FOOD ENTERPRISES	0285	774266	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0285	775198	080	8210	\$200.00
VALLARTA FOOD ENTERPRISES	0290	774387	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0290	774413	030	0111	\$808.00
VALLARTA FOOD ENTERPRISES	0290	774832	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0290	774948	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0305	775939	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0315	774497	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0315	774498	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0330	775034	030	0171	\$250.00
VALLARTA FOOD ENTERPRISES	0330	775037	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0335	774717	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0335	774986	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0335	775222	060	6385	\$500.00
VALLARTA FOOD ENTERPRISES	0335	776256	030	0123	\$1,500.00
VALLARTA FOOD ENTERPRISES	0340	775150	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0340	775164	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0340	775165	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0355	774953	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0355	775929	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0370	774969	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0370	774972	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0370	774974	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0370	774975	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0370	774976	030	0172	\$250.00



VALLARTA FOOD ENTERPRISES	0370	774977	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0370	774985	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0370	775925	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0370	775928	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0370	775932	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0370	775934	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0370	775935	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0380	775940	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0395	775804	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0395	775808	030	0123	\$1,500.00
VALLARTA FOOD ENTERPRISES	0410	775797	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0415	774406	030	0643	\$400.00
VALLARTA FOOD ENTERPRISES	0417	775057	030	7090	\$450.00
VALLARTA FOOD ENTERPRISES	0417	775060	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0417	775061	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0417	775064	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0421	774826	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0421	776258	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0423	774336	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0430	775038	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0430	775040	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0430	775052	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0435	772342	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0440	775354	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0440	775356	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0440	775722	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0440	775733	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0440	775942	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0445	775732	030	7091	\$1,000.00
VALLARTA FOOD ENTERPRISES	0445	775799	030	0181	\$1,000.00
VALLARTA FOOD ENTERPRISES	0455	775056	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0455	775066	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0460	774326	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0460	774349	080	8210	\$306.00
VALLARTA FOOD ENTERPRISES	0460	775172	030	0111	\$125.00
VALLARTA FOOD ENTERPRISES	0465	774352	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0465	775215	030	0110	\$600.00
VALLARTA FOOD ENTERPRISES	0470	775203	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0470	775922	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0470	775923	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0475	774715	030	7091	\$1,000.00
VALLARTA FOOD ENTERPRISES	0480	776318	080	8210	\$300.00
VALLARTA FOOD ENTERPRISES	0480	776323	080	8210	\$700.00
VALLARTA FOOD ENTERPRISES	0485	775924	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	775926	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	775931	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0490	775347	030	0643	\$150.00

VALLARTA FOOD ENTERPRISES	0490	775350	030	0643	\$150.00
VALLARTA FOOD ENTERPRISES	0490	775352	030	0643	\$150.00
VALLARTA FOOD ENTERPRISES	0490	775936	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0490	775937	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0490	775938	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0500	774419	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0500	775212	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0500	775216	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0500	775220	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0510	776275	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0530	774252	080	8210	\$150.00
VALLARTA FOOD ENTERPRISES	0550	775175	030	0111	\$160.00
VALLARTA FOOD ENTERPRISES	0550	775927	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0565	775067	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0565	775070	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0565	775930	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0565	775933	030	7090	\$50.00
VALLARTA FOOD ENTERPRISES	0619	775357	030	0138	\$500.00
VALLARTA FOOD ENTERPRISES	0700	776260	030	0606	\$300.00
VALLARTA FOOD ENTERPRISES	0700	776269	030	0606	\$300.00
VALLARTA FOOD ENTERPRISES	0701	774501	030	0606	\$500.00
VALLARTA FOOD ENTERPRISES	0705	774955	110	6391	\$500.00
VALLARTA FOOD ENTERPRISES	0710	774407	030	0152	\$200.00
VALLARTA FOOD ENTERPRISES	0710	774410	030	0152	\$1,500.00
VALLARTA FOOD ENTERPRISES	0710	775362	030	0152	\$500.00
VALLARTA FOOD ENTERPRISES	0727	774421	030	0167	\$100.00
VALLARTA FOOD ENTERPRISES	0727	774423	030	0168	\$100.00
VALLARTA FOOD ENTERPRISES	0785	775054	060	9017	\$200.00
VALLARTA FOOD ENTERPRISES	0785	775065	060	9017	\$200.00
VALLARTA FOOD ENTERPRISES	0787	774957	060	6500	\$500.00
VALLARTA FOOD ENTERPRISES	0787	775157	060	6500	\$500.00
VALLARTA FOOD ENTERPRISES	0787	775162	060	6500	\$500.00
VALLARTA FOOD ENTERPRISES	0790	756424A	060	2600	\$249.42
VALLARTA FOOD ENTERPRISES	0790	775833	060	2600	\$300.00
VALLARTA FOOD ENTERPRISES	0810	774402	030	0640	\$500.00
VALLARTA FOOD ENTERPRISES	0810	775024	030	0649	\$500.00
VALLARTA FOOD ENTERPRISES	0810	775028	030	0640	\$300.00
VALLARTA FOOD ENTERPRISES	0812	774683	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	774685	030	0137	\$700.00
VALLARTA FOOD ENTERPRISES	0852	774502	030	0679	\$1,000.00
VALLARTA FOOD ENTERPRISES	0852	774503	030	0679	\$1,000.00
VALLARTA FOOD ENTERPRISES	0895	774319	030	0716	\$100.00
VALLARTA FOOD ENTERPRISES	0919	775718	060	8150	\$250.00
VALLARTA FOOD ENTERPRISES	0925	756725A	030	7230	\$1,200.65
VALLEY IRON, INC.	0710	774614	060	6387	\$2,853.20
VALLEY IRON, INC.	0710	774684	060	6387	\$2,744.30
VANPATTEN, EDWARD	0895	774762	030	0716	\$15.16

VARSITY SPIRIT FASHION & SUPPLIES	0185	775526	030	0172	\$768.00
VENTURA TV, INC.	1895	774238	030	0717	\$3,406.84
VENTURA TV, INC.	1895	774268	030	0717	\$2,266.67
VENTURA TV, INC.	1895	774272	030	0717	\$2,266.67
VENTURA TV, INC.	1895	774279	030	0717	\$2,266.67
VENTURA TV, INC.	1895	774282	030	0717	\$2,266.67
VENTURA TV, INC.	1895	774284	030	0717	\$2,266.67
VENTURA TV, INC.	1895	774286	030	0717	\$2,266.67
VEX ROBOTICS	0710	774434	060	6387	\$5,836.49
VIKING ENTERPRISES	0060	774437	030	7099	\$699.00
VIKING ENTERPRISES	0565	774425	030	7099	\$1,399.00
VIKING ENTERPRISES	0710	774466	030	0152	\$7,500.00
VIKING ENTERPRISES	1235	774396	140	6205	\$5,999.00
VINCENT COMMUNICATIONS, INC.	0395	774236	030	7090	\$1,641.50
VINCENT COMMUNICATIONS, INC.	0485	775134	030	7090	\$311.97
W.O.W. PRODUCTIONS	0395	774606	030	7090	\$1,208.48
W.O.W. PRODUCTIONS	0395	774607	030	7090	\$7,521.23
W.O.W. PRODUCTIONS	0710	774253	060	6387	\$5,867.48
W.O.W. PRODUCTIONS	0710	774652	060	6387	\$300.00
W.O.W. PRODUCTIONS	0727	774260	030	0167	\$1,150.00
W.O.W. PRODUCTIONS	1400	774620	030	7394	\$6,270.84
WALLWISHER, INC. DBA PADLET	0575	775575	030	7099	\$1,750.00
WARDS NATURAL SCIENCE, INC.	0195	774764	030	7090	\$113.76
WARDS NATURAL SCIENCE, INC.	0700	774616	060	3213	\$508.20
WASHINGTON CONSTRUCTION	1895	770028	060	3213	\$2,482.00
WAWONA FROZEN FOODS	1910	775631	130	5310	\$9,471.75
WAXIE'S ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	0897	775391	030	0716	\$184.20
WECO SUPPLY CO.	0455	776116	030	7090	\$805.70
WEPRINTIT	0664	775771	030	0672	\$1,285.74
WESTWOODS BBQ & SPICE CO.	0355	775197	030	7090	\$3,489.00
WHITE PINE LUMBER	0710	774909	030	0152	\$328.05
WHITIES PET SHOP	0235	761813	030	0125	\$200.00
WHITIES PET SHOP	0565	758672	030	7090	\$50.00
WILD CHILD ADVENTURES	0340	776353	080	8210	\$190.00
WILD CHILD ADVENTURES	0450	776165	060	2600	\$450.00
WILD WATER ADVENTURES	0440	776031	030	0115	\$1,257.80
WILD WATER ADVENTURES	0465	775496	030	7090	\$2,835.00
WILLDAN FINANCIAL SERVICES	0890	765551	030	0708	\$3,000.00
WONDER VALLEY RANCH RESORT	0725	776166	030	0173	\$6,500.00
WOO, T. S. DISTRIBUTING	0227	774465	030	0644	\$300.00
WOO, T. S. DISTRIBUTING	0812	775072	030	0137	\$600.00
WRIGHT & ASSOCIATES	0335	775888	030	0172	\$1,230.15
YELLOW DOG SIGNS & GRAPHICS	0010	775275	030	7090	\$1,175.00
YELLOW DOG SIGNS & GRAPHICS	0105	774340	030	0172	\$1,722.22
YELLOW DOG SIGNS & GRAPHICS	0105	774342	030	0172	\$3,214.92
YELLOW DOG SIGNS & GRAPHICS	0365	774322	030	7090	\$763.54

YELLOW DOG SIGNS & GRAPHICS	0365	774322	030	7099	\$1,781.60
YELLOW DOG SIGNS & GRAPHICS	0395	775866	030	7090	\$906.89
YELLOW DOG SIGNS & GRAPHICS	0445	776266	030	7091	\$682.61
YELLOW DOG SIGNS & GRAPHICS	0575	775360	030	0115	\$447.05
YELLOW DOG SIGNS AND GRAPHICS	0790	768972	060	2600	\$9,000.00

## 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		

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION  
(JUNE 21, 2023 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Department of Prevention and Intervention	Fresno County Superintendent of Schools	FCSS will provide site based mental health treatment services, etc.	6/1/2022	6/30/2025
Department of Prevention and Intervention	Fresno Pacific University	Bachelor level social worker student interns will be assigned to sites supervised by a Clinical Social Worker to provide various social work services to students	7/1/2022	6/30/2025
Department of Prevention and Intervention	Marjaree Mason Center	MOU for additional office space to house District Clinical Social Workers	5/1/2022	2/28/2025
Department of Prevention and Intervention	North Star Family Center	Site based mental health clinicians will assess, diagnose, and provide treatment based interventions.	7/1/2022	6/30/2023
Department of Prevention and Intervention	Destination Hope	To provide site based mental health services to include individual/group therapy.	8/14/2023	6/30/2024
Department of Prevention and Intervention	The Fresno Center	Site based mental health clinicians will provide assessment, case planning, and individual/group therapy focused on Southeast Asian students.	8/14/2023	6/30/2024
Fresno Adult School	Comprehensive Adult Student Assessment	Annual process-end of data submission to CASAS	07/01/21	06/30/22
Fresno Adult School	Fresno Community Hospital and Medical Centers	Medical Center to provide clinical learning opportunities for Licensed Vocational Nursing career training programs of Fresno Adult School	08/31/22	06/30/27
Health Services	Buddhist Tzu Chi Medical Foundation	Provide free vision services to the scheduled students of FUSD and provide free glasses to the students who require them.	8/1/2022	8/1/2027

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION  
(JUNE 21, 2023 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Health Services	California Sate University, Dominguez Hills	Use of Fresno Unified facilities for CSU Dominguez Hills student's clinical nursing experience	8/2/2022	8/1/2027
Health Services	California State University, Fresno	Use of Fresno Unified facilities for CSU student's clinical nursing experience.	10/1/2022	10/1/2025
Health Services	Gurnick Academy of Medical Arts, LLC	Use of FUSD facilities for Gurnick Academy of Medical Art student's clinical nursing experience.	11/1/2022	11/1/2025
Health Services	Dr. Michael Mendoza	An MOU for mutual goal to provide safe, effective, evidence-based or best practice vision screening approaches to Pre-K - 12th grade FUSD students.	12/02/21	06/30/22
Health Services	National University	Use of FUSD facilities for National University Student's clinical nursing experience.	8/30/2022	8/30/2025
Maintenance And Operations	Pacific Gas and Electric Company	Revision to original PG&E Interconnection Agreement to reflect accurate Generating Facility kW ratings at Birney Elementary.	10/30/2022	
Nutrition Services	Creative Alternative	District to provide Breakfast and Lunch meals to Creative Alternative Schools. District will process and submit claim info to CDE for reimbursement.	7/1/2022	6/30/2023
Nutrition Services	California Department of Education	Establishes/continues the rights and responsibilities of the CDE and Program Operator pursuant to the Program Operator's participation in one or more meal programs as stipulated herein: National School Lunch Program, etc.	7/1/2022	3/30/2023
Nutrition Services	California Department of Education	Grant Award Notification between the CDE and Fresno Unified School District.	10/1/2022	6/30/2023

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION  
(JUNE 21, 2023 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Nutrition Services	Fresno County Superintendent of Schools - Amendment No. 1	Agreement by and between the District and FCSS whereas District provides vended meals to CTEC High School	1/11/2021	12/13/2021
Nutrition Services	Fresno County Superintendent of Schools - Early Childhood Ed Lighthouse for Children	District to provide breakfast and lunch meals and snacks to Early Childhood Ed Lighthouse for Children; Prepare, transport and deliver 5 days per week, except holidays, in accordance with the number of meals requested. FUSD will process and submit claim information to the CDE for reimbursement of meals.	10/01/21	09/30/22
Nutrition Services	Fresno County Superintendent of Schools (Ramacher)	Agreement by and between the District and FCSS (Ramacher) whereas District provides Breakfast and Lunch meals to FCSS (Ramacher). CDE will reimburse for meals.	7/1/2022	6/30/2023
Nutrition Services	Fresno County Superintendent of Schools (Pacific Transition)	District provides Breakfast and Lunch meals to FCSS (Pacific Transition). District will process and submit claim info to CDE for reimbursement.	7/1/2022	6/30/2023
Nutrition Services	Fresno Metropolitan Ministry	Vendor receives and distributes donated food items.	11/01/21	06/30/26
Nutrition Services	Child and Adult Care Food Program	Continues the rights & responsibilities of the CDSS & operator to participate in one or more meal programs	7/1/2022	6/30/2023
Nutrition Services	United States Healthful Food Council	Vendor will conduct an independent analysis of client's food service program.	7/27/2022	6/30/2024

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION  
(JUNE 21, 2023 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Nutrition Services	Violet Heintz	District provides Breakfast and Lunch meals to Violet Heintz. The District will process and submit claim information to the CDE for reimbursement of meals.	7/1/2022	6/30/2023
School Leadership	University of California, Merced	Implement Talent Search Program at FUSD sites: Edison, Fresno, McLane and Roosevelt High Schools; Cooper, Ft. Miller, Sequoia, Scandanavian, Tehipite and Yosemite Middle Schools; and Upward Bound at Hoover and Sunnyside High Schools.	07/01/21	06/30/22
Special Education Department	California State University, Chico	Chico will provide one intern to work with FUSD personnel as a learning process to gain credits and experience.	10/14/2022	6/30/2023
Special Education Department	California State University, Fresno	Speech Pathology Graduate Student on Campus Practicum	7/12/2022	7/12/2027
Special Education Department	University of St. Augustine	Intern will work under the supervision of FUSD assigned personnel	10/14/2022	6/30/2023
Special Education Department	West Coast University Inc. - Amendment	West Coast will provide students to work with FUSD Therapist to gain knowledge.	7/1/2022	7/1/2024
Transportation Department	Pacific Gas and Electric Company	Transportation will fuel natural gas buses at the PG&E CNG fueling station on California Ave as needed.	8/25/2022	6/30/2023

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 12, 2023

**AGENDA ITEM A-52**

**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 April 01, 2023, through April 30, 2023 – Supplemental Report

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from April 01, 2023, through April 30, 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 in the support material.

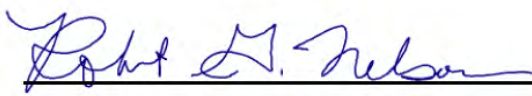
**PREPARED BY:** Ann Loorz,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

**THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE**

**PURCHASE ORDERS DATED  
APRIL 1, 2023 TO APRIL 30, 2023  
RATIFICATION DATE JUNE 21, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
FRESNO CO. ECONOMIC OPP. COMM. RFP 22-26	0700	775351	030	0606	\$497,428.00
FRESNO CO. ECONOMIC OPP. COMM. BOE 11/09/22 A-7	0710	774738	030	0152	\$50,000.00
FRESNO COUNTY EOC BELOW BID LIMIT (PCC 20111)	0185	775947	030	0125	\$13,700.00



**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
APRIL 1, 2023 TO APRIL 30, 2023  
RATIFICATION DATE JUNE 21, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
CALIFORNIA STATE UNIV. FRESNO	0421	774860	030	7090	\$440.00
FRESNO STATE UNIVERSITY	0706	774727	030	0157	\$3,800.00
FRESNO STATE UNIVERSITY	0710	774456	060	6387	\$1,125.00
FRESNO STATE UNIVERSITY	0710	774508	060	6387	\$441.12

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-53**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Discuss and Adopt the 2023/24 Declaration of Need for Fully Qualified Educators

**ITEM DESCRIPTION:** Included in the Board binders is the 2023/24 Declaration of Need for Fully Qualified Educators. Annually, the district adopts the Declaration of Need for Fully Qualified Educators, which certifies that there may be an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed on the Declaration. The adoption of the Declaration is a prerequisite to the issuance of the following: 1) Cross-cultural Language and Academic Development/English Learner Authorizations; 2) Bilingual Authorizations in Hmong & Spanish; 3) Resource Specialists; 4) Library Service Permits; 5) Any General Limited Assignment Teaching Permits; and 6) Teachers on Internship Credentials in the event that such a shortage occurs. (Title 5, California Code of Regulations, Section 80026).

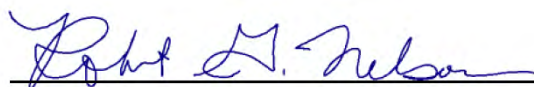
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

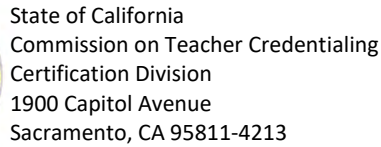
**PREPARED BY:** Manjit Atwal,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**





Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

**FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL**

Name of District or Charter: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, .

Submitted by (Superintendent, Board Secretary, or Designee):

\_\_\_\_\_  
*Name*                      *Signature*                      *Title*

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
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*Mailing Address*

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*E-Mail Address*

**FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY**

Name of County	County CDS Code
----------------	-----------------

Name of State Agency \_\_\_\_\_

Name of NPS/NPA	County of Location
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The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?	Yes	No
---	-----	----

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

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If no, explain why you do not participate in an internship program.

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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-54**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Discuss and Adopt the Fresno Unified School District 2023/24 Local Control and Accountability Plan

**ITEM DESCRIPTION:** Included in the Board Binders is the Fresno Unified School District 2023/24 Local Control and Accountability Plan (LCAP). Staff will present and the Board of Education will discuss and adopt the plan. As required by Education Code 52062, a public hearing was held on June 14, 2023, to provide an opportunity for discussion and public comment regarding the LCAP.

The LCAP is a requirement resulting from the State's formula for funding school districts, the Local Control Funding Formula (LCFF). Districts receive LCFF funds for every student, with additional funds provided for high unduplicated counts of students living in poverty, English learners, and foster youth. For Fresno Unified these categories represent 88% of the total student population. As required by Education Code, districts must adopt the LCAP prior to July 01, 2023, which must coincide with the adoption of the district budget.

On January 11, 2023, outreach took place during the Fall of 2022 and included meetings with labor partners, focus groups, Community Regional Idea Exchanges, ThoughtExchanges, meetings with the Parent Advisory Committee (PAC) and the District English Language Advisory Committee (DELAC). Additionally, staff presented input received from various educational partners. The first draft of the LCAP was posted to the district website on April 05, 2023, and a second draft was posted on May 10, 2023, which reflects evolving educational partner feedback and corresponding planning of the district. The draft was presented to the PAC on May 25, 2023, and DELAC on June 01, 2023. The public hearing on both the budget and the LCAP took place at the June 14, 2023, Board meeting. The final draft of the LCAP has been updated to reflect educational partner feedback, the Governor's May Revision, and strategic budget discussions.

**FINANCIAL SUMMARY:** As noted in the support material.

**PREPARED BY:** Ashlee Chiarito,  
Executive Officer

**DIVISION:** Business & Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
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**Agenda Item B-54**



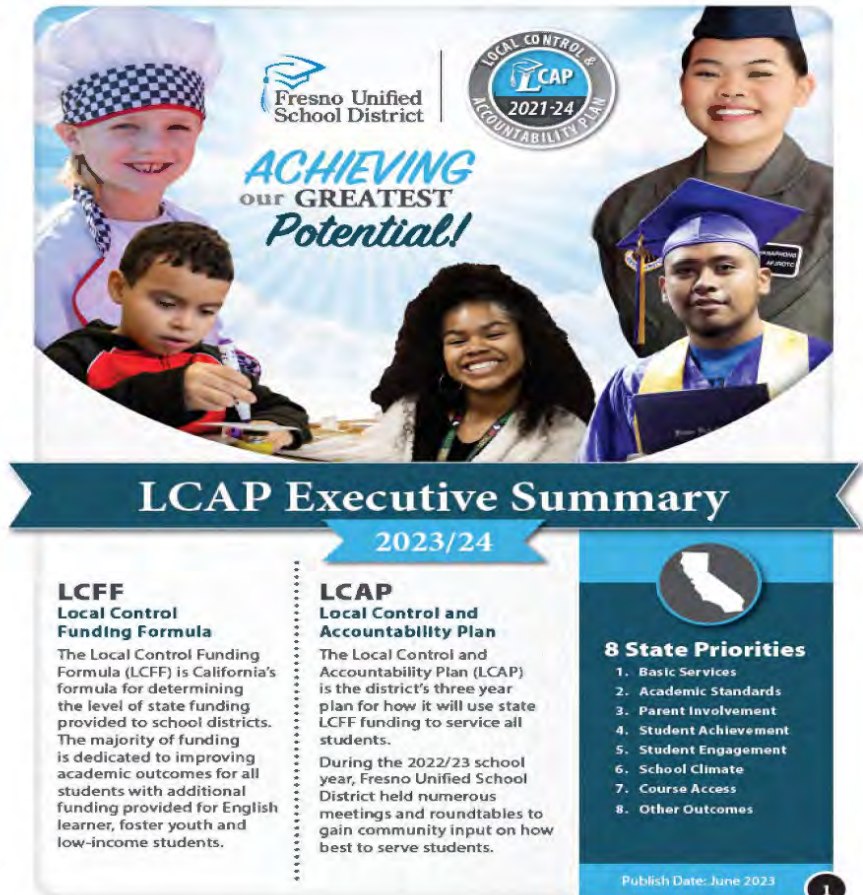
Requesting Adoption : 2023/24 Draft Local  
Control and Accountability Plan (LCAP)

June 21, 2023



# WHAT WE WILL COVER

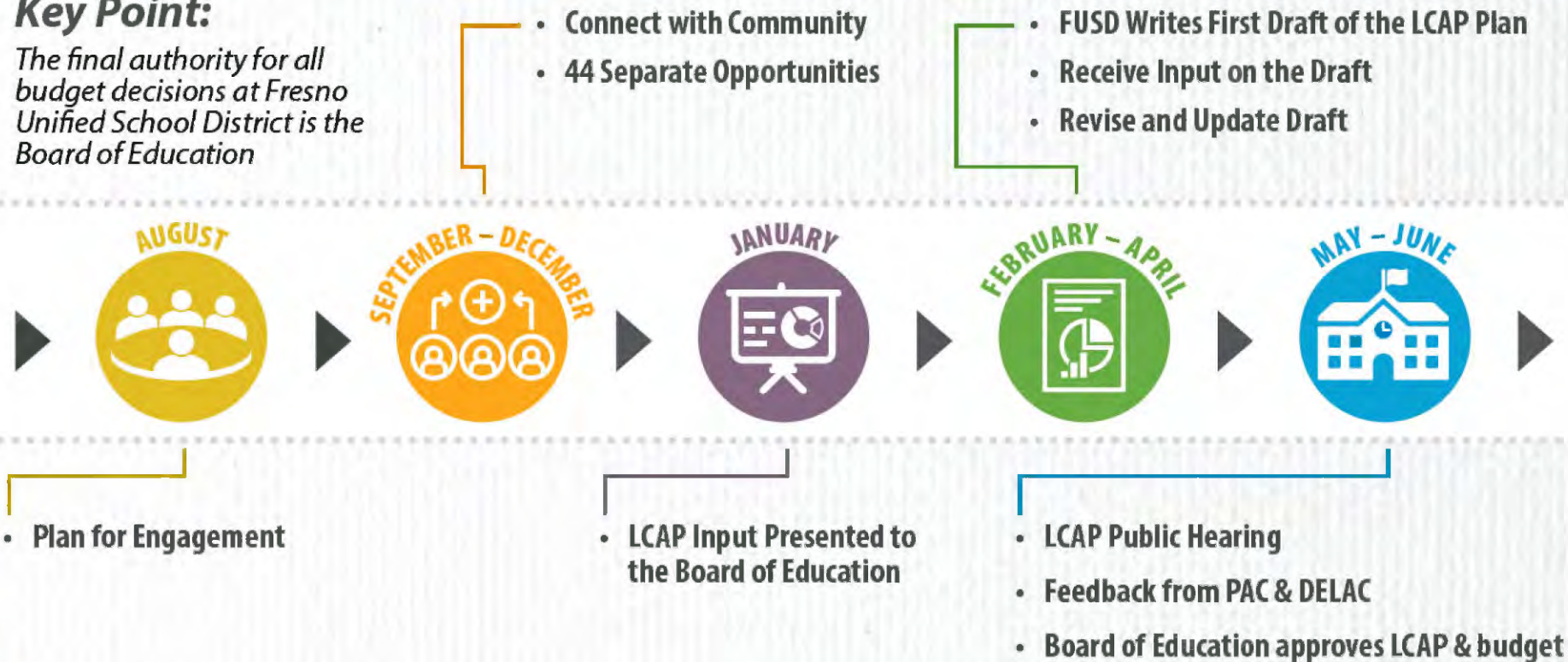
- LCAP Overview/Timeline
- Educational Partner Participation
- LCAP Actions
- Draft LCAP Document and Resources
- Request Adoption



# 2022/23 PLANNING AND ENGAGEMENT TIMELINE

## Key Point:

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



# ENGAGEMENT OPPORTUNITIES

- Home School Liaisons
- School Coffee Hours
- PAC  
(Parent Advisory Committee)
- DELAC  
(District English Learner  
Advisory Committee)
- CAC  
(Community Advisory Committee)
- GO Public Schools
- SW Fresno Event at St. Rest
- Foster Youth Roundtable



- Regional Community Idea Exchange
  - Each Region
- SAB  
(Student Advisory Board)
- Fresno Housing Events
  - Legacy Commons
  - Cedar Courts
  - Park Grove
- Meeting with Bargaining Units
- Community Based  
Organization Virtual Event



# ACTIONS

## Student Goal – Improve academic performance at challenging levels

- |   |   |
|---|---|
|  Designated School Investment: \$24.9M                       |  Additional School Site Administration above Base: \$5.8M  |
|  Additional Teacher Supply Funds: \$1.3M                     |  African American Academic Acceleration: \$5.9M  |
|  Middle & High School Redesign: \$11.4M                      |  Early Childhood Education Developmental Screening: \$22.5M  |
|  Eliminate Elementary Combination Classes: \$5.4M            |   |
|  National Board Certification: \$0.7M                        |  Additional Supports for Libraries: \$1.4M   |
|  Instructional Supports and Instructional Coaches: \$26.7M |  Equity & Access: \$3.0M   |
|  Additional Teachers Above Base Staffing: \$13.9M          |  GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate): \$5.8M |



# ACTIONS

## Student Goal – Improve academic performance at challenging levels *(Continued)*

- Expand Alternative Education: \$2.2M
- Maintain Additional Services for Phoenix Community Day School: \$5.3M
- After School Tutoring: \$108.8M
- Extended Summer Learning: \$36.1M
- All teachers are teachers of English learner (EL) students: \$19.4M
- Expansion of Dual Language Immersion Programs: \$2.5M
-  BASE: Instruction: \$436.1M
- BASE: Professional Learning: \$54.4M
- BASE: Technology Access and Support: \$22.8M
- BASE: Early Learning: \$1.5M
- BASE: Equity and Access: \$2.9M
- High Quality School Site Health Services: \$17.0M
-  Upgrading Access to Technology: \$2.5M
-  Student Technology Access and Annual Refresh: \$28.4M
- Instructional Lead Teachers: \$0.3M

# ACTIONS

## Student Goal – Expand student-centered and real-world learning experiences



Linked Learning, ROP, and CTE Pathway Development: \$27.6M



CTE STEM PK-6 Kids Invent!: \$1.4M



Men's and Women's Alliance: \$1.7M



School Counselors and Resource Counseling Assistants: \$19.6M

## Student Goal – Increase student engagement in their school and community



Increase School Allocations for Athletics: \$15.6M



District-Funded Educational Enrichment Trips: \$5.1M



District Arts Collaborative Project: \$0.1M



Increased Funding for Music: \$13.6M



Student Peer Mentor Program: \$0.8M



Social Emotional Supports: \$4.5M



School Climate and Culture Expansion: \$10.3M



Restorative Practices / Relationship Centered Schools: \$4.0M



BASE: Department of Prevention and Intervention: \$9.2M



Campus Climate and Culture Teachers: \$1.0M



Home School Liaisons: \$5.6M



Mental Health Supports: \$10.5M



Expanded Transportation Services: \$2.9M



# ACTIONS

**Staff Goal** – Increase recruitment and retention of staff reflecting the diversity of our community



**Base: Recruitment, Selection and Retention of Human Capital: \$11.7M**

**Family Goal** – Increase inclusive opportunities for families to engage in their students' education



**Parent Engagement Investments: \$4.2M**



**Expanded Student, Parent and Community Communication: \$1.1M**

# ACTIONS

**Foster Youth** – Provide foster youth targeted social emotional and academic interventions to increase graduation rates



**Supports for Foster Youth / Project Access: \$2.9M**

**Homeless Youth**– Provide homeless youth targeted social emotional and academic interventions to increase graduation rates



**Supports for Homeless Youth: \$2.2M**

**Students with Disabilities** – Provide students and their families / guardians with transition planning resources and options for pathways towards post-secondary and employment opportunities



**Regional Instructional Managers for Students with Disabilities: \$2.7M**



**Early Interventions: \$5.1M**




**BASE: Special Education: \$191.4M**



# ACTIONS

## Contributes to all Fresno Unified School District Goals

 School Site Allocations to be Prioritized by each School's Site Council: \$32.2M

 BASE: Central Office Administration: \$8.1M

 BASE: Business and Financial Services: \$17.7M

 BASE: Operational Services: \$203.6M

 BASE: Other Expenses: \$66.7M

 One-time Recovery Resources: \$270.6M

 Campus Safety Assistants: \$5.2M

# ACCESS LCAP DRAFT, DOCUMENTS, AND FEEDBACK

*To view the full Draft LCAP Plan please  
visit or scan:*

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



## NEXT STEPS

- Staff Requests Adoption
- Submission to the Fresno County Superintendent of Schools for review and approval



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-55**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss**

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

**TITLE AND SUBJECT:** Discuss and Adopt the Fresno Unified School District 2023/24 Proposed Budget and Education Protection Account

**ITEM DESCRIPTION:** Included in the Board binders is information on the 2023/24 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2023/24 Proposed Budget and issues affecting the multi-year projections for 2024/25 and 2025/26.

Detailed information for the 2023/24 Proposed Budget and the multi-year projections were presented and discussed at the June 14, 2023, Board of Education meeting, and a Public Hearing was held at that time. All information is available in the Board Office for review as well as posted on the district's website.

**FINANCIAL SUMMARY:** Noted in the support material.

**PREPARED BY:** Kim Kelstrom,  
Executive Officer

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_





Fresno Unified  
School District

## Agenda Item B-55



2023/24 Proposed Budget  
Education Protection Account

Board of Education

June 21, 2023

# Overview

- 2023/24 Governor's Proposed Budget
- Education Protection Act
- Budget Summary and Highlights
- Multi-year Summary
- Recommended Adoption

# 2023/24 Governor's Proposed Budget

## State – Governor's May Revise

- COLA
  - 2023/24 – 8.22%
  - 2024/25 – 3.94%
  - 2025/26 – 3.29%
- STRS rates
  - 2023/24 – 19.10%
  - 2024/25 – 19.10%
  - 2025/26 – 19.10%
- PERS rates
  - 2023/24 – 26.68%
  - 2024/25 – 27.70%
  - 2025/26 – 28.30%
- Unemployment Rate
  - 2023/24 – 0.05%
  - 2024/25 – 0.05%
  - 2025/26 – 0.05%

# Education Protection Account

- Proposition 55 extends personal income tax through 2030
- Tax revenues received are placed into the Education Protection Account
- Proposition 30 and Proposition 55 include several accountability measures:
  - Governing Board at a public hearing approves a spending plan
  - Funds cannot be used on administrative costs
  - Website publishing required
  - Annual financial audit
- Revenue – \$208,695,934
- Usage: All funds will be used for teacher salary/benefit costs



# 2023/24 Proposed Budget Highlights

## Ongoing

- **School Site and Department Allocations** – Increase for inflationary costs
- **Health Services** – Nurses, LVN's, Budget Technician, Supplemental Health contract
- **Security Office** – Executive Director, Manager, Safety Specialists, Campus Safety Assistants, training
- **Emergency Response** – Supplies
- **Information Technology** – Director, Project Manager, Technician Specialist, Help Desk Support, new model laptop pilot, hotspots, paraeducator refresh, licenses
- **Chief Academic Office** – Executive coaching
- **School Site Data & Psychometrics** – Administrative Analyst, Analyst, Secretary, operations supplies
- **Alternative Education** – Library Teachers and Technicians, Activity Director, Office Assistant
- **African American Academic Acceleration** – Advisory program for grades 5-12
- **Curriculum and Instruction** – IdeaFest, E Street security, GATE participation
- **Plant Operations** – Manager, Supervisors, Grounds Workers, Plant Coordinator, Custodians, Office Assistant, field rehabilitation, tree service projects, equipment replacement, utilities
- **Plant Maintenance** – HVAC Mechanics and Supervisor, Irrigation Specialist, Plumbers, Equipment Operator, Mechanic, deferred maintenance support, curtain repairs, mold testing and sampling
- **Nutrition Services** – Nutrition Service Assistants, Project Manager, Accountant, Wellness Coordinator, Executive Chef contracts
- **Transportation** – Business Operations Manager, Dispatcher, Driver Trainer, Accountant, increase duty days for Relief Drivers, expand free student bus passes for full year, upgrade transportation systems, GPS system
- **Early Learning** – Paraprofessionals and Child Development Teacher
- **Department of Prevention and Intervention** – Behavior Intervention Specialist, Tech Support Specialist, Climate and Culture Specialist, materials and supplies, transportation support
- **Equity and Access** – Director, Manager, community schools support, Hanover contract, Black Educator Development, American Indian support

# 2023/24 Proposed Budget Highlights (Continued)

## Ongoing

- **Purchasing & Warehouse** – Warehouse Workers
- **Student Engagement** – Official contract increase, elementary enrichment, graduation support
- **Extended Learning** – Analyst, Executive Officer, Paraprofessionals, After School Leads, Teachers on Special Assignment, shift ASES program from County Office of Education to Fresno Unified
- **College and Career Readiness** – Coordinators, Teachers, Counselors, Managers, Analyst, Secretary, Spanish Community Liaison, Registrar, Administrative Secretary, Steve Scholars support, career exploration, Historical Black College support, transportation
- **English Learners** – Managers, Intervention Specialist
- **Translation Services** – Hmong Translator, Office Assistant, supplies
- **Parent University** – Community Education Specialists
- **Communications** – District-wide events, Final Site Contract
- **School Leadership** – Manager, school oversight
- **Engagement & External Partnerships** – Marketing and communications
- **Board Office** – Administrative Secretary and supplies
- **Business and Financial Services** – Budget book software
- **Special Education** – Guidance Learning Advisor, Administrative Secretary, Manager, Program Technician, Behavior Support Advisors, Budget Technicians, School Office Assistant, increase duty days for Lori Ann Preschool teachers, Paraeducators, upgrade Paraeducators,
- **Human Resources** – Administrator, Directors, Managers, Coordinators, Administrative Analyst, Analyst, Data Specialists, training protocol development, reporting support
- **Leadership Development** – Administrative Secretary
- **State and Federal** – Project Manager, Analyst
- **Charter Office** – Manager

***Augmentation 228.6 FTE \$57.6 million (ongoing)***

# 2023/24 Proposed Budget Highlights (Continued)

## One-Time

- Security vehicles, safe route pilot, cafeteria cameras, vaping sensors, updated equipment and supplies
- Harvard Data Fellowship
- Expand African American student leadership
- Expand elementary reading program
- Operations vehicles, equipment replacement, turf projects, reorganize Brawley site
- Maintenance vehicles, tools and equipment, licenses
- Cafeteria upgrade equipment
- Transportation upgrade systems, cameras, vans, lift equipment, bus rodeo team trailer, CNG compressor, support bus wash systems
- Early Learning TK expansion equipment
- Warehouse forklift, shipping equipment, mail vans
- Extended Learning utilize carryover to support Aviation facility
- College and Career Readiness Historical Black College support, Counselor professional learning, dual enrollment support
- Communications marketing contract
- School Leadership enterprise software, district-wide staff meeting support
- Human Resources negotiation costs, supplies, orientation and training modules, recruitment contract

***\$18.0 million (one-time)***



Federal Recovery Summary	Item Description	2020/21 Unaudited Actuals	2021/22 Unaudited Actuals	2022/23 Estimated Actuals	2023/24 Proposed Budget
Expanded Learning Opportunities	Additional Instructional Time (all grade levels)	\$ -	\$ 10.0	\$ -	\$ -
	Expanded Summer & Winter Learning (including Alternative & Special Education)	\$ -	\$ 32.7	\$ 2.9	\$ -
	Expanded After School Programs	\$ -	\$ 7.4	\$ 0.8	\$ 1.2
	Middle School & High School Enrichment Opportunities	\$ -	\$ 3.8	\$ -	\$ -
	eLearn Academy	\$ -	\$ 12.8	\$ 8.5	\$ 9.6
	Simultaneous Teaching	\$ -	\$ 32.3	\$ -	\$ -
Targeted Student Supports	Literacy Class Size Supports	\$ -	\$ 17.6	\$ 1.0	\$ 4.0
	Credit Recovery	\$ -	\$ 1.6	\$ 2.4	\$ 0.4
	School Site Support (to be planned through the SPSA)	\$ -	\$ 1.5	\$ 5.0	\$ 2.0
	Student Group Support (African American, English Learners, Early Learners, Arts, Athletics)	\$ -	\$ 3.3	\$ 5.8	\$ 3.3
Training & Resource Supports	Two Day Voluntary Professional Learning Summit and Three Additional Planning & Student Engagement Days	\$ -	\$ 6.3	\$ 1.5	\$ 1.0
	Curriculum & Instruction Supports	\$ -	\$ 5.6	\$ 4.3	\$ 15.9
	Teacher Development Supports	\$ -	\$ 3.9	\$ 2.2	\$ 5.1
	Leadership Development Supports	\$ -	\$ -	\$ 1.2	\$ 1.1
	Student supports, (student books, employability, skills contract)	\$ -	\$ 2.8	\$ 1.1	\$ 3.5
Health, Social-Emotional & Mental Health Supports	Health Services Support	\$ -	\$ 5.3	\$ 1.8	\$ 2.3
	Social-Emotional / Mental Health Supports	\$ -	\$ 3.0	\$ 2.6	\$ 4.5
	Special Education Support	\$ -	\$ -	\$ 0.7	\$ 2.9
Facility & Technology Enhancements	Classroom HVAC Upgrades	\$ -	\$ 13.0	\$ 23.7	\$ 82.5
	Student Desk Replacements, Cafeteria and Outdoor Tables	\$ -	\$ 4.2	\$ 4.4	\$ -
	Technology Upgrades (Interactive Panels, WiFi Expansion, Security, Classroom Telecom Upgrades)	\$ -	\$ 1.5	\$ 23.1	\$ 8.3
	Upgrade Equipment (HR, Cafeteria)	\$ -	\$ -	\$ 2.1	\$ -
	Student Support Services - Office Space, Media Centers, Science Lab	\$ -	\$ -	\$ 3.5	\$ 35.6
	CNG Busses	\$ -	\$ -	\$ 1.5	\$ -
	Farber Facilities (Expanded Alternative Education/CTE)	\$ -	\$ -	\$ 26.5	\$ 20.6
	Outdoor Support Space (Pending CDE Approval)	\$ -	\$ -	\$ -	\$ 41.7
Sub Total		\$ -	\$ 168.6	\$ 126.6	\$ 245.5
Pandemic Learning and Recovery Commitment Indirect		\$ 107.5	\$ 66.6	\$ 55.8	\$ -
		\$ -	\$ 8.4	\$ 4.8	\$ 4.0
8 Total		\$ 107.5	\$ 243.6	\$ 187.2	\$ 249.5
Beginning Balance Recovery Funds	2023/24 Strategic Budget Development	\$ 787.8	\$ 680.3	\$ 436.7	\$ 249.5
Ending Balance Recovery Funds		\$ 680.3	\$ 436.7	\$ 249.5	\$ -

# Multi-Year Summary: 2022/23 through 2025/26

## Unrestricted General Fund

	<u>Estimated</u> <u>2022/23</u>	<u>Budget</u> <u>2023/24</u>	<u>Projected</u> <u>2024/25</u>	<u>Projected</u> <u>2025/26</u>
<b>Ongoing Net Change in Fund Balance</b>	<b>\$23.10</b>	<b>(\$5.95)</b>	<b>(\$25.83)</b>	<b>(\$21.37)</b>
<b>Net Unrestricted General Fund Balance:</b>	<b>\$137.49</b>	<b>\$138.86</b>	<b>\$123.03</b>	<b>\$111.66</b>
<b>Reserve level</b>	<b>9.03%</b>	<b>7.59%</b>	<b>7.83%</b>	<b>7.03%</b>

State Minimum Reserve for Economic Uncertainties is 2%  
Board Policy 3100 – Reserve of 5% to 10% in stable times

2023/24 Committed Fund Balance Allocate Supplemental and Concentration  
Carryover – \$35.6 million

# Recommended Adoption

- Resources prioritized to prepare college and career-ready graduates, supporting our most important work: classroom teaching and learning
- Continuing our balanced, phased-in approach to maintain financial stability

***Adopt***

***2023/24 Proposed Budget and Education Act***

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-56**

**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 the Fall 2023 California Dashboard Local Indicators

**ITEM DESCRIPTION:** Included in the Board binders is the presentation for the Fall 2023 California Dashboard Local Indicators. This presentation will provide updated information regarding the California Dashboard and associated local indicator mandates. These local indicators include:

- Basic Instructional Materials, Teachers, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study


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

**PREPARED BY:** Andrew Scherrer,  
Executive Officer


**DIVISION:** Superintendent's Office  
**PHONE NUMBER:** (559) 457-3633

**CABINET APPROVAL:** Misty Her,  
Deputy Superintendent

**SUPERINTENDENT APPROVAL:**



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Fresno Unified  
School District



# California School Dashboard

Local Indicators, Annual Update

6/21/23



# State Accountability System



Priority Area	State Indicator	Local Indicator
1 – Basic Services		Basic Conditions at School
2 – Academic Standards		Implementation of State Academic Standards
3 – Parent Engagement		Annual Parent Survey and Local Rating System
4 – Student Achievement	Academic Indicator/ ELPI	
5 – Student Engagement	Chronic Absenteeism / Graduation Rate	
6 – School Climate	Suspension Rate	Local Climate Survey
7 – Access to a Broad Course of Study		Local Rating System
8 – Outcomes in a Broad Course of Study	College / Career Indicator	

# Local Performance Indicators

- ❑ Basic Services and Conditions at Schools (Priority 1)
- ❑ Implementation of State Academic Standards (Priority 2)
- ❑ Parent Engagement (Priority 3)
- ❑ Local Climate Survey (Priority 6)
- ❑ Access to a Broad Course of Study (Priority 7)



# Local Performance Indicators Ratings

Priority Area	Local Indicator	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
1 – Basic Services	Basic Conditions at School	Met	Met	<b>Met</b>
2 – Academic Standards	Implementation of State Academic Standards	Met	Met	<b>Met</b>
3 – Parent Engagement	Annual Parent Survey and Local Rating System	Met	Met	<b>Met</b>
6 – School Climate	Local Climate Survey	Met	Met	<b>Met</b>
7 – Access to a Broad Course of Study	Local Rating System	Met	Met	<b>Met</b>

# Priority 1, Basic Services and Conditions at School

Local Indicators	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Student Access to Instructional Materials	100%	100%	<b>100%</b>
Facilities Properly Maintained*	100%	100%	<b>100%</b>
Teachers Misassigned	<1%	<1%	<b>&lt;1%</b>

\*Score based on the State's Facility Inspection Tool (FIT), which is utilized to identify if a school facility is in "good repair" as defined by Ed Code 17002(d)(2). As part of the school accountability report card, districts are required to assess the safety, cleanliness, and adequacy of school facilities. "Good repair" means the facility is maintained in a manner that provides a clean, safe and functional environment.

## Priority 2, Implementation of State Academic Standards

Districts have two options for providing a summary of their progress in this area:

- ❑ Provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools
- ❑ Complete a CDE approved reflection tool with the following rating scale (lowest to highest):
  - 1 – Exploration and Research Phase
  - 2 – Beginning Development
  - 3 – Initial Implementation
  - 4 – Full Implementation
  - 5 – Full Implementation and Sustainability

# Priority 2, Implementation of State Academic Standards (Question 1)

## Recently Adopted Academic and/or Curricular Frameworks

Rate progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation	<b>Full Implementation</b>
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	<b>Full Implementation</b>
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation and Sustainability</b>
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	<b>Initial Implementation</b>
History / Social Science	Initial Implementation	Initial Implementation	<b>Full Implementation</b>

# Priority 2, Implementation of State Academic Standards (Question 2)

## Recently Adopted Academic and/or Curricular Frameworks

Rate progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Content Area	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Common Core State Standards for ELA	Full Implementation and Sustainability	Full Implementation and Sustainability	Full Implementation and Sustainability
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	Full Implementation
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	Full Implementation and Sustainability
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	Initial Implementation
History / Social Science	Initial Implementation	Initial Implementation	Full Implementation



# Priority 2, Implementation of State Academic Standards (Question 3)

## Recently Adopted Academic and/or Curricular Frameworks

Rate progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instructions aligned to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation	<b>Full Implementation</b>
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	<b>Full Implementation</b>
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation and Sustainability</b>
Next Generation Science Standards (NGSS)	Beginning Development	Initial Implementation	<b>Full Implementation</b>
History / Social Science	Initial Implementation	Initial Implementation	<b>Full Implementation</b>



# Priority 2, Implementation of State Academic Standards (Question 4)

## Other Adopted Academic Standards

Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Content Area	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Career Technical Education	Full Implementation	Full Implementation	<b>Full Implementation</b>
Health Education Content Standards	Full Implementation	Full Implementation	<b>Full Implementation</b>
Physical Education Model Content Standards	Full Implementation	Full Implementation	<b>Full Implementation</b>
Visual and Performing Arts	Initial Implementation	Initial Implementation	<b>Initial Implementation</b>
World Language	Beginning Development	Beginning Development	<b>Initial Implementation</b>

# Priority 2, Implementation of State Academic Standards (Question 5)

## Support for Teachers and Administrators

Rate the district's success at engaging in the following activities with teachers and school administrators.

Activities	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Identifying professional learning needs of groups of teachers or staff as a whole	Full Implementation	Full Implementation and Sustainability	<b>Full Implementation and Sustainability</b>
Identifying professional learning needs of individual teachers	Full Implementation	Full Implementation and Sustainability	<b>Full Implementation and Sustainability</b>
Providing support for teachers on the standards they have not yet mastered	Initial Implementation	Full Implementation	<b>Full Implementation</b>

# Priority 3, Parent Engagement

## Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Developing the capacity of staff	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Initial Implementation</b>
Creating welcoming environments	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation</b>
Supporting staff to learn about each family	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Beginning Development</b>
Developing multiple opportunities for the LEA and school sites to engage in 2-way communication	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Initial Implementation</b>

# Priority 3, Parent Engagement (cont'd)

## Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Providing professional learning and support to teachers and principals	Full Implementation	Full Implementation	<b>Initial Implementation</b>
Providing families with information and resources	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation</b>
Implementing policies or programs for teachers to meet with families and students	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Initial Implementation</b>
Supporting families to understand and exercise their legal rights	Full Implementation	Full Implementation and Sustainability	<b>Initial Implementation</b>

# Priority 3, Parent Engagement (cont'd)

## Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Building the capacity of and supporting principals and staff	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation</b>
Building the capacity of and supporting family members	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Full Implementation</b>
Providing all families with opportunities to provide input	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Initial Implementation</b>
Providing opportunities to have families, teachers, principals, and district administrators work together	Full Implementation and Sustainability	Full Implementation and Sustainability	<b>Initial Implementation</b>

# Priority 6, School Climate

## Local Climate Survey

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

2021-2022 Baseline Indicator	2021-2022 Rating	2022-2023 Rating Submission
Positive Ratings within the Student Survey “Student Engagement” Domain	79.9%	<b>77.6%</b>

### Questions in this Domain Include:

I feel like I belong at my school.

I have a voice and feel heard at my school.

I have opportunities to be part of clubs and activities at my school.

I have opportunities to be part of discussions and activities in my classroom.

Students at this school care about each other.

There is an adult at my school who cares about me.

# Priority 6, School Climate

## Local Climate Survey

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

2021-2022 Baseline Indicator	2021-2022 Rating	2022-2023 Rating Submission
Positive Ratings within the Student Survey “School Environment” Domain	73.2%	<b>71.6%</b>

### Questions in this Domain Include:

Adults at my school treat all students fairly.

I feel safe at school.

I have experienced the following forms of bullying and/or harassment, within the past thirty days:  
Physical, Verbal, or Virtual

I know the school rules and what is expected of me.

Within the past thirty days, I have been bullied or harassed because of: Appearance, Culture, Disability, Gender Identity, Race, Religion, Sexual Orientation, Other



# Priority 7, Access to a Broad Course of Study

## Local Rating System

Indicator	2020-2021 Rating	2021-2022 Rating	2022-2023 Rating Submission
Percentage of students enrolled in grades 1-6 who have access to and are enrolled in a broad course of study	100%	100%	<b>100%</b>
Percentage of students enrolled in grades 7-12 who have access to and are enrolled in a broad course of study	100%	100%	<b>100%</b>



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-57**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Present and Discuss**

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

**TITLE AND SUBJECT: Present and Discuss the District-wide Literacy Initiative and Regional Model**

**ITEM DESCRIPTION:** Staff will present the process for co-creating regional literacy plans with district-wide parameters, phases, timelines, budgets, research, and quantitative and qualitative metrics. The overview includes the involvement of the Superintendent, regional principals, and teachers in the development and implementation of documented regional literacy plans with quarterly school-site and regional data reports. The development of the regional model is designed so staff, students, and families have collective ownership in the design and implementation of our literacy initiatives.

**FINANCIAL SUMMARY:** Resources have been earmarked for the literacy initiative, and budgets will be submitted for approval no later than the September Board meeting, following the Superintendent's meetings with regional principals and his approval of the regional literacy plans.

**PREPARED BY:** Teresa Morales,  
Administrator

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

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

**SUPERINTENDENT APPROVAL:**



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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-58**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss**

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

**TITLE AND SUBJECT:** Opportunity for Public Discussion of the California School Employees Association, Chapter 125 Initial Proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement

**ITEM DESCRIPTION:** In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included in the Board binders is the California School Employees Association, Chapter 125 initial proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for formal presentation, public discussion, and acknowledgment of receipt.

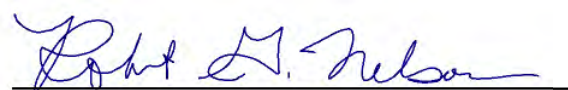
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Annarita Howell,  
Assistant Superintendent, Human Resources

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

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

**SUPERINTENDENT APPROVAL:**



## **INITIAL PROPOSAL**

of the California School Employees Association and its Fresno Chapter 125  
to the Fresno Unified School District  
for the 2023/2024 Reopener Negotiations

March 9, 2023

### **ARTICLE 9: FRINGE BENEFITS**

CSEA seeks to make improvements to the health plan.

### **ARTICLE 23: SALARY**

CSEA seeks a fair and equitable increase to the salary schedule beginning with the 23/24 year.

### **ARTICLE 29: MISCELLANEOUS**

CSEA seeks to increase the hours of the Licensed Vocational Nurses (LVN) and School Office Assistants (SOA) to 8.0 hours per day despite enrollment.

CSEA seeks to have at least one (1) eight (8.0) hour Campus Safety Assistant (CSA) at all elementary schools in the District.

CSEA seeks to increase the hours of benefitted paraprofessionals and paraeducators beginning with the 23/24 school year.

### **ARTICLE 30: PROFESSIONAL DEVELOPMENT AND TRAINING**

CSEA seeks to work with the District to establish an on-demand professional development library to provide both hard and soft skills for classified employees.

CSEA seeks to add additional in-person professional development opportunities.

CSEA seeks to add a training stipend for classified employees providing on-the-job training or other training/professional development to other staff and vendors.

All other provisions of the collective bargaining agreement in force to June 30, 2024 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-59**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss**

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

**TITLE AND SUBJECT:** Opportunity for Public Discussion of the California School Employees Association, Chapter 143 Initial Proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement

**ITEM DESCRIPTION:** In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included in the Board binders is the California School Employees Association, Chapter 143 initial proposal to the Fresno Unified School District for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for formal presentation, public discussion, and acknowledgment of receipt.

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

**PREPARED BY:** Annarita Howell,  
Assistant Superintendent, Human Resources

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

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

**SUPERINTENDENT APPROVAL:**



## INITIAL PROPOSAL

of the California School Employees Association (CSEA) and its Fresno Chapter #143  
to the Fresno Unified School District (District)  
for the 2023-2024 Reopener Contract Negotiations

March 3, 2023

### **ARTICLE 9: FRINGE BENEFITS**

CSEA seeks to make improvements to the health plan.

### **ARTICLE 12: HOURS AND OVERTIME**

CSEA seeks to continue the additional hour of work for part-time employees and the additional twenty-seven (27) work days for the Nutrition Service Managers/CSS.

### **ARTICLE 23: SALARY**

CSEA seeks a fair and equitable salary schedule increase for the 2023-2024 year.

All other provisions of the collective bargaining agreement in force to June 30, 2024 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-60**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss and Adopt**

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

**TITLE AND SUBJECT:** Opportunity for Public Discussion and Adoption of the Fresno Unified School District Initial Proposal to the California School Employees Association, Chapter 125, for the 2023/24 Reopener Agreement

**ITEM DESCRIPTION:** In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included the in the Board binders is the Fresno Unified School District initial proposal to the California School Employees Association, Chapter 125 for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for public discussion and Board adoption.

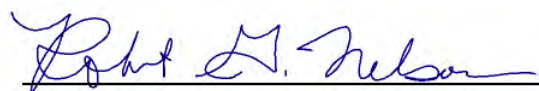
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Annarita Howell,  
Assistant Superintendent, Human Resources

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

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

**SUPERINTENDENT APPROVAL:**



**INITIAL PROPOSAL OF THE  
FRESNO UNIFIED SCHOOL DISTRICT TO  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 125 WHITE COLLAR UNIT  
REOPENER BARGAINING PROPOSAL JULY 1, 2023 – JUNE 30, 2024**

The District's Initial Proposal to the California School Employees Association, Chapter 125 White Collar Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

**Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates**

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

**Supporting Goals and Priorities**

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with CSEA, Chapter 125 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

**District Initial Proposal:**

**Article 8 – Employee Rights**

The District is interested in modifying this Article to align evaluation procedures with other bargaining units.

**Article 14 – Leave Provisions**

The District is interested in modifying this Article to establish procedures for addressing staff with high absentee rates and chronic absences (more than the annual sick leave allotment) and to make adjustments based on changes in the law.

**Economic Articles (Salary and Fringe Benefits)**

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: June 21, 2023

**AGENDA ITEM B-61**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Opportunity for Public Discussion and Adoption the Fresno Unified School District Initial Proposal to the California School Employees Association, Chapter 143, for the 2023/24 Reopener Agreement

**ITEM DESCRIPTION:** In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Included the in the Board binders is the Fresno Unified School District initial proposal to the California School Employees Association, Chapter 143 for the 2023/24 Reopener Agreement presented at the June 14, 2023, meeting of the Board of Education and returned to this agenda for public discussion and Board adoption.

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

**PREPARED BY:** Annarita Howell,  
Assistant Superintendent, Human Resources

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

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

**SUPERINTENDENT APPROVAL:**



**INITIAL PROPOSAL OF THE  
FRESNO UNIFIED SCHOOL DISTRICT TO  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 143 FOOD SERVICE UNIT  
REOPENER BARGAINING PROPOSAL JULY 1, 2023 – JUNE 30, 2024**

The District's Initial Proposal to the California School Employees Association, Chapter 143 Food Service Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

**Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates**

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

**Supporting Goals and Priorities**

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with CSEA, Chapter 143 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

**District Initial Proposal:**

**Article 14 – Leave Provisions**

The District is interested in modifying this Article to establish procedures for addressing staff with high absentee rates and chronic absences (more than the annual sick leave allotment).

**Economic Articles (Salary and Fringe Benefits)**

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.