



BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721-2287
board.fresnounified.org

AGENDA
WEDNESDAY, JANUARY 10, 2024
***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. Board Policy 5145.12 allows for the use of metal detectors. Items not permitted in the Board of Education Room are as follows: 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

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

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

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Director
 - b. Executive Director
 - c. Executive Officer
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Risk Management Litigation Report
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Receipt of a Claim Pursuant to the Government Claims Act
Claim GL23-0630-9348
 - b. Potential Case (One)

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

PLEDGE OF ALLEGIANCE

Trustee Veva Islas will lead the flag salute.

HEAR Reports from Student Board Representatives

The Board has provided an opportunity to hear comments/reports from Student Board Representatives. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be 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 regular Board Meeting on December 13, 2023. 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 Meeting Minutes

Included in the Board binders are draft minutes for the December 13, 2023, Board of Education regular meeting. 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, APPROVE Agreement with Southern Education Foundation, Inc.

Included in the Board binders is an agreement with Southern Education Foundation, Inc. As part of the outcomes-based contracting (OBC) initiative, the agreement with Southern Education Inc. will provide technical assistance to Fresno Unified School District for contract renegotiation for high-impact tutoring. Southern Education Foundation will support professional learning and establish OBC agreements for tutoring and will provide systems and coaching mechanisms for continuous improvement under OBC. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$35,000 are available in the Analysis Measurement & Accountability Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-5, APPROVE Agreement with The Stepping Stones Group

Included in the Board binders is an agreement with The Stepping Stones Group, to provide two behavior interventionists at Addams Elementary. The interventionists will be working collaboratively with Addams' Social-Emotional Support team, to help develop and implement positive behavior strategies that will support all students on campus with Tier II and Tier III social-emotional needs.

The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$75,000 are available in the Comprehensive Support and Improvement Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Addendum to Agreement with Family Foundations Counseling Services

Included in the Board binders is an addendum to the agreement with Family Foundations Counseling Services to provide educationally related mental health services (ERMHS) to students with an IEP that can be used both to support the student individually as well as their family. The IEP team must meet to decide if a student qualifies for the service and if the student will benefit from talk-therapy. Further, the team determines a goal or goals the student will be working towards during the session. Students meet with a therapist generally once a week and the needs are re-evaluated regularly. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$500,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-7, APPROVE Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

Included in the Board binders is information on Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. The project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, heat pumps, roof top units, energy management system, and central plant equipment. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) \$ 2,287,319. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,287,319 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-8, APPROVE Award of Request for Qualifications 24-17, Interpretation and Translation Services

Included in the board binders is information on Request for Qualifications (RFQ) 24-17, to qualify a pool of vendors for services in the categories of Interpretation Services and Translation Services. The district seeks to provide consistent language support for families, students, and staff districtwide by standardizing the management of all district documents, Hmong and Spanish, making translations available to staff within 72 hours, providing interpreting support to families in their home language, and students supports inside and outside of the classroom. The term is a three-year period with the option to renew for two one-year periods and will begin July 1, 2024. The Superintendent recommends approval. Fiscal impact: Sufficient one-time funds in the amount of \$487,000 are available in the Elementary and Secondary School Emergency Relief budget. An ongoing budget increase of \$145,000 is available in the Translations and Interpretation Services budget to cover the increase of interpreter support demand districtwide. Contact person: Nikki Henry, telephone 457-3733.

A-9, APPROVE List of Board Member Committees and Organizations

Included in the Board binders is a list of committees and organizations to which Board Members are appointed each year. 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-10, DENY Claim GL23-0630-9348

Included in the Board binders is a Claim for Damages by a minor, case GL23-0630-9348. 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-11, RATIFY Agreement with Alpine Academy

Included in the Board binders is an agreement with Alpine Academy for Residential Treatment and Non-Public Schools services in the amount of \$50,865. Alpine Academy provides residential treatment and non-public services for complex services in line with the high level of need and the unique nature of students' mental health conditions per their Individualized Education Programs. The term of the agreement began March 23, 2023, and ended June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$50,865 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-12, RATIFY Agreement with AMN Allied Services, LLC DBA Healthcare

Included in the Board binders is an agreement with AMN Allied Services, LLC, DBA Healthcare to provide educationally related mental health services (ERMHS) per Individual Education Plans (IEP). ERMHS can be used both to support the student individually as well as their family. It is talk-therapy designed to break down barriers keeping students from accessing their education. The IEP team must meet to decide if a student qualifies for the service and if he/she will benefit from talk-therapy. Further, the team determines a goal or goals that the student will be working towards during the sessions. Students meet with a therapist generally once a week and the needs are re-evaluated regularly. The AMN providers represent the diversity of our Special Education population (four African American, one SE Asian, one Caucasian). The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$835,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, RATIFY Agreement with Beach Cities Learning Center

Included in the Board binders is an agreement with Beach Cities Learning Center. This agreement allows Beach Cities Learning Center, LLC to provide the education of up to 23 Fresno Unified students for the 2023/24 school year. These students require intensive mental health and behavioral support that cannot be met on a comprehensive site. The students are grouped age appropriately and in small settings with staff members trained and able to support with the students' academic, behavioral, and social emotional needs.

Transportation is provided and one-on-one support as per the Individualized Education Plan. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$2,420,000 are available in the Special Education Budget. Contact person: Natasha Baker, telephone 457-3731.

A-14, RATIFY Agreement with Creative Alternatives, Inc.

Included in the Board binders is an agreement with Creative Alternative, Inc. This agreement allows Creative Alternatives to provide the education of up to 40 Fresno Unified students. These students require intensive mental health and behavioral support, and these needs cannot be met on a comprehensive site. The students are grouped age appropriately and in small settings with staff members trained and able to support with the students' academic, behavioral, and social emotional needs. Transportation is provided and one-to-one support as per the Individual Education Plan. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$2,937,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-15, RATIFY Agreement with CORE Districts

Included in the Board binders is an agreement with CORE Districts. CORE Districts works collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside high schools with data monitoring tools, change ideas, and meeting routines proven to show improvement in ninth grade on-track. CORE Districts provides access to data monitoring, a change package, improvement tools and training, stipends to school teams, learning sessions, monthly calls, as well as coaching support. Collaboratively, CORE Districts helps to create a sustainable improvement process aligned to increase positive outcomes for students and to build coherence between support offered from the district to schools so there is measurable improvement in ninth grade on-track. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$100,000 are available in the Analysis, Measurement & Accountability Department Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-16, RATIFY Agreement with Harrison Peters

Included in the Board binders is an agreement with Harrison Peters to provide support services for Asian and Pacific Islander (AAPL) leaders through Men of Color in Education Leadership (MCEL). MCEL will provide strategic mentoring services to two male AAPL principals through six, one-on-one mentoring and coaching sessions, facilitate six affinity group sessions for female and male AAPL principals, and coordinate monthly project coordination sessions with the Executive Officer of Leadership Development. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$23,500 are available in the Leadership Development Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-17, RATIFY Agreement with Institute for Excellence in Education

Included in the Board binders is an agreement with the Institute for Excellence in Education in the amount of \$15,000 for the use of Epicenter. Epicenter is a software platform that stores documentation required of ten authorized charter schools of Fresno Unified per the California Department of Education oversight requirements – EC Section 47604.32. This agreement with Fresno Unified School District began July 01, 2023, and will end June 30, 2024. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$15,000 are available in the Curriculum, Instruction, and Professional Learning Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-18, RATIFY Agreement with Shifting Perspectives, LLC

Included in the Board Binders is an agreement with Shifting Perspectives, LLC to provide support for aspiring leaders and co-administrators through a professional development series to enhance their leadership skills through an equity lens. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$153,600 are available in the Leadership Development Budget. Contact person, Deputy Superintendent Misty Her, telephone 457-3633.

A-19, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 11 presented for ratification: \$79,262

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement
Change Order 2 presented for ratification: \$17,526

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades
Change Order 1 (Sunnyside) presented for ratification: \$10,460

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing
Change Order 1 (Multi-Purpose Building) presented for ratification: \$-15,434
Change Order 2 (Multi-Purpose Building) presented for ratification: \$37,944

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$112,232 are available in the Measure M Fund for Bids 22-01, 22-45, and 23-23; and \$17,526 is available in the Elementary and Secondary School Emergency Relief III Funds for Bid 22-18. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the projects which have been completed according to plans and specifications as follows:

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement

Bid 22-42, Intrusion Security Upgrades Phase 1

Bid 22-43, Intrusion Security Upgrades Phase 2

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades

The Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Paul Idsvoog, telephone 457-3134.

A-21, RATIFY Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Primary Report

Included in the Board binders is information on purchase orders issued from October 01, 2023, through October 31, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates 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-22, RATIFY Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Supplemental Report

Included in the Board binders is information on purchase orders issued from October 01, 2023, through October 31, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates 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 approval. 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

***7:30 P.M.**

B-23, PRESENT and DISCUSS the 2022/23 Bond Annual Report

Included in the Board binders is the 2022/23 Bond Annual Report for presentation on behalf of the Citizens' Bond Oversight Committee (CBOC). The purpose of the CBOC is to inform the public concerning the expenditure of bond revenues. Its duties are to review the quarterly and annual audit reports produced by the district's independent accountant and present an annual report indicating the district's compliance with the Constitution of the State of California. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

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 REGULAR MEETING
WEDNESDAY, JANUARY 24, 2024**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

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

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

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

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



Fresno Unified School District

Date: January 10, 2024

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 2023-2024.

ELECTIONS

Certificated Personnel

1052361	Garza	Michael	Teacher, Spec Assgn	Mclane High School	1/8/2024
1074060	Gray	Shariya Lasha	Teacher, Senior High	Edison High School	11/28/2023
1084770	Her	Xai	Nurse	Health Services	10/26/2023

Classified Personnel

1084222	Aguilera	Gabriel	Driver, Bus	Transportation	12/12/2023
1081514	Arredondo	Rosa	Liaison, Home/School Spanish	Lawless Middle School 7-8	1/8/2024
1043934	Balderas	Rodolfo	Driver, Bus	Transportation	12/4/2023
1085313	Barajas Chavarin	Rosa	Paraprof, Child Development	Olmos Elementary	11/27/2023
1085324	Blair	Joseph	Manager Assistant Project	Maintenance And Operations	12/21/2023
1061377	Catano	Amerissa	Representative, Customer Services	Technology Services	12/11/2023
1085380	Delgadillo	Cecilia	Paraprof, Moderate/Severe	Lawless Middle School 7-8	1/8/2024
1083473	Dewitt	James	Driver, Bus	Transportation	12/4/2023
1082017	Garcia	Nancy	Nutrition Services Assistant	Food Services	10/24/2023
1082462	Garcia	Rita	Paraprof, Instructional Asst	Lawless Middle School 7-8	11/27/2023
1069401	Gonzales	Amelia	Assistant, Attendance Records	Bullard High School	12/4/2023
1081464	Gonzales	Leticia	Paraprof, After Schl/Ext Day	Fremont Elementary	11/13/2023
1084042	Guardiola	Rebecca	Technician, Purchasing	Purchasing Department	12/7/2023
1083698	Gutierrez	Karlynn	Lead, After Schl/Ext Day	Yokomi Elementary	11/15/2023
1082814	Her	Joseph	Custodian	Olmos Elementary	11/1/2023
1085379	Hernandez	Katrina	Specialist, Tier II Intervention	Prevention And Intervention	1/12/2024
1041413	Herrin	James	Administrator, Systems	Technology Serv/Telecom	12/4/2023
1076901	Martinez	Desiree	Assistant, Resrce Cnslg	Del Mar Elementary	11/30/2023
1082321	Martinez	Janet	Nutrition Services Assistant	Food Services	10/2/2023
1070064	Martinez Gomez	Christina	Specialist, Tier II Intervention	Prevention And Intervention	1/8/2024
1052943	McGee	Dasendra	Paraprof, Early Chldhd Mil/Mod	Anthony Elementary	12/15/2023
1083864	McKinney	Nathaniel	Assistant, Campus Safety	Bullard High School	11/29/2023
1082569	Melena Salas	Jesus	Assistant, Noontime	Roeding Elementary	11/28/2023
1085343	Mendoza	Jenay	Assistant, Noontime	Wawona K-8 School	12/8/2023
1071090	Monroy	Leah	Technician, Hi Sch Financial	Hoover High School	7/31/2017
1073166	Morgan	Najee	Assistant, Campus Safety	Burroughs Elementary	11/15/2023
1079969	Moua	Yer	Custodian	Pyle Elementary	11/20/2023
1078972	Navarro Gonzales	Elizabeth	Assistant, Noontime	Roeding Elementary	11/9/2023
1068934	Nieto	Leticia	Paraprof, Early Chldhd Mil/Mod	Storey Elementary	11/16/2023
1083867	Ortega	Valerisa	Assistant, Benefits Eligibilit	Benefits & Risk Management	11/22/2023
1082660	Penas Mundaca	Luis	Paraprof, Bilingual Spanish	Rowell Elementary	11/16/2023
1078455	Pizano	Monique	Paraprof, Mild/Moderate	Williams Elementary	11/16/2023
1075810	Quintana	Jana	Assistant, Benefits Eligibilit	Benefits & Risk Management	2/4/2019
1073724	Robb	Scott	Specialist, Technical II	Facilities Mgmt & Planning	12/20/2023
1085309	Robles Jardon	Jessica	Lead, After Schl/Ext Day	Hidalgo Elementary	12/13/2023
1085311	Rodriguez	Pablo	Paraprof, After Schl/Ext Day	Heaton Elementary	12/7/2023
1085345	Rodriguez	Yesenia	Assistant, Noontime	Sunset Elementary	12/6/2023

1085388	Ruiz-dasilva	Alejandro	Paraprof, After Schl/Ext Day	Sunset Elementary	1/8/2024
1079840	Thaoxaochay	Muajtsim	Clerk, Account II	Transportation	12/18/2023
1082403	Townsend	Stephawn	Assistant, Campus Safety	Terronez Middle School	11/27/2023
1085312	Vasquez	Jaclyn	Paraprof, After Schl/Ext Day	Homan Elementary	12/7/2023
1084167	Vongpasert	Phonesavanh	Nutrition Services Assistant	Nutrition Services	11/16/2023
1084027	Wells	John	Driver, Bus	Transportation	12/12/2023
1085310	Wilson	Tykia	Specialist, Tier II Intervention	Prevention And Intervention	12/6/2023
1081880	Winsby	Adrianna	Technician, Budget II	Instructional Services	12/7/2023
1083731	Xiong	Keng	Assistant, Office III	Transportation	12/12/2023
1082619	Yang	Andy	Custodian	Duncan Polytechnical	10/16/2023
1081640	Yang	Steve	Technician, Libr Media-Elem	Ericson Elementary	10/9/2023
1084135	Zucilla	Iveth	Technician, Purchasing	Purchasing Department	12/7/2023
1085319	Zuniga	Victoria	Paraprof, Moderate/Severe	Ericson Elementary	12/15/2023

Management Certificated

1075234	Aguilar Torres	Alondra	Counselor, School	Prev & Interv Restorative Just	10/1/2023
1085389	Loete	Cari	Manager II, Regional Instruct	Special Ed	1/9/2024
1085275	Montes Mariscal	Dayanara	Clinical School Social Worker	Prevention And Intervention	12/4/2023
1071128	Perez	Noreida	Clinical School Social Worker	Prevention And Intervention	1/4/2024
1085386	Sanchez De La Cruz	Jessica	Social Worker, School	Birney Elementary	1/8/2024
1060637	Schader	Corrina	Psychologist, School	Guidance & Psychological Svs	12/4/2023
1049777	Taylor	Coupe	Counselor, School	Edison High School	12/15/2023

Management Classified

1085274	Barajas	Tracey	Manager III, General	Human Resources	12/4/2023
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1079268	Ecker	Sierra	Teacher, Middle School	Tehipite Middle School	6/6/2024
1081693	Jennings	Jamal	Teacher, Senior High	Bullard High School	6/6/2024
1084054	Maldonado	Jessica	Nurse	Health Services	1/19/2024
1083971	Nakaguchi	Nathan	Teacher, Senior High	Roosevelt High School	11/30/2023
1080170	Padilla	Andres	Teacher, Middle School	Tehipite Middle School	1/5/2024

Classified Personnel

1031121	Adame	Lucy	Paraprof, Bilingual Spanish	Lane Elementary	12/15/2023
1077417	Arteaga	Elizabeth	Paraprof, Mild/Moderate	Roeding Elementary	12/15/2023
1084707	Arteaga	Narli	Assistant, Noontime	Leavenworth Elementary	12/6/2023
1005975	Ayers	Darla	Paraprof, Mild/Moderate	Phoenix Acad Elementary-Dclds	12/29/2023
1008546	Carraway	Janice	Paraprof, Mild/Moderate	Lincoln Elementary	6/8/2023
1076066	Chavez	Christine	Assistant, Noontime	Gibson Elementary	12/8/2023
1083085	Christopherson	Isaiah	Paraprof, Moderate/Severe	Pyle Elementary	1/1/2024
1048934	Fountain	Tolanda	Paraprof, Early Chldhd Mil/Mod	Greenberg Elementary	1/9/2024
1081093	Gomez Fuentes	Fatima	Paraprof, Bilingual Spanish	Fresno High School	12/12/2023
1081541	Gonzales	Kara	Paraprof, Instructional Asst	Yokomi Elementary	12/15/2023
1083335	Grajeda	Nicole	Paraprof, Instructional Asst	Slater Elementary	8/18/2023
1083052	Henkel	Ashley	Paraprof, Mild/Moderate	Ewing Elementary	12/15/2023
1061301	Hood	Corinne	Assistant, Office II	Maintenance And Operations	3/29/2024
1071090	Monroy	Leah	Technician, Hi Sch Financial	Hoover High School	12/29/2023
1083530	Ochoa	Alejandra	Paraprof, Mild/Moderate	Sunset Elementary	12/15/2023
1075312	Rodriguez	Alesendria	Paraprof, Instructional Asst	Greenberg Elementary	12/15/2023
1071099	Rodriguez	Matthew	Driver, Bus	Transportation	12/11/2023
1051472	Sabri	Amal	Paraprof, Moderate/Severe	Bullard High School	1/8/2024
1079167	Zhelev	Kiril	Assistant, Noontime	King Elementary	12/27/2023

Management Certificated

1069707	Arellano Guzman	Johana	Counselor, School	Scandinavian Middle School	11/28/2023
1026246	Davis	Janel	Psychologist, School	Guidance & Psychological Svs	12/29/2023
Management Classified					
1003807	Chavez	Armand	Manager II, Emerg Pln Crs Resp	School Safety/Security	12/29/2023
LEAVE REQUEST					
Certificated Personnel					
1074494	Akioyame	Jocelyn	Teacher, Elementary	Lowell Elementary	12/1/2023
1075720	Spencer	Steven	Teacher, Senior High	Roosevelt High School	12/15/2023
Classified Personnel					
1070739	Cruz	Aimee	Liaison, Home/School Spanish	Roosevelt High School	11/30/2023
Management Certificated					
1071118	Hernandez	Joanna	Clinical School Social Worker	Project Access	12/4/2023
R39-MONTH REEMPLOYMENT RIGHTS					
Certificated Personnel					
1043253	Vasquez-Madruga	Michelle	Teacher, Senior High	Duncan Polytechnical	12/4/2023
PROBATIONARY/TEMP RELEASE					
Certificated Personnel					
1082830	Garibay	Alfredo	Teacher, Lrng Hndcp, Sdc	Winchell Elementary	12/15/2023
1084003	Ortega Morales	Francisco I	Teacher, Pre-School	Lincoln Elementary	1/9/2024
1076652	Satele	Salamasina	Teacher, Senior High	Mclane High School	12/10/2023
Classified Personnel					
1063036	Hayes	Brandon	Assistant, Campus Safety	Roosevelt High School	11/27/2023
1082795	Lujan	Thai	Assistant, Campus Safety	Hoover High School	11/9/2023
PROMOTIONS					
Classified Personnel					
1078663	Alvarado	Bryan	Engineer, Systems	Technology Serv/Telecom	12/14/2023
1051812	Bustamante Hernandez	Brianda	Secretary, Administrative II	Elementary Division Area III	1/12/2024
1074634	Farrah	Dustin	Technician, Network III	Technology Serv/Telecom	12/14/2023
1037755	Lee	Thor	Plant Coordinator I	Jefferson Elementary	12/27/2023
1070053	Meza	Estefani	Assistant, Office III	Multi-Lingual/Multi-Cultural	12/11/2023
1066957	Ocegueda	Trina	Manager, Department Office	Independent Study	12/1/2023
1067730	Quezada	Eduardo	Supervisor, Bus Shop	Maintenance And Operations	12/1/2023
1078361	Salas	Claudia	Paraprof, Moderate/Severe	Aynesworth Elementary	1/22/2024
1066582	Tellez-Lumbert	Magedella	Secretary, Administrative I	College Readiness	12/15/2023
1066624	Vang	Houa	Worker, Grnds Maint I	Plant Operations	12/5/2023
1074262	Vang	Jerry	Worker, Grnds Maint I	Plant Operations	12/5/2023
1044939	Vergara	Jenny	Paraeducator, Soc Emot Intv	Wilson Elementary	12/4/2023
Management Classified					
1064317	Aguilar	Jennifer	Coordinator I, Human Resources	Human Resources	12/1/2023
1080204	Lee	Steven	Analyst I, Information Systems	Human Resources	12/11/2023
1065300	Luna	Astroberto	Administrative Analyst	Human Resources	1/2/2024
1076010	Mendoza	Shayla	Analyst, General	College Readiness	11/7/2023
1076220	Montes Jr	Stephen	Coordinator I, Human Resources	Human Resources	12/6/2023
1077917	Ojeda	Richard	Administrative Analyst	Fiscal Services	11/28/2023
1074153	Sanchez	Angel	Analyst I, Human Resources	Human Resources	12/11/2023
1078209	Sutherland	Trisha	Manager I (General)	African American Academic Acce	12/1/2023
1067555	Yang	Wilson	Coordinator I, Benefits	Benefits & Risk Management	12/8/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

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 Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the December 13, 2023, Board of Education regular meeting.

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:
Robert G. Nelson, Ed.D.





BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, 2nd FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
December 13, 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 December 13, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Islas CONVENED the Regular Board Meeting at **4:32 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 with a summary of topic are as follows:

- 1. Janell Beamon: Commented on a complaint filed in May 2023.**

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at **4:37 p.m.**

For the record, Board Member Jonasson Rosas arrived at 4:44 p.m.

For the record, Board President Islas extended Closed Session to 5:40 p.m.

Board President Islas RECONVENED the meeting to Open Session at **5:46 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 on a personnel complaint appeal to order a supplemental complaint investigation, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. ABSENT: Board Member Davis.**

PLEDGE OF ALLEGIANCE

Trustee Andy Levine led the Flag Salute.

HEAR Reports from Student Board Representatives

Due to high school finals, no reports from Student Board Representatives were heard.

HEAR Report from Superintendent

- Next week will kick off our three-week winter break and our schools have been celebrating all month. Schools have been holding fun holiday programs, events, and Hmong New Year celebrations. The magic of the season has been in full swing, and I am so grateful to our teams for bringing joy to our students, staff, and families.
- On Monday, our amazing winter camps begin their first sessions! We have skiing and snowboarding, rock climbing, junior cooking, ceramics, folklorico and hip hop, and so much more! If you are one of the thousands of students signed up to participate this winter, please make sure you show up and stick around through your full week of camp! You are going to have a blast! Parents, we are counting on you to ensure our kids get their full camp experiences! The second session will begin on January 2 – cannot wait to see you all learning and having fun!
- Over the winter break, we will be serving free meals to anyone ages 1 through 18. Meals will be available at 19 of our school sites – mostly high schools and middle schools – between 11:15 a.m. and 12:30 p.m., Monday through Friday. Sites will be closed on December 25, 26, and January 1. For a list of locations and dates please visit our website at <https://www.fresnounified.org/>.
- Teachers do not forget to register for the Winter Professional Learning Summit before you head off for break! We have tons of amazing sessions available for you to support instruction, social emotional learning, family engagement, and more! The summit is being held virtually on January 4 and 5 and teachers will be paid supplemental rates for participating. Check your Employee Zone email from Communications for the link to register.
- Community, we need you! We are working hard to recruit volunteer crossing guards for all of our school sites. With just a few hours a week, you can help us ensure our students are safe as they travel to and from school each day. If you are interested in learning more and volunteering, check in with your neighborhood school site directly or call (559) 603-1325.
- I have several recognitions and shout outs tonight!
 - I want to recognize two fantastic Fresno Unified family members as they prepare for retirement - Armand Chavez and Ed Dewitt.
 - Armand is retiring at the end of December after nearly 31 years with Fresno Unified. Armand spent nearly 31 years in our Safety Department starting as a Campus Safety Assistant at Yosemite Middle School and then on to a Lead Campus Safety Assistant at Duncan. In 2008 Armand joined the newly formed district Safety Office as a safety specialist and soon was promoted to department manager. Thank you! Armand, for your years of service in keeping our students, staff, and families safe.

- Ed is also retiring soon and has served Fresno Unified for more than 35 years! Ed assisted in the creation of the Assessment Information System, better known as AiS as well as the creation and implementation of the Student Conduct Referral portal within that same system. He was a pioneer in state reporting for the California Basic Educational Data System (CBEDS) and California School Information Services (CSIS). He also assisted with the coordination of the California Longitudinal Pupil Achievement Data System (CALPADS) which has been in operation since 2009! Among numerous other projects, Ed has continuously and selflessly mentored and supported the professional development of dozens of staff over the years. We are fortunate to have shared space with such an amazing colleague and friend – congratulations and thank you Ed!
 - Congratulations are in order to the Hoover Campus Safety Assistant team who received the Golden Nugget for Safety Excellence award from our Safety Department. They received the award for their great job implementing 5 Star Students resulting in decreased tardiness and better relationships between staff and students.
 - Last but certainly not least, a shout out to our amazing Kirk students and families who held their second annual sock drive! Led by Kirk's Black Student Union students, Kirk worked to get donations of new socks that would be donated to the Marjaree Mason Center. Let's take a quick minute to check out this great story ABC30 did on our students.
- So proud of our students and their drive to serve their community! Happy holidays to all and I hope everyone has a wonderful, restful winter break filled with family, love, and joy.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

President Islas thanked Clerk Wittrup for advocating for a turn signal in front of Starr Elementary School. Encouraged City and County partners to bring forward investments to support infrastructure safety improvements. Commented on the opportunity for parents to join the discussion during Safety Assessment meetings.

Additionally, President Islas shared that Yosemite Middle School will host a Christmas at the Southeast Pole, a community event in partnership with the Southeast Police Department.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received **zero (0)** requests to address the Board on the Consent Agenda.

On a motion by Board Member Davis, seconded by Board Member Levine, the Board approved the Consent Agenda except for agenda items A-6, A-7, A-8, A-9, A-10, A11, and A-12 which were pulled for further discussion; 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.

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 regular Board meeting on October 04, 2023.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the December 06, 2023, Board of Education regular meeting.

A-4, APPROVE Position and ADOPT Job Description of Senior Interpreter–Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual

APPROVED and ADOPTED as recommended, the job description of Senior Interpreter – Translator, Bilingual and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual placement on G-55.

A-5, APPROVE Certificated Retiree Contract for Elementary Music

APPROVED as recommended, a retiree contract for Michael Krikorian. He is a recent retiree that will provide classroom music instruction as well as teach band and string ensembles according to his areas of expertise.

A-6, APPROVE Amendment No. 4 to Employment Agreement for Superintendent Robert G. Nelson, Ed.D.

APPROVED as recommended, Amendment No. 4 to Employment Agreement for Superintendent Robert G. Nelson, Ed.D. An Oral Report on Superintendent Robert Nelson's salary and benefits was included for the Board President to present in open session as required by Government Code section 54953(c)(3).

For the record, Board President Islas read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Amendment No. 4 to the Employment Agreement between the Fresno Unified School District and Robert Nelson.

- Contract term effective July 1, 2022, through June 30, 2026.
- Annual base salary of \$378,498.22 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 7.5% career increment consistent with the career increment applicable to all management employees in the district for a total annual salary of \$406,885.64
- One-time, off salary schedule payments in the same amount and paid in the same manner as any one-time, off salary schedule payments made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026
- Lump sum, off-cycle payment in the amount of \$5,000.00
- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500.00 for 2023
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group
- Paid medical, dental and vision insurance coverage on same terms as other management employees
- Paid vacation at 25 days per year with the accrual maximum not to exceed 40 days

- Auto/Travel allowance of \$1,500 per month
- Professional dues to ACSA and a local service club of Superintendent's choice

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Levine, the Board approved agenda item A-6 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.

A-7, APPROVE Amendment No. 1 to Employment Agreement for Chief Academic Officer Natasha Baker, E.D.

APPROVED as recommended, Amendment No. 1 to Employment Agreement for Chief Academic Officer Natasha Baker, Ed.D. An Oral Report on Chief Academic Officer Natasha Baker's salary and benefits was included for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D. read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Amendment No. 1 to the Employment Agreement between the Fresno Unified School District and Natasha Baker.

- Contract term effective July 1, 2023, through June 30, 2027
- Annual base salary of \$284,131.74 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally
- One time, off schedule payments in the same amount and paid in the same manner as any one-time off schedule payments made to management employees generally which for 2024-2025 is equal to 2.5% of annual salary and for 2025-2026 is 2.5 % of annual salary

- Lump sum, off-cycle payment in the amount of \$5,000.00
- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500 for 2023
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group
- Paid medical, dental and vision insurance coverage on same terms as other management employees
- Paid vacation at 20 days per year with the accrual maximum not to exceed 40 days of vacation
- Auto/Travel allowance of \$500 per month
- Professional dues to ACSA, AERA, CAAASA, CALSA and CAAPLE

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board approved agenda item A-7 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.

A-8, APPROVE Amendment No. 1 to Employment Agreement for Chief Financial Officer Patrick Jensen

APPROVED as recommended, Amendment No. 1 to Employment Agreement for Chief Financial Officer Patrick Jensen. An Oral Report on Chief Financial Officer Patrick Jensen's salary and benefits was included for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D. read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Amendment No. 1 to the Employment Agreement between the Fresno Unified School District and Patrick Jensen.

- Contract term effective July 1, 2023, through June 30, 2027
- Annual base salary of \$241,878.83 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 6.0% career increment consistent with the career increment applicable to all management employees in the district for a total annual salary of \$256,391.61
- One-time, off schedule payments in the same amount and paid in the same manner as any one-time, off schedule payments made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026
- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500 for 2023
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group
- Paid medical, dental and vision insurance coverage on same terms as other management employees
- Paid vacation at 20 days per year with the accrual maximum not to exceed 40 days of vacation
- Auto/Travel allowance of \$500 per month
- Professional dues to ACSA and CASBO

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board approved agenda item A-8 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.

A-9, APPROVE Amendment No. 1 to Employment Agreement for Chief Operations and Labor Relations Paul Idsvoog

APPROVED as recommended, Amendment No. 1 to Employment Agreement for Chief Operations and Labor Relations Officer Paul Idsvoog. An Oral Report on the Chief Operations and Labor Relations Officer's salary and benefits was included for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D. read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Amendment No. 1 to the Employment Agreement between the Fresno Unified School District and Paul Idsvoog.

- Contract term effective July 1, 2023, through June 30, 2027
- Annual base salary of \$258,502.61 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 4.5% career increment consistent with the career increment applicable to all management employees in the district for a total annual salary of \$270,135.42
- One time, off schedule payments in the same amount and paid in the same manner as any one-time off schedule payments made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026
- Lump sum, off-cycle payment in the amount of \$5,000.00

- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500 for 2023
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group
- Paid medical, dental and vision insurance coverage on same terms as other management employees
- Paid vacation at 20 days per year with the accrual maximum not to exceed 40 days of vacation
- Auto/Travel allowance of \$500 per month
- Professional dues to ACSA and CASBO

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board approved agenda item A-9 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.

A-10, APPROVE Revised Amendment No. 1 to Employment Agreement for Deputy Superintendent Mao M. Her

APPROVED as recommended, the Revised Amendment No. 1 to Employment Agreement for Deputy Superintendent Mao Misty Her, with an addition to the Oral Report on Amendment No. 1 to the Deputy Superintendent's Employment Agreement presented in open session at the December 06, 2023, meeting. The Superintendent presented the addition to the December 06, 2023, Oral Report as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D. read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the District hereby incorporates in its entirety the Oral Report presented in open session at Board of Education's regular meeting on December 6, 2023 regarding the Deputy Superintendent's salary and fringe benefits as stated Amendment No. 1. The district further presents the following addition to the December 6, 2023, Oral Report regarding the inclusion of new language in the proposed Revised Amendment No. 1 to the Employment Agreement between the Fresno Unified School District and Misty Her as follows

- Annual base salary of \$293,319.17 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 7.5% career consistent with the career increment applicable to all management employees in the district for a total annual salary of \$315,318.11
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group

Together with the Oral Report presented on December 6, 2023, this concludes the Board's summary pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Levine, the Board approved agenda item A-10 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.

A-11, APPROVE Revised Employment Agreement for Chief Human Resources and Labor Relations David Chavez

APPROVED as recommended, the Revised Employment Agreement for David Chavez, Chief Human Resources/Labor Relations with an addition to the Oral Report on the Chief Human Resources/Labor Relations' Employment Agreement that was presented in open session at the December 06, 2023, regular meeting. The Superintendent presented the addition to the December 06, 2023, Oral Report as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D. read a statement as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district hereby incorporates in its entirety the Oral Report presented in open session at Board of Education's regular meeting on December 6, 2023, regarding the salary and fringe benefits as stated in the Chief HR/LR's Employment Agreement. The district further presents the following addition to the December 6, 2023, Oral Report regarding the inclusion of new language in the proposed Revised Employment Agreement between the Fresno Unified School District and David Chavez as follows

- Annual base salary of \$266,097.67 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 6.75% career consistent with the career increment applicable to all management employees in the District for a total annual salary of \$284,059.26
- Workday/work year reductions and corresponding reductions in salary to the same extent and in the same manner as any other employee group

Together with the Oral Report presented on December 6, 2023, this concludes the Board's summary pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board approved agenda item A-7 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.

A-12, APPROVE Agreement with Adventure Education Solutions

APPROVED as recommended, the Extended Learning Recreational Leagues Enrichment service agreement with Adventures Education Solutions.

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

Board Member Cazares requested a breakdown of costs for this agreement.

Board Member Jonasson Rosas asked if staff ensure students are selected who are not normally able to participate in activities such as skiing and snowboarding. Requested clarity as to the criteria used in the student selection process. Asked if participating students are able to keep the snow gear.

Board Member Levine echoed Member Jonasson Rosas' comments. Requested clarity as to whether staff will use a lottery selection process if the number of students interested in participating exceeds the number of openings.

Student Member Lua thanked the Board and district staff for this opportunity provided for students. Shared from personal experience snowboarding for the first time.

Board President Islas requested clarity as to if the cost of storage will decrease in subsequent years and if the decrease in storage cost would support an increase in number of openings.

Jeremy Ward was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item A-12 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.

A-13, APPROVE Agreement with the Resiliency Center of Fresno

APPROVED as recommended, an agreement with The Resiliency Center of Fresno. The Resiliency Center provides student mentoring for first graders as part of their Resilience in Student Education Program. The program currently services 31 sites and will expand to all 64 elementary schools this year.

A-14, APPROVE Multiyear Agreement for Cisco Cybersecurity Services

APPROVED as recommended, information on the multiyear agreement for Cisco Talos Incident Response and Proactive Services.

A-15, APPROVE Award of Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

APPROVED as recommended, information on Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement.

A-16, APPROVE Award of Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

APPROVED as recommended, information on Bid 24-28, Lowell Elementary School Heating, Ventilation Air Conditioning and Energy Management System Replacement.

A-17, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, a list of nine piggyback contracts for use during 2023/24 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to replacement bus parts, Nutrition Services disposable products, maintenance equipment and warehouse equipment and supplies.

A-18, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, proposed revisions for ten Board Policies (BP) and one Exhibit (E) as follows: BP 0410 Nondiscrimination in District Programs and Activities; BP 0460 Local Control and Accountability Plan; BP 1312.3 Uniform Complaint Procedures; BP 3230 Federal Grant Funds; BP 3250 Accounts Receivable Write Off Policy; BP 3320 Claims and Actions Against the District; BP 3530 Insurance Management; BP 4113.5 Telework (NEW); BP 4156.3, 4256.3, 4356.3 Employee Property Reimbursement; BP 6020 Parent Involvement; E 9270 Conflict of Interest

A-19, RATIFY Agreement with Nancy Akhavan Consulting Inc.

RATIFIED as recommended, an agreement with Nancy Akhavan Consulting Inc. to provide Paraprofessional training in early literacy skills for paraprofessionals and paraeducators.

A-20, RATIFY Agreement with St. Paul Armenian Church

RATIFIED as recommended, an agreement with St Paul Armenian Church to provide the facility space for New Employee Orientation.

A-21, RATIFY Application Services Grant from the Department of Homeland Security

RATIFIED as recommended, an award letter from the Department of Homeland Security approving the application for Fresno Adult School to provide citizenship instruction and naturalization application services. Fresno Adult School has been an awardee of this federal grant program since 2012 and has been awarded \$450,000 to continue to offer services for the period of October 01, 2023, through September 30, 2025.

A-22, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for projects as follows:

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 6 presented for ratification: \$290,136

Bid 23-31, Kisling Building Modernization
Change Order 1 presented for ratification: \$21,803

B. CONFERENCE/DISCUSSION AGENDA

B-23, PRESENT and DISCUSS Safety and Security Investments and Strategic Planning Update

For the record, the Board received zero (0) requests to address the Board on agenda item B-23.

For the record, Board members had comments/questions pertaining to agenda item B-23. A summary is as follows:

Member Cazares asked staff to notify the Board if there are needs within the safety department. Requested clarity as to if there is a substitute pool for campus safety assistants. Thanked the department for this work. Suggested staff consider having a lead teacher on the principal advisory panel. Expressed surprise the City of Fresno was not in attendance at the Safe Routes to School meetings.

Member Davis: Thanked staff for the report. Asked if the safety department has resources to purchase radar speed signs.

Member Levine requested clarity as to the training and oversight for campus safety assistants and how budget reductions will affect future trainings. Requested clarity as to what the principal advisory group will do

Member Thomas expressed appreciation for the work with campus safety assistants.

Clerk Wittrup requested clarity as to the active shooter training and if it is sufficient. Requested staff to bring forward a recommendation for a more effective active shooter training. Requested the safety team to develop a plan for students who may be immobile.

Student Member Pitcher asked for the next steps pertaining to metal detectors. Requested clarity as to whether campus safety assistants will be manning the metal detectors.

Board President Islas requested staff to review the agreements for school resource officers and Safe Routes to School. Expressed appreciation the department is seeking grant opportunities. Commented on liking the videos and requested staff to develop a video for parents regarding safe drop-off and pick-up of students at school.

B-24, DISCUSS and APPROVE Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

For the record, the Board received zero (0) requests to address the Board on agenda item B-24.

On a motion by Board Member Cazares, seconded by Board Clerk Wittrup, the appointment of Board Member Jonasson Rosas as the Board Member Voting Representative to the Fresno County Committee on School District Organization Elections 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.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the appointment of Board Member Levine as the Alternate Board Member Voting Representative to the Fresno County Committee on School District Organization Elections 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.

B-25, DISCUSS and APPROVE Appointment to the Delegate Assembly of the California School Boards Association

On a motion by Board Member Cazares, seconded by Board Member Davis, the appointment of Board Member Thomas to the Delegate Assembly of the California School Boards Association 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.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board received agenda items C-26, C-27, and C-28.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received eight (8) requests to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. Shahara Hansbur: Commented on safety concerns of students at Williams Elementary.
2. Jennifer Lopez: Spoke in support of the reinstatement of Echo Aquatics.
3. Brandon Wagoner: Spoke in support of the reinstatement of Echo Aquatics.

4. Cresta Gardea: Spoke in support of the reinstatement of Echo Aquatics.
5. Aidan Rocha: Spoke in support of the reinstatement of Echo Aquatics.
6. Nayeli Salazar: Spoke in support of the reinstatement of Echo Aquatics.
7. Emmaleigh Koers: Spoke in support of the reinstatement of Echo Aquatics.
Shared Change.org address for people interested in signing a petition.
8. Rich Harmon: Spoke in support of the reinstatement of Echo Aquatics.

ANNUAL ORGANIZATION

ORGANIZATION of the Board of Education

Superintendent Nelson presided over the organizational meeting and accepted nominations for the position of President of the Board of Education. After the election of Board President, the President presided and accepted nominations for the Clerk of the Board of Education.

For the record, Superintendent Nelson opened the call for nominations for position of President of the Board of Education.

Board Member Islas nominated Board Member Wittrup for position of President of the Board of Education. Board Member Cazares seconded the nomination.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, the Board approved to close the call for nominations for position of President of the Board of Education by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup.

For the record, the nomination for Board Member Wittrup to serve as President of the Board of Education was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup.

For the record, newly elected Board President Wittrup opened the call for nominations for position of Clerk of the Board of Education.

Board Member Cazares nominated Board Member Davis for position of Clerk of the Board of Education, seconded by Board Member Jonasson Rosas.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, the call for nominations for position of Clerk of the Board of Education was closed by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Board President Wittrup.

For the record, the nomination for Board Member Davis to serve as Clerk of the Board of Education was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Board President Wittrup.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 7:45 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Southern Education Foundation, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Southern Education Foundation, Inc.

As part of the Outcomes-Based Contracting (OBC) initiative, the agreement with Southern Education Foundation, Inc. will provide technical assistance/consulting services to Fresno Unified School District for the contracting of educational services. This support will include consulting services, district capacity building, and continuous improvement under outcomes-based contracting.

The project will consist of four categories:

- Category 1: Conduct a needs assessment to determine how to structure the project
- Category 2: Professional learning for the district and regional team
- Category 3: Establish an outcomes-based contract
- Category 4: Systems and coaching mechanisms for OBC implementation

SUMMARY: Sufficient funds in the amount of \$35,000 are available in the Analysis Measurement & Accountability Budget.

PREPARED BY: Zerina Hargrove-Brown, Ed.D.

DIVISION: Analysis, Measurement & Accountability

PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32276

Vendor Number

Southern Education Foundation Inc

Vendor Name

404-523-0001

Phone Number

From: 1/15/2024

Term (Duration)

FUSD Contract Administrator:

Zerina Hargrove-Brown

Name

101 Marietta St. NW, 16th Floor (Suite 1650) Atlanta, GA 30303

Address

Jasmine Walker

Vendor Contact

Through: 12/31/2024

AMA Dept

Site/ Dept

559-457-3958

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0602-0865-0000-3140-5899

Annual Cost \$ 35,000.00

(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 Southern Education Foundation's Outcomes Based Contracting (OBC) Initiative will provide technical assistance/consulting services to Fresno Unified School District for the contracting of educational services. This support will include the following: 1) Consulting Services, 2) District Capacity Building, and 3) Continuous Improvement under OBC.

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:** 01/10/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

[Signature]
Signed

12/11/23
Date

Reviewed & approved by **Cabinet Level Officer**

[Signature]
Signed

12/14/23
Date

Reviewed & approved by **Risk Management**

[Signature]
Signed

Dec 27, 2023
Date

Please return signed agreement back to (name/email) : Selena Rico/ Selena.Rico@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0602-0865-0000-3140-5899

District Contact Person: Zerina Hargrove-Brown

Budget Manager Approval: _____

Contractor's Vendor Name: Southern Education Foundation

Contractor's Contact Person: Leighton O'Sullivan

Contractor's Title: Chief Financial Officer

Contractor's Telephone

Number: 404-523-0001

Contractor's E-mail: losullivan@southerneducation.org

Contractor's Address: 101 Marietta St. NW, 16th Floor, (Suite 1650) Atlanta, CA 30303

This Independent Contractor Services Agreement is made and entered into effective 1/15/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Southern Education Foundation ("Contractor").

1. Contractor Services. Contractor agrees to provide

The Southern Education Foundation's Outcomes Based Contracting (OBC) Initiative will provide technical assistance/consulting services to Fresno Unified School District for the contracting of educational services. This support will include the following: 1) Consulting Services, 2) District Capacity Building, and 3) Continuous Improvement under OBC.

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 1/15/2024 , and shall terminate on 12/31/2024 . 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 35,000.0 per Flat Rate not to exceed \$ 35,000.00 . Checks will be made payable to Southern Education Foundation . 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 LO

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): \$ 35,000.00
- 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.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 LO 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, 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 LO 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: Southern Education Foundation, Inc.

Name: Leighton O'Sullivan

Address:

101 Marietta St, NW
Suite 1650
Atlanta, GA, 30303

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Southern Education Foundation

Leighton O'Sullivan
Name: Leighton O'Sullivan *, Title:* Chief Financial Officer

12.04.2023

Date

Approved As To Form:

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

Dec 27, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with The Stepping Stones Group

ITEM DESCRIPTION: Included in the Board binders is an agreement with The Stepping Stones Group, to provide two behavior interventionists at Addams Elementary. The interventionists will be working collaboratively with Addams' Social-Emotional Support team, to help develop and implement positive behavior strategies that will support all students on campus with Tier II and Tier III social-emotional needs.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$75,000 are available in the Comprehensive Support and Improvement Budget.

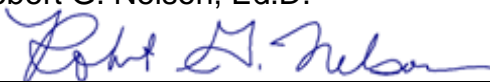
PREPARED BY: Marie Williams, Ed. D.,
Instructional Superintendent

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31127

Vendor Number

The Stepping Stones Group

123 N. Wacker Drive, Suite 1150, Chicago, IL 60606

Vendor Name

800-337-5965

Address

Jacklyn Thein

Phone Number

Vendor Contact

From: 1/11/2024

Through: 6/6/2024

Term (Duration)

FUSD Contract Administrator:

Natanska Valtierra

Addams Elementary

559-457-2510

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-3182-1005-3110-5110

Annual Cost \$ 75,000

(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 two Behavior Interventionists will work collaboratively with Addams' Social Emotional Support team to develop and implement intervention strategies (positive behavior supports) for the classroom and within the school environment to allow struggling student to integrate behaviorally into the school setting successfully.

Expected Outcome: reduction in suspension rate

Metrics that will be used to measure the success of intervention: Suspension Rate (Power BI, CA Datadashboard, ATLAS)

Targeted Groups: Students in grades TK - 6th in need of Tier 2 and Tier 3 Social Emotional supports

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: 01/10/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Natanska

11/27/2023

Signed

Date

Reviewed & approved by Cabinet Level Officer

N.B.A.

12/14/2023

Signed

Date

Reviewed & approved by Risk Management

Stacy

Dec 15, 2023

Signed

Date

Please return signed agreement back to (name/email) : natanska.valtierra@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3182-1005-3110-5110

District Contact Person: Natanska Valtierra

Budget Manager Approval: *Natanaka*

Contractor's Vendor Name: The Stepping Stones Group

Contractor's Contact Person: Jacklyn Thein

Contractor's Title: Client Services Manager

Contractor's Telephone

Number: 800-337-5965

Contractor's E-mail: Jacklyn.Thein@ssg-healthcare.com

Contractor's Address: 123 N. Wacker Drive, Suite 1150, Chicago, IL 60606

This Independent Contractor Services Agreement is made and entered into effective 1/11/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and The Stepping Stones Group ("Contractor").

1. Contractor Services. Contractor agrees to provide

The two Behavior Interventionists will work collaboratively with Addams' Social Emotional Support team to develop and implement intervention strategies (positive behavior supports) for the classroom and within the school environment to allow struggling student to integrate behaviorally into the school setting successfully.

Expected Outcome: reduction in suspension rate

Metrics that will be used to measure the success of intervention: Suspension Rate (Power BI, CA Datadashboard, ATLAS)

Targeted Groups: Students in grades TK - 6th in need of Tier 2 and Tier 3 Social Emotional supports

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 1/11/2024 , and shall terminate on 6/6/2024 . 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 \$ 50 per hour , not to exceed \$ 75,000 . Checks will be made payable to The Stepping Stones Group . 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 JT

a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16 , Lunch \$17 , Dinner \$31 . *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): \$ 75,000

f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the 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 JT

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, 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 GT 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: The Stepping Stones Group

Name: Jacklyn Thein

Address:

123 N. Wacker Drive, Suite 1150
Chicago, IL 60606

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, Chief Financial Officer

Date

CONTRACTOR

The Stepping Stones Group

Jacklyn Thein
Name: *Jacklyn Thein*, Title: Client Services Manager

11/30/2023
Date

Approved As To Form:

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

Dec 15, 2023
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Addendum to Agreement with Family Foundations Counseling Services

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Family Foundations Counseling Services to provide educationally related mental health services for students as per students' Individual Education Plans. It is talk-therapy designed to break down barriers that are keeping students from accessing their learning. This contract has been extended to include six more Educationally Related Mental Health Services providers to support both students and their families during the 180-day school year.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$500,000 are available in the Special Education Budget.

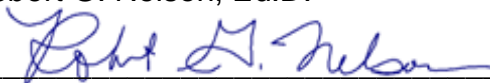
PREPARED BY: Tangee Pinheiro Ed.D.,
Instructional Superintendent

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

09730

Vendor Number

Family Foundations

Vendor Name

(559) 437-3710

Phone Number

From: 4/1/2024

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Name

2610 W. Shaw Lane #104, Fresno, CA 93711

Address

Pearl Heppner, MA, LMFT

Vendor Contact

Through: 6/30/2024

Special Education

Site/ Dept

(559) 457-3220

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

060-6546-0326-5726-3120-5110

Annual Cost \$500,000

(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:

Family Foundations provides individual, group, and family Mental Health Treatment per Individualized Education Plan (IEP), and assists with providing a therapeutic environment to students with Emotional Disturbances, etc. Addendum to increase number of Educationally Related Mental Health Services Providers by six at a rate of \$63 per hour and increase total amount of contract by \$500,000.

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:** 01/10/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Date

Please return signed agreement back to (name/email) : karina.conchas@fresnounified.org

P.O. Box 4304
Fresno, California
93744

Phone: 559-437-3710
Email: Pearl.Heppner@ffcounseling.org

2610 W. Shaw Lane
Suite 104
Fresno, CA
93711



Date: December 5, 2023

To: Fresno Unified School District, CA

This is an Addendum of the Family Foundations contract, Dated April 1, 2024 by and between Fresno Unified School District and Family Foundations. This amendment is entered as of the date the amendment is fully executed by the parties. Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2023-2024 school year.

1. This addendum in the amount of \$500,000 provides the following additional services:
 - 6 additional Educationally Related Mental Health Services Providers (ERMHS) Bill rate of \$63 per hour.
 - Current contract amount: \$1,100,000.00
 - Increased contract amount: \$500,000.00
 - Not to exceed amount: \$1,600,000.00
2. Except as modified herein, all provisions of the Agreement and prior Amendments and/or addendums, if any, shall remain in full force and effect.
3. This Amendment may be executed in separate counterparts. Delivery of any signature via telecopy or other facsimile transmission shall be deemed equivalent to physical delivery of the original signature page. Any signature page of any counterpart hereof, whether being an original signature or an electronic facsimile transmission of a signature may be appended to any other counterpart hereof to form a completely executed counterpart hereof.

4. By execution of this Amendment, each party acknowledges and agrees that it has received sufficient consideration for the agreements made herein.

The attached Addendum is hereby incorporated into the Agreement as of the date the amendment is fully executed by the parties.

AGREED AND ACCEPTED

FRESNO UNIFIED SCHOOL DISTRICT

Family Foundations

BY: _____

BY: Pearl Heppner LMFT40217
Pearl Heppner LMFT40217 (Dec 14, 2023 14:41 PST)

Name: Patrick Jensen

Name: Pearl Heppner

Title: Chief Financial Officer

Title: Executive Director

Date: _____

Date: Dec 14, 2023

Approved to Form:

Name: Stacey Sandoval

Title: Executive Director, Risk Management

Date: 

Signature: Dec 19, 2023



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

09730

Vendor Number

Family Foundations

Vendor Name

(559) 437-3710

Phone Number

From: 7/1/2023

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison, Program Manager III

Name

2610 W. Shaw Lane #104, Fresno, CA 93711

Address

Pearl Heppner, MA, LMFT

Vendor Contact

Through: 6/30/2024

Special Education Department

(559) 457-3220

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

060-6546-0326-5726-3120-5110

Annual Cost \$ 1,100,000.00

(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:

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

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 contract be submitted with Bundled Contracts? Jun Bundle

Reviewed & approved by Cabinet Level Officer:


Signed

4/25/23
Date

Reviewed & approved by Risk Management


Signed

6/5/2023
Date

Reviewed & approved by Department Head


Signed

4/25/23
Date


Please return signed agreement back to (name/email): Dora Terrazas dora.terrazas@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6546-0326-5726-3120-5110 

District Contact Person: Patrick Morrison, Program Manager III

Budget Manager Approval:  _____

Contractor's Vendor Name: Family Foundations

Contractor's Contact Person: Pearl Heppner, MA, LMFT

Contractor's Title: Executive Director

Contractor's Telephone
Number: (559)437-3710

Contractor's E-mail: Pearl.Heppner@fresnounified.org

Contractor's Address: 2610 W. Shaw Lane #104, Fresno, CA 93711

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 Family Foundations ("Contractor").

1. Contractor Services. Contractor agrees to provide

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

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. Payment. District agrees to pay Contractor at following rate of \$ 63.00 per Hour , Not to exceed \$ 1,100,000.00 . Checks will be made payable to Family Foundations . 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 PS

- 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): \$ ~~110,000.00~~ \$1,100,000.00
- 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 PS

District's initials DM 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, 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 PL District's initials PMAS

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: Family Foundations

Name: Pearl Heppner, MA, LMFT

Address:

2610 W. Shaw Lane #104
Fresno, CA 93711

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.

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

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 Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. The project will improve classroom ventilation and heating/air conditioning by replacing unit ventilators, heat pumps, roof top units, energy management system, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, 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 September 25, 2023. Notifications were sent to 127 firms plus five construction trade publications, and the district received four responses. Bids were opened on October 24, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) \$2,287,319

The total contract amount includes a \$35,000 allowance for painting and patching that may or may not be used.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,287,319 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

PREPARED BY: Ann Loorz

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

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

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



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 24-24, WAWONA MIDDLE SCHOOL HEATING, VENTILATION, AIR CONDITIONING AND ENERGY MANAGEMENT SYSTEM
REPLACEMENT

Bid Opening Date: October 24, 2023 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID WAWONA MS HVAC/ EMS REPLACEMENT	ALLOWANCE PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$2,252,319	\$35,000	\$2,287,319	\$2,287,319
Modern Air Mechanical	Merced	\$2,306,215	\$35,000	\$2,341,215	
New England Sheet Metal and Mechanical Co.	Fresno	\$2,499,000	\$35,000	\$2,534,000	
J. Boone Mechanical, Inc.	Clovis	\$2,576,000	\$35,000	\$2,611,000	

Low bid determined by combined total of the Base Bid item plus Allowance.

Staff recommends award of \$2,287,319 to Strategic Mechanical, Inc. the lowest responsive, responsible bidder for the Base Bid item and Allowance.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

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 Award of Request for Qualifications 24-17, Interpretation and Translation Services

ITEM DESCRIPTION: Included in the board binders is information on Request for Qualifications (RFQ) 24-17, to qualify a pool of vendors for services in the categories of Interpretation Services and Translation Services. The District seeks to provide consistent language support for families, students, and staff districtwide by standardizing the management of all district documents, Hmong and Spanish, making translations available to staff within 72 hours, providing interpreting support to families in their home language, and students supports inside and outside of the classroom. The Translation and Interpretation services department will continue to measure outcomes using internal requests analytics. The term is a three-year period with the option to renew for two one-year periods and will begin January 11, 2024.

The Request for Qualifications was lawfully advertised on October 11, 2023 and October 18, 2023. Qualifications were received on November 08, 2023. Notifications were sent to 76 vendors, and the district received 30 responses. Evaluation of proposals were based on qualifications including: experience, service implementation plan, insurance and regulatory matters, proof of licensure and certification, and pricing. The evaluation panel, comprised of Fresno Unified Translation and Interpretation Department, Communications Office, and Multi-Lingual & Multi-Cultural Department staff recommends approval of the following vendors:

Category A, Interpretation Services (19 qualified vendors) Estimated annual cost \$145,000

Category B, Translation Services (21 qualified vendors) Estimated annual cost \$487,000

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 one-time funds in the amount of \$487,000 are available in the Elementary and Secondary School Emergency Relief budget. An ongoing budget increase of \$145,000 is available in the Translations and Interpretation Services budget to cover the increase of interpreter support demand districtwide.

PREPARED BY: Zuleica Murrillo

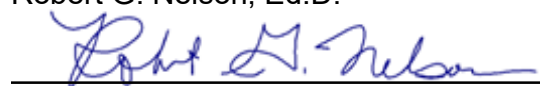
DIVISION: Translation and Interpretation Dept.
PHONE NUMBER: (559) 457-3988

CABINET APPROVAL: Nikki Henry,
Chief Information Officer

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



Nikki Henry (Dec 20, 2023 15:14 PST)



FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 24-17, INTERPRETATION AND TRANSLATION SERVICES

RFQ 24-17: CATEGORY A – INTERPRETATION SERVICES

Accent on Languages, Inc.	(Berkeley, CA)
Albourn & Associates, LLC	(Arlington, VA)
Deaf and Hard of Hearing Service Center	(Fresno, CA)
EFFECTIFF, LLC	(Walnut Creek, CA)
Flix Translations Group, LLC	(Miami, FL)
Fox Medical Case Management, dba Fox Translation Services	(Hummelstown, PA)
Hanna Interpreting Services, LLC	(Spring Valley, CA)
Homeland Language Services	(Oxnard, CA)
Homeland Security and Management Solutions, Inc. dba Dantli Corp	(Laurel, MD)
Human Touch Translations, Ltd.	(Manhasset, NY)
Interlingva, Inc.	(Sacramento, CA)
Interpreters Unlimited, Inc.	(San Diego, CA)
Jones Telepractice Agency, LLC	(Spring, TX)
Language Network, Inc.	(W Hollywood, CA)
Linguistica International, Inc.	(Kearns, UT)
Linguistica Interpreting & Translation, LLC	(Visalia, CA)
Lionbridge	(Waltham, MA)
Propio LS, LLC	(Overland Park, KS)
The Translation Company Group, LLC	(El Segundo, CA)

RFQ 24-17: CATEGORY B – TRANSLATION SERVICES

Accent on Languages, Inc.	(Berkeley, CA)
Albourn & Associates, LLC	(Arlington, VA)
EFFECTIFF, LLC	(Walnut Creek, CA)
Flix Translations Group, LLC	(Miami, FL)
Fox Medical Case Management, dba Fox Translation Services	(Hummelstown, PA)
Hanna Interpreting Services, LLC	(Spring Valley, CA)
Homeland Language Services	(Oxnard, CA)
Homeland Security and Management Solutions, Inc. dba Dantli Corp	(Laurel, MD)
Human Touch Translations, Ltd.	(Manhasset, NY)
Interlingva, Inc.	(Sacramento, CA)
Interpreters Unlimited, Inc.	(San Diego, CA)
Jones Telepractice Agency, LLC	(Spring, TX)
Language Network, Inc.	(W Hollywood, CA)
LinguaLinx Language Solutions, Inc.	(Troy, NY)
Linguistica International, Inc.	(Kearns, UT)
Linguistica Interpreting & Translation, LLC	(Visalia, CA)
Natively Fluent, Inc.	(Lake Forest, CA)
Powerling Inc.	(Cambridge, MA)
Propio LS, LLC	(Overland Park, KS)
Smartling	(New York, NY)
The Translation Company Group, LLC	(El Segundo, CA)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

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 the List of Board Member Committees and Organizations

ITEM DESCRIPTION: Included in the Board binders is a list of committees and organizations to which Board Members are appointed each year.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Department Name
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





Fresno Unified School District – Board Committee Assignments for 2024

Organization	2024 Representative
Board Bylaw Sub-Committee <ul style="list-style-type: none"> • Meeting Dates: As necessary • Purpose: The purpose of this sub-committee is to review and revise Board Bylaws and to make recommendations as needed to the Board of Education. 	CAZARES ISLAS LEVINE
California School Boards Association Delegate Assembly <ul style="list-style-type: none"> • Meeting Dates: Twice a year, in May and December, prior to the CSBA Annual Conference • Purpose: The Delegate Assembly is the primary policy-making body of the CSBA. This group elects the officers and directors of the Association, establishes procedures for the adoption and periodic resolutions of the Delegate Assembly, and transacts any other business that may come before it. 	ISLAS Appointed 01/11/23 Term 04/01/23 to 03/31/25 THOMAS Appointed 12/13/23 Term 04/01/24 to 03/31/26
Council of the Great City Schools <ul style="list-style-type: none"> • Meeting Dates: The Council holds an annual conference in the fall of each year as well as an annual legislative session at the beginning of each calendar year. • Purpose: This is a membership organization composed of 76 of the largest urban school districts in the United States. The Council is organized to study, develop, implement, advocate, and evaluate programs to improve the quality of and opportunities for public education in the nation's major cities. 	DAVIS WITTRUP
Dailey Elementary Charter School Board of Directors <ul style="list-style-type: none"> • Meeting Dates: Monthly on the 2nd Tuesday of every month at 5PM • Purpose: The Board of Directors is comprised of Board representatives from Fresno Unified, Superintendent, and community and business representatives and meets to decide on issues relating to the oversight of the Charter School. One-year term. 	DAVIS LEVINE

Fresno Unified School District – Board Committee Assignments for 2024

Organization	2024 Representative
District Audit Committee <ul style="list-style-type: none"> • Meeting Dates: Meets 4 times a year from 9AM to 12PM • Purpose: To ensure that the highest levels of internal controls are maintained in order to assure that the work of the district is carried out in an efficient and economical manner. 	<p style="text-align: center;">DAVIS JONASSON ROSAS WITTRUP</p>
Facilities Corporation <ul style="list-style-type: none"> • Meeting Dates: Once a year (February or March) • Purpose: The Corporation is a non-profit corporation organized under the General Nonprofit Corporation Law of the State of California to provide financial assistance to Fresno Unifies, a public district of the State of California, by financing the acquisition, construction, improvement and remodeling of public-school buildings and facilities for the district. 	<p style="text-align: center;">DAVIS WITTRUP</p>
Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization <ul style="list-style-type: none"> • Meeting Dates: Once a year called by the County Superintendent for the purpose of voting representative to replace a vacancy or vacancies on the committee • Purpose: The function of this committee is to consider petitions from school districts or voters concerning the reorganization of school districts, i.e., increasing boards, creating trustee areas, and/or transferring territories from one district to another. This committee also calls hearings on these matters and either makes recommendations to the State Board of Education or calls for specific matters to be placed on the ballot for local elections. 	<p style="text-align: center;">JONASSON ROSAS LEVINE (A)</p>
Fresno Regional Occupational Program (ROP) <ul style="list-style-type: none"> • Meeting Dates: Every 3rd Wednesday of every other month at 3PM – total of 5 meetings per year • Purpose: This program is administered by the County Schools Office and is a training program for students aged 16 through adult. Some of the functions of the ROP Board include approving new courses and hearing concerns regarding curriculum and financial issues. Can have up to three board members. 	<p style="text-align: center;">THOMAS</p>

(A) Alternate

Fresno Unified School District – Board Committee Assignments for 2024

Organization	2024 Representative
<p>District Legislative Committee</p> <ul style="list-style-type: none"> • Meeting Dates: First Thursday of the month (except July) from 12PM to 1:30PM <p>Purpose: These representatives are responsible for monitoring legislation of interest to or affecting school districts and reporting back to the Board of Education. Occasionally, CSBA will request school districts through their legislative representatives to support or oppose certain legislation. Can have up to three board members.</p>	<p style="text-align: center;">ISLAS LEVINE THOMAS</p>
<p>JPA Board of Directors for Center for Advanced Research & Technology (CART)</p> <ul style="list-style-type: none"> • Meeting Dates: Monthly on the 2nd Tuesday from 4PM to 6PM at CART <p>Purpose: This Board, comprised of Board representatives, Superintendents, community & business representatives from both Clovis and Fresno Unified School Districts, meets to decide on issues relating to the establishment and oversight of the CART facility.</p>	<p style="text-align: center;">WITTRUP</p>
<p>School Liaison Act Committee</p> <ul style="list-style-type: none"> • Meeting Dates: Twice a year (TBD) <p>Purpose: This Committee will meet with a goal of developing policies and practices that will improve communication between the City of Fresno and the local school governing boards of Fresno, Clovis, Sanger and Central Unified School Districts.</p>	<p style="text-align: center;">ISLAS JONASSON ROSAS CAZARES (A)</p>

(B) Alternate

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL23-0630-9348

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0630-9348. 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

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

CABINET APPROVAL: Patrick Jensen
Chief Financial Officer


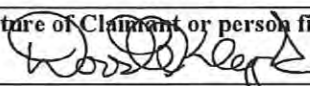
SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed. D.





FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS <ul style="list-style-type: none"> 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). Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). Read entire Claim Form before filing. Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET) 		RESERVED FOR FILING STAMP CLAIM NO: _____ 	
1. Name of Claimant <div style="text-align: center;">Minor</div>		2. DOB <div style="text-align: center;">Minor</div>	
3. Home Address of Claimant City/State <div style="text-align: center;">Minor</div>		4. Home Telephone Number <div style="text-align: center;">Minor</div>	
5. Business Address of Claimant City/State		6. Business Telephone Number	
7. Give Address of which you desire notices or communication to be sent regarding this claim: Kleczek Law Office, 825 Washington Street, Ste. 301 Oakland, CA 94607			
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Minor along with Minor classmates, were directed by their teacher to take a shortcut across an area to access the back door of another classroom. In the process, Minor had to leap over a muddy patch and accidentally leaned into an old window, causing it to shatter and resulting in severe lacerations on Minor's upper right arm, forearm, left wrist, and left hand. Minor injuries required over 100 stitches, with some lacerations needing multiple layers of stitches for complete closure.			
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: It happened on June 30, 2023 around 10: 45 a.m. Mother was called around 11 a.m.			
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. Bullard Talent K-8 School, 4950 N Harrison Ave, Fresno, CA 93704			
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: <small>The principal of Bullard Talent School informed Minor: neither that the pathway was not meant for use, and all students and staff were expected to use the designated route around the front of the building. The staff had been aware of this and had been using the shortcut during the camp. Additionally, the principal told mother the windows of the building were outdated and not shatterproof, and was informed that they should have been replaced.</small>			
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]) in excess of \$25,000.00			
13. Insurance payments received, if any, and name(s) of insurance company: <div style="text-align: center;">unknown at this time</div>			
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): <div style="text-align: center;">Total Medical Bills as of now are \$33,739.60.</div>			
15. Name and address of Witnesses, Doctors and Hospitals: <small>Kaiser Permanente 4785 N First Street, Fresno, CA 93726. Mr. Fortuna, instructor. Winnie Fletcher, from the A4 program, Catherine Aujero, Prino, Marissa Saldade, Vice Prino, and Jaylin, Supervisor.</small>			
16. Signature of Claimant or person filing: 		17. Typed Name (Relationship to Claimant) David A. Kleczek, Claimant's Attorney	
		18. Date: 12/5/2023	

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.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Alpine Academy

ITEM DESCRIPTION: Included in the Board binders is an agreement with Alpine Academy for Residential Treatment and Non-Public Schools services. Alpine Academy will provide residential, non-public services for complex services in line with the high level of need and the unique nature of students' mental health conditions per their Individualized Education Program.

The term of the contract began March 23, 2023, and ended June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,865 are available in the Special Education Budget.

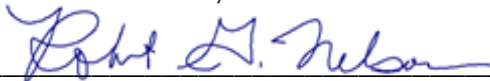
PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29568

Vendor Number

Utah Youth Village Inc. DBA Alpine Acade

1280 Whispering Horse Dr., Erda, UT 84074

Vendor Name

(435) 228-0100

Address

Angie Alvey

Phone Number

Vendor Contact

From: 3/24/23

Through: 6/30/23

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Special Education

(5659) 457-3220

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

0600-6500-0787-5721-9200-7142

060-6546-0326-5763 & 060-6546-0326-5762-3120-5110

Annual Cost \$50,865

(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:

Utah Youth Village Inc. DBA Alpine Academy is a Residential Treatment Center (RTC) and Nonpublic School (NPS) that provides specific and complex services in line with the high level of need and unique nature of the student's mental health conditions per their Individualized Education Plan (IEP). Services will include education per student's IEP, mental health support and residential accommodations.

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:** 1/10/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

Patrick Morrison

Dec 21, 2023

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

N. B. ...

Dec 21, 2023

Signed

Date

Reviewed & approved by **Risk Management**

... ..

Dec 22, 2023

Signed

Date

Please return signed agreement back to (name/email) : karina.conchas@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Special Education 060-6500-0787-5721-9200-7142,
060-6546-0326-5763-3120-5110 & 060-6546-0326-5762-3120-5110

District Contact Person: Patrick Morrison, Executive Director

Budget Manager Approval: Patrick Morrison

Contractor's Vendor Name: Utah Youth Village Inc. DBA Alpine Academy

Contractor's Contact Person: Angie Alvey

Contractor's Title: Academic Director

Contractor's Telephone

Number: (435) 228-0100

Contractor's E-mail: aalvey@alpineacademy.org

Contractor's Address: 1280 Whispering Horse Drive, Erda, Utah 84704

This Independent Contractor Services Agreement is made and entered into effective 3/24/2023

(the "Effective Date") by and between the Fresno Unified School District ("District") and Utah Youth Village Inc. DBA Alpine Academy ("Contractor").

1. Contractor Services. Contractor agrees to provide

Utah Youth Village Inc. DBA Alpine Academy is a Non-Public Residential facility that provides specific and complex services in line with the high level of need and unique nature of the student's mental health conditions per their Individualized Education Plan (IEP) Services will include education per their IEP, mental health support and residential accommodations.

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 3/24/2023 , and shall terminate on 6/30/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed \$ 50,865.00 . Checks will be made payable to Utah Youth Village Inc. DBA Alpine Academy . 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 AA

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. **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): \$ 50,865.00
- 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.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 AA 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, 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 AA 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: Alpine Academy

Name: Angie Alvey, Academic Dir.

Address:

1280 Whispering Horse Drive
Erda, Utah 84074

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, Chief Financial Officer

Date

CONTRACTOR

Utah Youth Village Inc. DBA Alpine Academy

Angie Alvey

Angie Alvey (Dec 21, 2023 12:00 MST)

Name: Angie Alvey

, Title: Academic Director

Dec 21, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 22, 2023

Date

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

Alpine Academy

MASTER CONTRACT

2022 - 2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA FRESNO UNIFIED SCHOOL DISTRICT

Contract Year 2022-2023

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2022-2023

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Fresno Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Alpine Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on 3/24/2023 between Fresno Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the FUSD SELPA and Alpine Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from 3/24/2023 to 6/30/2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to 6/30/2023. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with

the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record

access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that 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.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$2 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-

insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$2,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable

days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test (“CELDT”), the English Language Proficiency Assessments for California (“ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 2016 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’s site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school,

compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of

CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay

in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in

writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **24th** day of **April** and terminates at 5:00 P.M. on **June 30, 2023**, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Alpine Academy
Nonpublic School/Agency

Fresno Unified School District
LEA Name

By: *Angie Alvey* Dec 21, 2023
Signature Date

By: _____
Signature Date

Angie Alvey, Academic Director
Name and Title of Authorized
Representative

Patrick Jensen, Chief Financial
Officer
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Angie Alvey, Academic Director

Patrick Morrison, Executive Director

Name and Title

Name and Title

Alpine Academy

Fresno Unified School District, Special Education

Nonpublic School/Agency/Related Service Provider

LEA

1280 Whispering Horse Drive

890 S. 10th St. Bldg. C

Address

Address

Erda **Utah** **84074**
City State Zip

Fresno **CA** **93702**
City State Zip

(435) 228-0100

(559) 457-3220 **(559) 457-3299**

Phone

Phone

Fax

aalvey@alpineacademy.org

patrick.morrison@fresnounified.org

Email

Email

Additional LEA Notification
(Required if completed)

Approved As To Form

Stacey Sandoval

Dec 22, 2023

Stacey Sandoval, Executive Director
Risk Management

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR:

The CONTRACTOR: Alpine Academy

The CONTRACTOR CDS NUMBER

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

Maximum Contract Amount: \$ 50,865.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: \$ 210.00

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: n/a

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u>n/a</u>
<u>Language and Speech (415)</u>	<u></u>	<u>n/a</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u>n/a</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u></u>	<u>n/a</u>
<u>Health and Nursing: Other Services (436)</u>	<u></u>	<u>n/a</u>
<u>Assistive Technology Services (445)</u>	<u></u>	<u>n/a</u>
<u>Occupational Therapy (450)</u>	<u></u>	<u>n/a</u>
<u>Physical Therapy (460)</u>	<u></u>	<u>n/a</u>
<u>Individual Counseling (510)</u>	<u></u>	<u>n/a</u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u>n/a</u>
<u>Parent Counseling (520)</u>	<u></u>	<u>n/a</u>
<u>Social Work Services (525)</u>	<u></u>	<u>n/a</u>
<u>Psychological Services (530)</u>	<u></u>	<u>n/a</u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u>n/a</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u>n/a</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u>n/a</u>

Interpreter Services (715)		n/a
Audiological Services (720)		n/a
Specialized Vision Services (725)		n/a
Orientation and Mobility (730)		n/a
Specialized Orthopedic Services (740)		n/a
Reader Services (745)		n/a
Transcription Services (755)		n/a
Recreation Services, Including Therapeutic (760)		n/a
College Awareness (820)		n/a
Work Experience Education (850)		n/a
Job Coaching (855)		n/a
Mentoring (860)		n/a
Travel Training (870)		n/a
Other Transition Services (890)		n/a
Other (900) – Mental Health	160,00	99 days
Other (900) –Room & Board	235,00	99 days

EXHIBIT B: 2022 - 2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on 3/24/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Fresno Unified School District Nonpublic School Alpine Academy

LEA Case Manager Name: Patrick Morrison, Executive Director Phone Number 559-457-3220

Pupil Name _____
 (Last) _____ (First) _____ (M.I.) _____
 Address _____ City _____ State/Zip _____
 DOB _____ Residential Setting: _____ ☐ OTHER _____
 Parent/Guardian _____ Phone _____ (Residence) _____ (Business) _____
 Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. Nonpublic School: The average number of minutes in the instructional day will be:	<u>n/a</u>	during the regular school year
	<u>n/a</u>	during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are:	<u>210</u>	during the regular school year
		during the extended school year
3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below		
A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: \$ <u>210.00</u>		
Estimated Number of Days <u>57</u>	Daily Rate: \$ <u>210.00</u>	= PROJECTED BASIC EDUCATION COSTS: <u>\$11,970</u>

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr, Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							n/a
Language/Speech Therapy (415) a. Individual b. Group							n/a
Adapted Physical Ed. (425)							n/a
Health and Nursing: Specialized Physical Health Care (435)							n/a
Health and Nursing Services: Other (436)							n/a
Assistive Technology Services (445)							n/a
Occupational Therapy (450)							n/a
Physical Therapy (460)							n/a
Individual Counseling (510)							n/a
Counseling and guidance (515)							n/a

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							n/a
Social Work Services (525)							n/a
Psychological Services (530)							n/a
Behavior Intervention Services (535)							n/a
Specialized Services for Low Incidence Disabilities (610)							n/a
Specialized Deaf and Hard of Hearing Services (710)							n/a
Interpreter Services (715)							n/a
Audiological Services (720)							n/a
Specialized Vision Services (725)							n/a
Orientation and Mobility (730)							n/a
Braille Transcription (735)							n/a
Specialized Orthopedic Service (740)							n/a
Reader Services (745)							n/a
Note Taking Services (750)							n/a
Transcription Services (755)							n/a
Recreation Services (760)							n/a
College Awareness Preparation (820)							n/a
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							n/a
Career Awareness (840)							n/a
Work Experience Education (850)							n/a
Mentoring (860)							n/a
Agency Linkages (865)							n/a
Travel Training (870)							n/a
Other Transition Services (890)							n/a
Other (900) Mental Health Service		X		Daily	160.00	95	\$15,840.00
Other (900) Room & Board		X		Daily	235.00	95	\$23,265.00
Transportation-Emergency b. Transportation							n/a
Bus Passes							n/a

Other							n/a
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ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$39,105.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS: \$50,865.00 _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6 .Progress Reporting Quarterly Monthly Other Per IEP
Requirements: _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR-

Alpine Academy

(Name of Nonpublic School/Agency)

Angie Alvey
Angie Alvey (Dec 21, 2023 12:00 MST)

(Signature)

Dec 21, 2023

(Date)

LEA/SELPA-

Fresno Unified School District

(Name of LEA/SELPA)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Approved As To Form

Stacey Sandoval

Dec 22, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with AMN Allied Services, LLC DBA Healthcare

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District and AMN Allied Services, LLC DBA Healthcare to provide educationally related mental health services for students as per students' Individual Education Plans. This contract allows six Educationally Related Mental Health Services providers to support both students and their families during the 180-day school year.

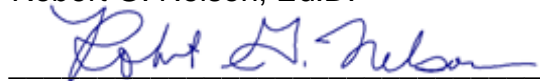
FINANCIAL SUMMARY: Sufficient funds in the amount of \$835,000 are available in the Special Education Budget.

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:
Robert G. Nelson, Ed.D.





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30884

Vendor Number

AMN Allied Services, LLC DBA Healthcare

12400 High Bluff Dr. San Diego, CA 92130

Vendor Name

(858) 465-2343

Address

Patrick O'Connor

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Special Education

(559) 457-3220

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

060-6546-0326-5862-3120-5110

Annual Cost \$835,000

(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:

AMN Allied Services, LLC DBA Healthcare will provide therapists to provide educationally related mental services to students per their Individualized Education Plan (IEP). Includes direct services as laid out in the IEP, compensatory services, and family support as needed. 6 ERMHS Providers at \$95.00 per hour for a total of 180 days for an 8 hour work day. Therapists are to work within the 8 hour work day.

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:** 01/10/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

[Signature]
Signed

12/6/2023
Date

Reviewed & approved by **Cabinet Level Officer**

[Signature]
Signed

12/14/2023
Date

Reviewed & approved by **Risk Management**

[Signature]
Signed

Dec 15, 2023
Date


Please return signed agreement back to (name/email) : karina.conchas@fresnounified.org




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6546-0326-5862-3120-5110 

District Contact Person: Patrick Morrison, Executive Director

Budget Manager Approval: 

Contractor's Vendor Name: AMN Allied Services, LLC DBA Healthcare

Contractor's Contact Person: Patrick O'Connor

Contractor's Title: Division Vice President

Contractor's Telephone

Number: (858) 465-2343

Contractor's E-mail: Sam.McCart@medtravelers.com

Contractor's Address: 12400 High Bluff Drive, San Diego, Ca 92130

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 AMN Allied Services, LLC DBA Healthcare ("Contractor").

1. Contractor Services. Contractor agrees to provide

AMN Allied Services, LLC DBA Healthcare will provide therapists to provide educationally related mental services to students per their Individualized Education Plan (IEP). Includes direct services as laid out in the IEP, compensatory services, and family support as needed. 6 ERMHS Providers at \$95.00 per hour for a total of 180 days for an 8 hour work day. Therapists are to work within the 8 hour work day.

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. Payment. District agrees to pay Contractor at following rate of 95 per hour , not to exceed \$835,000.00 . Checks will be made payable to AMN Allied Services, LLC DBA Healthcare . 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 Po

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): \$835,000
- f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the 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 PO 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, 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 PO 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: AMN Allied Services, LLC
DBA Healthcare, Inc.

Name: Patrick O'Connor, Sam McCart

Address:

12400 High Bluff Drive
San Diego, Ca 92130

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, Chief Financial Officer

Date

CONTRACTOR

AMN Allied Services, LLC DBA Healthcare

Patrick O'Connor
Patrick O'Connor (Dec 1, 2023 19:17 EST)

Name: Patrick O'Connor *Title:* Division Vice President

Dec 1, 2023

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Dec 15, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Beach Cities Learning Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with Beach Cities Learning Center, LLC to provide an alternative educational setting for Fresno Unified School District students as determined by the Individualized Education Plan teams. The Fresno location, LEARN Academy, provides small class sizes and low student to adult ratios. This setting offers the extensive behavioral and emotional support that a small percentage of our students require.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,420,000 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

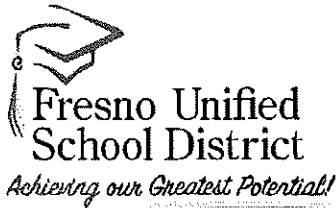
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30603

Vendor Number

Beach Cities Learning Center LLC

Vendor Name

(310) 546-4109

Phone Number

From: 8/1/2023

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Name

1434 15th St. Bldg. #C, Manhattan Beach CA 90266

Address

Dan Campbell, Executive Director

Vendor Contact

Through: 6/30/2024

Special Education

Site/ Dept

(5 59) 457-3220

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-6500-0787-5761-9200-711030-7240-0925-5001-3600-5110

Annual Cost \$2,420,020.00

(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:

Beach Cities Learning Center, LLC DBA Learn Academy is a Non-Public School (NPS) that specializes in serving students who require intensive mental health and behavior supports beyond the capacity of a traditional comprehensive school as outlined in their Individualized Education Plan (IEP). Up to 23 students for 200 school days at their Basic Education at a rate of \$176.27 per day, behavior supports at the rate of \$66.50 per hour for up to six hours and Psychologist supports at the rate of \$85.00 per hour. Meals will also be provided to students at the rate of \$11.00 per day. Transportation will be provided at the rate of \$66.80 per day, per student.

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: 01/10/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:


Signed

11/20/23
Date

Reviewed & approved by Cabinet Level Officer


Signed

12/14/2023
Date

Reviewed & approved by Risk Management


Signed

Dec 22, 2023
Date

Please return signed agreement back to (name/email): karina.conchas@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0787-5761-9200-7142 ⁴

030-7240-0925-5001-3600-3110

District Contact Person: Patrick Morrison, Executive Director

Budget Manager Approval: _____

Contractor's Vendor Name: Beach Cities Learning Center, LLC

Contractor's Contact Person: Daniel Campbell

Contractor's Title: Executive Director

Contractor's Telephone

Number: (310) 546-4109

Contractor's E-mail: dcampbell@beachcitieslc.com

Contractor's Address: 1434 15th Street, Bldg. #C, Manhattan Beach, CA 90266

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 Beach Cities Learning Center, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Beach Cities Learning Center, LLC DBA Learn Academy is a Non-Public School (NPS) that specializes in serving students who require intensive mental health and behavior supports beyond the capacity of a traditional comprehensive school as outlined in their Individualized Education Plan (IEP). Up to 23 students for 200 school days at their Basic Education at a rate of \$176.27 per day, behavior supports at the rate of \$66.50 per hour for up to six hours, and Psychologist supports at the rate of \$85.00 per hour. Meals will also be provided to students at the rate of \$11.00 per day.

Transportation will be provide at the rate of \$66.80 per day per student.

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. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed \$2,420,000.00 . Checks will be made payable to Beach Cities Learning Center, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here DC

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. **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): \$2,420,000.00
- 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.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 DC 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, 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 DC 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: Beach Cities Learning Center
, LLC DBA Learn Academy

Name: Daniel Campbell

Address:

1434 15th Street, Bldg. #C
Manhattan Beach, Ca 90266

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, Chief Financial Officer

Date

CONTRACTOR

Beach Cities Learning Center, LLC

DBA Learn Academy

Daniel Campbell
Daniel Campbell (Dec 8, 2023 13:10 PST)

Name: Daniel Campbell *Title:* Executive Director

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 22, 2023

Date

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT
Beach Cities Learning Center, LLC

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA FRESNO UNIFIED SCHOOL DISTRICT

Contract Year 2023-2024

X Nonpublic School

 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Fresno Unified School District
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Beach
Cities Learning Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between Fresno Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the FUSD SELPA and Beach Cities Learning Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that 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.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each

owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance

forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's

change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR

shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide

assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

Approved As To Form

Dec 22, 2023

CONTRACTOR

LEA



Stacey Sandoval, Executive Director
Risk Management

Beach Cities Learning Center LLC
Nonpublic School/Agency

Fresno Unified School District

LEA Name

Daniel Campbell
By Daniel Campbell (Dec 8, 2023 13:11 PST)

Signature **Date**

Daniel Campbell

**Name and Title of Authorized
Representative**

By: _____

Signature **Date**

Patrick Jensen, Chief Financial Officer

**Name and Title of Authorized
Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Daniel Campbell, Executive Director	Name and Title Patrick Morrison, Executive Director
Nonpublic School/Agency/Related Service Provider Beach Cities Learning Center LLC	LEA Fresno Unified School District
Address 1434 15th St., Building #C	Address 890 S. 10th St. Building C
City State Zip Manhattan Beach CA 90266	City State Zip Fresno CA 93702
Phone Fax (310) 546-4109	Phone Fax (559) 457-3220 (559) 457-3299
Email dcampbell@beachcitieslc.com	Email Patrick.morrison@fresnounified.org

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Beach Cities Learning Center LLC

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$2,420,020.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: \$176.27

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	<u>\$85.00</u>	<u>Per Hour</u>
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$66.50</u>	<u>Per Hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: n/a during the regular school year
n/a during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$176.27

Estimated Number of Days 200 **Daily Rate** \$176.27 = **PROJECTED BASIC EDUCATION COSTS** \$810,842.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)		XX		Daily	\$85.00	As needed	\$54,278.00
Behavior Intervention Services (535)		XX		Hourly up to 6 hrs per day	\$66.50	As needed	\$1,197,000.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Meals		XX		Daily	\$11.00	Daily	\$50,600.00
Other (900)							
Transportation		xx		Daily	\$66.80		\$307,280.00
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$1,609,158.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$2,420,000.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Beach Cities Learning Center LLC

Fresno Unified School District

Daniel Campbell

Daniel Campbell (Dec 8, 2023 13:11 PST)

(Signature)

(Date)

(Signature)

(Date)

Daniel Campbell, Executive Director

Patrick Jensen, Chief Financial Officer

Approved As To Form

Stacey Sandoval

Dec 22, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Creative Alternatives, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Creative Alternatives, Inc. Nonpublic Schools to provide an alternative educational setting for Fresno Unified School District students as determined by the Individualized Education Plan teams. Creative Alternatives and Reyn Franca School provide small class sizes and low student to adult ratios. These settings offer the extensive behavioral and emotional support that a small percentage of our students require.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,937,000 are available in the Special Education Budget.

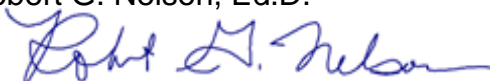
PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

07067

Vendor Number

Creative Alternatives, Inc. Nonpublic Sc

Vendor Name

(209) 668-9361

Phone Number

From: 8/1/2023

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Name

2855 Greer Road, Suite C, Turlock CA 95382

Address

Shelby Hamaguchi

Vendor Contact

Through: 6/30/2024

Special Education

(5 59) 457-3220

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

0600-6500-0787-9200-7142-030-7240-0925-5001-3600-5110

Annual Cost \$ 2,937,000.00

(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:

Creative Alternatives, Inc. is a Non-Public School (NPS) that specializes in serving students who require intensive mental health and behavior supports beyond the capacity of a traditional comprehensive school campus as outlined in their Individualized Education Plan (IEP). The vendor will provide services for up to 40 students for 200 school days at a Basic Education Rate of \$215 per day and One to One supports at \$150 per day. Transportation will also be included at the rate of \$3.00 per mile within 10 miles and \$4.50 per mile beyond 10 miles.

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:** 01/10/24
(Contracts of \$15,000.00 or more)

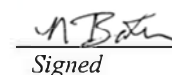
Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**


Signed

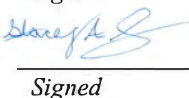
11/30/2023
Date

Reviewed & approved by **Cabinet Level Officer**


Signed

12/14/2023
Date

Reviewed & approved by **Risk Management**


Signed

Dec 22, 2023
Date

Please return signed agreement back to (name/email) : karina.conchas@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0787-5761-9200-7142

District Contact Person: Patrick Morrison, Executive Director

Budget Manager Approval: _____

Contractor's Vendor Name: Creative Alternatives, Inc. Nonpublic Schools

Contractor's Contact Person: Shelby Hamaguchi/Janice Tovar

Contractor's Title: NPS Director/Finance Director

Contractor's Telephone

Number: (209) 668-9361

Contractor's E-mail: shamaguchi@creativealternatives.org

Contractor's Address: 2855 Greer Road, Suite C., Turlock, CA 95382

This Independent Contractor Services Agreement is made and entered into effective 8/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Creative Alternatives, Inc. Nonpublic Schools ("Contractor").

1. Contractor Services. Contractor agrees to provide

Creative Alternatives, Inc., is a Non-Public School (NPS) that specializes in serving students who require intensive mental health and behavior supports beyond the capacity of a traditional comprehensive school campus as outlined in their Individualized Education Plan (IEP). The vendor will provide services for up to 40 students for 200 school days at a Basic Education Rate of \$215 per day and one to one supports at \$150 per day. Transportation will also be provided at the rate of \$3.00 per mile within 10 miles and \$4.50 per mile beyond 10 miles.

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 8/1/2023 , 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. Payment. District agrees to pay Contractor at following rate of \$ 0.00 per N/A , not to exceed \$ 2,937,000.00 . Checks will be made payable to Creative Alternatives, Inc. Nonpublic Schools . 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 it

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. **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): \$ 2,937,000.00
- 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.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 it 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, 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$1,000,000 per claim and \$2,000,000 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 jt 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: Creative Alternatives, Inc.

Name: Shelby Hamaguchi/Janice Tovar

Address:

2855 Geer Road, Suite C
Turlock, CA 95382

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, Chief Financial Officer

Date

CONTRACTOR

Creative Alternatives, Inc. Nonpublic Schools

Janice Tovar
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Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 22, 2023

Date

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

Creative Alternatives

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA FRESNO UNIFIED SCHOOL DISTRICT

Contract Year 2023-2024

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Fresno Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Creative Alternatives

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on **August 1, 2023**, between **Fresno Unified School District**, hereinafter referred to as the local educational agency (“LEA”), a member of the **FUSD SELPA** and **Creative Alternatives** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as an NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services

and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from **August 1, 2023 to June 30, 2024** (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to **June 30, 2024**. In the event the contract negotiations are not agreed to by **June 30, 2024**, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include

subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that 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.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$2,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to

LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the

provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be

allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy,

California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is a NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward

the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for

subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession

as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each

administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for

instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public

benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over

billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

Approved As To Form

CONTRACTOR

LEA

Dec 22, 2023

Creative Alternatives , Inc.
Nonpublic School/Agency

Fresno Unified School District
LEA Name

By: Shelby Hamaguchi 12/8/23
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Patrick Jensen, Chief Financial Officer
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Patrick Morrison, Executive Director
Creative Alternatives, Inc.	Name and Title
Nonpublic School/Agency/Related Service Provider	Fresno Unified School District, Special Education
2855 Geer Road, Suite C	LEA
Address	890 S. 10th St. Bldg. C
Turlock California 95382	Address
City State Zip	Fresno CA 93702
(209) 668-9361	City State Zip
Phone Fax	(559) 457-3220 (559) 457-3299
Email	Phone Fax
	Patrick.morrison@fresnounified.org
	Email

Additional LEA Notification
(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Creative Alternatives, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

Maximum Contract Amount: 2,937,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$215
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: n/a
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$150</u>	<u>Day</u>
<u>Language and Speech (415)</u>	_____	<u>n/a</u>
<u>Adapted Physical Education (425)</u>	_____	<u>n/a</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	<u>n/a</u>
<u>Health and Nursing: Other Services (436)</u>	_____	<u>n/a</u>
<u>Assistive Technology Services (445)</u>	_____	<u>n/a</u>
<u>Occupational Therapy (450)</u>	_____	<u>n/a</u>
<u>Physical Therapy (460)</u>	_____	<u>n/a</u>
<u>Individual Counseling (510)</u>	_____	<u>n/a</u>
<u>Counseling and Guidance (515)</u>	_____	<u>n/a</u>
<u>Parent Counseling (520)</u>	_____	<u>n/a</u>
<u>Social Work Services (525)</u>	_____	<u>n/a</u>
<u>Psychological Services (530)</u>	_____	<u>n/a</u>
<u>Behavior Intervention Services (535)</u>	_____	<u>n/a</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	<u>n/a</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	<u>n/a</u>
<u>Interpreter Services (715)</u>	_____	<u>n/a</u>
<u>Audiological Services (720)</u>	_____	<u>n/a</u>

<u>Specialized Vision Services (725)</u>		<u>n/a</u>
<u>Orientation and Mobility (730)</u>		<u>n/a</u>
<u>Specialized Orthopedic Services (740)</u>		<u>n/a</u>
<u>Reader Services (745)</u>		<u>n/a</u>
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		<u>n/a</u>
<u>College Awareness (820)</u>		<u>n/a</u>
<u>Work Experience Education (850)</u>		<u>n/a</u>
<u>Job Coaching (855)</u>		<u>n/a</u>
<u>Mentoring (860)</u>		<u>n/a</u>
<u>Travel Training (870)</u>		<u>n/a</u>
<u>Other Transition Services (890)</u>		<u>n/a</u>
<u>Other Transportation</u> <u>(1 way within 10 mile radius = \$3.00 beyond 10 mile is \$4.50)</u>	<u>\$3-\$4.50</u>	<u>School Year</u>
<u>Other (900)</u>		

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Fresno Unified School District Nonpublic School Creative Alternatives, Inc.

LEA Case Manager: Name Patrick Morrison, Executive Director Phone Number 559-457-3220

Pupil Name 40 students Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: n/a during the regular school year
n/a during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 _____ during the regular school year
20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$215

Estimated Number of Days 200 **x Daily Rate** \$215 = **PROJECTED BASIC EDUCATION COSTS** \$ 1,720,000.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		As Needed	\$150 per day		\$637,000
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							n/a
Social Work Services (525)							n/a
Psychological Services (530)							n/a
Behavior Intervention Services (535)							n/a
Specialized Services for Low Incidence Disabilities (610)							n/a
Specialized Deaf and Hard of Hearing Services (710)							n/a
Interpreter Services (715)							n/a
Audiological Services (720)							n/a
Specialized Vision Services (725)							n/a
Orientation and Mobility (730)							n/a
Braille Transcription (735)							n/a

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Orthopedic Service (740)							n/a
Reader Services (745)							n/a
Note Taking Services (750)							n/a
Transcription Services (755)							n/a
Recreation Services (760)							n/a
College Awareness Preparation (820)							n/a
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							n/a
Career Awareness (840)							n/a
Work Experience Education (850)							n/a
Mentoring (860)							n/a
Agency Linkages (865)							n/a
Travel Training (870)							n/a
Other Transition Services (890)							n/a
Other (900) Tr							
Other (900)							
Transportation		X		\$3.00 one way per mile within 10 mile radius. \$4.50 one way per mile outside 10 mile radius		As Needed	\$580,000.00
Bus Passes							n/a
Other							n/a

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \$1,217,000

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \$2,937,000

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Creative Alternatives
Shelby Hamaguchi 12/8/23
Shelby Hamaguchi 12/8/23 (Dec 8, 2023 10:25 PST)


(Signature) (Date)
Shelby Hamaguchi 12/8/23

(Name and Title)

Fresno Unified School District

(Signature) (Date)

(Name of Superintendent or Authorized Designee)

Approved As To Form
 Dec 22, 2023
Stacey Sandoval, Executive Director
Risk Management







Creative Alternatives Master NPS Contract 23-24

Final Audit Report

2023-12-08

Created:	2023-12-08
By:	Karina Conchas (karina.conchas@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz4VfSk_Y0lt6Zg4-yEA2wMSLoc_ChC3O

"Creative Alternatives Master NPS Contract 23 -24" History

-  Document created by Karina Conchas (karina.conchas@fresnounified.org)
2023-12-08 - 6:23:02 PM GMT
-  Document emailed to shamaguchi@creative-alternatives.org for signature
2023-12-08 - 6:24:50 PM GMT
-  Email viewed by shamaguchi@creative-alternatives.org
2023-12-08 - 6:25:09 PM GMT
-  Signer shamaguchi@creative-alternatives.org entered name at signing as Shelby Hamaguchi 12/8/23
2023-12-08 - 6:25:57 PM GMT
-  Document e-signed by Shelby Hamaguchi 12/8/23 (shamaguchi@creative-alternatives.org)
Signature Date: 2023-12-08 - 6:25:59 PM GMT - Time Source: server
-  Agreement completed.
2023-12-08 - 6:25:59 PM GMT








20240110-A-Ratify Agreement with Creative Alternatives Inc-BACKUP

Final Audit Report

2023-12-22

Created:	2023-12-15
By:	Mai Moua (mai.moua@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5s4UiHre07MEVhxcII0Ju_CaRNzib0mg

"20240110-A-Ratify Agreement with Creative Alternatives Inc-BACKUP" History

-  Document created by Mai Moua (mai.moua@fresnounified.org)
2023-12-15 - 0:03:47 AM GMT
-  Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2023-12-15 - 0:05:26 AM GMT
-  Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2023-12-15 - 9:29:49 PM GMT
-  New document URL requested by Stacey Sandoval (Stacey.Sandoval@fresnounified.org)
2023-12-22 - 4:20:13 PM GMT
-  Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2023-12-22 - 4:20:25 PM GMT
-  Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2023-12-22 - 4:21:37 PM GMT - Time Source: server
-  Agreement completed.
2023-12-22 - 4:21:37 PM GMT

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-15

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 CORE Districts

ITEM DESCRIPTION: Included in the Board binders is an agreement with CORE Districts. CORE Districts works collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside high schools with data monitoring tools, change ideas, and meeting routines proven to show improvement in ninth grade on-track. CORE Districts provides access to data monitoring, a change package, improvement tools and training, stipends to school teams, learning sessions, monthly calls, as well as coaching support.

Collaboratively, CORE Districts helps to create a sustainable improvement process aligned to increase positive outcomes for students and to build coherence between support offered from the district to schools so there is measurable improvement in ninth grade on-track.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available in the Analysis, Measurement & Accountability Department Budget.

PREPARED BY: Zerina Hargrove-Brown, Ed.D.,
Assistant Superintendent

DIVISION: Analysis, Measurement &
Accountability
PHONE NUMBER: (559) 457-3633

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



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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>48607</u>	
<u>Vendor Number</u>	
<u>CORE Districts</u>	<u>1107 9th Street, Suite 500, Sacramento, CA 95814</u>
<u>Vendor Name</u>	<u>Address</u>
<u>916-596-2548</u>	<u>Rick Miller</u>
<u>Phone Number</u>	<u>Vendor Contact</u>
<u>From: 7/1/2023</u>	<u>Through: 6/30/2024</u>
<u>Term (Duration)</u>	
<u>FUSD Contract Administrator:</u>	
<u>Zerina Hargrove-Brown</u>	<u>AMA Department</u>
<u>Name</u>	<u>Sire/Dept</u>
	<u>559-457-3987</u>
	<u>Telephone number</u>
<u>Budget (Fund-Unit-Dept.-Activity-Function-Object)</u>	<u>030-0602-0865-0000-7200-5899</u>

Annual Cost \$ 100,000.00

(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:

CORE Districts will work collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside high schools with data monitoring tools, change ideas, and meeting routines that have been proven to show improvement in 9th grade on-track. They will provide access to data monitoring, provide a change package, improvement tools and training, stipends to school teams, learning sessions, monthly calls, as well as coaching support.

Collaboratively, they will help create a sustainable improvement process that is aligned to increased positive outcomes for students and build coherence between support offered from district to schools so that there is measurable improvement in 9th grade on-track.

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: 01/10/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:

Signed 10/12/23
Date

Reviewed & approved by Cabinet Level Officer

Signed 10/16/23
Date

Reviewed & approved by Risk Management

Signed Oct 17, 2023
Date

Please return signed agreement back to (name/email): Selena Rico/ Selena.Rico@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0602-0865-0000-7200-5899

District Contact Person: Zerina Hargrove-Brown

Budget Manager Approval: _____

Contractor's Vendor Name: CORE Districts

Contractor's Contact Person: Rick Miller

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 916-596-2548

Contractor's E-mail: brenda@coredistricts.org

Contractor's Address: 1107 9th Street, Suite 500, Sacramento, CA 95814

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 CORE Districts ("Contractor").

1. Contractor Services. Contractor agrees to provide

CORE Districts will work collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside high schools with data monitoring tools, change ideas, and meeting routines that have been proven to show improvement in 9th grade on-track. They will provide access to data monitoring, provide a change package, improvement tools and training, stipends to school teams, learning sessions, monthly calls, as well as coaching support. Collaboratively, they will help create a sustainable improvement process that is aligned to increased positive outcomes for students and build coherence between support offered from district to schools so that there is measurable improvement in 9th grade on-track.

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. Payment. District agrees to pay Contractor at following rate of 100,000.00 per Flat Fee not to exceed \$ 100,000.00 . Checks will be made payable to CORE Districts . 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 RJM

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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~~ \$100,000.00
- 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 RJM 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, 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

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: CORE Districts

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

Name: Rick Miller

Address:

1107 9th Street, Suite 500
Sacramento, CA 95814

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.

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 RM 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.

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

CORE Districts

Rick Miller

Name: Rick Miller

Title: Chief Executive Officer

Oct 12 2023

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Oct 17, 2023

Date



THIS AGREEMENT (the "Agreement") is effective July 1, 2023 BETWEEN:

1. Contractor: CORE Districts (the "Contractor") doing business at 1107 9th Street, Suite 500 Sacramento, CA 95814; and
2. Client: Fresno Unified School District (the "Client") doing business at 2309 Tulare Street, Fresno, CA 93721

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Scope of Work for this Project is defined in Appendix A. Any changes to the Scope of Work must be approved in advance by the Client in writing.
2. The Services will also include any other tasks which the parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on July 1, 2023 and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2024 that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION

6. The Contractor will charge the Client a fixed fee amount of \$100,000 (the "Compensation") for Services described in Appendix A.
7. The Client will be invoiced based on a fixed fee of \$100,000 at the start of this agreement. The total fee is broken down as follows:

\$20,000 for returning BTSC school - Bullard High School
\$20,000 for returning BTSC school - Duncan High School
\$20,000 for returning BTSC school - McLane High School
\$20,000 for returning BTSC school - Roosevelt High School
\$20,000 for returning BTSC school - Sunnyside High School

**Edison, Hoover, and Fresno High will also be supported but are funded through 2024-2025 with a grant that CORE has received from the Bill and Melinda Gates Foundation. There will be no fee for Edison, Hoover, or Fresno High in 2023-2024.*

8. Invoices submitted by the Contractor to the Client will be paid within 30 days of receipt.
9. The Contractor may be reimbursed for additional expenses incurred in connection with providing Services of this agreement, upon prior written pre-approval of the Client.

CONFIDENTIALITY

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client or Contractor which would reasonably be considered to be proprietary to the Client or Contractor including, but not limited to, accounting records, business processes, and client records that are not generally known in the industry of the Client or Contractor and where release of that Confidential Information could reasonably be expected to cause harm to the Client or Contractor.
11. The Contractor and Client agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor or Client has obtained, except as authorized by the Client or Contractor, or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material (the "Intellectual Property") that is used, developed, or produced under this Agreement, will be the sole and copyrighted property of the Contractor.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.

NO EXCLUSIVITY

15. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

INDEMNIFICATION

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

18. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

20. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

21. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
22. The waiver by either Party of a breach, default or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

CORE Districts

Rick Miller Oct 12 2023

Rick Miller

Date

Fresno Unified School District

Patrick Jensen

Chief Financial Officer Date

Approved As To Form

Stacey Sandoval Oct 17, 2023

Stacey Sandoval, Executive Director
Risk Management

APPENDIX A: SCOPE OF WORK

Fresno Unified School District

Overview:

Breakthrough Success Community (BTSC) is a network of schools throughout the state of California that are collectively working to improve the percentage of students who are leaving 9th grade on-track. CORE will work collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside with the data monitoring tools, change ideas, and meeting routines that have been proven to show improvement in 9th grade on-track.

What we offer	Role of School	Role of District
<ul style="list-style-type: none">• Access to data monitoring through the CORE on-track Dashboard that provides outcome data about 9th grade students including off-track lane, attendance, relationships, and grades• Change package that includes testable changes for schools in adult teaming, 8th to 9th grade transition, relationships, and equitable grading• Improvement tools and training in an improvement methodology (Improvement Science) to help equip staff to solve problems using a discipline approach• Stipends to school teams paid by	<ul style="list-style-type: none">• Improving 9th grade on-track plays a role in the vision that the school has in improving equitable outcomes for students• The principal is actively supportive of the work of 9th grade on-track:<ul style="list-style-type: none">◦ Allows time on meeting agendas so that staff can share their learning◦ Shares the work of the team with others◦ Looks for opportunity to spread the work of the team• Attends BTSC meetings and learning sessions (as available)	<ul style="list-style-type: none">• Commitment to improving the outcome of 9th grade on-track to ensure students leave 9th grade with the widest array of options• Connect the work of BTSC to broader District initiatives to build coherence in school and district systems• Establish a BTSC contact that is positioned in the district to support principals and schools in improving 9th grade on-track• Engage in quarterly meetings to learn about the progress schools are making and reflect on district systems implications• Provide regular data sets to CORE throughout the year to

<p>CORE directly to school staff for recognition of work done</p> <ul style="list-style-type: none"> • Learning Sessions that will be held three times a year (approximately 6 days) for the BTSC School Team to develop content knowledge around 9th grade on-track, grow their improvement expertise, and connect with others across different districts that are doing similar work • Monthly calls held to share the learning of what teams are testing and learning to generate new ideas and momentum for the team • Coaching support with the most updated change ideas, data collection and ideas from other schools in the Network 	<ul style="list-style-type: none"> • The principal establishes a check-in routine with Team Leads so that they are regularly updated on the progress of the team • Clears barriers for the team so that they are positioned to do their best work. 	<p>promote school team exploration of the CORE On Track dashboard, and to guide the improvement work the schools are engaging in.</p>
What we create collaboratively		
<ul style="list-style-type: none"> • Sustainable improvement process that is aligned to increased positive outcomes for students 	<ul style="list-style-type: none"> • Coherence between support offered from district to schools so that there is measurable improvement in 9th grade on-track. 	

Cost:

- This Scope of Work is \$100,000 for the 2023-2024 school year.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-16

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 Harrison Peters

ITEM DESCRIPTION: Included in the Board binders is an agreement with Harrison Peters to provide support services for Asian & Pacific Islander (AAPI) leaders through Men of Color in Education Leadership (MCEL).

MCEL will provide strategic mentoring services to two male AAPI principals through six one-on-one mentoring and coaching sessions, facilitate six affinity group sessions for female and male AAPI principals, and coordinate monthly project coordination sessions with the Executive Officer of Leadership Development.

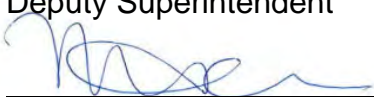
FINANCIAL SUMMARY: Sufficient funds in the amount of \$23,500 are available in the Leadership Development Budget.

PREPARED BY: Kimberly Villescáz

DIVISION: Leadership Development
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her
Deputy Superintendent

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





**Fresno Unified
School District**
Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30800

Vendor Number

Harrison Peters

Vendor Name

407-271-2233

Phone Number

From: 12/18/2023

Term (Duration)

FUSD Contract Administrator:

Kim Villescaz

Name

11471 Sunburst Marble Rd., Riverview, FL 33579

Address

mcelleaders@gmail.com

Vendor Contact

Through: 6/30/2024

Leadership Development

Site/ Dept

355-3660

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-3010-0702-1110-2140-5899

Annual Cost \$ 23,500.00

(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:

Mentoring for male API principals (six 1-on-1 mentoring/coaching sessions), Affinity Group facilitation for male and female API participants (six group sessions [2-3 hours each]), coordination with the Executive Officer of Leadership Development for monthly project coordination sessions.

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:** 1/10/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

Kimberly Villescaz
Signed

12/15/2023

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Blaise
Signed

Dec 15, 2023

Date

Please return signed agreement back to (name/email) : marissa.brito@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3010-0702-1110-2140-5899

District Contact Person: Kim Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: Harrison Peters

Contractor's Contact Person: mcelleaders@gmail.com

Contractor's Title: MCEL Co-Founder

Contractor's Telephone

Number: 407-271-2233

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

Contractor's Address: 11471 Sunburst Marble Rd., Riverview, FL 33579

This Independent Contractor Services Agreement is made and entered into effective 12/18/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Harrison Peters ("Contractor").

1. Contractor Services. Contractor agrees to provide

Mentoring for male API principals (six 1-on-1 mentoring/coaching sessions), Affinity Group facilitation for male and female API participants (six group sessions [2-3 hours each]), coordination with the Executive Officer of Leadership Development for monthly project coordination sessions.

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

3. Term. This Agreement shall begin on 12/18/2023, 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. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed \$ 23,500.00. Checks will be made payable to Harrison Peters. 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 HPM

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): \$ 23,500.00
- 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.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 HPM 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, 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: Harrison Peters

Name: Harrison Peters

Address:

11417 Sunburst Marble Rd.
Riverview, FL 33579

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, Chief Financial Officer

Date

CONTRACTOR

Harrison Peters



Name: mcelleaders@gmail.com, Title: MCEL Co-Founder

12/15/2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 15, 2023

Date

**Proposal for Leadership Development Services to Support
Asian & Pacific Islander (API) Leaders
Fresno Unified School District
November 13, 2023**

The MCEL Network- committed to fostering and enhancing the skill development of leaders of color to better their success and influence on change by gaining access to advancement opportunities- is pleased to submit a proposal to the Fresno Unified School District to continue working with its leaders of color to support their development through providing services surrounding **Quantity, Quality, and Care**.

MCEL's Provocation

Considering:

- Males of color represent 4% of the educational workforce
- Fewer males of color entering the profession
- Males of color are leaving the profession at a higher rate than other demographics
- Typically, there is a 6–7-year journey to the first administrative role

It is possible for the United States to reach an extinction-level event for Men of Color (MOC) in education leadership by the year 2030.

MCEL's Treatment

- **Quantity:** Increase the number of men of color in education leadership; Representation matters.
- **Quality:** Equip men of color with the leadership skills, knowledge and the system of support to lead complex organizations that drastically improve the success of all students
- **Care:** Support male leaders of color in navigating the unique challenges they face by creating spaces which supports being their authentic selves.

PROJECT OBJECTIVES:

- Provide strategic mentorship to Asian & Pacific Islander (API) in Fresno Unified School District.
- Empower Asian & Pacific Islander (API) leaders to work in an authentic state.
- Facilitate individual and group discussion opportunities to grapple with present-day challenges to effectively navigate and bring about positive change.
- To serve as a resource/thought partner by engaging principal supervisors and executive leaders in providing intentional support that enables leaders of color to thrive in the system.



Men of Color in Educational Leadership

PROJECT OBJECTIVES:

PROJECT SCOPE OF THE WORK-- ACTIVITIES/DELIVERABLES

1. Mentoring for male API principals - \$8,500

- a) Six one on one mentoring/coaching sessions for each participant
 - i. 2 in-person mentoring sessions
 - ii. 4 virtual (zoom) mentoring/coaching sessions
- b) 2 total participants
- c) December 2023 – June 2024
- d) Mentoring content
 - i. Problems of Practice
 - ii. Critical Thinking in Core Leadership Skills
 - iii. Socio-Emotional Support/Navigating the System
 - iv. Leading from a Place of Authenticity
 - v. Access to national MCEL network leaders

2. Affinity Group facilitation for male & female API principals - \$12,500

- a) Six affinity group session
 - i. 2 in-person sessions
 - ii. 4 virtual (zoom) sessions
- b) 2-3 hours in length
- c) December 2023 – June 2024
- d) Session content
 - i. Shared Problems of Practice
 - ii. Socio-Emotional Group Support/Navigating the System
 - iii. Leaning on Authenticity
 - iv. Exercises in Core Leadership Skills
 - v. Access to national MCEL network leaders

3. Coordination with Director of Leadership Development - \$2500

- a) Monthly project coordination sessions with Director of Leadership Development
 - a. Provide recommendations.
 - i. Align strategies to support API leaders and remove barriers
 - ii. Close communication gaps

Project Budget Summary

1. Mentoring for male API leaders	\$8,500
2. Small group development and mentoring for API leaders	\$12,500
3. Coordination with Director of Leadership Development	<u>\$2,500</u>
Total	\$23,500



Men of Color in Educational Leadership

MCEL (Men of Color in Educational Leadership)

11417 Sunburst Marble Rd

Tampa, FL 33579

harrisonpeters@mcelleaders.org

MCEL Project Staff

Ron Rapatalo will be the lead consultant on this project. Mr. Rapatalo is a child of Filipino immigrants. The only one of seven born in America, he was born and raised in NYC. His family lived and interacted with all kinds of peoples and cultures growing up. Through his family, he learned that to build authentic relationships you had to listen, ask good questions, find commonalities, share stories, and most of all, be intentionally curious. He brings that innate curiosity and authentic relationship building to his work.

Mr. Rapatalo is an active MCEL member. He is a talent shepherd, a career/executive/equity coach, a public speaker, a best-selling author, and a podcaster. Ron's work is focused on supporting leaders of color with executive searches, designing hiring processes, and coaching leaders through a wide-range of career and work challenges. Ron worked at New Leaders for seven years and was promoted four times to eventually lead the design and implementation of the Aspiring Principals Program admissions process nationally. In addition, Ron has led executive searches and recruitment campaigns nationally, recruiting and selecting hundreds of candidates to become education and nonprofit leaders.

Harrison Peters, MCEL CEO will provide project management support on this project. He is the former Superintendent of Providence Public School District and Co-Founder of MCEL. His drive for education was sparked by one 10th grade teacher who said he was not college material and another who said, "I love you, I believe in you, and I refuse to allow you to fail." His work in large complex school districts, including Charlotte-Mecklenburg, Chicago Public, Houston Independent, and Hillsborough County (Tampa), afforded him the opportunities and challenges of transforming some of the toughest schools in the country. With student success as his "north star," Harrison is convinced that within every child lies an endless potential that, when given the right support, can produce extraordinary results.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-17

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 Institute for Excellence in Education

ITEM DESCRIPTION: Included in the Board binders is an agreement with the Institute for Excellence in Education in the amount of \$15,000. The Institute provides consulting and technical support to the Charter Office related to its use of Epicenter. Epicenter is a software platform that stores documentation required of Fresno Unified's ten authorized charter schools per the California Department of Education oversight requirements – Education Code (EC) Section 47604.32. The annual cost per school site license is \$1,500.

Charter School documentation requests throughout the year include enrollment, fiscal and attendance records, and other areas specific to Charter school oversight.

The agreement began July 01, 2023, and will end June 30, 2024.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$15,000 are available in the Curriculum, Instruction, and Professional Learning Budget.

PREPARED BY: Marie Williams, Ed.D.,
Instructional Superintendent

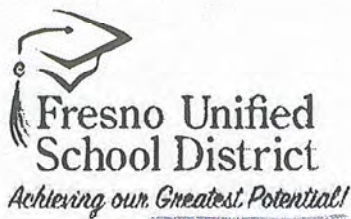
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30311

Vendor Number

Institute for Excellence in Education, d

711 W. Pickard Street, Suite M, Mt Pleasant, Michigan 48858

Vendor Name

989-317-3510

Address

Jacklyn Mullikin

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Felicia Olais

Charter Office

559-457-3923

Name

Sitel Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0606-0700-0000-7200-5899

Annual Cost \$ 15,000

(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:

A professional Services Agreement By and Between Fresno Unified and the Institute for Excellence in Education, dba National Charter Schools Institute for the consulting and technical support related to the Charter Office's use of the web-based software system, Epicenter. This agreement will commence July 1, 2023 and end on June 30, 2024. The agreement may renew July 1st of each subsequent year, unless either party provides 90 days written notice.

Please indicate where the work will be performed: Choose Best Description

Date Item is to appear on **Board of Education Agenda:** 01/10/24 Will this contract be submitted with Bundled Contracts? Jun Bundle
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

N. B. ...
Signed

12/14/2023

Date

Reviewed & approved by Risk Management

Joseph ...
Signed

Dec 21, 2023

Date

Reviewed & approved by Department Head

Santino Ceballos
Signed

12/8/2023
Date

Please return signed agreement back to (name/email): santino.cebillos@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0606-0700-0000-7200-5899

District Contact Person: Felicia Olais

Budget Manager Approval: Felicia Olais

Contractor's Vendor Name: Institute for Excellence in Education, o

Contractor's Contact Person: Jacklyn Mullikin

Contractor's Title: Vice President of Finance & Administration

Contractor's Telephone

Number: 989-317-3510

Contractor's E-mail: jmulikin@ieeteam.org

Contractor's Address: 711 W. Pickard Street, Suite M, Mt Pleasant, Michican 48858

This Independent Contractor Services Agreement is made and entered into effective 7/1/23 (the "Effective Date") by and between the Fresno Unified School District ("District") and Institute for Excellence in Education, dba National Charter Schools Institute ("Contractor").

1. Contractor Services. Contractor agrees to provide


A professional Services Agreement By and Between Fresno Unified and the Institute for Excellence in Education, dba National Charter Schools Institute for the consulting and technical support related to the Charter Office's use of the web-based software system, Epicenter. This agreement will commence July 1, 2023 and end on June 30, 2024. The agreement may renew July 1st of each subsequent year, unless either party provides 90 days written notice.

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 7/1/23, and shall terminate on 6/30/24. 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 \$1,500 per school not to exceed \$ 15,000. Checks will be made payable to Institute for Excellence in Education, dba National Charter Schools Institute. 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 \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16, Lunch \$17, Dinner \$31. *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): \$15,000
- f. Other _____

6. Employment. Are you a current FUSD employee?

☐ Yes

☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?

☐ Yes

☒ No


8. California Residency. Contractor is a resident of the state of California:

☐ Yes

☒ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the 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 

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, 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.

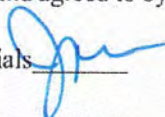
a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind 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 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: Institute for Excellence in Educa

Name: Jacklyn Mullikin

Address:

711 W. Pickard Street, Suite M
Mt. Pleasant, MI 48858

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

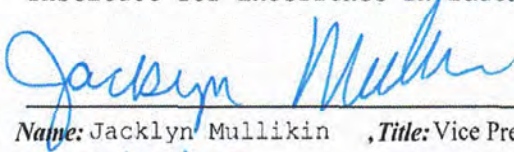
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR


Institute for Excellence in Educa


Name: Jacklyn Mullikin , Title: Vice President of Finance &

12/17/23

Date

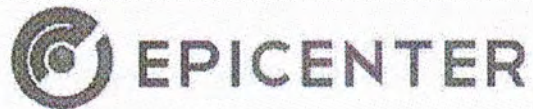
Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 21, 2023

Date



Professional Services Agreement

Whereas, this **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") between the **Institute for Excellence in Education, dba National Charter Schools Institute** (hereafter referred to as the "Institute"), and **Fresno Unified School District** (hereafter referred to as the "Client") as made effective as of **July 1, 2023**.

Whereas, the Institute's principal place of business is located at 711 West Pickard Street, Suite M, Mt. Pleasant, Michigan 48858, and the Client's principal place of business is located at the following address:

Client Name: Fresno Unified School District

Contact: Patrick Jensen

Address: 1350 M. Street Fresno California 93721

Whereas, the Client and the Institute share a common vision for educational excellence and wish to work together to implement an innovative web-based software system known as Epicenter.

Services ("Services") to be Performed:

1.1 The Institute will provide the Client with consulting and technical support related to its use of Epicenter.

1.2 The Institute will provide the Client with the leadership, guidance and support necessary to setup and configure Epicenter. This includes the following:

- 1.2.1** Working with the Client to develop and incorporate into Epicenter an annual calendar of oversight requirements, including the file type, meta-data and due date(s) associated with each requirement.
- 1.2.2** Working with the Client to identify and populate the entities to be included in Epicenter, including schools, boards and EMO/CMOs.
- 1.2.3** Working with the Client to identify, define and customize the file and data types to be incorporated into Epicenter, including any related metadata.
- 1.2.4** Working with the Client to configure workflow processes and procedures, including any related notification, submission, review and acceptance protocols.

1.2.5 Working with the Client to configure security protocols by user, entity and file type.

1.3 The Institute will provide the Client and its authorized personnel with access to and use of Epicenter.

1.4 The Institute will provide the Client with the orientation, training and support services necessary to use Epicenter.

1.5 The Institute will ensure Epicenter's Help Desk and support team are available to the Client during normal business hours (8 a.m. to 5 p.m. EDT) or at other times as requested by the Client.

1.6 The Institute will ensure Epicenter is accessible to the Client 24 hours per day, 7 days per week, 365 days per year, except for any planned outages that the Institute will inform the Client of in advance.

1.7 The Institute will ensure Epicenter is supported with a professional service level that meets or exceeds industry best practice standards, and complies with applicable state and federal requirements.

1.8 Epicenter is currently deployed as a single instance in the Azure hosting environment. The entire environment is isolated/separated logically from all other systems by a fully monitored, HIPAA-compliant firewall within an environment backed by HIPAA, PCI, SSAE 16, SOC 1, SOC 2, and SOC 3 audits.

2. Client Obligations:

2.1 The Client will work in good faith with the Institute to provide the information necessary to properly setup and configure Epicenter so that it functions in accordance with the Client's practices and user security protocols.

2.2 The Client will provide the Institute with timely, accurate and complete information at all times and provide the Institute with feedback regarding how Epicenter is meeting its needs.

2.3 The Client is responsible for safeguarding the passwords related to Epicenter and protecting them from disclosure to any unauthorized user(s).

2.4 The Client will not, nor will the Client authorize, permit or allow others to (i) reverse engineer, decompile or disassemble the web-based software system known as Epicenter, or otherwise attempt to discover any source code or any trade secrets related to Epicenter; (ii) modify or make derivative works of Epicenter; (iii) sell, lease, license, distribute or sublicense Epicenter; (iv) alter, obscure or modify any trademark or proprietary notice related to Epicenter; or (v) create Internet "links" or "frame" or "mirror" any content from Epicenter.

3. Term of Agreement:

3.1 The term of this Agreement shall begin July 1, 2023
and end June 30, 2024

3.2 In the event this Agreement is terminated or not renewed by the Client: (a) the access and use of Epicenter by the Client and its authorized charter public schools will cease, and (b) the Institute will have no further obligation to provide Services to the Client or its authorized charter public schools. To the extent the Client requests the Institute to continue providing any Services after the discontinuation of this Agreement, all of the terms and conditions in this Agreement, including the Client's obligation to pay all compensation associated with such Services, will continue to apply.

4. Compensation and Terms of Payment:

4.1 The Client agrees to pay the Institute for the Services detailed in this Agreement the annual per school cost for its schools, in accordance with the pricing section 4.3. If services begin in the middle of the school year the fee will be prorated by month.

4.2 When this agreement includes Scorecard(s) or Application Feature, the Project Lead or equivalent will be asked to sign an agreed upon setup plan. Any variations to the Scorecard(s) by the Client after the review stages and sign offs is complete may result in additional costs and/or delayed timelines. There are no other costs associated with this Agreement for Epicenter hosting services.

4.3 If the Client wishes to renew this Agreement for subsequent years as detailed in section 3.2, the annual cost for each subsequent year will be determined according to the following pricing schedule.

Annual Cost for Terms Through 6/30/2024	\$1,500 per school
Annual Cost for Terms Beyond 6/30/2024	Present Day Cost

4.4 For each subsequent year the Client renews this Agreement, the Institute will invoice the Client on July 1st for the annual cost according to the pricing schedule detailed in section 4.3.

5. Data Ownership:

5.1 The Institute acknowledges that the data and documents generated and stored in Epicenter under this Agreement are owned by the Client. Upon termination of this Agreement and upon request from the Client, the Institute will provide electronic copies of all data and documents in the removable media form provided by the Client.

6. The Family Educational Rights and Privacy Act:

6.1 The Institute shall maintain student information in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). If applicable, the Client agrees to comply with all FERPA requirements prior to providing the Institute with any student education records.

7. Confidentiality and Non-Disclosure:

7.1 The Institute understands that while providing the Services identified in this Agreement, the Institute may have access to confidential and/or proprietary information of the Client. The Institute agrees to maintain the confidentiality and privacy of this information and further agrees not to use any of this information for any reason other than the performance of the Services outlined in this Agreement or for educational research authorized by the Client.

7.2 The Institute agrees that all confidential information will remain in a secure location under the control of the Institute at all times. Once the legitimate needs for the Institute's access to this information has ended, the Institute agrees to promptly remove and destroy all confidential and/or proprietary information in its possession and return control of this information to the Client.

8. Proprietary Rights:

The Institute's Proprietary Materials involve valuable Proprietary Rights of the Institute. Other than the access and use of Epicenter identified in this Agreement, no right, title or interest in or to any of the Institute's Proprietary Materials or Proprietary Rights is transferred to the Client under this Agreement. Without limiting the generality of the foregoing, the Institute owns all rights, title and interest in all Institute Proprietary Materials and all Proprietary Rights therein.

9. Indemnification:

9.1 The Institute will indemnify, defend and hold harmless the Client and the Client's directors, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any claim by any third party that Epicenter infringes any proprietary

rights (provided that with respect to patents, only U.S. patents are covered under this indemnification) of such third party. The Institute will have no obligation under the preceding sentence to the extent (a) Epicenter has been modified by anyone other than the Institute, or (b) Epicenter is used in combination with any other products or services and, but for use in such combination, it would not otherwise infringe.

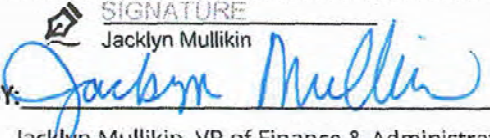
9.2 The Client will indemnify, defend and hold harmless the Institute and the Institute's directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with (a) any breach by the Client of any provision of this Agreement, (b) any breach or alleged breach by the Client of any agreement or contract or alleged agreement or contract between the Client and any third party, (c) the Client's use of Epicenter, or (d) use of Epicenter by any third party.

10. Entire Agreement:


This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Institute and the Client with regard to the subject matter hereof. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the parties to be bound.

The parties have caused this Agreement to be executed as of the day and year first written above.

NATIONAL CHARTER SCHOOLS INSTITUTE


BY: Jacklyn Mullikin
Jacklyn Mullikin, VP of Finance & Administration

Date: 12/7/23


BY: _____
Patrick Jensen, Chief Financial Officer

Date: _____

Approved As To Form



Dec 21, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-18

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 Shifting Perspectives, LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Shifting Perspectives, LLC, to provide support for aspiring leaders and co-administrators.

Shifting Perspectives has developed comprehensive professional learning sessions for aspiring leaders and co-administrators to enhance their leadership skills through an equity lens. The sessions include in-person visits and multiple planning/feedback sessions with district leadership.

Aspiring leaders will be able to explore their future role as equity-centered leaders and acquire the necessary skills to lead with equity. Additionally, co-administrators can improve their ability to lead equitably and foster a culture of equity aligned with the district's values.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$153,600 are available in the Leadership Development Budget.

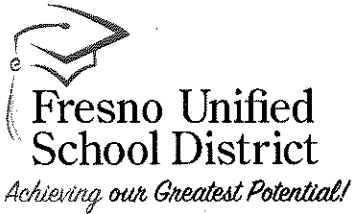
PREPARED BY: Kimberly Villescaz

DIVISION: Leadership Development
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her
Deputy Superintendent

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32051

Vendor Number

Shifting Perspectives, LLC

Vendor Name

402-690-7734

Phone Number

From: 01/01/2024

Term (Duration)

FUSD Contract Administrator:

Kim Villescaz

Name

13509 South 46th Street, Papillion, NE 68133

Address

Dwayne Chism

Vendor Contact

Through: 06/30/2024

Leadership Development

355-3660

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object)

060 - 3213 - 0702 - 1110 - 2140 - 5899

Annual Cost 153600

(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:

Shifting Perspectives will provide professional learning sessions to San Diego State and National University Cohorts and co-admin in Spring 2024 to enhance their leadership skills. The sessions will include in-person visits and multiple planning/feedback sessions with District leadership.

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:** 01/10/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

Kimberly Villescaz

12/15/2023

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Dec 15, 2023

Signed

Date

Please return signed agreement back to (name/email) : marissa.brito@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060 - 3213 - 0702 - 1110 - 2140 - 5899

District Contact Person: Kim Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: Shifting Perspectives, LLC

Contractor's Contact Person: Dwayne Chism

Contractor's Title: Consultant

Contractor's Telephone
Number: 402-690-7734

Contractor's E-mail: jboyd@growinganotherperspective.org

Contractor's Address: 13509 South 46th Street, Papillion, NE 68133

This Independent Contractor Services Agreement is made and entered into effective 01/01/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Shifting Perspectives, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

1 In-Person Visit for three consecutive days onsite for San Diego State Cohort and 1 Virtual alignment planning/feedback session with Leadership Development.

6 In-Person Visits for two session at 120 minutes each session, a total of 12 days and 6 Virtual alignment planning/feedback sessions with Leadership Development for up to 90 minutes each session.

2 In-Person Visits for National University Cohort and 2 Virtual alignment planning/feedback sessions with Leadership Development

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 01/01/2024 , and shall terminate on 06/30/2024 . 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 _____ per _____, not to exceed 153600 . Checks will be made payable to Shifting Perspectives, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here DC

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. **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): \$153,600
- f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the 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 DC 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, 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 DC 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: Shifting Perspectives, LLC

Name: Dwayne Chism

Address:

13509 South 46th Street,
Papillion, NE 68133

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, Chief Financial Officer

Date

CONTRACTOR

Shifting Perspectives, LLC

Dwayne Chism
Dwayne Chism (Dec 15, 2023 17:07 CST)

Name: Dwayne Chism **Title:** Consultant

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 15, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

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

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

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 11 includes but may not be limited to: plaster repairs; privacy fence screening; administration electronic entry doors and security window; fencing and decomposed granite; and irrigation sleeving and relocation.

Original Contract Amount:	\$	11,654,000
Change Order(s) previously ratified:	\$	777,631
Change Order 11 presented for ratification:	\$	79,262
New Contract Amount:	\$	12,510,893

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement. Change Order 2 includes but may not be limited to: Damper linkage kits; four electrical enclosures; reimbursement for unused allowance; and add 104 days to the contract duration.

Original Contract Amount:	\$	1,816,800
Change Order(s) previously ratified:	\$	112,002
Change Order 2 presented for ratification:	\$	17,526
New Contract Amount:	\$	1,946,328

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades. Change Order 1 includes but may not be limited to: Equipment substitution; fire alarm point of connection was not as shown on as built; and add 289 days to contract duration.

Original Contract Amount:	\$	384,900
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	10,460
New Contract Amount:	\$	395,360

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing, Change Order 1 (Multi-Purpose Building) includes but may not be limited to: underground utility locating, trenching and electrical conduit; well abandonment and credit for owner provided milk coolers and food warming equipment.

Change Order 2 (Multi-Purpose Building) includes but may not be limited to: underground utility locating; demolition and capping of underground gas and chiller lines; cost increase for polyethylene coated cast iron plumbing pipe and add 7 days to contract duration.

Original Contract Amount (Multi-Purpose Building and Interim Housing)	\$	10,343,286
Original Contract Amount (Interim Housing):	\$	1,638,618
Change Order(s) previously ratified:	\$	58,364
Current Contract Amount:	\$	1,696,982
Original Contract Amount (Multi-Purpose Building):	\$	8,704,668
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	-15,434
Change Order 2 presented for ratification:	\$	37,944
New Contract Amount:	\$	8,727,178
New Contract Amount (Multi-Purpose Building and Interim Housing):	\$	10,424,160

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$112,232 are available in the Measure M Fund for Bids 22-01, 22-45, and 23-23; and \$17,526 is available in the Elementary and Secondary School Emergency Relief III Funds for Bid 22-18.

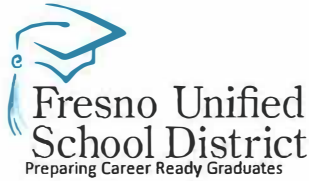
PREPARED BY: Ann Loorz

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

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

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





Change Order

PROJECT NAME:

FUSD Addams Elementary Building Additions/Moderniza
2117 West McKinley Avenue
Fresno CA 93728

CHANGE ORDER No. :**11**

DSA File No. :

10-48

Application No.:

02-117220**CONTRACTOR:**

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

DESIGNER'S PROJECT NO. :**1725****FUSD BID/CONTRACT NO.****22-01****CONTRACTOR P.O. NO. :****743100**

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

The original Contract Sum was	\$11,654,000.00
Net change by previously authorized Change Orders	\$777,630.07
The Contract Sum prior to this Change Order was.....	\$12,431,630.07
The Contract Sum will be adjusted by.....	\$79,262.01
The new Contract Sum including this Change Order will be.....	\$12,510,892.08
The Contract Completion date prior to this Change Order was	5/5/2024
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/5/2024

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

Recommended by:

Darden Architects
6790 N. West Ave
Fresno, California 93711

Accepted by:

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By:

Date: **11/29/2023****CONTRACTOR:**

Anthony R. Traverso
Digitally signed by Anthony R. Traverso
Date: 2023.12.04 08:05:33 -08'00'

By:

Date:

OWNER:By: **Alex Belanger, Assoc. Sup.**Date: **12/4/23**

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

Item 11 - 1

DESCRIPTION OF CHANGE:

Repair existing cement plaster at Building K.

REASON FOR CHANGE:

Repairing of existing cement plaster was required due to it being damaged during demolition of existing planter wall.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR062 OTP33

Amount of this Change Order Item:	INCREASE	\$2,105.40
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 11 - 2

DESCRIPTION OF CHANGE:

Provide and install 650lf of Privacy Screento Temporary Fencing.

REASON FOR CHANGE:

Privacy screens obstruct the view of the construction site from the outside, reducing the risk of theft, vandalism, and unauthorized access.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR063 OTP34

Amount of this Change Order Item:	INCREASE	\$1,850.17
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 11 - 3

DESCRIPTION OF CHANGE:

Provide and install tempered glass wall w/ aluminum support post on receptionist countertop, provide full height wall w/ new hollow metal door and frame opening with electric strike, provide push button door relaese buttons, reframe soffit and revise mechanical HVAC supply. Refer to RFP019

REASON FOR CHANGE:

Enhanced security measures at the administration entry and reception counter as requested by FUSD Safety and Security Team.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR069.1 RFP019

Amount of this Change Order Item:	INCREASE	\$35,025.39
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 11 - 4

DESCRIPTION OF CHANGE:

Provide and install Chain Link Fencing and Gate and Provide and install decomposed granite with filter fabric. Site Preparation shall include clearing, leveling, and grading the designated area to ensure proper drainage and a smooth surface.

REASON FOR CHANGE:

Project documents did not include chain link fencing, decomposed granite and irrigation revision necessary to enclose and isolate the new electrical transformer behind the new permanent portables.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR064.1 RFP018

Amount of this Change Order Item:	INCREASE	\$24,802.87
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 11 - 5

DESCRIPTION OF CHANGE:

Provide and install structural steel I beam wood filler and trim for roof overhang and fascia

REASON FOR CHANGE:

The contract documents did not cover this condition, it is required and necessary to complete the overhang and fascia at this location.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR066 OTP036

Amount of this Change Order Item:	INCREASE	\$2,539.90
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 11 - 6

DESCRIPTION OF CHANGE:

Replace 3 existing damaged christy boxes, and add irrigation main line sleeve under new concrete play area

REASON FOR CHANGE:

The project added a concrete play with striping to support the early learning classrooms on the North side of the project. Additional irrigation mainline sleeving was necessary under the new concrete for future maintenance.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

RFP016 RFI139

Amount of this Change Order Item:	INCREASE	\$12,938.28
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$79,262.01
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

***** End of CHANGE ORDER *****

11

Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Addams Elementary Building additions

Date: 12/02/23

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

Change Order: # 011

Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 11,557,000.00	Building Additions and Modernization	\$ 11,557,000.00
			\$ -
Add Alt. 1	97,000	West Staff Parking Lot	\$ 97,000.00
Add Alt 2			\$ -
Add Alt 3			\$ -
Add Alt 4			\$ -
Total Agreement Amount:			\$ 11,654,000.00

Contract Adjustments:

Total Contract Amount						\$ 11,654,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
Main CO #001	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)
Main CO #002	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60
Main CO #003	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73
Main CO #004	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46
Main CO #005	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61
Main CO #006	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43
Main CO #007	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28
Main CO #008	\$ -	\$ -	\$ -	\$ 33,198.35	\$ -	\$ 33,198.35
Main CO #009	\$ 435,747.96	\$ -	\$ -	\$ 19,541.16	\$ -	\$ 455,289.12
Main CO #010	\$ -	\$ -	\$ 130,724.44	\$ -	\$ -	\$ 130,724.44
Main CO #011	\$ 49,813.84	\$ -	\$ -	\$ 29,448.17	\$ -	\$ 79,262.01
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Possible Exposure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 472,553.35	4% \$ 14,079.96	0% \$ 203,385.50	2% \$ 165,295.57	1% \$ 1,577.70	0% \$ 856,892.08
Total Contract Amount with Adjustments						\$ 856,892.08 7.4%
						\$ 12,510,892.08



CHANGE ORDER

PROJECT NAME:

Ewing & Turner Elementary School HVAC Equipment Replacement
4873 E Olive Ave / 5218 E Clay Ave
Fresno, CA 93727

CHANGE ORDER No. :**002**

DSA File No. :

10-48

Application No. :

CONTRACTOR :

New England Sheet Metal and Mechanical Co.
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :

22060

FUSD BID/CONTRACT No. :

22-18

CONTRACTOR P.O. No. :

755240

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

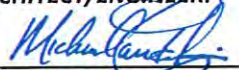
The original Contract Sum was	\$ 1,816,800.00
Net change by previously authorized Change Orders	\$ 112,001.82
The Contract Sum prior to this Change Order was	\$ 1,928,801.82
The Contract Sum will be adjusted by	\$ 17,525.98
The new Contract Sum, including this Change Order will be	\$ 1,946,327.80
The Contract Completion date prior to this Change Order was	8/3/2023
The Contract Time will be adjusted by	(104) Calendar Days
The new Contract Completion date, including this Change Order is therefore	11/15/2023

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

Recommended by:

Lawrence Engineering Group
4910 E. Clinton Way
Fresno, CA 93727

ARCHITECT/ENGINEER:


By: Michael D. Cantelmi

Date: 11/13/2023

Accepted by:

New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

CONTRACTOR:

Jeffrey Wong 
By: Jeffrey Wong

Date: 11/13/2023

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:


By: D.A.

Date: 11/14/23

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Provide and install linkage kits for previously provided DDC actuators for all heat pump units at both campuses.

REASON FOR CHANGE:

The linkage kits were required to interface the new actuators with the existing damper shafts installed on the existing Heat Pumps. This was an unforeseen condition.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

PCO #9

Amount of this Change Order Item:

Increase \$ 24,968.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Turner Elementary School: Reimbursement for the Paint and Patch allowance not used.

REASON FOR CHANGE:

As part of the bid there was a \$35,000 allowance for painting and patching. This change order documents the actual work requirements and reimburses the bid amount that was not used.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #11.1

Amount of this Change Order Item:

Decrease \$ (3,552.73)

Time adjustment by this Change Order Item:

Increase 5 Days

CHANGE ORDER

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

Item 2-3

DESCRIPTION OF CHANGE:

Ewing Elementary School: Reimbursement for the Paint and Patch allowance not used.

REASON FOR CHANGE:

As part of the bid there was a \$35,000 allowance for painting and patching. This change order documents the actual work requirements and reimburses the bid amount that was not used.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #11.2

Amount of this Change Order Item:

Decrease \$ (7,421.66)

Time adjustment by this Change Order Item:

Increase 5 Days

Item 2-4

DESCRIPTION OF CHANGE:

Reduction in project scope.

REASON FOR CHANGE:

Hazardous abatement was included in the original bid value, however, the District provided this service outside of the Contract. This work by Coastwide Environmental was not necessary and is removed from the project.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #12

Amount of this Change Order Item:

Decrease \$ (18,774.80)

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

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

Item 2-5

DESCRIPTION OF CHANGE:

Provide and install new enclosures for 4 heat pumps. Provide and install conduit connections for EMS.

REASON FOR CHANGE:

Electrcial panels and EMS wiring were missing from the existing units. This added scope change order provides for new NEMA 3R panels and the EMS wiring in conduit.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PCO #13

Amount of this Change Order Item:

Increase \$ 22,307.17

Time adjustment by this Change Order Item:

Increase 15 Days

Item 2-6

DESCRIPTION OF CHANGE:

Completion date extended.

REASON FOR CHANGE:

Extra time is need to complete the project due to equipment delivery delays.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

None

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 79 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 17,525.98

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 104 Days



Maintenance & Operations

Project Name: Ewing and Turner ES HVAC/EMS Replacement

DSA #: N/A
BID #: 22-18

Date: 11/13/23
Contractor: New England Sheet Metal Co
Architect: Lawrence Eng. Group
Change Order: #002

Project Financial Summary

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 1,816,800.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ -
		Additive Alternate 2:	\$ -
		Additive Alternate 3:	\$ -
		Additive Alternate 4:	\$ -
		Total Agreement Amount:	\$ 1,816,800.00

Contract Adjustments:

Total Contract Amount								\$ 1,816,800.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ 40,268.75	\$ -	\$ 71,733.07	\$ -	\$ -	\$ 112,001.82		
CO #002	\$ (7,442.02)	\$ -	\$ 24,968.00	\$ -	\$ -	\$ 17,525.98		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ 32,826.73	2% \$ -	0% \$ 96,701.07	5% \$ -	0% \$ -	0% \$ 129,527.80	\$ 129,527.80	7.1%
Total Contract Amount with Adjustments								\$ 1,946,327.80



CHANGE ORDER

PROJECT NAME:

Kings Canyon Middle School Classrooms and Sunnyside
High School Training Room HVAC Upgrades

CHANGE ORDER No. :**001**

DSA File No. :

10-48

Application No. :

02-119627**CONTRACTOR :**

Carrier Corporation
1170 W. National Dr. Suite 50
Sacramento, CA 95834

DESIGNER'S PROJECT No. :**21087****FUSD BID/CONTRACT No. :****22-45****CONTRACTOR P.O. No. :****758658A**

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

The original Contract Sum was	\$	384,900.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	384,900.00
The Contract Sum will be adjusted by	\$	10,460.00
The new Contract Sum, including this Change Order will be	\$	395,360.00
The Contract Completion date prior to this Change Order was		4-Feb-23
The Contract Time will be adjusted by		289 Calendar Days
The new Contract Completion date, including this Change Order is therefore		20-Nov-23

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

Recommended by:**Accepted by:****Authorized by:****JNL Mechanical****ARCHITECT/ENGINEER:**

By: Eric Anderson

Date: 11-08-23

Carrier Corporation**CONTRACTOR:**

By: Jed Thompson

Date: 11/8/2023

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722

OWNER:

By: Alex Belanger

Date: 11/19/23

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

Item 1-1 **DESCRIPTION OF CHANGE:** Equipment change

REASON FOR CHANGE: By the time the AC was bid out, the unit became obsolete

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFCO1

Amount of this Change Order Item: Increase \$ 5,981.00
Time adjustment by this Change Order Item: Increase 246 days

Item 1-2 **DESCRIPTION OF CHANGE:** Need fire alarm initiation circuit for duct sensor

REASON FOR CHANGE:
Contractor needed to connect smoke detector to the nearest fire alarm device. The nearest tie in point was a pull station fire circuit, which ended up being distant. This was not accurately shown on the As-Built. This involved core drilling, installation of conduit and running fire cable.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFCO5

Amount of this Change Order Item: Increase \$ 4,479.00
Time adjustment by this Change Order Item: Increase 43 days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE \$10,460
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 289 Days



Maintenance & Operations

Project Name: Kings Canyon Middle School Classrooms and Sunnyside
High School Training Room HVAC Upgrades

DSA #: 02-119627

BID #: 22-45

Date: 11/09/23
Contractor: Carrier Corp
Architect: JNL Mech. Design
Change Order: #001

Project Financial Summary

Contract Summary:

Bid Award Amount(s)

Base Bid:	\$	384,900.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
Total Agreement Amount:	\$	384,900.00

Contract Adjustments:

Total Contract Amount							\$	384,900.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ -	\$ -	\$ 10,460.00	\$ -	\$ -	\$ 10,460.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ -	0% \$ -	0% \$ 10,460.00	3% \$ -	0% \$ -	0% \$ 10,460.00	\$	10,460.00 2.7%
Total Contract Amount with Adjustments							\$	395,360.00



Change Order

PROJECT NAME:

FUSD Ericson New Multi-Purpose Building
4777 East Yale Avenue
Fresno CA 93703

CHANGE ORDER No. :**01B**

DSA File No. :

10-48

Application No.:

02-119122**CONTRACTOR:**

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

DESIGNER'S PROJECT NO. :**2027****FUSD BID/CONTRACT NO.****23-23****CONTRACTOR P.O. NO. :****775008**

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

The original Contract Sum was	\$8,704,668.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was.....	\$8,704,668.00
The Contract Sum will be adjusted by.....	(\$15,434.24)
The new Contract Sum including this Change Order will be.....	\$8,689,233.76
The Contract Completion date prior to this Change Order was	9/21/2023
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/21/2023

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

Recommended by:

Darden Architects
6790 N. West Ave
Fresno, California 93711

DESIGNER:

By: Antonio Avila

Date: 10/19/2023

Accepted by:

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

CONTRACTOR:

By: Stephen Davis

Date: 11/1/2023

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 11/1/23

FUSD Ericson New Multi-Purpose Building
CHANGE ORDER NO.: 01B
DATE 10/19/2023
Project No.: 2027

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

Item 01 - 1

DESCRIPTION OF CHANGE:

Provide and install 2" conduit from the existing AT&T Service Vault to FUSD existing Low Voltage Systems Concrete Vault. This new 2" conduit will provide a new underground raceway for AT&T 25-pair copper from the AT&T Service Vault to the administration building.

REASON FOR CHANGE:

An existing AT&T 25-pair copper was running directly under the existing multi-purpose building pad. This will need to be rerouted around the new building footprint to avoid conflicting with the new building pad, footings and overex.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

OTP 006 RFP 005

Amount of this Change Order Item:	INCREASE	\$10,241.55
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 2

DESCRIPTION OF CHANGE:

Provide additional potholing along both sides of the multi-purpose building to identify where the AT&T utility line ran.

REASON FOR CHANGE:

It was discovered that an AT&T utility line ran directly under the existing multi-purpose building pad. Further investigation including potholing and demoing of concrete was done to identify if the utility ran direct through any of the footings prior to demoing the building.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 013

Amount of this Change Order Item:	INCREASE	\$2,488.37
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 3

DESCRIPTION OF CHANGE:

Provide credit for one rethermalization cabinet

REASON FOR CHANGE:

Qty three rethermalization cabinets are included in the new cafeteria. One of the three has been purchased and installed in the interim housing cafeteria.

CHANGE CATAGORY:

District Requested change

DOCUMENT REFERENCE:

RFP 003

Amount of this Change Order Item:	DECREASE	(\$13,357.00)
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 4

DESCRIPTION OF CHANGE:

The contractor is to provide a cost credit for the milk coolers at interim housing and the new MPB.

REASON FOR CHANGE:

The milk coolers will be owner-furnished and contractor installed.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR 001

Amount of this Change Order Item:	DECREASE	(\$19,768.16)
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 5

DESCRIPTION OF CHANGE:

The well that was to be abandoned per the contract documents required additional steps to be taken due to its condition.

REASON FOR CHANGE:

The original contract requirements called for the well to be abandoned per county of Fresno standards. Per city of Fresno review of camera footage of the existing well liner, it was determined the existing liner was rusted out and failing, therefore they required additional steps be taken to abandon the well to include the use of a tremie pipe, crane and pressure pump. This additional work was unforeseen and are a changed condition.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 011

Amount of this Change Order Item:	INCREASE	\$4,961.00
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	DECREASE	(\$15,434.24)
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

***** End of CHANGE ORDER *****

01B

Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Ericson New Multi Purpose Room & Interi
DSA #: Interim Housing: 02-120125
DSA #: New MPR: 02-119112
BID #: 23-23

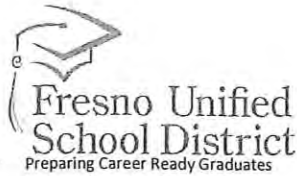
Date: 9-Oct-23
Contractor: Davis Moreno Construction
Architect: Darden Architects
Change Order: 001 Main

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Interim Housing	\$	1,541,540.00
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	\$	97,078.00
Base Bid (InteriHousing) with Add Alt 4			\$ 1,638,618.00
Base Bid:	New MPR	\$	8,488,010.00
Additive Alternate 1:	Painted Mural	\$	14,076.00
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	\$	32,691.00
Additive Alternate 5:	AV Sound System	\$	77,724.00
Additive Alternate 6:	Temporary Pedestrian Tunnel	\$	92,167.00
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			\$ 8,704,668.00
Total Agreement Amount:			\$ 10,343,286.00

Contract Adjustments:

Total Contract Amount						\$ 10,343,286.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
Interim Housing CO #001	\$ 4,076.27	\$ -	\$ -	\$ 44,646.50	\$ -	\$ 48,722.77
Interim Housing CO #002		\$ -	\$ 9,640.57			\$ 9,640.57
MOD CO #001	\$ (33,125.16)	\$ -	\$ 17,690.92	\$ -	\$ -	\$ (15,434.24)
MOD CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOD CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOD CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOD CO #005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ (29,048.89) -0.3%	\$ - 0.0%	\$ 27,331.49 0.3%	\$ 44,646.50 0.4%	\$ - 0.0%	\$ 42,929.10 0.4%
Total Contract Amount with Adjustments						\$ 10,386,215.10



Change Order

PROJECT NAME:

FUSD Ericson New Multi-Purpose Building
4777 East Yale Avenue
Fresno CA 93703

CHANGE ORDER No. :**02B**

DSA File No. :

10-48

Application No.:

02-119122**CONTRACTOR:**

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

DESIGNER'S PROJECT NO. :**2027****FUSD BID/CONTRACT NO.****23-23****CONTRACTOR P.O. NO. :****775008**

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

The original Contract Sum was	\$8,704,668.00
Net change by previously authorized Change Orders	(\$15,434.24)
The Contract Sum prior to this Change Order was	\$8,689,233.76
The Contract Sum will be adjusted by	\$37,944.23
The new Contract Sum including this Change Order will be	\$8,727,177.99
The Contract Completion date prior to this Change Order was	9/21/2024
The Contract Time will be adjusted by	(7) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/28/2024

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

Recommended by:

Darden Architects
6790 N. West Ave
Fresno, California 93711

Accepted by:

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

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By: Antonio Avila

Date: **11/27/2023****CONTRACTOR:**

By: Stephen Davis

Date:

11/27/23**OWNER:**

By: Alex Belanger, Assoc. Sup.

Date:

11/28/23

FUSD Ericson New Multi-Purpose Building
CHANGE ORDER NO.: 02B
DATE 11/16/2023
Project No.: 2027

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

Item 02 - 1

DESCRIPTION OF CHANGE:

Pothole and expose unknown existing underground electrical conduits in the footprint of the new building pad.

REASON FOR CHANGE:

Additional electrical services were discovered to be under the new multi-purpose building pad. At the request of the owner, potholing was done to identify the exact location of each service to avoid hitting lines during demolition and overex.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 020

Amount of this Change Order Item:	INCREASE	\$6,341.50
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Time adjustment by this Change Order Item:	INCREASE	2 Days
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Item 02 - 2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to demo and remove unknown gaslines from the new building footprint.

REASON FOR CHANGE:

During demolition, abandoned gas lines were found to be running under the multi-purpose building. These lines needed to be removed from the new building footprint.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 021

Amount of this Change Order Item:	INCREASE	\$1,890.63
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Time adjustment by this Change Order Item:	INCREASE	2 Days
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Item 02 - 3

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment required to cut and cap underground damaged chiller lines outside of the new MPR footprint.

REASON FOR CHANGE:

During demolition, chiller lines running to the old Multi-Purpose and Administration Building were damaged. These lines were traced down, cut and capped off to maintain continuity of use throughout the remainder of the campus.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

RFI 027 OTP 004

Amount of this Change Order Item:	INCREASE	\$5,581.40
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Time adjustment by this Change Order Item:	INCREASE	3 Days
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Item 02 - 4

DESCRIPTION OF CHANGE:

Provide polyethylene coated cast iron plumbing pipe lieu of standard coated cast iron pipe.

REASON FOR CHANGE:

Polyethylene coated cast iron will be provided in lieu of standard coated cast iron pipe to coincide with FUSD standards.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR 009 SUB 025-S

Amount of this Change Order Item:	INCREASE	\$24,130.70
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Time adjustment by this Change Order Item:	UNCHANGED	0
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TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$37,944.23
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	7 Days

***** End of CHANGE ORDER *****

02B



Project Financial Summary

Facilities Management & Planning

Project Name: Ericson New Multi Purpose Room & Interi
DSA #: Interim Housing: 02-120125
DSA #: New MPR: 02-119112
BID #: 23-23

Date: 28-Nov-23
Contractor: Davis Moreno Construction
Architect: Darden Architects
Change Order: 002

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Interim Housing	\$	1,541,540.00
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	\$	97,078.00
Base Bid (InterHousing) with Add Alt 4		\$	1,638,618.00
Base Bid:	New MPR	\$	8,488,010.00
Additive Alternate 1:	Painted Mural	\$	14,076.00
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	\$	32,691.00
Additive Alternate 5:	AV Sound System	\$	77,724.00
Additive Alternate 6:	Temporary Pedestrian Tunnel	\$	92,167.00
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6		\$	8,704,668.00
Total Agreement Amount:		\$	10,343,286.00

Contract Adjustments:

Total Contract Amount								\$	10,343,286.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
Interim Housing CO #001	\$ 4,076.27	\$ -	\$ -	\$ 44,646.50	\$ -	\$ 48,722.77			
Interim Housing CO #001	\$ -	\$ -	\$ 9,640.57	\$ -	\$ -	\$ 9,640.57			
MOD CO #001	\$ (33,125.16)	\$ -	\$ 17,690.92	\$ -	\$ -	\$ (15,434.24)			
MOD CO #002	\$ -	\$ -	\$ 13,813.53	\$ 24,130.70	\$ -	\$ 37,944.23			
MOD CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
MOD CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
MOD CO #005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Totals:	\$ (29,048.89) -0.3%	\$ - 0.0%	\$ 41,145.02 0.4%	\$ 68,777.20 0.7%	\$ - 0.0%	\$ 80,873.33	\$	80,873.33	0.8%
Total Contract Amount with Adjustments							\$	10,424,159.33	

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement

For Information Only

Original contract amount: \$ 1,816,800

Change Order(s) previously ratified: \$ 129,528

Contract amount: \$ 1,946,328

Bid 22-42, Intrusion Security Upgrades Phase 1

For Information Only

Original contract amount: \$ 882,100

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 882,100

Bid 22-43, Intrusion Security Upgrades Phase 2

For Information Only

Original contract amount: \$ 827,000

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 827,000

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades

For Information Only

Original contract amount: \$ 384,900

Change Order(s) previously ratified: \$ 10,460

Contract amount: \$ 395,360

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

PREPARED BY: Ann Loorz

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

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

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



NO FEE REQUIRED

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2023-0109283

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Nov 29, 2023 03:54:09 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **November 15, 2023**. The work done was **Ewing & Turner Elementary Schools Unit Ventilation, EMS, & Central Plant Equipment Replacements** **Bid No. 22-18**

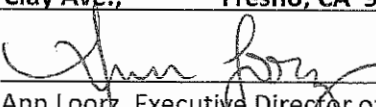
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
New England Sheet Metal and Mechanical Co., 525 W. Alluvial Ave., Fresno, CA 93711 **February 18, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

<u>Ewing Elementary School</u>	<u>4873 E. Olive Ave.,</u>	<u>Fresno, CA 93727</u>	<u>DSA No.: N/A</u>
<u>Turner Elementary School</u>	<u>5218 E. Clay Ave.,</u>	<u>Fresno, CA 93727</u>	<u>DSA No.: N/A</u>

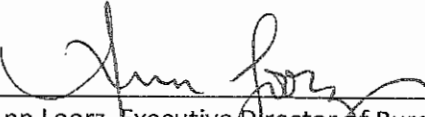
Date: **November 29, 2023**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **November 29, 2023** at **Fresno**,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2023-0109280

**FRESNO County Recorder
Paul Dictos, CPA**

Wednesday, Nov 29, 2023 03:54:09 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

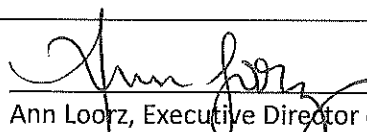
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **June 13, 2023**. The work done was **Installation of District Intrusion Security Upgrades Phase I, Bid No. 22-42.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
EKC Enterprises, Inc 4658 E. Weathermaker Ave., Fresno, CA 93703 **June 16, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2

Date: **November 28, 2023**

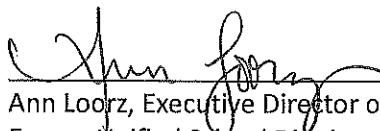


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **November 28, 2023** at **Fresno**,



Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 22-42

General Contractor: EKC Enterprises, Inc

Project Name: Intrusion Security Upgrades Phase I

<u>Fresno High School</u>	<u>1839 N. Echo Ave, Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Jefferson Elementary School</u>	<u>202 N. Marioposa St, Fresno, CA 93701</u>	<u>DSA No.: n/a</u>
<u>Muir Elementary School</u>	<u>410 E. Dennett Ave, Fresno, CA 93728</u>	<u>DSA No.: n/a</u>
<u>Scandinavian Middle School</u>	<u>3232 N. Sierra Vista Ave, Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Winchell Elementary School</u>	<u>3722 E Lowe Ave, Fresno, CA 93702</u>	<u>DSA No.: n/a</u>

NO FEE REQUIRED

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

2023-0109281

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Nov 29, 2023 03:54:09 PM

CONFORMED COPY

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:


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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **May 29, 2023**.
The work done was **Installation of District Intrusion Security Upgrades Phase 2, Bid No. 22-43.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
EKC Enterprises, Inc 4658 E. Weathermaker Ave., Fresno, CA 93703 **June 16, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

See Page 2

Date: **November 28, 2023**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **November 28, 2023** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 22-43

General Contractor: EKC Enterprises, Inc

Project Name: Intrusion Security Upgrades Phase 2

Baird Middle School	5500 N. Maroa Ave, Fresno, CA 93704	DSA No.: n/a
Bullard High School	5445 N. Palm Ave, Fresno, CA 93704	DSA No.: n/a
Calwa Elementary School	4303 E. Jensen Ave, Fresno, CA 93725	DSA No.: n/a
Kirk Elementary School	2000 E. Belgravia Ave, Fresno, CA 93706	DSA No.: n/a
Storey Elementary School	5250 E. Church Ave, CA 93725	DSA No.: n/a

NO FEE REQUIRED

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

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

2023-0109284

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Nov 29, 2023 03:54:09 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on November 20, 2023. The work done was Kings Canyon Middle School Classrooms & Sunnyside High School Training Room HVAC Upgrades Bid No. 22-45

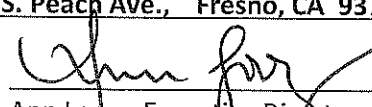
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Carrier Corporation 1170 W. National Dr., Suite 50, Sacramento, CA 95834 June 6, 2022
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

<u>Kings Canyon Middle School</u>	<u>5117 E. Tulare St.,</u>	<u>Fresno, CA 93727</u>	<u>DSA No.: 02-119625</u>
<u>Sunnyside High School</u>	<u>1019 S. Peach Ave.,</u>	<u>Fresno, CA 93727</u>	<u>DSA No.: 02-119627</u>

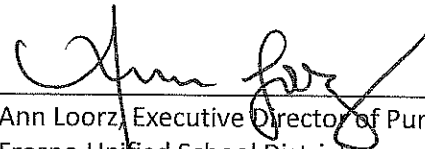
Date: November 29, 2023


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on November 29, 2023 at Fresno,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from October 01, 2023, through October 31, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

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 and Financial Services Office.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

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

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

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



THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
OCTOBER 1, 2023 TO OCTOBER 31, 2023
RATIFICATION DATE JANUARY 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
ACCENTZ, INC. BOE 01/08/14 A-10 (CUPCCAA)	1920	759194A	030	0734	\$71,313.04
ADVANCED WORKPLACE STRATEGIES, INC. BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0930	791871	030	0720	\$16,335.00
AGRIWEST BELOW BID LIMIT (PCC 20111)	1924	792377	030	0734	\$10,000.00
ALERT-O-LITE, INC. BELOW BID LIMIT (PCC 20111)	0664	791572	030	0188	\$41,358.38
ALL PHASE, CED BELOW BID LIMIT (PCC 20111)	0919	792770	060	8150	\$17,400.49
A-MARK T-SHIRT, INC. RFQ 23-21	0758	791540	030	0117	\$12,500.00
A-MARK T-SHIRT, INC. RFQ 23-21	0758	791543	030	0117	\$15,000.00
AMAZON CAPITAL SERVICES BOE 06/14/23 A-9 (PIGGYBACK)	1748	AMZ0000UC24	060	6300	\$11,070.00
APPLEBY IMAGING, INC. BELOW BID LIMIT (PCC 20111)	0930	792826	030	0720	\$13,875.00
APPLEBY IMAGING, INC. BELOW BID LIMIT (PCC 20111)	0930	792827	030	0720	\$13,875.00
APPLEBY IMAGING, INC. BELOW BID LIMIT (PCC 20111)	0930	792892	030	0720	\$13,875.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	792341	060	3213	\$188,560.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	792342	060	3213	\$149,600.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	0920	792345	060	3213	\$92,520.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	1145	792219	350	0912	\$227,500.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	1395	792127	350	0916	\$96,750.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	1395	792130	350	0916	\$96,750.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	1395	792132	350	0916	\$108,360.00
ARDENT GENERAL, INC. BOE 01/08/14 A-10 (CUPCCAA)	1395	792315	350	0913	\$15,209.19
ARDENT GENERAL, INC. BOE 01/08/14 A-10 (CUPCCAA)	1395	792929	350	0913	\$10,630.40

ARDENT GENERAL, INC.	1395	792948	350	0916	\$85,140.00
RFQ 20-14 SECTION 14					
ARDENT GENERAL, INC.	1561	791628	350	0913	\$326,400.00
RFQ 20-14 SECTION 14					
ARMIDA ESPINOZA	1758	791429	060	3010	\$16,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
AUTHORIZED VAC & SEW CENTER	0710	792244	060	6388	\$11,802.57
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
AZTEC SOFTWARE, LLC	0680	789635A	110	6391	\$12,598.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
B & H PHOTO-VIDEO, INC.	0710	792935	060	6388	\$35,810.67
BOE 06/14/23 A-9 (PIGGYBACK)					
BARNES & NOBLE, INC.	0701	791466	060	3213	\$10,585.25
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BARNES & NOBLE, INC.	0702	783655	060	3010	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BARNES & NOBLE, INC.	0755	792257	060	2600	\$14,500.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BARNES & NOBLE, INC.	1748	791762	060	6300	\$11,611.45
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BATTELLE FOR KIDS	0849	792283	030	0680	\$87,600.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
BATTELLE FOR KIDS	0849	792286	030	0680	\$12,000.00
BELOW BID LIMIT (PCC 20111)					
BATTELLE FOR KIDS	0849	NR000053068	030	0680	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
BETTER ENTERPRISES, INC.	1130	792382	350	0912	\$130,600.00
BID 1130-48052					
BIOZONE CORPORATION	1748	792040	060	6300	\$10,672.57
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BLAIR, CHURCH, AND FLYNN	1145	763064	350	0917	\$33,400.00
RFQ 20-14 SECTION 1					
BLUESPACE INTERIORS	0170	792812	030	0625	\$12,385.71
BELOW BID LIMIT (PCC 20111)					
BORRELLI AND ASSOCIATES, INC.	0919	789597	060	8150	\$14,500.00
RFQ 20-14 SECTION 2					
BRIGAD, LLC	1910	793144	060	7032	\$1,150,000.00
RFP 23-24					
BRIGHTLY SOFTWARE, INC.	0905	792208	030	0750	\$39,515.45
BOE 06/14/23 A-9 (PIGGYBACK)					
BROOKWOOD FARMS, INC.	1910	791580	130	5310	\$14,144.00
RFP 23-52R					
BUSTER ENTERPRISES	1910	786404	130	5310	\$1,215,000.00
RFP 23-37					
BVI CONSTRUCTION, INC.	1505	769372A	350	0916	\$40,592.41
BID 23-08					
CALIFORNIA SMOG REPAIR, INC.	0919	790030	060	8150	\$15,000.00

BELOW BID LIMIT (PCC 20111)					
CALIFORNIA VALUED TRUST	0880	791815	670	0841	\$3,091,333.33
BOE 09/27/23 A-7					
CAMP OAKHURST, INC.	0725	792020	030	0173	\$22,785.50
BOE 06/21/2023 A-18 (BUNDLED CONTRACTS)					
CARRIER CORPORATION	0880	786968	680	0851	\$46,320.00
BOE 01/08/14 A-10 (CUPCCAA)					
CDW GOVERNMENT, INC.	0706	793132	030	0157	\$17,254.29
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	792705	030	0152	\$248,461.78
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0710	792806	030	0152	\$30,257.85
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0758	793124	030	7091	\$42,002.54
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0791	791549	060	2600	\$10,352.57
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	791367	030	0716	\$63,803.00
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	792114	030	0716	\$484,487.50
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	792847	030	0716	\$63,803.00
BOE 06/14/23 A-9 (PIGGYBACK)					
CEFERINO DOLORES LOPEZ	0919	792318	060	8150	\$17,132.14
BOE 01/08/14 A-10 (CUPCCAA)					
CEFERINO DOLORES LOPEZ	0919	792319	060	8150	\$12,832.14
BOE 01/08/14 A-10 (CUPCCAA)					
CEFERINO DOLORES LOPEZ	1145	789850	350	0917	\$22,043.17
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	792616	030	0716	\$132,065.67
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	791699	130	5310	\$20,677.51
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	791922	130	5310	\$22,002.63
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	792151	130	5310	\$27,374.41
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL VALLEY RV REPAIR	0919	790037	060	8150	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
CENTRAL VALLEY SPORTS STITCH & INK	0421	792877	030	0500	\$7,953.97
CENTRAL VALLEY SPORTS STITCH & INK	0421	792877	030	7090	\$5,302.65
RFQ 23-21S					
CHARLES AND LEZLEE CHURCHFIELD	1910	791625	130	5310	\$51,672.00
RFP 23-50R					
CHILDREN'S PLUS, INC.	0310	792258	030	0625	\$10,999.05
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

CHRISTOPHER LEE DURHAM, DBA LION AND FOX, LLC RFQ 23-30S3 CATEGORY C	0710	792997	060	6388	\$90,000.00
CITY OF FRESNO BOE 09/13/23 A-19	0962	792490	030	0188	\$152,950.00
CITY OF FRESNO CONVENTION & ENTERTAINMENT CENTER BOE 09/27/23 A-6	0601	791633	030	0188	\$17,595.00
CIVIC EDUCATION CENTER RFQ 23-30 CATEGORY B	0700	793085	060	3010	\$59,000.00
CKEPUSA, LLC BOE 10/18/23 A-13 (PIGGYBACK)	1910	793092	060	7032	\$30,847.72
CLASS LEASING, LLC BOE 06/01/22 A-14 (PIGGYBACK)	1285	772213A	350	0913	\$60,286.00
COLBI TECHNOLOGIES, INC. BELOW BID LIMIT (PCC 20111)	0920	791535	060	3213	\$28,500.00
COMMUNITY INITIATIVES BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0812	791828	060	3010	\$18,000.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT INSTRUCTIONAL MATERIALS (PCC 20118.3)	0785	792925	060	6547	\$11,360.20
COMPREHENSIVE YOUTH SERV. COMPREHENSIVE YOUTH SERV.	0530	789070A	030	7090	\$52,175.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)	0530	789070A	060	3010	\$68,855.00
CONAGRA BRANDS, INC. RFP 23-52R	1910	791610	130	5310	\$23,929.92
CONAGRA BRANDS, INC. RFP 23-52R	1910	792699	130	5310	\$23,929.92
CONVECTUS SOLUTIONS, LLC BOE 08/23/23 A-8	0885	792788	030	0140	\$29,500.00
CORE BUSINESS INTERIORS, INC. BOE 08/09/23 A-15 (PIGGYBACK)	0710	792708	030	0152	\$16,017.87
CORE BUSINESS INTERIORS, INC. BOE 08/09/23 A-15 (PIGGYBACK)	0755	792952	030	0176	\$12,875.72
CORWIN PRESS RFQ 23-30 CATEGORY B	0617	792830	060	7435	\$13,000.00
CORWIN PRESS INSTRUCTIONAL MATERIALS (PCC 20118.3)	0617	792872	060	7435	\$15,370.31
CREATIVE FOOD INNOVATIONS, LLC RFP 23-50R	1910	792703	130	5310	\$25,200.00
CRESCO BELOW BID LIMIT (PCC 20111)	1910	793069	060	7032	\$34,124.83
CRESCO BELOW BID LIMIT (PCC 20111)	1910	793075	060	7032	\$14,925.21
CULLINAN EDUCATION CENTER BP 4133	0700	792598	060	3213	\$38,740.00
DAVE BANG ASSOCIATES, INC. OF CALIFORNIA BELOW BID LIMIT (PCC 20111)	1950	792298	350	0917	\$18,124.26
DAVIS MORENO CONSTRUCTION, INC.	0920	778120	060	3213	\$3,348,171.30

RFP 23-12B					
DAVIS MORENO CONSTRUCTION, INC.	1120	777945C	350	0913	\$136,732.20
BID 23-33					
DAVIS MORENO CONSTRUCTION, INC.	1145	767775A	350	0913	\$82,976.16
BID 23-02					
DAYLIGHT FOODS, INC.	1910	784865	130	5310	\$14,500.00
BELOW BID LIMIT (PCC 20111)					
DEAF & HARD OF HEARING CTR., INC.	0786	763351A	060	6500	\$51,040.00
BOE 06/15/22 B-44 (BUNDELD CONTRACTS)					
DEVELOPMENT GROUP, INC.	0664	791691	030	0188	\$33,691.66
RESOLUTION 24-15					
DEVELOPMENT GROUP, INC.	0664	792271	030	0188	\$397,516.78
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	0810	792657	030	0640	\$43,738.98
DEVELOPMENT GROUP, INC.	0810	792657	350	0917	\$20,000.00
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	0886	792255	030	0140	\$81,802.03
RFP 23-11					
DEVELOPMENT GROUP, INC.	0886	792259	030	0149	\$160,335.30
RFP 23-11					
DEVELOPMENT GROUP, INC.	0886	792261	030	0149	\$275,844.35
RFP 23-11					
DEVELOPMENT GROUP, INC.	0886	792262	030	0149	\$157,976.03
RFP 23-11					
DEVELOPMENT GROUP, INC.	0886	792710	060	3213	\$49,379.19
RESOLUTION 23-26					
DISTRICT MANAGEMENT GROUP, LLC	0849	NR000053073	030	0188	\$190,000.00
RFQ 23-30S3 CATEGORY B					
DR-GRAPHIX	1910	791644	130	5310	\$47,537.21
RFQ 23-21					
DYNAMIC LEARNING EXPERINCES, LLC	0888	NR000053063	030	0143	\$132,392.00
RFQ 22-09					
EDUCATION AND LEADERSHIP FOUNDATION	0235	791744	030	7090	\$19,507.35
EDUCATION AND LEADERSHIP FOUNDATION	0235	791744	030	7091	\$41,210.00
EDUCATION AND LEADERSHIP FOUNDATION	0235	791744	030	7099	\$28,839.00
EDUCATION AND LEADERSHIP FOUNDATION	0235	791744	060	3010	\$7,960.00
RFQ 23-30 CATEGORY C					
EDUCATION AND LEADERSHIP FOUNDATION	0755	792222	060	2600	\$250,630.79
RFQ 22-09					
EDUCATION AND LEADERSHIP FOUNDATION	1758	792651	060	2600	\$304,958.82
EDUCATION AND LEADERSHIP FOUNDATION	1758	792651	060	3010	\$377,275.68
RFQ 23-30 CATEGORY C					
EDUCATIONAL RESOURCE CONSULT.	0849	791623	060	6331	\$182,500.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
EGA ASSOCIATES, LLC	1730	NR000053066	030	0188	\$40,000.00
EMERGENCY RESOLUTION 24-15					
EKC ENTERPRISES, INC.	0919	792356	060	8150	\$46,813.42

BID 21-52					
EKC ENTERPRISES, INC.	0919	793125	060	8150	\$16,454.48
BELOW BID LIMIT (PCC 20111)					
EKC ENTERPRISES, INC.	1905	792374	350	0917	\$24,032.61
BOE 01/08/14 A-10 (CUPCCAA)					
ELYSIUM FOOD GROUP, LLC	1910	793010	130	5310	\$53,664.00
RFP 23-50R					
ENVIRO CLEAN	1891	792505	030	0716	\$41,838.59
BOE 06/14/23 A-9 (PIGGYBACK)					
ESTRELLITA	0758	791393	030	0117	\$17,556.48
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
EXPO PARTY RENTAL AND SALES	0790	791414	060	2600	\$10,912.22
BELOW BID LIMIT (PCC 20111)					
FABER COMMUNICATIONS CORP.	0925	792574	030	0188	\$40,038.74
BOE 10/18/23 A-13 (PIGGYBACK)					
FABER COMMUNICATIONS CORP.	0925	792578	030	0188	\$90,314.92
BOE 10/18/23 A-13 (PIGGYBACK)					
FOUNDATION FOR EDUCATIONAL ADMINISTRATION	0703	791591	030	0720	\$45,410.00
BP 4133					
FOUNDATION FOR FRESNO UNIFIED SCHOOLS	0860	792462	030	0152	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO AIR CONDITIONING	0919	789825	060	8150	\$17,359.93
BELOW BID LIMIT (PCC 20111)					
FRESNO CHAFFEE ZOO CORPORATION	0710	792075	030	0194	\$23,000.00
BELOW BID LIMIT (PC20111)					
FRESNO CHRYSLER JEEP, INC.	0896	791765	030	0188	\$106,586.14
RESOLUTION 23-40					
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	792232	030	0152	\$16,400.00
BELOW BID LIMIT (PCC 20111)					
FRESNO FINGERPRINTING	0930	784982	030	0720	\$20,000.00
FINGERPRINTING (EC 45125.1)					
FRESNO HISTORICAL SOCIETY	0727	791574	030	0168	\$44,000.00
BOE 09/13/23 A-15					
FRESNO METROPOLITAN MINISTRY	1910	792760	130	5830	\$90,000.00
RFP 23-47					
FRESNO PACIFIC UNIVERSITY	0701	792042	060	5823	\$40,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FRESNO PACIFIC UNIVERSITY	0701	792486	060	3213	\$45,000.00
PROFESSIONAL SERVICES (GC 53060)					
FRESNO PACIFIC UNIVERSITY	0701	792839	060	3213	\$129,200.00
PROFESSIONAL SERVICES (GC 53060)					
FRESNO PACIFIC UNIVERSITY	0701	793190	060	5823	\$40,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FRESNO PIPE & SUPPLY, INC.	0919	791775	060	8150	\$18,963.43
BELOW BID LIMIT (PCC 20111)					
FRESNO TRUCK WORKS, INC.	0919	791966	030	0188	\$10,442.88
BELOW BID LIMIT (PCC 20111)					

FRESNO TRUCK WORKS, INC. BELOW BID LIMIT (PCC 20111)	0919	791980	030	0188	\$10,442.88
GCB1, INC. DBA GC BUILDERS BID 24-16	1385	791537	350	0917	\$2,014,850.00
GCB1, INC. DBA GC BUILDERS BID 23-71 SECTION D, E	1895	785019B	060	3213	\$21,925.00
GEIL ENTERPRISES, INC. RFP 20-31	1421	793015	350	0917	\$10,755.84
GOLD STAR FOODS, INC. RESOLUTION 24-15	1910	791486	130	5310	\$206,976.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791584	130	5310	\$11,508.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791587	130	5310	\$36,544.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791590	130	5310	\$41,504.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791594	130	5310	\$13,846.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791596	130	5310	\$23,812.80
GOLD STAR FOODS, INC. RFP 23-50R	1910	791597	130	5310	\$16,643.20
GOLD STAR FOODS, INC. RFP 23-50R	1910	791598	130	5310	\$18,024.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791599	130	5310	\$25,298.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791600	130	5310	\$18,984.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	791602	130	5310	\$18,332.00
GOLD STAR FOODS, INC. BOE 06/14/23 A-9 (PIGGYBACK)	1910	791634	130	5310	\$37,828.80
GOLD STAR FOODS, INC. BOE 06/14/23 A-9 (PIGGYBACK)	1910	791969	130	5310	\$10,750.00
GOLD STAR FOODS, INC. BOE 06/14/23 A-9 (PIGGYBACK)	1910	792668	130	5310	\$53,750.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	792670	130	5310	\$35,719.20
GOLD STAR FOODS, INC. BOE 06/14/23 A-9 (PIGGYBACK)	1910	792672	130	5310	\$36,806.40
GOLD STAR FOODS, INC. RFP 23-50R	1910	792675	130	5310	\$13,846.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	792678	130	5310	\$36,544.00
GOLD STAR FOODS, INC. RFP 23-50R	1910	793013	130	5310	\$23,372.80
GOLD STAR FOODS, INC.	1910	793097	130	5310	\$53,750.00

BOE 06/14/23 A-9 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	793099	130	5310	\$49,334.40
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	793100	130	5310	\$41,504.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	793102	130	5310	\$13,846.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	793104	130	5310	\$50,000.00
RFP 23-41					
GOODHEART-WILLCOX CO.	0710	792677	060	6388	\$12,678.75
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
GOPHER	0790	791743	060	2600	\$17,723.18
BOE 06/14/23 A-9 (PIGGYBACK)					
GUARDIAN ANGEL PRIVATE SECURITY, INC. DBA SIGNAL OF SANTA CLARITA	0664	791493	030	0188	\$35,084.55
RESOLUTION 24-15					
HAND IN HAND ENRICHMENT SERVICES	0810	792643	030	7090	\$10,955.00
HAND IN HAND ENRICHMENT SERVICES	0810	792643	060	3010	\$12,045.00
HAND IN HAND ENRICHMENT SERVICES	0810	792643	060	3182	\$46,000.00
RFQ 23-05					
HBC ENTERPRISES	1895	785019C	060	3213	\$11,207.71
BID 23-71 SECTION A, C					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	788185	030	0716	\$12,314.63
RFP 22-07					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	789200	030	0716	\$29,839.59
RFP 22-07					
HEINEMANN PROFESSIONAL	1758	792157	060	3010	\$20,022.37
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HORIZON	1920	792295	030	0734	\$19,965.53
BELOW BID LIMIT (PCC 20111)					
HOUGHTON MIFFLIN COMPANY	0700	791754	060	3213	\$144,500.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
IB SOURCE, INC.	1748	792077	060	6300	\$19,015.44
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
INTEGRATED FOOD SERVICE	1910	791582	130	5310	\$43,680.00
RFP 23-52R					
INTEGRATED FOOD SERVICE	1910	791606	130	5310	\$22,533.12
RFP 23-52R					
INTEGRATED FOOD SERVICE	1910	792701	130	5310	\$43,680.00
RFP 23-52R					
J & E RESTAURANT SUPPLY, INC.	1910	791141	130	5310	\$80,871.94
BELOW BID LIMIT (PCC 20111)					
J & E RESTAURANT SUPPLY, INC.	1910	793084	060	7032	\$20,655.02
BELOW BID LIMIT (PCC 20111)					
J.M. SMUCKER, LLC	1910	791612	130	5310	\$62,370.00
RFP 23-52R					
J.T.M. FOOD GROUP	1910	791621	130	5310	\$15,813.00

RFP 23-52R					
J.T.M. FOOD GROUP	1910	793096	130	5310	\$27,013.00
RFP 23-52R					
JOHNNY BALTIERRA, DBA BRIDGE2COLLEGE	0860	792978	030	0694	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
JUNIOR LIBRARY GUILD	0700	792682	060	3213	\$49,114.45
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
KALEIDOSCOPE GROUP, PBC	0706	792896	060	3213	\$25,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
KHEPERA CURRICULUM GROUP, LLC	0755	792918	060	2600	\$40,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
KLS DESIGN, INC.	0790	788594	060	2600	\$115,008.00
RFQ 22-09					
LAKESHORE LEARNING MATERIALS	0765	791794	120	6128	\$18,114.13
BOE 06/14/23 A-9 (PIGGYBACK)					
LEADERSHIP ASSOCIATES	0601	792656	030	0677	\$130,000.00
RFQ 23-30S3 CATEGORY B					
LEXIA LEARNING SYSTEMS, LLC	0617	NR000053061A	060	7435	\$386,868.35
RFQ 23-30 CATEGORY B					
LEXIA LEARNING SYSTEMS, LLC	0617	NR000053062A	060	7435	\$168,428.49
RFQ 23-30 CATEGORY B					
LINDSAY ELECTRIC COMPANY	1325	792299	350	0917	\$11,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
LITHIA	0664	792562	030	0188	\$33,548.99
RESOLUTION 23-40					
LITHIA	0919	791679	030	0188	\$110,502.98
RESOLUTION 23-40					
LITHIA	0919	792098	030	0188	\$133,915.26
RESOLUTION 23-40					
LITHIA	0919	792930	030	0188	\$44,557.35
RESOLUTION 23-40					
LITHIA	0925	792563	030	0188	\$33,548.99
RESOLUTION 23-40					
LIVE AGAIN FRESNO	0227	791727	060	5630	\$81,600.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
LIVE SCAN FRESNO	0930	792871	030	0720	\$14,900.00
FINGERPRINTING (EC 45125.1)					
MADERA COUNTY SUPERINTENDENT OF SCHOOLS	0785	791377	060	6547	\$18,000.00
BELOW BID LIMIT (PCC 20111)					
MARJAREE MASON CENTER	0655	791661	030	0675	\$77,000.00
BOE 09/27/23 A-5					
MARSH AND MCLENNAN AGENCY	0880	791816	680	0851	\$11,290.70
BELOW BID LIMIT (PCC 20111)					
MCI/LOS CABOS FOODS	1910	791617	130	5310	\$45,970.32
RFP 23-52R					
MCI/LOS CABOS FOODS	1910	792306	130	5310	\$45,970.32
RFP 23-52R					

MCI/LOS CABOS FOODS RFP 23-52R	1910	793014	130	5310	\$33,432.96
MCI/LOS CABOS FOODS RFP 23-52R	1910	793017	130	5310	\$10,430.64
MCS GLASS, INC. BELOW BID LIMIT (PCC 20111)	0919	791790	060	8150	\$19,313.39
MERCED CO. OFFICE OF ED. BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0725	792835	030	0173	\$20,725.00
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA BOE 01/08/14 A-10 (CUPCCAA)	1910	792852	060	7032	\$14,509.00
METEOR EDUCATION, LLC BOE 06/14/23 A-9 (PIGGYBACK)	0335	792822	030	7090	\$19,039.05
METEOR EDUCATION, LLC BOE 06/14/23 A-9 (PIGGYBACK)	0725	792824	030	0179	\$22,257.66
MORENO INSTITUTE, DBA RAUL Z. MORENO RFQ 22-09	0790	762286A	060	2600	\$344,894.46
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	792783	060	2600	\$20,853.00
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	792784	060	2600	\$11,585.00
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	792785	060	2600	\$11,585.00
NATIONAL UNIVERSITY BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0701	793133	060	5828	\$30,000.00
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0880	788399	680	0851	\$15,456.89
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0880	788712	680	0851	\$23,396.17
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0880	791769	680	0851	\$30,446.80
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0880	791785	680	0851	\$16,798.01
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0919	789224	060	8150	\$55,537.30
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0919	793049	060	8150	\$12,283.46
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0919	793051	060	8150	\$17,071.69
NEW LIFE PHYSICAL THERAPY SERVICES, PC DBA GOODFELLOW THERAPY BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0782	792915	060	6500	\$500,000.00
NEXT GEN MATH, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	1795	791683	060	3182	\$10,284.00

NEXT GEN MATH, LLC	1795	791688	060	3182	\$10,950.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NEXT GEN MATH, LLC	1795	791739	060	3182	\$10,860.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NEXT GEN MATH, LLC	1795	792667	060	3182	\$14,640.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ODELL PLANNING & RESEARCH, INC.	0905	791526	030	0738	\$13,800.00
RFQ 20-14 SECTION 6					
ODP BUSINESS SOLUTIONS, LLC	0015	OD000055812	030	7090	\$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0701	OD000055748	060	3010	\$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056515	030	0117	\$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	1891	OD000056456	030	0716	\$99,633.03
BOE 06/14/23 A-9 (PIGGYBACK)					
ORANSI, LLC	1920	791439	060	3213	\$4,848,703.13
RFP 24-10					
ORBACH, HUFF, SUAREZ, AND HENDERSON, LLP	1905	785069	030	0690	\$25,000.00
BOE 06/21/23 A-16					
OUT OF THE SHELL, LLC	1910	791627	130	5310	\$27,244.00
RFP 23-52R					
OXFORD UNIV. PRESS, INC.	1748	792025	060	6300	\$28,114.68
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
P & R PAPER SUPPLY CO.	1910	791741	130	5310	\$100,418.78
BOE 06/14/23 A-14 (PIGGYBACK)					
PARDINI'S CATERING	0790	792466	060	2600	\$75,000.00
BOE 09/27/23 A-9					
PARENTSQUARE, INC.	0758	791516	030	7091	\$12,925.80
BOE 06/14/23 A-9 (PIGGYBACK)					
PATTON SHEET METAL, INC.	0880	792217	680	0851	\$15,442.00
BOE 01/08/14 A-10 (CUPCCAA)					
PETERSON FARMS FRESH, INC.	1910	791334	130	5310	\$15,040.00
RFP 23-50R					
PETERSON FARMS FRESH, INC.	1910	792305	130	5310	\$21,056.00
RFP 23-50R					
PETERSON FARMS FRESH, INC.	1910	792700	130	5310	\$21,056.00
RFP 23-50R					
PETERSON FARMS FRESH, INC.	1910	793095	130	5310	\$33,088.00
RFP 23-50R					
PILGRIM'S PRIDE CORPORATION	1910	791912	130	5310	\$30,481.92
RFP 23-52R					
PLATINUM GROUP, THE	1910	791915	130	5310	\$40,040.00
BID 23-27					
PLATINUM GROUP, THE	1910	791917	130	5310	\$40,572.00
BID 23-27					
PPG ARCHITECTURAL FINISHES, INC.	0919	791636	060	8150	\$11,485.10

BELOW BID LIMIT (PCC 20111)					
PRO SOCCER, INC.	0790	791700	060	2600	\$95,000.00
BELOW BID LIMIT (PCC 20111)					
PROJECT LEAD THE WAY, INC.	0710	791866	060	6388	\$11,603.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PRUDENTIAL OVERALL SUPPLY	0919	792165	060	8150	\$15,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
READING HEART	0700	793178	030	0606	\$9,000.00
READING HEART	0700	793178	060	3010	\$14,000.00
BELOW BID LIMIT (PCC 20111)					
RECRUITMENT ALLEY, LLC	1730	791649	030	0188	\$250,000.00
EMERGENCY RESOLUTION 24-15					
RED GOLD, LLC	1910	791624	130	5310	\$14,593.60
RFP 23-52R					
REGENTS OF U.C. SAN FRANCISCO	0710	792745	030	7394	\$370,596.00
INTERAGENCY (PCC 10335)					
RICOH USA, INC.	0395	RL00009179	030	7090	\$20,446.04
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0421	RL00009202	030	0125	\$15,237.20
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0445	RL00009211	030	7090	\$17,024.00
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0450	RL00009215	030	7090	\$23,714.20
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0565	RL00009241	030	7090	\$16,286.90
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0701	RL00009205	060	3010	\$30,695.42
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0785	RL00009195	060	6500	\$1,459.48
RICOH USA, INC.	0785	RL00009195	060	6546	\$1,459.48
RICOH USA, INC.	0785	RL00009195	060	6547	\$9,695.84
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0787	RL00009193	060	6500	\$15,918.40
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0790	RL00009157	030	0152	\$10,549.96
RICOH USA, INC.	0790	RL00009157	060	2600	\$10,549.96
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0795	RL00009199	060	3010	\$17,626.04
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0852	RL00009174	030	0500	\$20,549.80
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0855	RL00009204	030	0670	\$13,677.85
RICOH USA, INC.	0855	RL00009204	030	0674	\$12,041.67
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0895	RL00009169	030	0716	\$11,319.30
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0895	RL00009171	030	0716	\$667,903.12

BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0895	RL00009172	030	0716	\$47,418.00
BOE 06/14/23 A-9 (PIGGYBACK)					
RMA GEOSCIENCE, INC.	1561	746878	350	0913	\$50,000.00
RFQ 20-14 SECTION 9					
RO HEALTH, LLC	1730	791659	030	0188	\$50,000.00
EMERGENCY RESOLUTION 24-15					
ROBIN KINCADE	0710	791470	060	6388	\$25,200.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ROBIN KINCADE	0710	792250	060	6388	\$10,458.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
RUNYON SALTZMAN, INC. DBA RSE	0935	793129	030	0188	\$50,700.00
BOE 09/13/23 A-31					
RUSH ADVERTISING	0705	783706	110	6391	\$22,000.00
RFQ 23-21					
SAN DIEGO STATE UNIVERSITY	0702	792156	060	3010	\$27,500.00
PROFESSIONAL SERVICES (GC 53060)					
SAN JOAQUIN CO. OFFICE OF ED.	0930	793066	030	0720	\$14,686.00
BELOW BID LIMIT (PCC 20111)					
SCHOLASTIC, INC.	0700	792331	060	7435	\$15,492.67
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792340	060	7435	\$25,078.32
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792346	060	7435	\$12,733.70
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792358	060	7435	\$17,225.87
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792364	060	7435	\$16,730.67
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792366	060	7435	\$23,203.65
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792369	060	7435	\$19,914.10
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792371	060	7435	\$24,370.89
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792372	060	7435	\$31,975.74
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792373	060	7435	\$26,599.30
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792375	060	7435	\$30,030.32
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792376	060	7435	\$17,508.84
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792378	060	7435	\$32,577.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792383	060	7435	\$26,139.46
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

SCHOLASTIC, INC.	0700	792385	060	7435	\$14,466.90
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792387	060	7435	\$19,454.27
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792388	060	7435	\$23,239.01
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792389	060	7435	\$25,219.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792392	060	7435	\$24,724.60
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792393	060	7435	\$30,914.61
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792395	060	7435	\$15,917.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792396	060	7435	\$16,447.70
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792397	060	7435	\$31,905.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792398	060	7435	\$19,029.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792399	060	7435	\$23,698.84
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792400	060	7435	\$28,438.60
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792401	060	7435	\$32,753.91
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792402	060	7435	\$28,827.69
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792403	060	7435	\$18,782.21
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792404	060	7435	\$19,595.76
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792410	060	7435	\$27,342.09
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792412	060	7435	\$21,435.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792414	060	7435	\$11,955.53
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792416	060	7435	\$29,075.29
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792417	060	7435	\$14,608.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792419	060	7435	\$17,013.65
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792420	060	7435	\$15,987.88
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792422	060	7435	\$23,415.87

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792425	060	7435	\$24,017.18
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792426	060	7435	\$12,733.70
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792427	060	7435	\$16,376.96
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792428	060	7435	\$14,714.50
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792429	060	7435	\$13,511.87
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792430	060	7435	\$17,084.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792433	060	7435	\$13,476.51
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792434	060	7435	\$20,373.93
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792441	060	7435	\$26,740.78
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792442	060	7435	\$21,328.96
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792449	060	7435	\$33,567.46
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792453	060	7435	\$16,483.07
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792455	060	7435	\$15,740.28
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792459	060	7435	\$17,650.32
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792461	060	7435	\$18,534.61
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792463	060	7435	\$18,499.25
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792464	060	7435	\$14,608.39
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792465	060	7435	\$14,997.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792467	060	7435	\$17,756.44
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792469	060	7435	\$13,688.73
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792470	060	7435	\$21,505.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792471	060	7435	\$16,164.73
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792472	060	7435	\$30,065.69
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

SCHOLASTIC, INC.	0700	792473	060	7435	\$28,756.95
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792474	060	7435	\$22,107.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792475	060	7435	\$11,601.81
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792476	060	7435	\$17,862.56
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792477	060	7435	\$25,149.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792481	060	7435	\$20,197.07
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792498	060	7435	\$16,093.98
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792499	060	7435	\$24,123.29
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792500	060	7435	\$22,001.01
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792501	060	7435	\$14,219.30
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792502	060	7435	\$19,949.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792506	060	7435	\$14,537.64
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792508	060	7435	\$26,210.21
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792510	060	7435	\$17,968.67
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792512	060	7435	\$25,573.53
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792518	060	7435	\$20,763.01
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792520	060	7435	\$18,004.04
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792521	060	7435	\$18,888.33
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792523	060	7435	\$28,969.17
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	792527	060	7435	\$23,274.38
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL HEALTH CORPORATION	1895	791378	030	0717	\$11,542.66
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL SPECIALTY. LLC	0710	792947	060	6388	\$25,570.88
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL SPORT	0919	791998	060	8150	\$21,275.00
BOE 01/08/14 A-10 (CUPCCAA)					
SCHOOL SPORT	0919	792004	060	8150	\$11,225.00

BOE 01/08/14 A-10 (CUPCCAA)					
SCHWAN'S FOOD SERVICE	1910	791588	130	5310	\$25,796.40
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	791607	130	5310	\$27,039.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	791608	130	5310	\$27,753.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	791609	130	5310	\$26,577.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	792695	130	5310	\$26,577.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	792696	130	5310	\$27,753.60
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	792697	130	5310	\$25,796.40
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	792698	130	5310	\$27,039.60
RFP 23-52R					
SHIFTING PERSPECTIVES, LLC	0702	783859	060	3213	\$21,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
SIM ARCHITECTS	1421	792772	350	0912	\$36,800.00
RFQ 20-13					
SIM ARCHITECTS	1950	766142	350	0917	\$41,660.00
RFQ 20-13					
SMART CITY ELECTRIC GROUP	0919	791368	350	0917	\$128,000.00
BID 0919-53607R					
SOUTHWEST SCHOOL SUPPLY	1891	791576	030	0716	\$17,540.24
BOE 06/14/23 A-9 (PIGGYBACK)					
SPRINGBOARD COLLABORATIVE	0755	792825	060	7435	\$1,483,800.00
RFQ 23-30S CATEGORY A, B					
STAR AUTISM SUPPORT, INC.	0785	792326	060	6266	\$36,627.50
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
STATE CENTER COMMUNITY COLLEGE DIST.	1123	792161	030	0189	\$2,500,000.00
BOE 03/09/22 A-8					
STUDY.COM, LLC	0701	791579	060	5823	\$19,999.56
BELOW BID LIMIT (PCC 20111)					
SUPPLEMENTAL HEALTHCARE	0781	791384	060	6500	\$99,227.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
SUPPLEMENTAL HEALTHCARE	0782	792158	060	6500	\$100,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
TASTY BRANDS, LLC	1910	791618	130	5310	\$47,030.40
RFP 23-52R					
TASTY BRANDS, LLC	1910	791619	130	5310	\$41,079.15
RFP 23-52R					
TEI Y STREET	0755	NR000053067	030	0189	\$14,000.00
BELOW BID LIMIT (PCC 20111)					
TEOCALLI CULTURAL ACADEMY	0385	793067	030	7090	\$11,600.00
RFQ 22-09					

THE STEPPING STONES GROUP, LLC EMERGENCY RESOLUTION 24-15	1730	792103	030	0188	\$50,000.00
THE STEPPING STONES GROUP, LLC BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	1785	793026	060	6500	\$2,000,000.00
THERMO KING FRESNO, INC. RFP 21-21	1910	792274	130	5310	\$21,477.00
THERMO KING FRESNO, INC. BELOW BID LIMIT (PCC 20111)	1910	793089	060	7032	\$27,317.68
THERMO KING FRESNO, INC. BELOW BID LIMIT (PCC 20111)	1910	793091	060	7032	\$27,317.68
TIFCO INDUSTRIES BELOW BID LIMIT (PCC 20111)	0919	790161	060	8150	\$13,000.00
TINCH-HOWARD AIR CONDITIONING BELOW BID LIMIT (PCC 20111)	0919	792800	060	8150	\$12,460.25
TK ELEVATOR CORPORATION BOE 01/08/14 A-10 (CUPCCAA)	0919	792914	060	8150	\$11,731.45
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1015	791940	060	3213	\$18,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 10	1035	791951	060	3213	\$18,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1145	792444	350	0912	\$255,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1170	792007	060	3213	\$18,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1385	792226	350	0917	\$95,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1395	792445	350	0916	\$158,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1395	792446	350	0916	\$198,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1395	792448	350	0916	\$198,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 10	1480	791952	060	3213	\$18,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1510	791941	060	3213	\$18,000.00
TR3 STUDIOS, LLC BOE 09/27/23 A-6	0656	791751	060	3213	\$49,400.00
TRANE COMPANY RFP 24-10	1920	791447	060	3213	\$3,263,082.69
TRIMAX MOWING SYSTEMS BELOW BID LIMIT (PCC 20111)	0919	791053	060	8150	\$16,437.17
TYSON FOODS, INC. RFP 23-52R	1910	791336	130	5310	\$33,835.20
TYSON FOODS, INC. RFP 23-52R	1910	791626	130	5310	\$17,740.00
TYSON FOODS, INC.	1910	792702	130	5310	\$31,702.50

RFP 23-52R					
UDEMY, INC.	0703	791814	060	3213	\$98,200.00
BELOW BID LIMIT (PCC 20111)					
UNIGLOBE TRAVEL	0055	791796	030	7090	\$18,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0601	791750	030	0500	\$29,715.03
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0601	791900	030	0500	\$25,636.63
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0706	792840	030	0157	\$30,641.60
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0796	793074	030	0667	\$10,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNITED SITE SERVICE, INC.	1150	791651	350	0916	\$39,226.49
BELOW BID LIMIT (PCC 20111)					
UNITED SKATES OF AMERICA, INC.	0710	792074	030	0194	\$74,000.00
BELOW BID LIMIT (PCC 20111)					
ALLIED UNIV. SECURITY SERVICES	0664	791685	030	0188	\$91,350.00
RESOLUTION 24-15					
VINCENT COMMUNICATIONS, INC.	0925	792584	030	0188	\$24,785.06
RESOLUTION 23-26					
VIQ ENTERPRISES, LLC	0755	792781	060	2600	\$36,250.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
VISTA HIGHER LEARNING, INC.	1748	TX000053013	060	6300	\$37,791.56
BOE 05/10/23 B-15					
VISTA PAINT CORPORATION	0919	792238	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
WALLY GONZALES	1270	793093	060	3213	\$17,100.00
RFQ 20-14 SECTION 8					
WATERFORD RESEARCH INSTITUTE, LLC	0755	792666	060	7435	\$66,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
WATERFORD RESEARCH INSTITUTE, LLC	0755	NR000053065	060	7435	\$72,600.00
BOE 09/13/23 A-17					
WHITE PINE LUMBER	0919	792793	060	8150	\$15,785.10
BELOW BID LIMIT (PCC 20111)					
WONDER VALLEY RANCH RESORT	0725	792407	030	0173	\$32,664.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	792409	030	0173	\$48,307.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
WORKED, INC.	0791	792994	060	2600	\$344,752.07
RFQ 22-09					
XELLO	0706	791592	030	0157	\$101,550.70
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
OCTOBER 1, 2023 TO OCTOBER 31, 2023
RATIFICATION DATE JANUARY 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
2L, INC.	0710	792312	060	6388	\$3,008.45
A&A TEXTILES	0710	793016	060	6388	\$5,000.00
ACE TROPHY SHOP	0015	791261	030	7091	\$800.00
ACE TROPHY SHOP	0465	792889	030	7090	\$2,000.00
ACE TROPHY SHOP	0485	792590	030	7090	\$1,000.00
ADAPTIVEMALL.COM	0788	793062	060	6500	\$824.76
ADAPTIVEMALL.COM	0788	793088	060	6500	\$824.76
AGILE SPORTS TECHNOLOGIES	0145	786644	030	0172	\$617.40
AGILE SPORTS TECHNOLOGIES	0185	792635	030	0172	\$3,505.83
AGILE SPORTS TECHNOLOGIES	0395	791527	030	0172	\$4,795.00
AIRWAYS GOLF COURSE	0725	791705	030	0172	\$1,000.00
ALERT-O-LITE, INC.	1920	783682	030	0734	\$2,000.00
ALL AMERICAN SPORTS USA	0035	792228	030	0172	\$3,044.63
ALL AMERICAN SPORTS USA	0175	792008	030	0172	\$575.00
ALL AMERICAN SPORTS USA	0175	792008	030	7090	\$1,150.00
ALL AMERICAN SPORTS USA	0175	792008	030	7091	\$575.00
ALL AMERICAN SPORTS USA	0340	791331	030	0172	\$3,600.00
ALL AMERICAN SPORTS USA	0415	792142	030	0172	\$1,089.71
ALL AMERICAN SPORTS USA	0417	791894	030	0115	\$1,105.16
ALL FOR FUN	0130	791640	030	0171	\$1,406.25
ALL HAZARD EHS, INC.	0924	791257	060	8150	\$900.00
ALL HAZARD EHS, INC.	0924	791719	060	8150	\$1,350.00
ALL PHASE, CED	0919	792214	060	8150	\$1,924.19
ALLARD'S, INC.	0123	791841	030	7090	\$500.00
ALLARD'S, INC.	0185	792509	030	0125	\$500.00
ALLARD'S, INC.	0315	793135	060	6010	\$1,000.00
ALLARD'S, INC.	0335	791517	030	7140	\$350.00
ALLARD'S, INC.	0395	792088	030	7090	\$415.00
ALLARD'S, INC.	0410	791930	060	6010	\$2,000.00
ALLARD'S, INC.	0420	793136	060	6010	\$2,500.00
ALLARD'S, INC.	0421	791200	030	0125	\$200.00
ALLARD'S, INC.	0440	792275	030	7090	\$200.00
ALLARD'S, INC.	0700	791696	030	0606	\$2,550.00
ALLARD'S, INC.	0700	791845	030	0606	\$2,166.54
ALLARD'S, INC.	0710	791667	060	6388	\$300.00
ALLARD'S, INC.	0727	792124	030	0168	\$450.00
ALLARD'S, INC.	0727	793138	030	0168	\$850.00
ALLARD'S, INC.	0727	793139	030	0168	\$425.00
ALLARD'S, INC.	0790	787783	060	2600	\$2,500.00
ALLARD'S, INC.	1060	791693	030	7394	\$100.00

ALLIANCE ENVIRONMENTAL GROUP, LLC	0919	792655	060	8150	\$8,000.00
ALLIED ELEC. MOTOR SERV., INC.	0919	788885	060	8150	\$3,137.36
ALLIED STORAGE CONTAINERS, INC.	0125	792564	030	0124	\$178.77
ALLIED STORAGE CONTAINERS, INC.	0125	793094	030	0124	\$600.00
ALLIED STORAGE CONTAINERS, INC.	0880	791927	680	0851	\$216.70
ALLIED STORAGE CONTAINERS, INC.	1010	770605A	060	3213	\$996.13
ALLIED STORAGE CONTAINERS, INC.	1120	757191B	350	0917	\$4,622.22
ALLIED STORAGE CONTAINERS, INC.	1195	770610A	060	3213	\$996.13
A-MARK T-SHIRT, INC.	0010	792140	030	0115	\$1,500.00
A-MARK T-SHIRT, INC.	0055	791379	030	0125	\$4,000.00
A-MARK T-SHIRT, INC.	0070	792883	080	8210	\$2,459.55
A-MARK T-SHIRT, INC.	0135	791419	030	0172	\$1,267.70
A-MARK T-SHIRT, INC.	0175	792876	080	8210	\$2,991.54
A-MARK T-SHIRT, INC.	0415	792542	030	7090	\$2,383.70
A-MARK T-SHIRT, INC.	0430	792031	030	0172	\$1,500.00
A-MARK T-SHIRT, INC.	0430	792353	080	8210	\$325.05
A-MARK T-SHIRT, INC.	0430	792354	080	8210	\$5,161.79
A-MARK T-SHIRT, INC.	0505	791529	030	0171	\$604.59
A-MARK T-SHIRT, INC.	0505	791530	030	0171	\$769.29
A-MARK T-SHIRT, INC.	0565	791326	030	7090	\$241.70
A-MARK T-SHIRT, INC.	0703	792537	030	0720	\$8,473.29
A-MARK T-SHIRT, INC.	0710	792838	060	6388	\$1,688.09
A-MARK T-SHIRT, INC.	0710	793173	030	0194	\$5,776.00
A-MARK T-SHIRT, INC.	0765	791752	120	6105	\$2,600.40
A-MARK T-SHIRT, INC.	0880	792735	670	0841	\$779.04
A-MARK T-SHIRT, INC.	0889	791746	030	0709	\$5,000.00
AMAZON CAPITAL SERVICES	0012	791799	030	0134	\$500.00
AMAZON CAPITAL SERVICES	0015	785545	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0025	793197	080	8210	\$2,500.00
AMAZON CAPITAL SERVICES	0035	786392	030	7090	\$4,000.00
AMAZON CAPITAL SERVICES	0120	783554	030	0110	\$3,000.00
AMAZON CAPITAL SERVICES	0210	786413	030	0110	\$1,056.00
AMAZON CAPITAL SERVICES	0230	787211	030	7091	\$3,300.00
AMAZON CAPITAL SERVICES	0235	787164	030	0171	\$1,000.00
AMAZON CAPITAL SERVICES	0265	786393	030	7090	\$3,000.00
AMAZON CAPITAL SERVICES	0340	784014	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0355	785532	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0395	792239	030	0125	\$2,000.00
AMAZON CAPITAL SERVICES	0440	787168	030	7090	\$1,000.00
AMAZON CAPITAL SERVICES	0450	788655	030	7090	\$1,200.00
AMAZON CAPITAL SERVICES	0490	786346	030	7090	\$3,000.00
AMAZON CAPITAL SERVICES	0580	789857	030	0625	\$2,500.00
AMAZON CAPITAL SERVICES	0664	784188	030	0672	\$1,000.00
AMAZON CAPITAL SERVICES	0785	791763	060	9018	\$1,000.00
AMAZON CAPITAL SERVICES	0897	792005	030	0716	\$1,000.00
AMAZON CAPITAL SERVICES	1748	IB000048000	060	6300	\$463.75

AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS, INC.	0170	793071	060	3182	\$1,000.00
AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS, INC.	0340	793079	030	0110	\$1,000.00
AMERICAN MUSIC	0100	792565	680	0851	\$2,132.57
AMERICAN MUSIC	0220	791937	030	0172	\$5,516.72
AMERICAN MUSIC	0727	792864	030	0168	\$280.00
AMERICAN T'S	0710	792758	030	0152	\$303.38
AMERICAN T'S	1400	792566	030	7394	\$700.00
AMERITECH BUINESS SYSTEMS	0888	791876	030	0140	\$1,000.00
AMS ENTERTAINMENT-FRESNO	0755	792381	060	2600	\$595.00
ANATOMICAL WORLDWIDE, LLC DBA ANATOMYY WAREHOUSE	1910	791839	130	9074	\$416.25
ANCORA PUBLISHING	0810	791461	030	0649	\$1,249.77
APPLEBY IMAGING, INC.	1910	791449	130	5310	\$3,750.00
ARBITER SPORT, LLC	0335	792810	030	0172	\$2,132.67
ARBOR SCIENTIFIC	0100	792709	030	7140	\$34.00
ARROWHEAD FORENSICS	0710	792159	060	6388	\$2,098.36
ARTISAN MARKETING GROUP	0125	791433	030	7090	\$6,370.08
ARTISAN MARKETING GROUP	0210	792106	030	7090	\$1,200.00
ASIAN SUPERMARKET	0567	786156	030	7090	\$1,000.00
ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL	0875	792974	030	0700	\$499.00
AT&T MOBILITY	0227	792350	060	5634	\$375.16
AT&T MOBILITY	0227	AT000053085	060	5634	\$4,200.00
AT&T MOBILITY	0619	792215	030	0138	\$53.59
AT&T MOBILITY	0619	AT000053024	030	0138	\$600.00
AT&T MOBILITY	0725	789340	030	0173	\$0.74
AT&T MOBILITY	0725	791327	030	0172	\$0.74
AT&T MOBILITY	0725	AT000053002	030	0172	\$600.00
AT&T MOBILITY	0730	792361	060	9017	\$2,914.57
AT&T MOBILITY	0730	AT000053086	060	9017	\$2,400.00
AT&T MOBILITY	0770	792213	060	6500	\$160.78
AT&T MOBILITY	0930	791997	030	0720	\$214.38
AT&T MOBILITY	0930	AT000053021	030	0720	\$2,400.00
ATHLETIC DESIGNS	0060	768486	030	0110	\$91.65
ATKINSON, ANDELSON, LOYA, RUUD, AND ROMO	0702	792251	060	3010	\$3,316.76
ATTAINMENT COMPANY, INC.	0421	791557	030	0625	\$1,449.42
ATTAINMENT COMPANY, INC.	1748	792921	060	6300	\$967.11
AUDEAMUS	0150	792491	030	7090	\$525.76
AUDEAMUS	0235	793134	030	0125	\$971.52
AUDEAMUS	0455	791520	030	0625	\$525.76
AUDEAMUS	0758	792016	030	7091	\$525.76
AUDEAMUS	0791	792638	060	2600	\$971.52
AUTHORIZED VAC AND SEW CENTER	0710	792218	060	6388	\$2,166.99
B & H PHOTO-VIDEO, INC.	0421	792029	030	7090	\$1,036.57
B & H PHOTO-VIDEO, INC.	0710	792746	060	6388	\$3,633.16
B AWESUM	0755	792782	060	2600	\$4,200.00

BALLOONS ARE EVERYWHERE, INC.	0055	783679	030	0171	\$1,000.00
BALLOONS ARE EVERYWHERE, INC.	0145	792027	030	7090	\$1,000.00
BALLOONS ARE EVERYWHERE, INC.	0235	785141	030	0172	\$500.00
BALLOONS ARE EVERYWHERE, INC.	0395	792291	030	0172	\$2,500.00
BAND SHOPPE	0421	792032	030	0125	\$867.33
BARNES & NOBLE, INC.	0045	792252	030	0625	\$500.00
BARNES & NOBLE, INC.	0045	793234	030	0113	\$700.00
BARNES & NOBLE, INC.	0045	793235	030	0113	\$943.00
BARNES & NOBLE, INC.	0045	793236	030	0113	\$943.00
BARNES & NOBLE, INC.	0045	793237	030	0113	\$400.00
BARNES & NOBLE, INC.	0045	793238	030	0113	\$720.00
BARNES & NOBLE, INC.	0045	793239	030	0113	\$543.00
BARNES & NOBLE, INC.	0070	792869	030	0625	\$500.00
BARNES & NOBLE, INC.	0095	793116	060	6010	\$500.00
BARNES & NOBLE, INC.	0130	791831	060	3010	\$863.98
BARNES & NOBLE, INC.	0145	791430	030	0625	\$2,000.00
BARNES & NOBLE, INC.	0145	792724	030	7091	\$1,500.00
BARNES & NOBLE, INC.	0145	792939	030	7090	\$315.00
BARNES & NOBLE, INC.	0145	792943	030	7091	\$1,500.00
BARNES & NOBLE, INC.	0145	792950	030	7091	\$1,500.00
BARNES & NOBLE, INC.	0145	792951	030	7091	\$1,500.00
BARNES & NOBLE, INC.	0155	792757	030	0113	\$1,135.00
BARNES & NOBLE, INC.	0160	793218	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0200	792962	060	2600	\$1,000.00
BARNES & NOBLE, INC.	0230	792832	060	3010	\$440.77
BARNES & NOBLE, INC.	0265	792719	030	0624	\$3,000.00
BARNES & NOBLE, INC.	0290	793215	060	6010	\$1,000.00
BARNES & NOBLE, INC.	0320	791382	060	3010	\$230.00
BARNES & NOBLE, INC.	0320	791476	030	0625	\$1,250.00
BARNES & NOBLE, INC.	0320	792254	030	0110	\$390.00
BARNES & NOBLE, INC.	0370	786626	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0460	792954	060	6010	\$1,000.00
BARNES & NOBLE, INC.	0535	791905	030	0625	\$300.00
BARNES & NOBLE, INC.	0700	792991	060	3213	\$633.03
BARNES & NOBLE, INC.	0700	793110	030	0144	\$92.91
BARNES & NOBLE, INC.	0701	791465	060	3213	\$3,775.56
BARNES & NOBLE, INC.	0701	792555	060	5823	\$5,387.87
BARNES & NOBLE, INC.	0701	792712	060	3010	\$1,785.07
BARNES & NOBLE, INC.	0755	787341	030	0176	\$500.00
BARNES & NOBLE, INC.	0755	793098	030	0189	\$715.11
BARNES & NOBLE, INC.	1748	792664	060	6300	\$4,042.81
BARNES & NOBLE, INC.	1795	791603	060	3182	\$471.54
BAUDVILLE	0100	792732	030	0115	\$3,024.75
BAUDVILLE	0265	792893	030	7090	\$2,097.95
BELMONT NURSERY	0335	791848	030	0125	\$200.00
BETTER ENTERPRISES, INC.	1235	778423	060	3213	\$1,735.00
BETTER FLOORING, INC.	0919	791724	060	8150	\$2,559.10

BETTER FLOORING, INC.	0919	792204	060	8150	\$6,102.35
BIG 5 SPORTING GOODS	0450	791708	030	0172	\$805.00
BIG 5 SPORTING GOODS CORP.	0225	792120	030	0172	\$500.00
BIG 5 SPORTING GOODS CORP.	0315	791853	030	0172	\$500.00
BIG 5 SPORTING GOODS CORP.	0455	792604	030	7090	\$200.00
BIOZONE CORPORATION	0145	791589	030	7090	\$4,319.20
BJS KOUNTRY KITCHEN ORIGINAL, LLC	0450	791868	030	7090	\$568.50
BLACKBEARDS	0465	792649	030	7090	\$1,755.00
BLAIR, CHURCH AND FLYNN	1185	793120	350	0913	\$3,990.00
BLAIR, CHURCH AND FLYNN	1335	793121	350	0913	\$3,990.00
BLICK ART MATERIALS	0055	791614	030	0125	\$2,284.43
BLICK ART MATERIALS	0130	792694	030	0125	\$380.73
BLICK ART MATERIALS	0230	791934	030	7091	\$273.42
BLICK ART MATERIALS	0700	777044	060	3010	\$90.12
BLICK ART MATERIALS	0727	792178	030	0168	\$849.56
BLKMPWR, LLC	0755	792225	060	2600	\$7,000.00
BLUFF POINTE GOLF COURSE	0725	791662	030	0172	\$2,500.00
BOBBY SALAZARS	0355	792173	030	7091	\$1,000.00
BOBBY SALAZARS	0421	785960	030	0125	\$1,500.00
BOBBY SALAZAR'S/BLACKSTONE DBA A & M BROS, LLC	0125	793155	030	0124	\$1,112.39
BOBBY SALAZAR'S/BLACKSTONE DBA A & M BROS, LLC	0237	791616	030	0133	\$500.00
BOBBY SALAZAR'S/BLACKSTONE DBA A & M BROS, LLC	0290	791725	030	7090	\$450.00
BOBBY SALAZAR'S/BLACKSTONE DBA A & M BROS, LLC	0865	792605	030	0602	\$600.00
BOOMERANG PROJECT, THE	0145	793055	030	0171	\$3,475.00
BOOMERANG PROJECT, THE	0725	792143	030	0173	\$6,950.00
BOOT BARNES HOLDINGS	0897	792874	030	0716	\$9,750.00
BREAKOUT, INC.	0710	792154	030	0194	\$3,095.43
BREANA WISE, DBA JITTERS COFFEE TRUCK	0095	792119	030	7090	\$400.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0175	791389	030	7090	\$350.00
BROCKHAGE CORPORATION, DBA LOCKPICKS.COM	0919	773148A	060	8150	\$866.58
BSN SPORTS, LLC	0030	793141	030	0172	\$2,200.05
BSN SPORTS, LLC	0055	792051	030	0172	\$5,053.99
BSN SPORTS, LLC	0102	792579	030	2430	\$8,000.00
BSN SPORTS, LLC	0145	791657	030	0123	\$1,993.35
BSN SPORTS, LLC	0145	791884	030	0172	\$1,940.90
BSN SPORTS, LLC	0145	791914	030	0172	\$4,235.75
BSN SPORTS, LLC	0145	792841	030	0125	\$1,985.20
BSN SPORTS, LLC	0185	792408	070	0761	\$4,886.70
BSN SPORTS, LLC	0235	791920	030	0172	\$3,103.46
BSN SPORTS, LLC	0235	792639	030	0172	\$1,280.20
BSN SPORTS, LLC	0235	792756	030	0172	\$718.13
BSN SPORTS, LLC	0235	793145	030	0172	\$3,429.98
BSN SPORTS, LLC	0325	791764	030	0172	\$3,119.10
BSN SPORTS, LLC	0335	791761	030	0172	\$989.55
BSN SPORTS, LLC	0335	792160	030	0172	\$78.38
BSN SPORTS, LLC	0335	792647	030	7090	\$4,152.60
BSN SPORTS, LLC	0335	792998	030	0172	\$537.32

BSN SPORTS, LLC	0335	793003	030	0172	\$1,836.79
BSN SPORTS, LLC	0335	793143	030	0172	\$261.98
BSN SPORTS, LLC	0395	792044	030	7090	\$3,027.08
BSN SPORTS, LLC	0395	792049	030	7090	\$517.48
BSN SPORTS, LLC	0395	792057	030	0172	\$1,983.86
BSN SPORTS, LLC	0395	792771	030	0172	\$934.82
BSN SPORTS, LLC	0415	789888	030	0172	\$2,209.49
BSN SPORTS, LLC	0505	791581	030	0172	\$1,051.77
BSN SPORTS, LLC	0530	793156	030	0172	\$1,186.78
BSN SPORTS, LLC	0710	791445	030	0152	\$3,957.04
BUCHANAN HIGH SCHOOL	0185	791673	030	0172	\$475.00
BUCHANAN HIGH SCHOOL	0417	792946	030	0171	\$100.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0725	791851	030	0171	\$1,000.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0755	792971	030	0189	\$1,000.00
CA ASSOC. FOR HEALTH, PHYSICAL ED, RECERATION AND DANCE	0030	791434	030	7090	\$355.00
CA FOUNDATION FOR AG IN THE CLASSROOM	1910	791793	130	9074	\$1,999.50
CADA CENTRAL	0125	792460	030	0171	\$770.00
CADA CENTRAL	0145	791795	030	7090	\$530.00
CADA CENTRAL	0170	792138	030	0171	\$375.00
CADA CENTRAL	0170	792880	030	0171	\$480.00
CADA CENTRAL	0423	792762	030	7090	\$910.00
CADA CENTRAL	0505	792421	030	0171	\$300.00
CADA CENTRAL	0755	792028	030	0189	\$4,000.00
CAL-HOSA, INC.	0710	777866A	030	0152	\$400.00
CALIF. BAND DIRECTORS ASSOC.	0727	791968	030	0168	\$500.00
CALIF. ASSOCIATION OF SKILLS USA, INC.	0710	792379	060	6388	\$75.00
CALIF. ASSOCIATION OF SKILLS USA, INC.	0710	792380	060	6387	\$70.00
CALIFORNIA BUSINESS MACH., INC.	0465	792721	030	7090	\$500.00
CALIFORNIA JUMPING	0045	791556	080	8210	\$1,713.00
CALIFORNIA KEYBOARDS	0130	791560	030	7090	\$1,500.00
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	792223	060	9017	\$192.00
CALIFORNIA SCHOOL NURSES ORGANIZATION	0730	792674	060	9017	\$93.00
CALIFORNIA STATE UNIVERSITY, SAN MARCOS	0810	793001	030	0649	\$9,423.00
CALIFORNIA SWEEPERS	1910	792715	130	5310	\$661.22
CALVERT CATERING, DBA APPLE SPICE	0230	791458	030	0124	\$1,137.53
CALVERT CATERING, DBA APPLE SPICE	0230	792316	030	0124	\$541.32
CALVERT CATERING, DBA APPLE SPICE	0230	793227	030	0124	\$827.56
CALVERT CATERING, DBA APPLE SPICE	0423	788927	030	7090	\$250.00
CALVERT CATERING, DBA APPLE SPICE	0450	791867	030	7090	\$773.07
CALVERT CATERING, DBA APPLE SPICE	0617	791779	030	0675	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0758	791571	030	0117	\$1,000.00
CAPTUREIT! IMPRINTING	0265	792015	030	7090	\$406.23
CAPTUREIT! IMPRINTING	0265	792018	030	7090	\$403.06
CAPTUREIT! IMPRINTING	0265	792573	030	7090	\$617.60
CAPTUREIT! IMPRINTING	0265	792576	030	7090	\$2,788.93
CAPTUREIT! IMPRINTING	0265	793004	030	7090	\$996.53

CAROLINA BIOLOGICAL SUPPLY CO.	0395	792070	060	722D	\$928.36
CASA CORONA	0055	791984	030	7091	\$500.00
CASA CORONA	0601	791729	030	0500	\$350.00
CASTANEDA, DAVID	0930	791965	030	0720	\$79.00
CASTRO, JAMES	0930	791964	030	0720	\$79.00
CAVENDISH SQUARE PUBLISHING	0423	792882	030	0625	\$1,081.20
CCAA	0127	791648	030	7090	\$528.00
CDW GOVERNMENT, INC.	0005	789263	030	7090	\$399.27
CDW GOVERNMENT, INC.	0060	791826	060	2600	\$862.04
CDW GOVERNMENT, INC.	0125	792567	030	0625	\$9,946.93
CDW GOVERNMENT, INC.	0208	792492	080	8210	\$631.19
CDW GOVERNMENT, INC.	0235	792713	030	0123	\$133.09
CDW GOVERNMENT, INC.	0235	792868	030	0125	\$3,834.59
CDW GOVERNMENT, INC.	0295	792916	030	7090	\$188.44
CDW GOVERNMENT, INC.	0395	792736	030	7090	\$4,282.55
CDW GOVERNMENT, INC.	0440	792108	030	7090	\$1,062.41
CDW GOVERNMENT, INC.	0450	791869	030	7090	\$582.69
CDW GOVERNMENT, INC.	0480	792949	030	7090	\$747.60
CDW GOVERNMENT, INC.	0664	791865	030	0188	\$203.64
CDW GOVERNMENT, INC.	0664	792363	030	0672	\$1,869.04
CDW GOVERNMENT, INC.	0700	791528	060	3010	\$263.96
CDW GOVERNMENT, INC.	0710	791532	030	0152	\$150.61
CDW GOVERNMENT, INC.	0710	792405	060	6388	\$1,702.35
CDW GOVERNMENT, INC.	0710	792738	060	6388	\$1,246.03
CDW GOVERNMENT, INC.	0730	791547	060	9017	\$6,332.63
CDW GOVERNMENT, INC.	0730	792808	060	9017	\$133.09
CDW GOVERNMENT, INC.	0732	792535	030	0658	\$747.62
CDW GOVERNMENT, INC.	0732	792890	030	0658	\$164.59
CDW GOVERNMENT, INC.	0758	792048	030	7091	\$532.36
CDW GOVERNMENT, INC.	0787	792104	060	6500	\$1,119.42
CDW GOVERNMENT, INC.	0794	792209	030	0663	\$226.72
CDW GOVERNMENT, INC.	0795	792267	060	3010	\$133.09
CDW GOVERNMENT, INC.	0796	792100	030	0667	\$5,727.62
CDW GOVERNMENT, INC.	0810	791456	030	0137	\$150.61
CDW GOVERNMENT, INC.	0810	791456	030	0640	\$2,068.40
CDW GOVERNMENT, INC.	0810	792570	030	0649	\$335.89
CDW GOVERNMENT, INC.	0810	792944	030	0649	\$211.50
CDW GOVERNMENT, INC.	0811	792815	030	0130	\$167.13
CDW GOVERNMENT, INC.	0812	792360	030	0137	\$254.35
CDW GOVERNMENT, INC.	0855	792571	030	0670	\$253.54
CDW GOVERNMENT, INC.	0860	792809	030	0694	\$2,163.89
CDW GOVERNMENT, INC.	0860	792932	030	0694	\$976.74
CDW GOVERNMENT, INC.	0865	793209	030	0500	\$665.45
CDW GOVERNMENT, INC.	0880	791548	670	0841	\$167.94
CDW GOVERNMENT, INC.	0880	792729	670	0841	\$668.51
CDW GOVERNMENT, INC.	1270	791531	060	3213	\$6,879.52
CDW GOVERNMENT, INC.	1891	791468	030	0716	\$8,776.35

CDW GOVERNMENT, INC.	1910	792716	130	5310	\$1,596.65
CEFERINO DOLORES LOPEZ	0919	793036	060	8150	\$3,920.00
CEFERINO DOLORES LOPEZ	0919	793038	060	8150	\$1,963.21
CEFERINO DOLORES LOPEZ	0919	793040	060	8150	\$2,983.27
CELLFIX	0664	792891	030	0672	\$216.70
CELLFIX	0888	791877	030	0140	\$500.00
CENGAGE LEARNING	1748	792090	060	6300	\$7,130.59
CENTER FOR LAND-BASED LEARNING	0335	791501	060	6385	\$525.00
CENTRAL CAL METALS	0919	790032	060	8150	\$8,500.00
CENTRAL EAST HIGH SCHOOL	0185	793205	030	0172	\$300.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	787989	030	0716	\$396.24
CENTRAL SANITARY SUPPLY CO., INC.	1910	791692	130	5310	\$4,327.50
CENTRAL SANITARY SUPPLY CO., INC.	1910	791695	130	5310	\$2,596.50
CENTRAL SANITARY SUPPLY CO., INC.	1910	791697	130	5310	\$1,296.95
CENTRAL SANITARY SUPPLY CO., INC.	1910	791701	130	5310	\$5,885.57
CENTRAL SANITARY SUPPLY CO., INC.	1910	791740	130	5310	\$886.02
CENTRAL SANITARY SUPPLY CO., INC.	1910	792141	130	5310	\$3,890.85
CENTRAL SANITARY SUPPLY CO., INC.	1910	792152	130	5310	\$2,259.31
CENTRAL SANITARY SUPPLY CO., INC.	1910	792153	130	5310	\$1,350.26
CENTRAL SANITARY SUPPLY CO., INC.	1910	793018	130	5310	\$3,219.56
CENTRAL STAR MARKETING, LLC	0885	791643	030	0140	\$876.79
CENTRAL STAR MARKETING, LLC	0885	792034	030	0140	\$76.87
CENTRAL STAR MARKETING, LLC	0885	792585	030	0140	\$987.97
CENTRAL VALLEY BLACK NURSES ASSOCIATION	0860	792322	030	0694	\$1,500.00
CENTRAL VALLEY SPORTS STITCH AND INK	0070	792589	030	0110	\$7,050.00
CENTRAL VALLEY SPORTS STITCH AND INK	0185	793153	030	0172	\$371.00
CENTRAL VALLEY SPORTS STITCH AND INK	0421	791802	030	0125	\$929.66
CENTRAL VALLEY SPORTS STITCH AND INK	0421	792241	030	0172	\$3,787.92
CENTRAL VALLEY SPORTS STITCH AND INK	0421	792593	030	7090	\$533.93
CENTRAL VALLEY SPORTS STITCH AND INK	0530	792210	080	8210	\$1,237.58
CENTRAL VALLEY SPORTS STITCH AND INK	0530	793182	030	7090	\$1,000.00
CERVANTES, LUIS	0930	791967	030	0720	\$79.00
CHAVEZ, DAVID	0930	792597	030	0720	\$177.89
CHILDREN'S PLUS, INC.	0120	792240	030	0625	\$4,149.69
CHILDREN'S PLUS, INC.	0175	791897	030	0625	\$5,998.38
CHILDREN'S PLUS, INC.	0535	792037	030	0625	\$5,895.44
CHILDREN'S PLUS, INC.	0765	792073	120	6105	\$702.56
CHILDREN'S PLUS, INC.	0785	792693	060	6547	\$215.49
CHILDREN'S PLUS, INC.	0785	792837	060	6547	\$129.29
CHOCOLATE WISHES AND TREATS	0340	792413	030	0110	\$1,020.00
CHOCOLATE WISHES AND TREATS	0440	786662	030	7090	\$1,200.00
CHOCOLATE WISHES AND TREATS	0440	792064	030	7090	\$200.00
CHOCOLATE WISHES AND TREATS	0885	784357	030	0140	\$750.00
CHURRASCO GRILL	0435	791745A	030	7090	\$449.38
CIF CENTRAL SECTION	0055	792823	030	0172	\$250.00
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0930	791653	030	0720	\$3,536.00

CITY OF FRESNO/FIRE DEPT.	1100	791949	060	3213	\$134.00
CITY OF FRESNO/FIRE DEPT.	1230	791656	060	3213	\$134.00
CITY OF FRESNO/FIRE DEPT.	1415	791945	060	3213	\$134.00
CITY OF FRESNO/FIRE DEPT.	1575	791946	060	3213	\$134.00
CITY OF FRESNO/POLICE DEPT.	0235	793122	030	0123	\$500.00
CKEPUSA, LLC	1910	793032	060	7032	\$5,623.08
CLAY MIX	0195	787654	030	0172	\$200.00
CLAY MIX	0727	792278	030	0168	\$850.00
CLAY MIX	0727	793137	030	0168	\$425.00
CLINTON BUSINESS AND CONFERENCE CENTER, LLC	0703	791658	060	7311	\$5,250.00
CLOVIS HIGH SCHOOL	0145	791593	030	0172	\$100.00
CLOVIS HIGH SCHOOL	0395	792799	030	0172	\$600.00
CLOVIS NORTH HIGH SCHOOL	0145	792179	030	0172	\$230.00
CLOVIS NORTH HIGH SCHOOL	0185	791873	030	0172	\$210.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	791650	030	0141	\$922.50
CLOVIS VETERANS MEMORIAL DISTRICT	0810	792853	030	0141	\$5,357.50
CLOVIS VETERANS MEMORIAL DISTRICT	0811	792850	030	0130	\$40.00
CLOVIS WEST HIGH SCHOOL	0055	792829	030	0172	\$500.00
CLOVIS WEST HIGH SCHOOL	0185	791872	030	0172	\$190.00
CMAC	0055	792972	030	0172	\$3,400.00
COMCAST CABLE	0850	792102	030	0681	\$3,000.00
COMMERCIAL NEON, INC.	1787	793019	350	0917	\$8,060.20
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	791415	120	6105	\$1,786.69
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	791417	120	6105	\$1,786.69
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	793196	120	6105	\$572.79
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	793198	120	6105	\$467.70
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	793199	120	6105	\$557.04
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	793059	060	6500	\$1,015.79
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	793090	060	6500	\$865.46
CONNOR LILLES	0885	784626	030	0188	\$804.00
CORE BUSINESS INTERIORS, INC.	0710	792706	030	0152	\$1,395.68
CORE BUSINESS INTERIORS, INC.	0755	792963	030	0176	\$7,104.11
CORE BUSINESS INTERIORS, INC.	0810	792960	030	0137	\$420.00
CORE BUSINESS INTERIORS, INC.	0810	792960	030	0640	\$2,500.00
CORE BUSINESS INTERIORS, INC.	0810	792960	030	0649	\$1,855.63
CORIE WIGGINS	0700	792085	030	0606	\$1,500.00
CORWIN PRESS	0700	788241	030	0606	\$1,323.83
COSCO FIRE PROTECTION, INC.	0919	785194	060	8150	\$6,109.10
COSCO FIRE PROTECTION, INC.	0919	785196	060	8150	\$3,781.56
COURTESY MOVING SERVICE	1005	792365	060	3213	\$65.01
COURTESY MOVING SERVICE	1035	792367	060	3213	\$65.01
COURTESY MOVING SERVICE	1510	793123	060	3213	\$86.38
CRESCO	1910	791435	130	5310	\$46.54
CRESCO	1910	791812	130	5310	\$1,187.15
CRESCO	1910	793046	060	7032	\$32.34
CRESCO	1910	793105	060	7032	\$775.73
CROMER, INC.	0897	769077	030	0716	\$8.00

CRUMBL COOKIES	0235	792556	030	7090	\$736.00
CRUMBL COOKIES	0440	791494	030	7090	\$200.00
CSLA/CA SCHOOL LIBRARY ASSOC.	0330	792581	030	0625	\$395.00
CULLINAN EDUCATION CENTER	0035	791829	030	7091	\$910.14
CULLINAN EDUCATION CENTER	0510	792036	030	7091	\$8,940.00
CURRICULUM ASSOCIATES, INC.	0140	793011	030	7090	\$6,035.00
CURRICULUM ASSOCIATES, INC.	0170	791471	030	7099	\$6,936.00
CURRICULUM ASSOCIATES, INC.	0250	792774	030	7099	\$6,035.00
CURRICULUM ASSOCIATES, INC.	0340	791551	030	7090	\$6,035.00
CURRICULUM ASSOCIATES, INC.	0430	792076	030	7099	\$8,602.00
DARDEN ARCHITECTS, INC.	1961	746944	400	0917	\$5,070.00
DARRELL WAYNE BLANKS	0701	791953	060	4035	\$2,500.00
DAVE AND BUSTERS	0170	792135	030	7090	\$1,948.13
DAVIS MORENO CONSTRUCTION, INC.	1150	777789	350	0913	\$9,640.57
DECKER EQUIPMENT	0919	792194	060	8150	\$1,011.19
DEERE AND COMPANY	0710	765899A	060	6387	\$606.61
DELANEY EDUCATIONAL ENTERPRISE	0460	792014	030	0625	\$5,442.50
DELI DELICIOUS	0005	792424	030	0111	\$1,000.00
DELI DELICIOUS	0015	791824	030	7091	\$500.00
DELI DELICIOUS	0440	789175	030	0115	\$300.00
DELI DELICIOUS	0601	791726	030	0500	\$200.00
DELI DELICIOUS	0701	792045	030	0193	\$4,000.00
DELI DELICIOUS	0730	792121	030	0656	\$600.00
DELI DELICIOUS	0755	791992	030	0176	\$1,000.00
DELI DELICIOUS	0886	784221	030	0140	\$1,500.00
DELI DELICIOUS #8	0185	791567	030	0123	\$2,000.00
DELL FINANCIAL SERVICES, LLC DBA ONE DELL WAY	0897	791714	030	0716	\$2,866.64
DELTAMATH SOLUTIONS. INC.	0395	791358	030	0125	\$145.00
DELTAMATH SOLUTIONS. INC.	0395	792081	030	0125	\$95.00
DEMCO, INC.	0045	791792	030	0625	\$293.57
DEMCO, INC.	0070	793188	030	0625	\$273.35
DEMCO, INC.	0090	791782	030	0625	\$3,366.97
DEMCO, INC.	0100	791669	030	0625	\$1,266.54
DEMCO, INC.	0170	791893	030	0625	\$514.55
DEMCO, INC.	0175	791789	030	0625	\$305.62
DEMCO, INC.	0395	792247	030	0625	\$1,569.54
DEMCO, INC.	0410	793106	030	0625	\$1,015.30
DEMCO, INC.	0415	792690	030	0625	\$711.97
DEMCO, INC.	0422	793063	030	0625	\$2,692.47
DEMCO, INC.	0460	792528	030	0625	\$2,788.63
DEMCO, INC.	0480	789933	030	0625	\$800.00
DENI CAMIT, DBA DENI EDUCATION CONSULTING, LLC	0450	792797	030	7091	\$2,250.00
DENI CAMIT, DBA DENI EDUCATION CONSULTING, LLC	0765	793202	120	9085	\$3,300.00
DERREL'S MINI STORAGE #21/TULARE ST.	0755	791710	030	0176	\$2,397.50
DERREL'S MINI STORAGE/CLOVIS AVE.	0785	792041	060	6500	\$5,156.10
DESTINATION IMAGINATION, INC.	0417	792038	030	0171	\$380.00
DEVELOPMENT GROUP, INC.	0664	792125	030	0672	\$1,057.58

DEVELOPMENT GROUP, INC.	0886	793214	030	0140	\$1,708.31
DI CICCOS/BLACKSTONE	0758	792069	030	0117	\$3,500.00
DICICCO'S	0700	792737	030	0144	\$720.00
DICICCO'S	0890	784339	030	0708	\$50.00
DICICCOS ITALIAN RESTAURANT	0601	791678	030	0500	\$300.00
DINUBA HIGH SCHOOL	0235	792773	030	0172	\$200.00
DINUZZO ENTERPRISES, LLC DBA MIKE'S PIZZERIA	0480	792976	030	7090	\$1,000.00
DISCOUNT SCHOOL SUPPLY	0220	791844	120	6105	\$281.61
DISCOUNT SCHOOL SUPPLY	0422	791499	060	2600	\$749.45
DISCOVERY CENTER THE	0725	792811	030	0173	\$1,300.00
DK HARDWARE SUPPLY, LLC	0919	792053	060	8150	\$1,775.02
DL SIGN SYSTEMS	0185	791913	030	0172	\$593.84
DL SIGN SYSTEMS	0700	792544	030	0144	\$909.71
DL SIGN SYSTEMS	0755	792933	030	0189	\$1,711.93
DOCUMENT TRACKING SERVICE	0795	792494	030	0705	\$695.00
DONALD KEITH CAPPELLUTI	0125	793076	030	0172	\$2,627.07
DONALD KEITH CAPPELLUTI	0241	792987	030	0172	\$952.88
DONALD KEITH CAPPELLUTI	0710	792645	060	6387	\$1,226.68
DOUBLE TREE INN BY HILTON	0880	791960	670	0841	\$4,097.96
DOUBLE TREE INN BY HILTON	0880	792415	670	0841	\$1,727.30
DOUGGY FRESH PIZZA	0145	791401	030	7090	\$1,000.00
DRAMATIC PUBLISHING CO.	0727	785235	030	0167	\$19.95
DRYDEN, ANGELA	0785	792447	060	6547	\$134.90
DRYDEN, ANGELA	0785	792599	060	6547	\$33.87
DUMONT PRINTING, INC.	0145	792063	030	0125	\$1,357.63
DUMONT PRINTING, INC.	0575	771166	030	7090	\$131.53
DUMONT PRINTING, INC.	0575	771167	030	7090	\$114.35
DUNCAN STUDENT BODY	0123	792092	030	0172	\$528.00
DUTCH BROS COFFEE FRESNO	0025	792795	030	7090	\$600.00
DUTCH BROS COFFEE FRESNO	0055	791457	030	7090	\$3,750.00
DUTCH BROS COFFEE FRESNO	0240	791990	030	7090	\$1,000.00
DUTCH BROS COFFEE FRESNO	0700	792013	030	0144	\$250.00
DUTCH BROS COFFEE FRESNO	0795	792733	030	0705	\$350.00
DUTCH BROS COFFEE FRESNO	0795	792907	030	0705	\$350.00
DUTCH BROS COFFEE FRESNO	0865	792451	030	0602	\$200.00
DWAYNE MASON, DBA FEATHER DA'WYZ	0850	792273	030	0681	\$1,000.00
E & M'S REPTILE FAMILY	0550	791555	030	0171	\$520.00
EAGLESHIELD PEST CONTROL, INC.	1910	791664	130	5310	\$2,328.00
EAT IT UP CATERING SERVICE, INC.	0230	791483	030	0124	\$688.02
ECONOMY MOVERS	1130	756569B	350	0912	\$3,040.83
EDDIE'S BAKERY CAFE	0705	792536	110	6391	\$1,000.00
EKC ENTERPRISES, INC.	0710	792488	060	6388	\$1,297.16
EKC ENTERPRISES, INC.	0919	793127	060	8150	\$3,744.93
ELITE MEDICAL INSTRUMENTS, INC. DBA SCRUBSMART.COM	0670	792545	110	3555	\$1,509.81
EMPIRICALRESOLUTION, INC.	0102	792282	060	3182	\$240.00
EVERY NEIGHBORHOOD PARTNERSHIP	0095	791689	030	7091	\$4,133.00

EVERY NEIGHBORHOOD PARTNERSHIP	0365	792384	030	7099	\$4,000.00
EVERY NEIGHBORHOOD PARTNERSHIP	0480	791687	030	7090	\$6,000.00
EVERY NEIGHBORHOOD PARTNERSHIP	0530	791767	030	7090	\$4,822.00
EVO BLUESTEIN	0320	791630	080	8210	\$3,700.00
EXPLORE LEARNING, LLC	0123	792894	030	7090	\$2,484.00
EXPO PARTY RENTAL AND SALES	0919	792684	060	8150	\$1,860.00
FAMILY, CAREER AND COMMUNITY LEADERS	0710	791908	030	0152	\$324.00
FAN IN A BOX, LLC	0265	792964	030	7090	\$801.25
FAN IN A BOX, LLC	0265	792970	030	7090	\$767.62
FAN IN A BOX, LLC	0265	792984	030	7090	\$2,772.75
FAN IN A BOX, LLC	0265	792985	030	7090	\$1,899.55
FAN IN A BOX, LLC	0340	789770	030	7090	\$2,500.00
FASTENAL COMPANY	0919	791376	060	8150	\$5,798.13
FASTENAL COMPANY	0919	791546	060	8150	\$433.39
FCOE/ACADEMIC DECATHLON	0123	792513	030	0171	\$1,150.00
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0885	791820	030	0140	\$1,000.00
FERGUSON ENTERPRISES, INC.	0919	791827	060	8150	\$4,405.92
FERGUSON ENTERPRISES, INC.	0919	792497	060	8150	\$2,183.42
FIREBAUGH HIGH SCHOOL	0335	791807	030	0172	\$300.00
FIRST 5 FRESNO COUNTY	0885	792146	030	0140	\$156.00
FIRST STRING SPORTS	0055	791756	030	0172	\$4,500.00
FIRST STRING SPORTS	0055	792640	030	0172	\$180.98
FIRST STRING SPORTS	0155	792910	030	0113	\$385.00
FIRST STRING SPORTS	0175	791629	030	0172	\$1,000.00
FIRST STRING SPORTS	0225	791605	030	0172	\$1,222.14
FIRST STRING SPORTS	0250	788257	030	0172	\$200.00
FIRST STRING SPORTS	0285	791760	030	0172	\$576.16
FIRST STRING SPORTS	0285	793142	030	0172	\$1,399.08
FIRST STRING SPORTS	0295	791950	030	0172	\$2,476.79
FIRST STRING SPORTS	0395	792752	030	0172	\$476.07
FIRST STRING SPORTS	0415	791755	030	0172	\$5,000.00
FIRST STRING SPORTS	0420	792522	030	0172	\$695.90
FIRST STRING SPORTS	0421	791880	030	0172	\$548.57
FIRST STRING SPORTS	0475	784789	030	0172	\$4,000.00
FIRST STRING SPORTS	0475	791942	030	0172	\$550.00
FIRST STRING SPORTS	0475	791944	030	0172	\$550.00
FIRST STRING SPORTS	0490	792917	030	0171	\$1,809.23
FIRST STRING SPORTS	0535	792767	030	0172	\$550.00
FIRST STRING SPORTS	1891	792804	030	0716	\$641.60
FITNESS FINDERS, INC.	0530	792993	030	7090	\$881.71
FITNESS FINDERS, INC.	0535	791372	030	7090	\$1,238.45
FLINN SCIENTIFIC, INC.	0055	791995	030	0125	\$998.04
FLINN SCIENTIFIC, INC.	0145	792260	030	7090	\$627.18
FLINN SCIENTIFIC, INC.	1748	791772	060	6300	\$1,485.91
FLINN SCIENTIFIC, INC.	1748	792658	060	6300	\$69.54
FOCUS PACKAGING & SUPPLY CO.	1910	789239	130	5310	\$1,848.00
FOLLETT SCHOOL SOLUTIONS, LLC	0455	791856	030	0625	\$1,177.88

FOLLETT SCHOOL SOLUTIONS, LLC	0475	789511A	030	0625	\$560.51
FOLLETT SCHOOL SOLUTIONS, LLC	0500	791804	030	0625	\$227.64
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	791522	060	3213	\$4,390.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	791524	060	3213	\$3,480.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1015	791932	060	3213	\$1,519.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1035	792054	060	3213	\$1,519.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1170	791931	060	3213	\$1,435.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1415	785383	060	3213	\$4,220.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1480	792654	060	3213	\$1,435.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1510	791928	060	3213	\$1,519.00
FREESTYLE EVENT SERVICES	0130	791566	030	0171	\$4,101.50
FRESNO AG HARDWARE	0130	792763	030	0125	\$500.00
FRESNO BEKINS	1150	783742	350	0916	\$3,680.00
FRESNO BUSINESS COUNCIL	0710	792588	030	6350	\$7,980.00
FRESNO CHAFFEE ZOO CORPORATION	0725	791970	030	0173	\$557.00
FRESNO CHAFFEE ZOO CORPORATION	0785	792113	060	9018	\$6,000.00
FRESNO CITY COLLEGE	0145	791860	030	7090	\$175.00
FRESNO CONVENTION & ENTERTAIN.	0727	792168	030	0167	\$1,820.00
FRESNO COUNTY OFFICE OF EDUC.	0855	793140	030	0670	\$600.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0412	791892	060	4035	\$7,000.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0852	793073	030	0679	\$597.00
FRESNO EQUIPMENT COMPANY	0185	793128	030	0125	\$515.25
FRESNO EQUIPMENT COMPANY	0185	793128	030	0734	\$1,000.18
FRESNO HIGH SCHOOL ALUMMNI ASSOC.	0185	791870	030	0172	\$1,000.00
FRESNO OXYGEN	0145	792730	030	0171	\$1,000.00
FRESNO PACIFIC UNIVERSITY	0145	791861	030	7090	\$100.00
FRESNO PACIFIC UNIVERSITY	0701	793189	060	3213	\$2,628.00
FRESNO ROOFING CO., INC.	0919	793048	060	8150	\$8,625.00
FRESNO TRADE BINDERY	0915	792802	030	0712	\$2,000.00
FRESNO VETERANS DAY PARADE COMMITTEE, INC.	0925	791954	030	7230	\$200.00
FRESNO YOUTH GOLF ASSOCIATION	0700	791759	060	3213	\$2,525.64
FRESNO YOUTH GOLF ASSOCIATION	0700	792669	030	0606	\$750.00
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0070	792961	030	0625	\$6,955.62
FTP GOLF MANAGEMENT, LLC	0395	792900	030	0172	\$1,000.00
FUN AND FUNCTION	0786	792848	060	6500	\$1,943.82
FUNWORKS/KAREN GAINES	0145	792087	030	0171	\$500.00
FUNWORKS/KAREN GAINES	0550	792024	030	0643	\$550.00
G W SCHOOL SUPPLY	0005	791702	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	791704	030	0113	\$546.00
G W SCHOOL SUPPLY	0005	791983	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	791985	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	791987	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	791989	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	793111	030	0625	\$1,000.00
G W SCHOOL SUPPLY	0005	793115	060	6500	\$200.00
G W SCHOOL SUPPLY	0025	789143	060	6010	\$4,000.00

G W SCHOOL SUPPLY	0035	791383	030	0110	\$250.00
G W SCHOOL SUPPLY	0035	792136	060	6500	\$220.00
G W SCHOOL SUPPLY	0045	793229	030	0113	\$243.00
G W SCHOOL SUPPLY	0045	793231	030	0113	\$443.00
G W SCHOOL SUPPLY	0045	793232	030	0113	\$543.00
G W SCHOOL SUPPLY	0070	792866	120	6105	\$500.00
G W SCHOOL SUPPLY	0075	789119	060	6010	\$750.00
G W SCHOOL SUPPLY	0075	793221	120	6105	\$500.00
G W SCHOOL SUPPLY	0095	789148	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0095	792188	060	6500	\$200.00
G W SCHOOL SUPPLY	0095	792717	120	6105	\$500.00
G W SCHOOL SUPPLY	0145	792953	030	7091	\$500.00
G W SCHOOL SUPPLY	0155	792277	030	0113	\$785.00
G W SCHOOL SUPPLY	0210	792149	030	0171	\$150.00
G W SCHOOL SUPPLY	0215	792150	060	6010	\$1,500.00
G W SCHOOL SUPPLY	0250	791472	030	0625	\$1,000.00
G W SCHOOL SUPPLY	0270	792237	030	0113	\$400.00
G W SCHOOL SUPPLY	0270	792243	030	0113	\$1,428.87
G W SCHOOL SUPPLY	0290	789116	060	6010	\$2,500.00
G W SCHOOL SUPPLY	0290	791482	030	0113	\$300.00
G W SCHOOL SUPPLY	0290	791484	030	0110	\$363.00
G W SCHOOL SUPPLY	0290	791484	030	0113	\$448.00
G W SCHOOL SUPPLY	0290	791488	030	0113	\$700.00
G W SCHOOL SUPPLY	0290	792091	030	0110	\$333.00
G W SCHOOL SUPPLY	0290	792093	030	0113	\$200.00
G W SCHOOL SUPPLY	0290	792094	030	0110	\$333.00
G W SCHOOL SUPPLY	0290	792099	030	0110	\$241.98
G W SCHOOL SUPPLY	0290	792099	030	0113	\$358.02
G W SCHOOL SUPPLY	0290	792117	030	0110	\$181.05
G W SCHOOL SUPPLY	0290	792117	030	0113	\$318.95
G W SCHOOL SUPPLY	0290	793167	030	0113	\$748.00
G W SCHOOL SUPPLY	0290	793172	030	0110	\$311.00
G W SCHOOL SUPPLY	0290	793175	030	0110	\$300.00
G W SCHOOL SUPPLY	0290	793177	030	0113	\$350.00
G W SCHOOL SUPPLY	0290	793226	030	0110	\$272.00
G W SCHOOL SUPPLY	0315	787113	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0325	792759	060	6010	\$3,000.00
G W SCHOOL SUPPLY	0330	791423	060	6500	\$220.00
G W SCHOOL SUPPLY	0335	791886	030	0125	\$350.00
G W SCHOOL SUPPLY	0335	791888	030	0125	\$400.00
G W SCHOOL SUPPLY	0335	791889	030	0125	\$200.00
G W SCHOOL SUPPLY	0335	791904	030	0125	\$400.00
G W SCHOOL SUPPLY	0340	791360	030	7090	\$250.00
G W SCHOOL SUPPLY	0355	791979	120	6105	\$500.00
G W SCHOOL SUPPLY	0370	786632	030	0625	\$500.00
G W SCHOOL SUPPLY	0385	792279	060	6500	\$200.00
G W SCHOOL SUPPLY	0410	789209	060	6010	\$4,000.00

G W SCHOOL SUPPLY	0420	787662	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0420	792186	030	7090	\$500.00
G W SCHOOL SUPPLY	0422	793224	060	6500	\$220.00
G W SCHOOL SUPPLY	0460	791690	030	0110	\$350.00
G W SCHOOL SUPPLY	0460	791694	030	0110	\$350.00
G W SCHOOL SUPPLY	0460	791698	030	0110	\$175.00
G W SCHOOL SUPPLY	0460	793112	030	0110	\$200.00
G W SCHOOL SUPPLY	0460	793113	030	0110	\$350.00
G W SCHOOL SUPPLY	0460	793114	030	0110	\$200.00
G W SCHOOL SUPPLY	0465	792955	060	6010	\$1,500.00
G W SCHOOL SUPPLY	0480	792144	120	6105	\$500.00
G W SCHOOL SUPPLY	0480	793109	030	7090	\$202.86
G W SCHOOL SUPPLY	0490	792263	060	6500	\$220.00
G W SCHOOL SUPPLY	0510	793117	120	6105	\$500.00
G W SCHOOL SUPPLY	0530	791425	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0535	792934	030	0110	\$200.00
G W SCHOOL SUPPLY	0550	792867	030	0110	\$600.00
G W SCHOOL SUPPLY	0567	792957	030	7090	\$100.00
G W SCHOOL SUPPLY	0758	783591	030	7091	\$900.00
G W SCHOOL SUPPLY	0790	787645	060	2600	\$5,000.00
GEIL ENTERPRISES, INC.	0885	793012	030	0140	\$1,500.00
GEIL ENTERPRISES, INC.	1145	791405	350	0917	\$3,294.00
GEIL ENTERPRISES, INC.	1385	793007	350	0917	\$8,303.22
GENERATION GENIUS, INC.	0195	792280	030	7090	\$495.00
GOLD STAR FOODS, INC.	1910	791632	130	5310	\$7,092.00
GOLD STAR FOODS, INC.	1910	792139	130	5310	\$2,726.80
GOLD STAR FOODS, INC.	1910	792673	130	5310	\$7,092.00
GOLD STAR FOODS, INC.	1910	792679	130	5310	\$3,704.40
GOLDEN VALLEY HIGH SCHOOL	0335	792965	030	0172	\$375.00
GOLF CAR CENTRAL SERVICE	0055	784716	030	0172	\$1,500.00
GOLF CAR CENTRAL SERVICE	0255	791936	030	0110	\$4,875.75
GOPHER	0421	793150	030	0125	\$543.26
GOPHER	0785	791742	060	6500	\$163.83
GOTTSCHALK MUSIC CENTER	0055	792116	030	0125	\$607.84
GOTTSCHALK MUSIC CENTER	0055	792118	030	0125	\$119.19
GOTTSCHALK MUSIC CENTER	0423	793169	030	0115	\$800.00
GOTTSCHALK MUSIC CENTER	0727	792162	030	0168	\$445.00
GOTTSCHALK MUSIC CENTER	0727	792167	030	0168	\$190.00
GOTTSCHALK MUSIC CENTER	0727	792859	030	0168	\$660.00
GOTTSCHALK MUSIC CENTER	0727	792860	030	0168	\$210.00
GOTTSCHALK MUSIC CENTER	0727	792861	030	0168	\$575.00
GOTTSCHALK MUSIC CENTER	0727	792863	030	0168	\$525.00
GRADUATE SERVICES, LTD	0710	792328	060	6387	\$2,768.99
GRANITE DATA SOLUTIONS	0395	792264	030	0125	\$1,839.46
GRAPHIC COMMUNICATION	1891	791773	030	0716	\$2,700.00
GRAYBAR ELECTRIC, INC.	0919	792534	060	8150	\$2,142.64
GREENFIELD LEARNING, INC.	0758	791460	060	4203	\$7,990.81

GREENFIELD LEARNING, INC.	0758	791462	060	4203	\$6,392.65
GUITAR CENTER STORE, INC.	0125	792489	030	0171	\$240.20
GUITAR CENTER STORE, INC.	0440	792794	030	7090	\$500.00
HALAU HULA I KA LA	0791	783515	060	2600	\$1,700.00
HANK SWANK GOLF COURSE	0725	791703	030	0172	\$2,000.00
HARO ENTERTAINMENT	0123	791502	030	0172	\$400.00
HARRISON BROS, INC.	0505	776022	030	0172	\$198.80
HARVARD HOUSE	0727	792145	030	0168	\$455.00
HARVARD HOUSE	0727	792147	030	0168	\$300.00
HARVARD HOUSE	0727	792164	030	0168	\$300.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	792496	030	0716	\$1,007.66
HEADMASTER, LLP	0710	792332	060	6388	\$325.00
HEAVENLY FREEZE	0850	791478	030	0674	\$1,552.50
HELADOS LA TAPATIA, INC.	0290	793030	080	8210	\$1,200.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0055	791399	030	7090	\$250.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0170	785848	030	7090	\$200.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0700	785311	030	0606	\$100.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0701	786063	030	0193	\$1,100.00
HERO ALLIANCE	0225	792002	060	2600	\$540.00
HERO ALLIANCE	0550	792786	030	0643	\$225.00
HEWITT'S RESTAURANT	0230	792514	030	0124	\$731.36
HEWITT'S RESTAURANT	0355	792458	030	7090	\$438.82
HEWITT'S RESTAURANT	0617	791957	030	0675	\$5,100.00
HEWITT'S RESTAURANT	0710	792833	030	0152	\$1,300.00
HEWITT'S RESTAURANT	0795	792942	030	0705	\$350.00
HIGHLAND BEEFALO FARMS, INC.	1910	792325	130	5310	\$5,972.40
HIGHLAND BEEFALO FARMS, INC.	1910	792330	130	5310	\$9,544.50
HILLCREST FARM	0120	792601	080	8210	\$630.00
HILLCREST FARM	0550	792006	080	8210	\$738.00
HOBBY TOWN USA	0070	793216	060	6010	\$600.00
HOFFMAN ELECTRONIC SYSTEMS	0919	792290	060	8150	\$4,600.00
HOOVER HIGH SCHOOL	0185	791507	030	0172	\$350.00
HOOVER HIGH SCHOOL	0335	791817	030	0172	\$300.00
HOOVER HIGH SCHOOL	0550	791545	030	0172	\$90.00
HOOVER HIGH STUDENT BODY	0055	792828	030	0172	\$600.00
HOOVER HIGH STUDENT BODY	0155	791553	030	0172	\$90.00
HORN SHOP, THE	0423	793168	030	0115	\$1,000.00
HOUGHTON MIFFLIN COMPANY	0055	793186	030	7091	\$7,020.00
HOUGHTON MIFFLIN COMPANY	1748	TX000053014	060	6300	\$2,493.38
HOUGHTON MIFFLIN COMPANY	1748	TX000053015	060	6300	\$4,802.08
HUNGRY BEAR, INC.	0185	791568	030	0123	\$857.00
HUNGRY BEAR, INC.	0700	791837	030	0144	\$500.00
ID TECHNOLOGY	0897	789053	030	0716	\$5,478.18
INGRAHAM TROPHIES	0235	792725	030	0172	\$667.00
INTERNATIONAL FOUND. OF EMPLOYEE BENEFIT PLANS	0880	791757	670	0841	\$2,295.00
INTERNATIONAL STUDENT TOURS	0395	792284	030	0125	\$836.00

ISLAND WATERPARK, THE	0370	792899	030	7090	\$2,184.05
IT'S ELEMENTARY	0155	792022	030	7090	\$428.49
IT'S MY PARTY	0421	791976	030	0172	\$690.00
IVS COMPUTER TECHNOLOGY	0530	791432	030	7099	\$560.25
IXL LEARNING, INC.	0215	792661	030	7090	\$1,300.00
J & E RESTAURANT SUPPLY, INC.	1910	793078	060	7032	\$5,956.00
J & E RESTAURANT SUPPLY, INC.	1910	793081	060	7032	\$298.99
J & E RESTAURANT SUPPLY, INC.	1910	793086	060	7032	\$7,000.00
J & E RESTAURANT SUPPLY, INC.	1910	793108	060	7032	\$1,478.98
J W PEPPER & SONS, INC.	0010	792904	060	3010	\$500.00
J W PEPPER & SONS, INC.	0415	792980	030	7090	\$192.17
J W PEPPER & SONS, INC.	0423	793170	030	0115	\$1,200.00
J W PEPPER & SONS, INC.	0727	792163	030	0168	\$190.00
J W PEPPER & SONS, INC.	0727	792166	030	0168	\$100.00
J&D MIND BUILDERS, INC.	0060	792901	030	7090	\$680.00
JERICO FIRE PROTECTION	0919	792349	060	8150	\$1,255.00
JERICO FIRE PROTECTION	0919	792355	060	8150	\$1,255.00
JERICO FIRE PROTECTION	0919	792357	060	8150	\$1,685.00
JESSE MARTINDALE, DBA FRESNO GARDEN COLLECTIVE	0790	791464	060	2600	\$2,824.00
JESSE MARTINDALE, DBA FRESNO GARDEN COLLECTIVE	0790	791467	060	2600	\$2,824.00
JOHN J. MURPHY	0785	792386	060	6500	\$4,500.00
JOHN'S INCREDIBLE PIZZA CO.	0530	792390	080	8210	\$523.50
JOHN'S INCREDIBLE PIZZA CO.	0785	792778	060	9018	\$4,652.31
JOJO'S PARTY RENTALS	0340	792394	080	8210	\$755.86
JONES CLEANING CENTER, INC.	0395	791645	030	0125	\$1,000.00
JONES CLEANING CENTER, INC.	1400	791646	030	7394	\$500.00
JONES SCHOOL SUPPLY CO.	0005	793002	030	7091	\$448.87
JONES SCHOOL SUPPLY CO.	0045	791806	080	8210	\$3,275.80
JONES SCHOOL SUPPLY CO.	0140	791916	030	7090	\$161.69
JONES SCHOOL SUPPLY CO.	0175	792878	030	7090	\$182.28
JONES SCHOOL SUPPLY CO.	0255	792879	030	0172	\$1,700.00
JORGENSEN & COMPANY, INC.	1910	793130	060	7032	\$1,000.00
JULIE R. DANA	0727	791926	030	0168	\$150.00
KARCHER INSULATION, INC.	0919	792304	060	8150	\$1,028.00
KELLY SPICERS STORES	0919	792968A	060	8150	\$1,500.00
KIKKU JAPANESE	0210	785743	030	7090	\$700.00
KIKKU JAPANESE	0730	792068	030	0656	\$600.00
KIKKU JAPANESE	0758	791569	030	0117	\$3,500.00
KINGSBURG HIGH SCHOOL	0185	791878	030	0172	\$200.00
KLS DESIGN, INC.	0790	791424	060	2600	\$8,000.00
KNORR SYSTEMS, INC.	0919	792308	060	8150	\$6,370.03
KONA ICE OF CLOVIS, LLC	0485	792608	030	7090	\$1,000.00
KONA ICE OF FRESNO, DBA ROLLING ICE, LLC	0380	792062	030	7090	\$2,000.00
KUTA SOFTWARE, LLC	0170	791500	030	7099	\$322.00
LA ESTRELLA BAKERY	0440	792423	030	7090	\$800.00

LA ESTRELLA BAKERY	0440	793165	030	7091	\$500.00
LA IMPERIAL TAQUERIA	0230	791455	030	0124	\$1,824.78
LA IMPERIAL TAQUERIA	0705	792552	110	6390	\$1,511.65
LAKESHORE LEARNING MATERIALS	0005	792071	030	0113	\$672.38
LAKESHORE LEARNING MATERIALS	0025	792281	060	6010	\$2,305.23
LAKESHORE LEARNING MATERIALS	0160	792687	060	2600	\$455.22
LAKESHORE LEARNING MATERIALS	0255	791835	030	0110	\$3,089.08
LAKESHORE LEARNING MATERIALS	0340	791620	060	6010	\$1,996.70
LAKESHORE LEARNING MATERIALS	0340	791875	060	6010	\$1,997.36
LAKESHORE LEARNING MATERIALS	0355	792052	030	7090	\$558.00
LAKESHORE LEARNING MATERIALS	0355	792072	030	7090	\$623.20
LAKESHORE LEARNING MATERIALS	0410	792981	060	6010	\$1,609.00
LAKESHORE LEARNING MATERIALS	0450	791676	030	7090	\$436.93
LAKESHORE LEARNING MATERIALS	0475	792111	030	7091	\$1,168.21
LAKESHORE LEARNING MATERIALS	0565	791475	030	7099	\$355.45
LAKESHORE LEARNING MATERIALS	0765	791364	120	6105	\$5,591.73
LAKESHORE LEARNING MATERIALS	0765	791366	120	6105	\$4,214.45
LAKESHORE LEARNING MATERIALS	0765	791370	120	6105	\$5,019.05
LAKESHORE LEARNING MATERIALS	0765	791375	120	6105	\$4,398.85
LAKESHORE LEARNING MATERIALS	0765	793200	120	6105	\$610.08
LAKESHORE LEARNING MATERIALS	0765	793201	120	6105	\$2,440.30
LAKESHORE LEARNING MATERIALS	0782	792821	060	6500	\$196.50
LAKESHORE LEARNING MATERIALS	0785	791489	060	6500	\$1,661.48
LAKESHORE LEARNING MATERIALS	0785	791496	060	6500	\$6,065.45
LAKESHORE LEARNING MATERIALS	0785	791774	060	6500	\$6,065.45
LAKESHORE LEARNING MATERIALS	0785	791780	060	6500	\$1,661.48
LAKESHORE LEARNING MATERIALS	0785	791833	060	6547	\$3,807.96
LAKESHORE LEARNING MATERIALS	0785	792181	060	6500	\$1,661.48
LAKESHORE LEARNING MATERIALS	0785	792189	060	6500	\$6,065.45
LAKESHORE LEARNING MATERIALS	0785	792975	060	6547	\$398.14
LAKESHORE LEARNING MATERIALS	0785	793000	060	6547	\$386.01
LAKESHORE LEARNING MATERIALS	0785	793060	060	6547	\$9,904.67
LAKESHORE LEARNING MATERIALS	0785	793080	060	6500	\$2,099.11
LARRY A. LIVERMORE	0235	791575	030	0172	\$2,827.06
LARRY A. LIVERMORE	0450	791862	030	7091	\$1,280.37
LARRY A. LIVERMORE	0726	792155	030	0606	\$275.81
LARRY A. LIVERMORE	0726	792230	030	0606	\$1,379.05
LARRY A. LIVERMORE	0726	792233	030	0606	\$3,841.12
LARSON BROTHERS	0450	792546	080	8210	\$2,616.65
LAURA G. HUNT	0385	792766	080	8210	\$1,121.27
LEARNING A-Z	0195	791519	030	7090	\$2,340.00
LEARNING A-Z	0385	792769	030	7090	\$1,638.00
LEARNING A-Z	0565	792676	060	3010	\$1,084.50
LEARNING WITHOUT TEARS	0150	792242	060	6500	\$118.71
LEARNING WITHOUT TEARS	0765	NR000053071	120	6105	\$3,500.00
LELA'S PIZZERIA, LLC	0208	786190	030	7090	\$800.00
LIBERTY HIGH SCHOOL	0055	791733	030	0172	\$600.00

LIBERTY HIGH SCHOOL	0335	791818	030	0172	\$300.00
LILY'S CAFE	0230	793157	030	0124	\$850.11
LINKA CORPORATION	0145	792973	030	7090	\$181.50
LINKA CORPORATION	0335	791386	030	7090	\$300.00
LINKA CORPORATION	0440	791495	030	7090	\$200.00
LINKA CORPORATION	0450	792611	030	7090	\$324.00
LINKA CORPORATION	0617	792958	030	0675	\$480.15
LINKA CORPORATION	0700	791842	030	0144	\$480.00
LINKA CORPORATION	0850	791454	030	0681	\$896.96
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0765	NR000053064	120	6105	\$5,000.00
LITHIA	0055	792583	680	0851	\$2,511.86
LOS BANOS HIGH SCHOOL	0335	791738	030	0172	\$325.00
LOWE'S	0005	791406	030	7090	\$200.00
LOWE'S	0025	792220	060	6010	\$500.00
LOWE'S	0035	792450	060	6010	\$656.80
LOWE'S	0045	791515	060	6010	\$500.00
LOWE'S	0130	791450	060	3010	\$367.31
LOWE'S	0145	791512	030	7090	\$315.00
LOWE'S	0145	791513	030	7090	\$315.00
LOWE'S	0155	791283	030	7090	\$1,000.00
LOWE'S	0170	792229	680	0851	\$1,136.59
LOWE'S	0185	791514	030	0125	\$300.00
LOWE'S	0185	792818	030	0125	\$1,500.00
LOWE'S	0240	791978	030	7099	\$2,500.00
LOWE'S	0395	791511	030	7140	\$200.00
LOWE'S	0485	791274	030	0172	\$500.00
LOWE'S	0490	791996	030	0172	\$300.25
LOWE'S	0700	792750	030	0144	\$106.93
LOWE'S	0710	791542	060	6388	\$227.40
LOWE'S	0710	792743	060	6388	\$5,099.73
LOWE'S	0727	792547	030	0167	\$1,000.00
LOWE'S	0755	792533	030	0176	\$205.85
LOWE'S	0925	791510	030	7230	\$1,000.00
LOWE'S	1910	792681	130	5310	\$856.40
M & M SCREEN PRINTING	0355	791933	030	0172	\$3,344.51
M & M SCREEN PRINTING	0796	791639	030	0667	\$5,000.00
M AND M INDOOR PLAYGROUND, INC.	0785	792779	060	9018	\$4,207.50
MAD ILLUSTRATORS	0290	793077	030	0171	\$497.33
MAD ILLUSTRATORS	0395	793183	060	9013	\$4,237.00
MAD ILLUSTRATORS	0755	792212	060	2600	\$8,000.00
MADERA COUNTY SCHOOL FOUNDATION	0123	792115	030	7090	\$100.00
MADERA SOUTH HIGH SCHOOL	0335	791819	030	0172	\$375.00
MAMA MIA PIZZERIA	0310	793164	030	0110	\$500.00
MAMA MIA PIZZERIA	0485	792607	030	7090	\$1,000.00
MAMA MIA PIZZERIA	0755	792170	030	0176	\$2,000.00
MARENEM, INC.	0330	791665	060	3010	\$909.38

MARIACHI CONNECTION, INC.,THE	1400	791577	030	7394	\$1,583.23
MARISCOS COLIMA	0417	791709	030	0643	\$284.15
MARISCOS COLIMA	0417	793050	030	0115	\$165.58
MARISCOS COLIMA	0567	793228	030	7090	\$1,200.00
MARTRANO ENTERPRISES, LLC	0919	792297	060	8150	\$555.72
MAS ENTERTAINMENT	0175	792630	030	7090	\$850.00
MAXINE MLOTKOWSKI	0200	791583	030	0172	\$1,040.15
MAYSON ACE HARDWARE	0130	792692	030	0125	\$1,500.00
MC GRAW-HILL EDUCATION, INC.	0150	792245	060	6500	\$483.41
MC GRAW-HILL EDUCATION, INC.	0310	792043	060	6500	\$166.26
MC GRAW-HILL EDUCATION, INC.	0758	791563	030	0117	\$1,628.72
MCILWAIN MOBILITY SOLUTIONS, INC.	0786	792768	060	6500	\$2,637.19
MCKESSON MEDICAL-SURGICAL	0730	791469	060	9017	\$520.78
MCS GLASS, INC.	0919	791783	060	8150	\$3,792.25
MEAT MARKET, INC. THE	0145	791404	030	0125	\$2,000.00
MEAT MARKET, INC. THE	0335	784965	030	7090	\$3,000.00
MEAT MARKET, INC. THE	0702	793166	030	0606	\$3,000.00
MEDITERRANEAN GRILL	0102	791341	030	2430	\$500.00
MEDITERRANEAN GRILL	0440	792065	030	7090	\$1,300.00
MEDITERRANEAN GRILL	0485	792606	030	7090	\$1,000.00
MEDITERRANEAN GRILL	0705	792615	110	6390	\$2,500.00
MEDITERRANEAN GRILL	0758	791570	030	0117	\$2,000.00
MEDITERRANEAN GRILL	0794	788345	030	0663	\$200.00
MEDITERRANEAN GRILL	0865	792452	030	0602	\$600.00
MEDITERRANEAN GRILL	0895	783977	030	0716	\$300.00
MEMORY BOOK	0580	791925	080	8210	\$2,420.77
ME-N-ED'S, INC.	0055	791398	030	7090	\$500.00
ME-N-ED'S, INC.	0055	791403	030	0125	\$1,500.00
ME-N-ED'S, INC.	0055	791982	030	7091	\$500.00
ME-N-ED'S, INC.	0075	792613	030	0110	\$800.00
ME-N-ED'S, INC.	0130	784655	030	0171	\$1,000.00
ME-N-ED'S, INC.	0155	792126	030	0113	\$500.00
ME-N-ED'S, INC.	0155	792198	030	0113	\$500.00
ME-N-ED'S, INC.	0155	792739	030	0113	\$258.00
ME-N-ED'S, INC.	0155	792742	030	0113	\$500.00
ME-N-ED'S, INC.	0155	792747	030	0113	\$285.00
ME-N-ED'S, INC.	0215	791723	030	0172	\$1,000.00
ME-N-ED'S, INC.	0220	791479	030	0172	\$400.00
ME-N-ED'S, INC.	0230	785180	030	0124	\$1,500.00
ME-N-ED'S, INC.	0265	785847	030	7090	\$3,209.29
ME-N-ED'S, INC.	0265	792857	030	7090	\$2,000.00
ME-N-ED'S, INC.	0295	791994	030	0171	\$300.00
ME-N-ED'S, INC.	0310	786017	030	7090	\$500.00
ME-N-ED'S, INC.	0320	791830	080	8210	\$1,000.00
ME-N-ED'S, INC.	0340	786045	030	7090	\$200.00
ME-N-ED'S, INC.	0380	791492	030	7090	\$1,500.00
ME-N-ED'S, INC.	0395	792531	030	7090	\$1,300.00

ME-N-ED'S, INC.	0415	785962	030	7090	\$1,000.00
ME-N-ED'S, INC.	0420	792977	030	7090	\$500.00
ME-N-ED'S, INC.	0421	791981	030	0643	\$1,500.00
ME-N-ED'S, INC.	0421	792288	030	7091	\$500.00
ME-N-ED'S, INC.	0421	792289	030	7090	\$1,000.00
ME-N-ED'S, INC.	0422	791834	080	8210	\$1,100.00
ME-N-ED'S, INC.	0440	785470	030	7090	\$1,000.00
ME-N-ED'S, INC.	0460	791408	030	0172	\$1,000.00
ME-N-ED'S, INC.	0510	791491	030	7090	\$2,000.00
ME-N-ED'S, INC.	0530	793176	030	7090	\$988.00
ME-N-ED'S, INC.	0580	792609	030	7090	\$2,000.00
ME-N-ED'S, INC.	0601	791730	030	0500	\$200.00
ME-N-ED'S, INC.	0710	788119	030	0152	\$1,000.00
ME-N-ED'S, INC.	0710	791672	030	0152	\$750.00
ME-N-ED'S, INC.	0758	783968	060	7803	\$1,500.00
ME-N-ED'S, INC.	0796	791565	030	0667	\$303.40
ME-N-ED'S, INC.	0810	792612	030	0644	\$500.00
ME-N-ED'S, INC.	0865	792454	030	0602	\$600.00
ME-N-ED'S, INC.	0895	783976	030	0716	\$500.00
MERCED HIGH SCHOOL	0335	792969	030	0172	\$650.00
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA	1910	792352	130	5310	\$3,868.00
METEOR EDUCATION, LLC	0235	793212	030	7090	\$2,728.38
METEOR EDUCATION, LLC	0460	792587	030	7099	\$8,678.72
METEOR EDUCATION, LLC	0810	789527A	030	0649	\$2,175.00
MI CAFESITO, LLC	0250	791986	030	7090	\$350.00
MICHAEL'S STORES	0045	791412	060	6010	\$1,000.00
MICHAEL'S STORES	0060	791304	060	2600	\$1,000.00
MICHAEL'S STORES	0075	791999	060	6010	\$750.00
MICHAEL'S STORES	0290	792122	060	6010	\$1,000.00
MICHAEL'S STORES	0340	792753	060	6010	\$4,875.75
MICHAEL'S STORES	0417	792001	060	6010	\$1,000.00
MICHAEL'S STORES	0567	792003	060	6010	\$1,000.00
MINUTEMAN PRESS	0395	783657	030	7090	\$3,016.73
MIRACLE PLAYSYSTEMS, INC.	0919	791778	060	8150	\$2,419.23
MISSION OAK HIGH SCHOOL	0185	793206	030	0172	\$400.00
MOBILE MINI, INC.	1380	778342A	060	3213	\$1,696.02
MOBILE MINI, INC.	1950	769485A	350	0917	\$2,901.37
MOVIE LICENSING USA	0535	791675	080	8210	\$610.00
MPS	0145	791652	030	7090	\$3,689.32
MULTI MARKETING CORP., DBA ARCHER AND HOUND AD	0700	791373	030	0144	\$357.00
MULTI MARKETING CORP., DBA ARCHER AND HOUND AD	0700	792133	030	0144	\$1,632.87
MULTI MARKETING CORP., DBA ARCHER AND HOUND AD	0850	791748	030	0681	\$1,000.00
MUSEUM OF SCIENCE AND INDUSTRY	0395	791923	060	722D	\$300.00
NAEA/NATIONAL ART EDUCATION ASSOC.	0727	791758	030	0169	\$360.00

NASCO EDUCATION, LLC	0145	791717	030	7090	\$1,645.27
NATIONAL ASSOC. FOR MUSIC ED.	0727	791722	030	0168	\$310.00
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	792272	060	6388	\$4,652.00
NATIONAL RESTAURANT ASSOC.	0710	792764	060	6388	\$300.00
NCS PEARSON, INC.	0710	792293	060	6388	\$3,640.00
NEARPOD, INC.	0195	791766	030	7090	\$3,593.75
NEARPOD, INC.	0430	792079	030	7099	\$1,625.00
NEWS-2-YOU, INC.	0421	792276	030	7090	\$999.98
NEWS-2-YOU, INC.	0421	792966	030	0625	\$249.99
NEXT GEN MATH, LLC	1795	791686	060	3182	\$420.00
NEXT GEN MATH, LLC	1795	791707	060	3182	\$744.00
NEXT GEN MATH, LLC	1795	791731	060	3182	\$1,554.00
NEXT GEN MATH, LLC	1795	791734	060	3182	\$8,646.00
NICK'S CUSTOM GOLF CARS	0415	792530	030	0115	\$380.21
NICK'S CUSTOM GOLF CARS	0415	792927	680	0851	\$8,373.90
NIMCO, INC.	0215	792195	030	7090	\$565.83
NOODLETOOLS, INC.	0145	791887	030	0625	\$455.00
NORMAN S. WRIGHT-DUCKWORTH	0919	785849	060	8150	\$100.00
NOTORIOUS GRAFIX	0145	791918	030	0171	\$5,000.00
NOTORIOUS GRAFIX	0145	792842	030	7090	\$7,500.00
NOTORIOUS GRAFIX	0285	792368	080	8210	\$1,033.66
NOTORIOUS GRAFIX	0700	791798	030	0144	\$1,083.50
NOTORIOUS GRAFIX	0700	792134	030	0144	\$2,072.19
NOVA FARMING, LLC	0791	792123	060	2600	\$6,000.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0210	792627	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0210	793053	030	7091	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0230	792628	030	0124	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0320	793162	030	0110	\$100.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0460	792577	030	0172	\$300.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0852	793035	030	0679	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0852	793037	030	0679	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056345	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056346	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056348	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056349	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056350	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056430	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056431	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056448	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056457	030	7090	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056519	030	7090	\$200.00

ODP BUSINESS SOLUTIONS, LLC	0005	OD000056520	030	7090	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056521	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056522	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056523	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056341	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056342	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056343	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000055809	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD00048890A	030	7090	\$336.73
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056441	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056459	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056475	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056488	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056534	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056214	060	6010	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056353	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056354	030	7091	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000055980	060	2600	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0070	OD000056490	030	0625	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0090	OD000056478	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0100	OD000055706	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0100	OD000056474	030	7140	\$1,949.87
ODP BUSINESS SOLUTIONS, LLC	0100	OD000056538	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000055916	030	0171	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0135	OD000055951	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000055960	060	2600	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056379	030	0123	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056380	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056381	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056382	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056383	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056384	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056385	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056386	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056387	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056388	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056389	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056390	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056391	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056392	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056393	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056394	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056395	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056396	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056397	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056398	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056399	030	7090	\$315.00

ODP BUSINESS SOLUTIONS, LLC	0145	OD000056400	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056401	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056402	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056496	030	7090	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056497	030	7090	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056498	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056499	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056500	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056501	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056502	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056503	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056504	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056505	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056506	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056507	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056508	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056509	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056510	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056511	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056512	030	7090	\$450.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056449	030	0113	\$785.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056450	030	0113	\$1,285.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056492	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056493	030	0113	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056494	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056495	030	0113	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000055958	060	2600	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056355	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056356	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056357	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056358	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056359	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056360	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056361	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056362	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056363	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056364	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056365	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056366	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056367	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056368	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056369	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056463	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056464	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0160	OD000056532	030	0110	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000056445	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000056517	060	6500	\$200.00

ODP BUSINESS SOLUTIONS, LLC	0175	OD000056006	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000056476	030	0125	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056221	060	2600	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056060	030	0625	\$1,398.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056481	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0210	OD000056480	060	6010	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056351	030	7140	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056531	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0250	OD000056339	030	0625	\$610.00
ODP BUSINESS SOLUTIONS, LLC	0285	OD000055538	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056045	030	0113	\$648.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056086	060	6010	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056436	030	0113	\$1,129.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056437	030	0113	\$550.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056438	030	0113	\$1,090.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056439	030	0110	\$271.93
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056439	030	0113	\$1,448.07
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056535	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056536	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056537	030	0110	\$52.05
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056537	030	0113	\$1,447.95
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056226	060	6010	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056489	030	7090	\$1,172.89
ODP BUSINESS SOLUTIONS, LLC	0315	OD000055693	030	7091	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0320	OD000055511	030	0110	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0325	OD000055947	060	6010	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0325	OD000056409	030	0625	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000056213	060	6010	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056419	030	0125	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056420	030	0125	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056421	030	0125	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056422	030	0125	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056423	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056424	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056425	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056426	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056427	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056429	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056540	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056541	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056542	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056543	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056544	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056545	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056546	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056547	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056548	030	0125	\$500.00

ODP BUSINESS SOLUTIONS, LLC	0385	OD000056352	120	6105	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000055697	030	0125	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056410	030	0125	\$1,817.48
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056411	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056412	030	0125	\$155.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056413	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056414	030	0125	\$205.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056415	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056416	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056417	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056418	060	722D	\$1,400.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056451	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056452	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056453	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056454	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056455	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056461	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056462	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056485	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056486	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056487	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056533	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0415	OD000055782	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056444	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056479	030	7090	\$5,291.66
ODP BUSINESS SOLUTIONS, LLC	0420	OD000055856	030	0110	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000055959	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000055624	030	0125	\$6,000.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056325	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056442	060	6500	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056443	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD000056315	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000055690	030	0115	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000056539	030	0171	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000056467	030	7090	\$904.10
ODP BUSINESS SOLUTIONS, LLC	0455	OD000056340	030	0625	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056370	030	0110	\$175.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056371	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056372	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056373	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056374	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056375	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056376	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056377	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056378	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056405	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056406	030	0110	\$350.00

ODP BUSINESS SOLUTIONS, LLC	0460	OD000056407	030	0110	\$274.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056477	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056482	030	7090	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056483	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056484	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056524	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056525	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056526	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056527	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056528	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056529	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056530	030	0110	\$336.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000056458	120	6105	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0490	OD000055901	030	0111	\$77.06
ODP BUSINESS SOLUTIONS, LLC	0495	OD000055950	060	6010	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0505	OD000056403	060	6500	\$440.00
ODP BUSINESS SOLUTIONS, LLC	0505	OD000056404	060	6500	\$660.00
ODP BUSINESS SOLUTIONS, LLC	0530	OD000056434	060	3010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD000056491	030	0110	\$360.00
ODP BUSINESS SOLUTIONS, LLC	0552	OD000055841	030	7090	\$1,052.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000049389	060	9017	\$49.83
ODP BUSINESS SOLUTIONS, LLC	0567	OD000056338	060	6500	\$330.00
ODP BUSINESS SOLUTIONS, LLC	0575	OD000056432	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0601	OD000056433	060	3010	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD000056440	030	0675	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0675	OD000056465	110	5852	\$3,486.37
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056435	030	0144	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056518	030	0606	\$330.00
ODP BUSINESS SOLUTIONS, LLC	0702	OD000055569	060	9075	\$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056460	030	0168	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056514	030	0168	\$850.00
ODP BUSINESS SOLUTIONS, LLC	0730	OD000055626	060	9017	\$265.67
ODP BUSINESS SOLUTIONS, LLC	0758	OD000055565	030	7091	\$6,000.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056408	030	0117	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056466	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056468	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056469	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056470	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056471	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056472	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056473	030	7091	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0785	OD000056447	060	6547	\$227.50
ODP BUSINESS SOLUTIONS, LLC	0785	OD000056516	060	6500	\$640.54
ODP BUSINESS SOLUTIONS, LLC	0810	OD000055647	030	0640	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0810	OD000056344	030	0640	\$1,728.16
ODP BUSINESS SOLUTIONS, LLC	0864	OD000049492	030	0695	\$433.29
ODP BUSINESS SOLUTIONS, LLC	0880	OD000056428	690	0861	\$192.99

ODP BUSINESS SOLUTIONS, LLC	1060	OD000056513	030	7394	\$300.00
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049901	030	0716	\$498.50
ODP BUSINESS SOLUTIONS, LLC	1891	OD000056347	030	0716	\$8,873.09
OLD MISSION SAN JUAN BAUTISTA	0725	791910	030	0173	\$225.00
OLIVIA'S LETTERMAN'S JACKETS	1145	792539	030	0500	\$2,078.52
OMEGA INDUSTRIAL SUPPLY, INC.	0919	792851	060	8150	\$717.28
OTICON, INC.	0788	786443	060	6500	\$20.01
OVERDRIVE, INC.	0100	791477	030	0625	\$2,000.00
OVERDRIVE, INC.	0145	791473	030	0625	\$3,000.00
OVERDRIVE, INC.	0421	792235	030	0625	\$2,000.00
OXOTIC MOBILE WASH AND DETAIL, LLC	0710	792096	030	0152	\$2,250.00
P & R PAPER SUPPLY CO.	1910	788396	130	5310	\$273.52
P & R PAPER SUPPLY CO.	1910	791924	130	5310	\$6,121.78
PACIFIC GROVE UNIFIED SCHOOL DISTRICT, DBA PACIFIC GROVE HIGH SCHOOL	0185	791874	030	0172	\$400.00
PACIFICA PIZZA/OLIVE	0170	791381	030	7090	\$500.00
PACIFICA PIZZA/OLIVE	0700	791840	030	0144	\$500.00
PACIFICA PIZZA/OLIVE	0795	791663	030	0705	\$5,000.00
PANERA BREAD COMPANY	0145	791392	030	0123	\$500.00
PANERA BREAD COMPANY	0185	792790	030	0123	\$1,000.00
PANERA BREAD COMPANY	0460	791400	030	7090	\$400.00
PANERA BREAD COMPANY	0550	791671	030	0110	\$850.00
PANERA BREAD COMPANY	0567	784283	030	7090	\$1,000.00
PANERA BREAD COMPANY	0580	784617	030	7090	\$600.00
PANERA BREAD COMPANY	0601	791728	030	0500	\$500.00
PANERA BREAD COMPANY	0617	784365	030	0500	\$3,500.00
PANERA BREAD COMPANY	0795	792940	030	0705	\$350.00
PANERA BREAD COMPANY	0852	783710	030	0679	\$3,000.00
PANERA BREAD COMPANY	0925	791682	030	7230	\$2,500.00
PARDINI'S CATERING	0320	792174	080	8210	\$1,516.90
PARDINI'S CATERING	0755	791993	030	0176	\$5,000.00
PARDINI'S CATERING	0930	793230	030	0720	\$5,047.77
PARKINSON, KIMBERLY	0770	792594	060	6500	\$85.27
PARMA	0880	791891	680	0851	\$778.05
PARMA	0880	791891	690	0861	\$418.95
PARTY WORKS/BLACKSTONE	0210	792720	030	0172	\$200.00
PARTY WORKS/BLACKSTONE	0355	792903	030	7091	\$400.00
PARTY WORKS/BLACKSTONE	0710	791961	030	0152	\$160.00
PATTON SHEET METAL, INC.	0880	791787	680	0851	\$4,299.00
PATTON SHEET METAL, INC.	0919	792021	060	8150	\$9,563.00
PAUL PEARSON, DBA CHEF PAUL'S CAFE	0705	792614	110	6390	\$2,500.00
PEARSON ASSESSMENTS	0785	793072	060	6547	\$260.47
PEARSON ASSESSMENTS	0785	793082	060	6500	\$2,297.65
PEPA'S MEXICAN RESTAURANT	0325	791490	030	7090	\$800.00
PEPA'S MEXICAN RESTAURANT	0340	791505	030	7090	\$592.50
PEREZ, MELISSA	0925	792801	030	7230	\$54.15
PERFORMANCE HEALTH HOLDINGS, INC.	0725	791448	030	0172	\$2,554.81

PERMA BOUND	0020	792033	030	0625	\$1,683.90
PERMA BOUND	0165	792030	030	0625	\$5,648.61
PERMA BOUND	0250	791474	030	0625	\$994.95
PERMA BOUND	0417	793009	030	0625	\$1,007.10
PERMA BOUND	0505	792680	060	3010	\$3,089.15
PETUNIA'S PLACE	0020	793217	030	0625	\$1,500.00
PETUNIA'S PLACE	0100	791480	030	0625	\$5,000.00
PETUNIA'S PLACE	0145	792936	030	7090	\$315.00
PETUNIA'S PLACE	0145	792937	030	7090	\$315.00
PETUNIA'S PLACE	0145	792941	030	7090	\$315.00
PETUNIA'S PLACE	0160	793219	030	0625	\$1,000.00
PETUNIA'S PLACE	0290	793179	030	0113	\$450.00
PETUNIA'S PLACE	0421	792683	030	0625	\$5,000.00
PETUNIA'S PLACE	0422	791881	030	0625	\$400.00
PHONAK, LLC	0785	785760	060	6500	\$72.43
PHONAK, LLC	0788	793061	060	6500	\$1,740.62
PI SHOP	0700	792059	030	0606	\$3,000.00
PILGRIM ARMENIAN CONGREGATION	0811	792131	030	0130	\$950.00
PIXELLOT US, INC. DBA VIDSWAP.COM	0395	791440	030	0172	\$2,800.00
PLASTIC CONNECTIONS, INC.	1910	786720	130	5310	\$3,598.18
PLAYSCRIPTS, INC.	0010	792633	030	0115	\$664.27
POCKET NURSE MEDICAL SUPPLIES	0730	793192	060	9017	\$2,014.83
PONZURIC LEARNING SOLUTIONS	0785	791898	060	6500	\$6,000.00
POSITIVE PROMOTIONS, INC.	0330	792216	030	0111	\$641.44
POSITIVE PROOF, INC.	0330	792761	030	7090	\$489.00
POSTMASTER	0895	792391	030	0716	\$310.00
POWERSCHOOL GROUP, LLC	0930	791948	030	0720	\$3,360.00
PRE SORT CENTER OF STOCKTON, INC.	0130	783908	030	7090	\$425.48
PRE SORT CENTER OF STOCKTON, INC.	0440	791718	060	3010	\$500.00
PRIDESTAFF, INC.	0890	792370	030	0708	\$9,411.60
PRINT THEORY	0030	791890	030	0171	\$277.89
PRINT THEORY	0185	792362	030	0171	\$1,501.68
PRINT THEORY	0421	792012	030	0125	\$1,088.66
PRO SOCCER, INC.	0145	791929	030	0172	\$1,018.49
PRO SOCCER, INC.	0145	792920	030	0172	\$795.13
PRO-ED, INC.	0785	793068	060	6546	\$447.10
PRO-ED, INC.	0785	793068	060	9017	\$246.62
PROFESSIONAL UTILITY LOCATING	1925	791436	350	0913	\$3,500.00
PROJECT LEAD THE WAY, INC.	0055	792814	030	7090	\$4,400.00
PROLEVEL PROFESSIONAL GAMING WEAR	0030	792009	030	0171	\$529.83
PRO-SCREEN, INC. SIGNS & GRAPHICS	0485	792221	030	7090	\$2,999.90
PRO-SCREEN, INC. SIGNS & GRAPHICS	0485	792569	030	7090	\$4,837.30
PRO-SCREEN, INC. SIGNS & GRAPHICS	0505	792182	030	0625	\$2,246.86
PROVOST AND PRITCHARD ENGINEERING GROUP,	1706	791426	350	0917	\$3,500.00
PUMPKIN KING, LLC	0325	792591	060	6010	\$2,179.82
PUMPKIN KING, LLC	0410	792775	060	6010	\$1,744.85
PUMPKIN KING, LLC	0495	792592	060	6010	\$1,495.00

R & S ERECTION TRI-COUNTY, INC.	0897	792313	030	0716	\$8,060.00
R/G AWARD SYSTEMS	0160	792101	030	7090	\$1,200.00
R/G AWARD SYSTEMS	0235	792718	030	0172	\$244.00
R/G AWARD SYSTEMS	0335	792908	030	0172	\$400.00
R/G AWARD SYSTEMS	0440	791638	030	7091	\$1,500.00
R/G AWARD SYSTEMS	0440	791641	030	0115	\$500.00
R/G AWARD SYSTEMS	0706	792881	030	0157	\$146.27
RAINDANCE PRESS, INC.	0580	793107	060	3010	\$1,893.13
RDO EQUIPMENT COMPANY	0919	791939	060	8150	\$7,028.24
RED GATE SOFTWARE, LTD	0930	793210	030	0720	\$1,718.23
RED WING SHOES	0897	793064	030	0716	\$250.00
REDWOOD HIGH	0055	792831	030	0172	\$375.00
REDWOOD HIGH	0335	791805	030	0172	\$400.00
REEDLEY HIGH SCHOOL	0235	792580	030	0172	\$190.00
REGENTS OF THE U.C. SANTA CRUZ	0706	791670	030	0157	\$1,000.07
REHABMART, LLC DBA REHABMART.COM	0788	793054	060	6500	\$6,899.15
REHABMART, LLC DBA REHABMART.COM	0788	793058	060	6500	\$1,510.50
RELIABLE BUSINESS TECHNOLOGY, INC.	0930	787148	030	0720	\$2,000.00
REPTILE RON ANIMAL PRESENTATIONS	0505	791647	030	0172	\$300.00
REX MOORE GROUP, INC.	0919	792335	060	8150	\$510.66
RICHARD'S CRANE SERVICE, LLC	0919	793028	060	8150	\$9,886.38
RICOH USA, INC.	0005	RL00009555	030	7090	\$712.64
RICOH USA, INC.	0095	RL00009164	030	0110	\$1,355.10
RICOH USA, INC.	0095	RL00009250	030	7090	\$3,990.20
RICOH USA, INC.	0098	RL00009165	030	7090	\$7,319.30
RICOH USA, INC.	0102	RL00009166	030	2430	\$2,065.80
RICOH USA, INC.	0127	RL00009163	030	0139	\$7,411.00
RICOH USA, INC.	0130	RL00009041	030	0125	\$7,569.40
RICOH USA, INC.	0130	RL00009042	030	7090	\$6,427.40
RICOH USA, INC.	0140	RL00009308	030	7090	\$1,767.00
RICOH USA, INC.	0365	RL00009168	030	0110	\$789.30
RICOH USA, INC.	0380	RL00009177	030	0110	\$3,030.90
RICOH USA, INC.	0385	RL00009178	030	0716	\$2,199.90
RICOH USA, INC.	0410	RL00009186	030	7090	\$4,204.60
RICOH USA, INC.	0415	RL00009188	030	0115	\$5,732.60
RICOH USA, INC.	0415	RL00009189	030	7091	\$8,715.90
RICOH USA, INC.	0417	RL00009190	030	7090	\$6,779.62
RICOH USA, INC.	0417	RL00009191	030	7090	\$493.64
RICOH USA, INC.	0420	RL00009192	030	7090	\$5,334.84
RICOH USA, INC.	0423	RL00009212	030	0115	\$6,789.10
RICOH USA, INC.	0423	RL00009213	030	0625	\$1,475.70
RICOH USA, INC.	0430	RL00009201	030	0110	\$1,700.00
RICOH USA, INC.	0435	RL00009203	030	7090	\$2,024.04
RICOH USA, INC.	0440	RL00009210	030	0115	\$2,691.40
RICOH USA, INC.	0455	RL00009216	030	7090	\$7,077.70
RICOH USA, INC.	0460	RL00009221	030	7090	\$4,248.00
RICOH USA, INC.	0465	RL00009226	030	0110	\$1,375.40

RICOH USA, INC.	0465	RL00009254	030	0110	\$3,138.16
RICOH USA, INC.	0465	RL00009254	030	7090	\$4,638.00
RICOH USA, INC.	0470	RL00009227	030	0110	\$2,858.00
RICOH USA, INC.	0475	RL00009231	030	7090	\$3,892.40
RICOH USA, INC.	0480	RL00009232	030	0171	\$333.00
RICOH USA, INC.	0485	RL00009234	030	7090	\$7,061.52
RICOH USA, INC.	0485	RL00009235	030	7090	\$7,566.92
RICOH USA, INC.	0490	RL00009236	030	7090	\$1,667.90
RICOH USA, INC.	0490	RL00009237	030	7090	\$6,558.84
RICOH USA, INC.	0495	RL00009238	030	7090	\$9,627.10
RICOH USA, INC.	0495	RL00009239	030	7090	\$8,442.00
RICOH USA, INC.	0500	RL00009244	030	7090	\$1,506.04
RICOH USA, INC.	0505	RL00009242	030	0115	\$5,985.60
RICOH USA, INC.	0505	RL00009243	030	0115	\$1,106.20
RICOH USA, INC.	0510	RL00009267	030	7090	\$3,094.10
RICOH USA, INC.	0530	RL00009152	030	7090	\$7,497.00
RICOH USA, INC.	0550	RL00009233	030	0110	\$198.58
RICOH USA, INC.	0550	RL00009233	030	7090	\$4,729.42
RICOH USA, INC.	0565	RL00009240	030	7090	\$7,500.00
RICOH USA, INC.	0567	RL00009223	030	7090	\$1,910.30
RICOH USA, INC.	0567	RL00009224	030	7090	\$6,366.20
RICOH USA, INC.	0580	RL00009222	030	7090	\$6,904.64
RICOH USA, INC.	0664	RL00009187	030	0672	\$5,500.00
RICOH USA, INC.	0700	RL00009225	030	0168	\$4,600.00
RICOH USA, INC.	0785	RL00009196	060	6500	\$1,459.50
RICOH USA, INC.	0786	RL00009246	060	6500	\$7,249.92
RICOH USA, INC.	0787	RL00009194	030	0133	\$1,332.00
RICOH USA, INC.	0796	RL00009161	030	0667	\$1,047.71
RICOH USA, INC.	0796	RL00009162	030	0667	\$1,000.00
RICOH USA, INC.	0852	RL00009175	030	0602	\$276.44
RICOH USA, INC.	0852	RL00009176	030	0500	\$1,915.30
RICOH USA, INC.	0880	RL00009014	670	0841	\$38.26
RICOH USA, INC.	0885	RL00009206	030	0140	\$9,109.94
RICOH USA, INC.	0885	RL00009208	030	0140	\$4,842.13
RICOH USA, INC.	0886	RL00009207	030	0140	\$1,952.40
RICOH USA, INC.	0895	RL00009167	030	0716	\$2,897.24
RICOH USA, INC.	0895	RL00009170	030	0716	\$389.30
RICOH USA, INC.	0895	RL00009173	030	0716	\$4,992.00
RICOH USA, INC.	0895	RL00009182	030	0716	\$6,026.04
RICOH USA, INC.	0895	RL00009183	030	0716	\$7,307.40
RICOH USA, INC.	0895	RL00009209	030	0716	\$4,484.64
RICOH USA, INC.	0895	RL00009230	060	6300	\$853.50
RICOH USA, INC.	0897	RL00009228	030	0716	\$3,892.40
RICOH USA, INC.	0897	RL00009229	030	0716	\$5,783.11
RICOH USA, INC.	0925	RL00009218	030	7230	\$2,213.70
RICOH USA, INC.	0925	RL00009219	030	7230	\$2,313.82
RICOH USA, INC.	0925	RL00009220	030	7230	\$9,071.00

RICOH USA, INC.	0930	RL00009310	030	0720	\$1,766.97
RICOH USA, INC.	1910	RL00009245	130	5310	\$4,312.43
RIDDELL/ALL AMERICAN SPORTS CORP.	0395	792056	030	0172	\$811.82
RIVERSIDE GOLF COURSE	0055	792983	030	0172	\$1,000.00
RMA GEOSCIENCE, INC.	1055	791428	350	0917	\$4,375.00
RMA GEOSCIENCE, INC.	1055	791451	350	0917	\$4,375.00
ROBERT L. SANDERS	0700	793025	060	3213	\$800.00
ROBOTICS EDUCATION AND COMPETITION FOUNDATION, INC.	0145	792807	030	7090	\$500.00
ROOFLINE SUPPLY AND DELIVERY	0919	792919	060	8150	\$4,420.68
ROOSEVELT HIGH STUDENT BODY	0235	791463	030	0172	\$180.00
ROOSEVELT HIGH STUDENT BODY	0395	792629	030	7090	\$100.00
ROOT CREATIVE MARKETING	0055	791369	030	7090	\$6,565.00
ROSENCRANS, PAUL	0925	792080	030	7230	\$198.00
ROSENCRANS, PAUL	0925	792082	030	7230	\$191.50
ROYALE MANAGMENT GROUP, LLC	0455	791385	030	7090	\$1,697.00
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0235	792723	030	7090	\$5,194.85
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0305	792641	030	7090	\$1,451.78
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0415	793195	030	7090	\$373.75
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0421	793149	030	0171	\$1,592.51
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0421	793149	030	7090	\$1,592.52
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0422	793151	030	7091	\$1,132.19
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0510	792478	030	0110	\$742.14
RUSH ADVERTISING	0355	791753	030	7090	\$1,334.93
RUSH ADVERTISING	0421	792128	030	0125	\$1,552.01
RUSH ADVERTISING	0852	791438	030	0679	\$5,000.00
S & S WORLDWIDE	0025	792887	060	6010	\$5,883.96
S & S WORLDWIDE	0105	791977	060	6010	\$246.67
S & S WORLDWIDE	0150	793193	060	6010	\$242.79
S & S WORLDWIDE	0160	792731	060	2600	\$229.06
S & S WORLDWIDE	0175	791971	060	6010	\$2,508.22
S & S WORLDWIDE	0200	792854	060	2600	\$3,784.23
S & S WORLDWIDE	0220	792207	030	7090	\$1,290.77
S & S WORLDWIDE	0220	793194	060	6010	\$330.08
S & S WORLDWIDE	0225	791850	060	6010	\$1,435.34
S & S WORLDWIDE	0225	792185	060	6010	\$1,600.57
S & S WORLDWIDE	0420	792888	060	6010	\$1,888.65
S & S WORLDWIDE	0430	791808	060	6010	\$3,011.24
S & S WORLDWIDE	0575	792846	060	6010	\$542.16
S/P2	0670	791533	110	6390	\$399.00
S/P2	0670	791533	110	6391	\$399.00
SAFEGUARD BUSINESS SYSTEMS	0075	792231	080	8210	\$591.24
SALEH, WILLIAM B. CO.	1165	792320	030	0188	\$5,886.00
SAMCO FREEZER WEAR	1910	791362	130	5310	\$1,801.02
SAN FRANCISCO FLORAL	0012	792515	030	0134	\$74.48
SAN FRANCISCO STATE UNIVERSITY	0700	793034	060	3213	\$4,500.00
SAN JOAQUIN IMPERIAL	0890	792192	030	0708	\$2,665.13

SAN JOAQUIN RIVER PARKWAY	0395	792548	030	7090	\$375.00
SAN JOAQUIN RIVER PARKWAY	0725	792266	030	0173	\$750.00
SANDERS, KATHY	0930	793052	030	0720	\$100.00
SANGER HIGH SCHOOL	0055	791736	030	0172	\$350.00
SANGER HIGH SCHOOL	0421	793225	030	0172	\$450.00
SAROYAN LUMBER CO, INC.	0710	791660	060	6388	\$3,177.11
SCHOLASTIC BOOK FAIRS, INC.	0035	791387	030	0624	\$4,122.74
SCHOLASTIC BOOK FAIRS, INC.	0155	791822	030	0624	\$5,881.02
SCHOLASTIC BOOK FAIRS, INC.	0210	777567A	080	8210	\$2,081.92
SCHOLASTIC BOOK FAIRS, INC.	0315	792755	080	8210	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0340	788276	080	8210	\$1,330.13
SCHOLASTIC BOOK FAIRS, INC.	0380	792688	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0450	792805	030	0624	\$6,991.59
SCHOLASTIC BOOK FAIRS, INC.	0535	791539	080	8210	\$1,000.00
SCHOLASTIC, INC.	0480	793101	030	0625	\$1,417.22
SCHOLASTIC, INC.	0700	792324	060	7435	\$707.43
SCHOLASTIC, INC.	0700	792327	060	7435	\$1,096.51
SCHOLASTIC, INC.	0700	792329	060	7435	\$1,202.63
SCHOLASTIC, INC.	0700	792333	060	7435	\$919.65
SCHOLASTIC, INC.	0700	792337	060	7435	\$601.31
SCHOLASTIC, INC.	0700	792343	060	7435	\$1,768.57
SCHOLASTIC, INC.	0700	792457	060	7435	\$9,691.77
SCHOLASTIC, INC.	0700	792468	060	7435	\$707.43
SCHOLASTIC, INC.	0700	792480	060	7435	\$9,939.37
SCHOLASTIC, INC.	0700	792525	060	7435	\$636.69
SCHOLASTIC, INC.	0700	792526	060	7435	\$35.38
SCHOLASTIC, INC.	0765	791776	120	6052	\$2,520.94
SCHOLASTIC MAGAZINE	0170	791564	030	7099	\$659.34
SCHOLASTIC MAGAZINE	0270	792691	030	0113	\$191.95
SCHOLASTIC MAGAZINE	0320	773297A	080	8210	\$1,098.00
SCHOLASTIC MAGAZINE	0421	792928	030	0125	\$179.89
SCHOLASTIC MAGAZINE	0530	792039	030	7099	\$3,712.96
SCHOLASTIC MAGAZINE	0758	792549	060	4203	\$109.89
SCHOLASTIC MAGAZINE	0758	792550	060	4203	\$175.82
SCHOLASTIC MAGAZINE	0758	792553	060	4203	\$131.87
SCHOOL FACILITY CONSULTANTS	0905	788746A	350	0913	\$2,058.75
SCHOOL FACILITY CONSULTANTS	0905	788746A	350	0916	\$65.00
SCHOOL FACILITY CONSULTANTS	0905	788746A	350	0917	\$992.50
SCHOOL FACILITY CONSULTANTS	0905	788746A	400	0915	\$1,303.75
SCHOOL HEALTH CORPORATION	0237	792107	030	0656	\$222.59
SCHOOL HEALTH CORPORATION	0552	791771A	060	9017	\$287.29
SCHOOL HEALTH CORPORATION	0730	791899	060	9017	\$4,469.34
SCHOOL HEALTH CORPORATION	0730	791903	060	9017	\$2,347.07
SCHOOL NURSE SUPPLY, INC.	0155	792338	030	0110	\$906.89
SCHOOL NURSE SUPPLY, INC.	0430	792023	060	9017	\$1,976.97
SCHOOL SAVERS	0700	792236	030	0144	\$3,792.61
SCHOOL SERVICES OF CALIF., INC.	0890	791481	030	0708	\$4,500.00

SCHOOL SERVICES OF CALIF., INC.	0890	791578	030	0708	\$3,500.00
SCHOOL SPECIALTY, LLC	0140	791847	060	2600	\$988.10
SCHOOL SPECIALTY, LLC	0185	792532	030	0171	\$401.76
SCHOOL SPECIALTY, LLC	0220	791832	120	6105	\$38.51
SCHOOL SPECIALTY, LLC	0265	793148	030	7090	\$741.12
SCHOOL SPECIALTY, LLC	0295	792711	060	6010	\$933.91
SCHOOL SPECIALTY, LLC	0295	792726	060	6010	\$481.48
SCHOOL SPECIALTY, LLC	0365	791849	060	6500	\$210.54
SCHOOL SPECIALTY, LLC	0415	788038A	060	3010	\$5,673.48
SCHOOL SPECIALTY, LLC	0415	791879	030	0625	\$319.76
SCHOOL SPECIALTY, LLC	0415	792895	030	7090	\$368.95
SCHOOL SPECIALTY, LLC	0450	791677	030	7090	\$996.47
SCHOOL SPECIALTY, LLC	0480	791538	030	7090	\$618.15
SCHOOL SPECIALTY, LLC	0565	791858	030	0172	\$180.60
SCHOOL SPECIALTY, LLC	0701	793220	060	3213	\$750.00
SCHOOL SPECIALTY, LLC	0782	792992	060	6500	\$188.78
SCHOOL SPECIALTY, LLC	1891	792543	030	0716	\$4,164.69
SCHOOL SPECIALTY, LLC	1891	792844	030	0716	\$3,047.45
SCHOOL SPORT	0919	792011	060	8150	\$6,225.00
SCHOOL SPORT	0919	792017	060	8150	\$5,750.00
SCHOOL YARD RAP	0423	791503	030	7091	\$350.00
SCIENCE TAKE-OUT, LLC	0055	792982	030	0125	\$1,367.31
SCOUT ISLAND/FCOE	0725	791901	030	0173	\$950.00
SCOUT ISLAND/FCOE	0725	792600	030	0173	\$700.00
SCOUT ISLAND/FCOE	0725	792648	030	0173	\$950.00
SDI INNOVATIONS, INC. DBA SCHOOL DATEBOOKS	0700	792517	030	0144	\$615.54
SHAVER STABLE	0440	792796	030	7099	\$1,170.00
SHERWIN-WILLIAMS CO.	0055	791550	030	0172	\$1,000.00
SIDEWAYS FIVE	0010	792137	030	0115	\$4,000.00
SIDEWAYS FIVE	0710	792728	030	0152	\$2,864.30
SIDEWAYS FIVE	0725	791706	030	0172	\$500.00
SIDEWAYS FIVE	0895	792516	030	0716	\$700.00
SIERRA DATA MGMT. AND STORAGE	0787	792653	060	6500	\$1,000.00
SIERRA PACIFIC H.S.	0335	792019	030	0172	\$110.00
SIGNATURE SOLUTIONS	0755	791749	030	0189	\$2,500.00
SIMONIAN FARMS	0430	791959	080	8210	\$478.40
SMART & FINAL	0725	786603	030	0173	\$4,000.00
SMARTYSTREETS, LLC	0887	792945	030	0140	\$1,015.00
SNAP-ON INDUSTRIAL	0919	791554	060	8150	\$2,494.90
SNO CAFE	0705	792617	110	6391	\$500.00
SOCCER & LIFESTYLE, INC.	0335	792995	030	7090	\$4,180.14
SOCCER EXPRESS	0185	792623	030	0172	\$500.00
SOCCER EXPRESS	0185	792636	030	0172	\$1,905.00
SOCCER EXPRESS	0460	792979	030	0172	\$305.00
SOTO CO. RENTAL, LLC	0421	792112	030	0171	\$750.00
SOTO CO. RENTAL, LLC	0791	777139A	060	2600	\$580.00
SOUND CONTRACTING, INC.	0850	792270	030	0681	\$2,838.31

SOUTH VALLEY WINTER ARTS ASSOCIATION	1400	792722	030	7394	\$100.00
SOUTH VALLEY WINTER ARTS ASSOCIATION	1400	792897	030	7394	\$575.00
SPEECH CORNER	0782	792714	060	6500	\$224.54
SPEECH CORNER	0782	792999	060	6500	\$175.81
SPEECH CORNER	0782	793057	060	6500	\$213.71
SPINITAR	0145	791947	030	0125	\$807.01
SPORT SCOPE, INC.	0055	792495	030	0172	\$205.87
ST. PAUL ARMENIAN CHURCH	0700	791720	060	3010	\$1,034.00
ST. PAUL ARMENIAN CHURCH	0810	792631	030	0641	\$660.00
ST. PAUL ARMENIAN CHURCH	1930	792912	030	0188	\$1,429.00
STALLION ATHLETIC BOOSTERS	0055	791732	030	0172	\$375.00
STALLION ATHLETIC BOOSTERS	0055	791735	030	0172	\$275.00
STAR AUTISM SUPPORT, INC.	0255	793126	030	0625	\$339.66
STAR AUTISM SUPPORT, INC.	0785	784944	060	6500	\$13.50
STAR AUTISM SUPPORT, INC.	0785	784945	060	6500	\$13.50
STAR AUTISM SUPPORT, INC.	0785	791422	060	6500	\$832.00
STAR AUTISM SUPPORT, INC.	0785	791654	060	6500	\$832.00
STAR AUTISM SUPPORT, INC.	0785	791781	060	6500	\$832.00
STAR AUTISM SUPPORT, INC.	0785	792862	060	6547	\$2,979.63
STAR AUTISM SUPPORT, INC.	0785	792865	060	6547	\$1,489.81
STAR AUTISM SUPPORT, INC.	0785	792926	060	6547	\$1,988.01
STARFALL PUBLICATIONS	0430	791885	030	7099	\$355.00
STATE ARCHITECT, DIVISION OF	1145	791525	350	0917	\$5,869.07
STATE ARCHITECT, DIVISION OF	1145	792803	350	0913	\$561.83
STATE CENTER COMMUNITY COLLEGE DIST.	0860	791907	030	0694	\$1,000.00
STATE CENTER COMMUNITY COLLEGE DISTRICT, DBA REEDLEY COLLEGE	0710	792339	060	6388	\$225.00
STORYLAND AND PLAYLAND, INC.	0725	791902	030	0173	\$375.00
STUDIES WEEKLY, INC.	0025	792084	060	3010	\$3,619.66
STUDIES WEEKLY, INC.	0385	791809	030	7090	\$979.48
SUBWAY #1908/FRESNO ST.	0188	791388	030	7090	\$300.00
SUBWAY SANDWICHES & SALADS	0145	791396	030	7091	\$700.00
SUNBELT RENTALS	0355	791911	030	7090	\$800.23
SUNNYSIDE DANCEWEAR	1400	791635	030	7394	\$1,500.00
SUNNYSIDE DONUTS	0150	792287	030	7090	\$700.00
SUNNYSIDE DONUTS	0440	788050	030	7090	\$500.00
SUNNYSIDE TROPHY, INC.	0175	791895	030	7090	\$173.36
SUNNYSIDE TROPHY, INC.	0421	791800	030	0125	\$450.00
SUNNYSIDE TROPHY, INC.	0550	791684	030	0172	\$2,000.00
SUPER DUPER PUBLICATIONS	0782	792685	060	6500	\$173.15
SUPER DUPER PUBLICATIONS	0782	792704	060	6500	\$176.09
SUPER DUPER PUBLICATIONS	0782	792996	060	6500	\$204.51
TACOS MARQUITOS, INC.	0015	791825	030	7091	\$1,000.00
TACOS MARQUITOS, INC.	0335	792172	030	7090	\$5,000.00
TCLG, INC. DBA THE COLLECTION LAW GROUP	0423	792067	030	7090	\$910.99
TEACHER CREATED MATERIALS PUB.	0750	791536	060	3060	\$9,913.06
TEACHERS FIRST, LLC	0105	792777	030	7090	\$7,320.00

TECH MUSEUM OF INNOVATION	0725	791921	030	0173	\$85.00
TECH MUSEUM OF INNOVATION	0725	791956	030	0173	\$918.00
TENNIS WAREHOUSE	0395	792765	030	0172	\$313.00
TEOCALLI CULTURAL ACADEMY	0791	778117A	060	2600	\$5,502.00
THARY KY, DBA KH DONUTS FANTASY	0865	792519	030	0602	\$200.00
THE COLLEGE BOARD	0412	791797	060	4035	\$550.00
THE COLLEGE BOARD	0412	791906	060	4035	\$550.00
THE GARLAND COMPANY	0919	792323	060	8150	\$814.72
THE MOWERS EDGE	1920	791444	030	0734	\$551.50
THE WRITE TOOLS, LLC	0060	NR000053041	030	7090	\$8,400.00
THE WRITE TOOLS, LLC	0465	NR000053070	030	7099	\$7,011.00
THE WYRICK BOOK CO.	0260	791991	030	0625	\$5,081.98
THEATREFOLK, LTD	0727	791541	030	0167	\$5,905.00
THERAPY SHOPPE, INC.	0475	792344	030	7099	\$1,987.94
THUNDER INFLATABLES, INC.	0170	791896	030	0171	\$1,050.00
THUNDER INFLATABLES, INC.	0417	792055	030	0115	\$1,198.50
TIFCO INDUSTRIES	0919	791374	060	8150	\$9,412.41
TIFCO INDUSTRIES	1325	791371	350	0917	\$5,512.31
TIM R TRULL ELECTRIC, INC.	0664	792913	030	0188	\$9,960.00
TINCH-HOWARD AIR CONDITIONING	0919	793043	060	8150	\$3,926.61
TINCH-HOWARD AIR CONDITIONING	0919	793044	060	8150	\$472.10
TOM LITTLE INSPECTIONS	0210	777028	120	6128	\$7,000.00
TOM LITTLE INSPECTIONS	1417	791938	060	3213	\$8,500.00
TOM LITTLE INSPECTIONS	1505	791943	060	3213	\$8,500.00
TOTAL CONCEPT ENTERPRISES, INC.	0919	792740	060	8150	\$1,435.64
TRANE COMPANY	0919	792479	030	0188	\$4,378.97
TRANE COMPANY	0919	792923	060	8150	\$2,208.39
TROPICALE FOODS, INC.	0070	792201	080	8210	\$5,000.00
TROPICALE FOODS, INC.	0470	783854	030	7090	\$500.00
TRU-TRAILERS, INC.	0055	791518	030	7090	\$1,041.64
TRU-TRAILERS, INC.	0055	792820	030	0172	\$125.00
TUFF SHED, INC.	0150	792905	030	0113	\$6,479.35
U.S. FIRST	0710	793208	060	6388	\$6,000.00
U.S. TINT/SHADOW ENTERPRISES	0810	791032	030	0640	\$374.00
UC MERCED	0701	793118	060	6266	\$450.00
UC MERCED	0706	791972	060	7412	\$2,801.50
UC REGENTS-BERKELEY	0335	792938	030	7090	\$455.00
UCRIGHT.COM, INC.	0886	793211	030	0140	\$4,021.00
ULINE	0195	792834	060	2600	\$145.26
ULINE	0235	792334	030	7090	\$4,347.73
ULINE	0320	791534	060	2600	\$763.97
ULINE	0710	792347	060	6388	\$1,695.38
ULINE	1891	792816	030	0716	\$318.53
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0055	791397	030	7090	\$200.00
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY & COFFEEHOUSE	0791	765430A	060	2600	\$69.47

UNIGLOBE TRAVEL	0030	791586	030	7090	\$1,289.15
UNIGLOBE TRAVEL	0230	792211	030	7090	\$1,844.11
UNIGLOBE TRAVEL	0241	793056	030	7090	\$3,306.00
UNIGLOBE TRAVEL	0340	793087	060	3182	\$296.00
UNIGLOBE TRAVEL	0395	793070	060	722D	\$3,000.00
UNIGLOBE TRAVEL	0664	792177	030	0672	\$200.00
UNIGLOBE TRAVEL	0710	791446	030	0152	\$5,608.38
UNIGLOBE TRAVEL	0710	791836	030	0152	\$2,488.21
UNIGLOBE TRAVEL	0727	792187	030	0168	\$2,300.00
UNIGLOBE TRAVEL	0758	791561	060	4203	\$6,398.91
UNIGLOBE TRAVEL	0765	792884	060	9021	\$1,600.00
UNIGLOBE TRAVEL	0765	793083	060	3213	\$2,295.47
UNIGLOBE TRAVEL	1795	792845	060	3010	\$2,356.01
UNIGLOBE TRAVEL	1910	792227	060	7029	\$180.00
UNITED RENTALS, INC.	0395	793119	030	0172	\$2,000.00
UNITED SKATES OF AMERICA, INC.	0020	792642	030	7099	\$5,200.00
UNITED SKATES OF AMERICA, INC.	0550	793171	030	0643	\$960.00
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	792482	030	0172	\$3,412.25
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	792487	030	0172	\$3,354.69
UNIVERSAL STUDIOS HOLLYWOOD	0125	792083	030	7090	\$6,500.00
VALLARTA FOOD ENTERPRISES	0005	791416	030	0172	\$150.00
VALLARTA FOOD ENTERPRISES	0015	791604	030	7091	\$1,000.00
VALLARTA FOOD ENTERPRISES	0015	793233	030	7091	\$150.00
VALLARTA FOOD ENTERPRISES	0025	791713	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0035	791711	060	6010	\$250.00
VALLARTA FOOD ENTERPRISES	0035	792285	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0055	791421	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0055	792183	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0055	792310	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0055	793023	030	0172	\$240.00
VALLARTA FOOD ENTERPRISES	0075	791601	030	0110	\$350.00
VALLARTA FOOD ENTERPRISES	0075	792557	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0095	792197	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0095	792990	060	6500	\$200.00
VALLARTA FOOD ENTERPRISES	0100	792199	060	6010	\$65.00
VALLARTA FOOD ENTERPRISES	0100	792575	060	6010	\$117.00
VALLARTA FOOD ENTERPRISES	0100	792988	060	6010	\$117.00
VALLARTA FOOD ENTERPRISES	0125	791418	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0125	792456	030	0124	\$500.00
VALLARTA FOOD ENTERPRISES	0130	792551	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0135	793158	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0135	793159	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0135	793160	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0145	789171	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0145	793021	030	7090	\$125.00
VALLARTA FOOD ENTERPRISES	0150	792303	030	0113	\$300.00
VALLARTA FOOD ENTERPRISES	0150	792307	030	0113	\$300.00

VALLARTA FOOD ENTERPRISES	0175	791410	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0175	792559	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0185	792431	030	0123	\$1,000.00
VALLARTA FOOD ENTERPRISES	0185	792437	030	0123	\$2,000.00
VALLARTA FOOD ENTERPRISES	0195	792234	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0210	792504	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0220	791427	060	6500	\$50.00
VALLARTA FOOD ENTERPRISES	0220	791883	060	6500	\$100.00
VALLARTA FOOD ENTERPRISES	0220	793022	030	0172	\$100.00
VALLARTA FOOD ENTERPRISES	0225	792443	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0240	792314	030	7090	\$750.00
VALLARTA FOOD ENTERPRISES	0241	792622	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0241	792624	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0241	792625	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0265	792105	030	7090	\$1,200.00
VALLARTA FOOD ENTERPRISES	0265	793154	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0270	792110	030	0113	\$300.00
VALLARTA FOOD ENTERPRISES	0305	792560	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0335	791411	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0335	791777	030	7090	\$2,000.00
VALLARTA FOOD ENTERPRISES	0335	791859	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0335	792538	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0335	792540	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0335	792541	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0335	792621	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0340	791431	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0340	792292	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0340	792748	060	6010	\$300.00
VALLARTA FOOD ENTERPRISES	0355	789393	030	7091	\$0.29
VALLARTA FOOD ENTERPRISES	0355	791854	030	7091	\$600.00
VALLARTA FOOD ENTERPRISES	0355	793024	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0355	793027	030	7091	\$950.00
VALLARTA FOOD ENTERPRISES	0370	791437	060	6500	\$100.00
VALLARTA FOOD ENTERPRISES	0370	791442	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0370	793223	030	0172	\$200.00
VALLARTA FOOD ENTERPRISES	0380	792309	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0395	791715	030	0125	\$1,000.00
VALLARTA FOOD ENTERPRISES	0395	792129	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0410	791615	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0410	792302	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0415	792507	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0417	792256	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0420	793029	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0423	792301	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0430	791857	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0440	792558	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0455	791443	030	7090	\$371.00

VALLARTA FOOD ENTERPRISES	0455	792109	030	7091	\$350.00
VALLARTA FOOD ENTERPRISES	0455	792432	030	7090	\$4,000.00
VALLARTA FOOD ENTERPRISES	0480	791409	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0485	792618	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	792619	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	792620	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0495	792311	030	7090	\$25.00
VALLARTA FOOD ENTERPRISES	0500	792791	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0500	792792	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0505	791611	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0550	791552	030	0172	\$300.00
VALLARTA FOOD ENTERPRISES	0550	792909	030	0172	\$500.00
VALLARTA FOOD ENTERPRISES	0553	791595	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0567	791716	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0700	791747A	030	0606	\$400.00
VALLARTA FOOD ENTERPRISES	0700	792749	030	0144	\$150.00
VALLARTA FOOD ENTERPRISES	0701	792418	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0701	792660	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0701	793161	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0702	791852	030	0606	\$600.00
VALLARTA FOOD ENTERPRISES	0710	792191	030	0152	\$500.00
VALLARTA FOOD ENTERPRISES	0732	792493	030	0658	\$150.00
VALLARTA FOOD ENTERPRISES	0732	792493	030	0672	\$150.00
VALLARTA FOOD ENTERPRISES	0755	791390	030	0189	\$250.00
VALLARTA FOOD ENTERPRISES	0758	792438	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0758	792439	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0758	792440	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0787	791855	060	6547	\$200.00
VALLARTA FOOD ENTERPRISES	0790	791668	060	2600	\$1,500.00
VALLARTA FOOD ENTERPRISES	0790	792193	060	2600	\$1,200.00
VALLARTA FOOD ENTERPRISES	0790	792511	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0790	792855	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0790	792856	060	2600	\$300.00
VALLARTA FOOD ENTERPRISES	0791	792196	060	2600	\$500.00
VALLARTA FOOD ENTERPRISES	0796	792300	030	0667	\$150.00
VALLARTA FOOD ENTERPRISES	0810	792435	030	0649	\$500.00
VALLARTA FOOD ENTERPRISES	0812	791613	030	0137	\$700.00
VALLARTA FOOD ENTERPRISES	0812	792436	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0852	793031	030	0679	\$200.00
VALLARTA FOOD ENTERPRISES	0852	793033	030	0679	\$200.00
VALLARTA FOOD ENTERPRISES	0865	791380	030	0602	\$200.00
VALLARTA FOOD ENTERPRISES	0885	791655	030	0140	\$250.00
VALLARTA FOOD ENTERPRISES	0888	792190	030	0143	\$200.00
VALLEY FENCE COMPANY	1395	788467	350	0913	\$2,144.00
VALLEY IRON, INC.	0710	791770	060	6388	\$97.52
VALLEY IRON, INC.	0710	792060	060	6388	\$2,291.66
VALLEY PUBLIC TELEVISION	0860	791909	030	0694	\$5,000.00

VENTURA TV, INC.	0140	791420	030	7090	\$601.34
VENTURA TV, INC.	0785	792503	060	6500	\$720.53
VENTURA TV, INC.	1400	792686	030	7394	\$623.01
VERVANTE	0785	792819	060	6500	\$36.43
VEX ROBOTICS	0100	791791	060	3010	\$163.58
VEX ROBOTICS	0885	792707	030	0143	\$1,255.38
VINCENT COMMUNICATIONS, INC.	0235	792359	030	0125	\$130.02
VINCENT COMMUNICATIONS, INC.	0725	792836	030	0173	\$2,000.00
VIRTUAL ENTERPRISES INTERNATIONAL, INC.	0335	789029	060	6385	\$2,000.00
VISUALZ	1910	791813	130	9074	\$921.09
W.O.W. PRODUCTIONS	0727	792870	030	0167	\$3,000.00
W.O.W. PRODUCTIONS	0727	792873	030	0167	\$3,000.00
WARDS NATURAL SCIENCE, INC.	0130	792986	030	0125	\$762.45
WARDS NATURAL SCIENCE, INC.	0145	793006	030	7090	\$335.08
WASHINGTON UNION HIGH SCHOOL	0185	791506	030	0172	\$400.00
WASHINGTON UNION HIGH SCHOOL	0395	792798	030	0172	\$425.00
WASHINGTON UNION HIGH SCHOOL	0421	792776	030	0172	\$400.00
WATERBOY SPORTS, INC.	0145	792922	030	0172	\$1,124.80
WATERBOY SPORTS, INC.	0919	792296	060	8150	\$5,133.73
WECO SUPPLY CO.	0335	787400	030	0172	\$208.30
WESTED	0702	793047	060	9075	\$2,478.25
WESTERN PSY. SERVICES	0785	792646	060	6547	\$1,878.38
WESTERN PSY. SERVICES	0785	792646	060	9017	\$3,488.42
WESTWOODS BBQ & SPICE CO.	0705	793041	110	6390	\$2,180.01
WILD WATER ADVENTURES	0070	791631	030	0172	\$942.00
WILD WATER ADVENTURES	0208	791973	080	8210	\$639.94
WILD WATER ADVENTURES	0208	792603	080	8210	\$2,152.35
WOODSHED	0421	792086	030	7090	\$135.00
WORKBOOT EMPORIUM	0897	793065	030	0716	\$250.00
WORLD BOOK, INC.	0020	792010	030	0625	\$1,925.00
WORLD'S FINEST CHOCOLATE	0070	792886	080	8210	\$5,520.00
WRIKE, INC.	0702	793131	060	3213	\$1,488.00
YELLOW DOG SIGNS & GRAPHICS	0400	791637	030	7394	\$5,441.34
ZEPHYRTEC, INC.	0880	792050	680	0851	\$499.00

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

October 2021

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 Entrepreneurship	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)

October 2021

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
(JANUARY 10, 2024 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Benefits and Risk Management Department	Scribbles Software	ScribOrder and ScribTransfer applications will manage the request, processing, and payment of student records requests for current and former students and 3rd party requests, along with school to school records requests. The district is not invoiced for any services or software from scribbles.	7/1/2023	6/30/2024
Department of Prevention and Intervention	Prodigy Healthcare, Inc.	Prodigy Healthcare, Inc. will provide drug and alcohol support services.	7/1/2023	6/30/2024
Fresno Adult School	State Center Community College District	Annual agreement between SCCCD for Fresno Adult School, outlining the responsibilities for the distribution of California Adult Education Program.	7/1/2023	6/30/2024
Nutrition Services	Creative Alternative	District provides breakfast and lunch meals to creative Alternative Schools. The District will process and submit the claim information to the California Department of Education for reimbursement of meals.	7/1/2023	6/30/2024
Nutrition Services	Fresno County Superintendent of Schools	Whereas district provides Breakfast and Lunch meals to FCC (Ramacher).	7/1/2023	6/30/2024
Nutrition Services	Fresno County Superintendent of School (Pacific Transition)	Whereas District provides breakfast and lunch meals to FCSS (Pacific Transition).	7/1/2023	6/30/2024
Nutrition Services	Violet Heintz	District provides breakfast and lunch meals to Violet Heintz. District will process and submit claim information to the CDE for reimbursement of meals.	7/1/2023	6/30/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from October 01, 2023 through October 31, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

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 and Financial Services Office.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D



THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
OCTOBER 1, 2023 TO OCTOBER 31, 2023
RATIFICATION DATE JANUARY 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION RFQ 23-30 CATEGORY C	0127	791666	030	7090	\$17,091.45
CA TEACHING FELLOWS FOUNDATION RFQ 23-30 CATEGORY C	0210	785448	060	3182	\$58,577.00
CALIF. STATE UNIVERSITY FRESNO BELOW BID LIMIT (PCC 20111)	0701	793191	060	5823	\$14,320.00

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
OCTOBER 1, 2023 TO OCTOBER 31, 2023
RATIFICATION DATE JANUARY 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION	0417	785671	030	7090	\$4,299.60
CA TEACHING FELLOWS FOUNDATION	0417	785671	030	7099	\$2,244.00
CALIF. STATE UNIVERSITY FRESNO	0725	792317	030	0173	\$320.00
CALIF. STATE UNIVERSITY FRESNO	0725	793174	030	0173	\$500.00
CALIF. STATE UNIVERSITY FRESNO	0860	792171	030	0694	\$5,000.00
CALIFORNIA STATE UNIV. FRESNO	0421	792249	030	7090	\$520.00
CALIFORNIA STATE UNIVERSITY	0710	792169	030	0152	\$520.00
CSUF, KREMEN EDUCATION BLDG.	0415	792224	030	7090	\$500.00
FRESNO STATE UNIVERSITY	0706	791864	030	0157	\$100.00
FRESNO STATE UNIVERSITY	0710	792078	030	0194	\$8,000.00

ZERO DOLLAR CONTRACTS SUBMITTED FOR BOARD RATIFICATION
(JANUARY 10, 2024 BOARD OF EDUCATION MEETING)

DEPARTMENT RESPONSIBLE	VENDOR	DESCRIPTION	START DATE	END DATE
Early Learning Department	Fresno Economic Opportunities Commission - MOU	To provide Play and Learn groups at the Community Learning Center at the Lighthouse for Children.	7/1/2023	6/30/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 10, 2024,

AGENDA ITEM B-23

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 2022/23 Bond Annual Report

ITEM DESCRIPTION: Included in the Board binders is the 2022/23 Bond Annual Report which will be presented on behalf of the Citizens' Bond Oversight Committee (CBOC). The purpose of the CBOC is to inform the public concerning the expenditure of bond revenues. Its duties are to review the quarterly and annual audit reports produced by the district's independent accountant and present an annual report indicating the district's compliance with the Constitution of the State of California.

To perform the duty of reporting on Constitutional compliance, the CBOC receives and reviews the required annual, independent performance and financial audits, as well as the quarterly reports of agreed-upon procedures that exceed state requirements. The annual audits were reviewed by the CBOC on November 16, 2023. There were no audit findings or adjustments.

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

PREPARED BY: Paul Idsvoog

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

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

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





Fresno Unified
School District



2022/23 Bond Annual Report

Bond Measures in the 2022/23 Annual Report

Measure M, March 2020, \$325 million (60% approval)

- \$120 million in bonding authority remains
- Farber Campus, CTE and early learning facilities, gyms and libraries, modernizations, infrastructure and site improvements
- Leveraged \$17 million in State funding to date

Measure X, November 2016, \$225 million (67% approval)

- All bonding authority utilized
- Herrera, Phoenix Secondary, Wawona, CTE and athletic facilities, cafeteria AC, infrastructure and site improvements
- Leveraged \$8 million in State funding to date

State Proposition 39

- Approved by California voters in November 2000
- Amended State Constitution to reduce threshold for approval of local school facilities bonds from 66.7% to 55%
- Prop 39 Requirements
 - Bond funds used only for constructing, rehabilitating, and equipping school facilities, or acquiring/leasing property for school facilities
 - Projects must be included on the ballot
 - District must conduct annual, independent performance and financial audits to ensure bond funds are expended only on eligible projects
- Implementing legislation requires bond oversight committee

Citizens' Bond Oversight Committee

Review Quarterly Expenditure Reports

- Quarterly Reports of Bond Expenditures – by school, by project (prepared by district)
- Quarterly Reports of Agreed Upon Procedures (prepared by independent accountant)

Report Annually on Compliance with State Constitution

- Annual Independent Performance Audit
- Annual Independent Financial Statements Audit

2022/23 Independent Bond Audits: Measure X

Quarterly Reports of Agreed Upon Procedures

“Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries.”

Annual Performance Audit

“The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure X General Obligation Bond funds for the period July 1, 2022 to June 30, 2023 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.”

Annual Financial Statements Audit

“In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure X General Obligation Bonds activity as of June 30, 2023, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.”

2022/23 Independent Bond Audits: Measure M

Quarterly Reports of Agreed Upon Procedures

“Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries.”

Annual Performance Audit

“The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure M General Obligation Bond funds for the period July 1, 2022 to June 30, 2023 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.”

Annual Financial Statements Audit

“In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure M General Obligation Bonds activity as of June 30, 2023, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.”

Compliance with State Constitution

As validated by ...

Annual Independent Performance Audit
Annual Independent Financial Statements Audit
Quarterly Reports of Agreed Upon Procedures

**Fresno Unified is in compliance with Article XIII A,
Section 1(b)(3)(c) of the California Constitution**



Major Construction and Modernization Projects

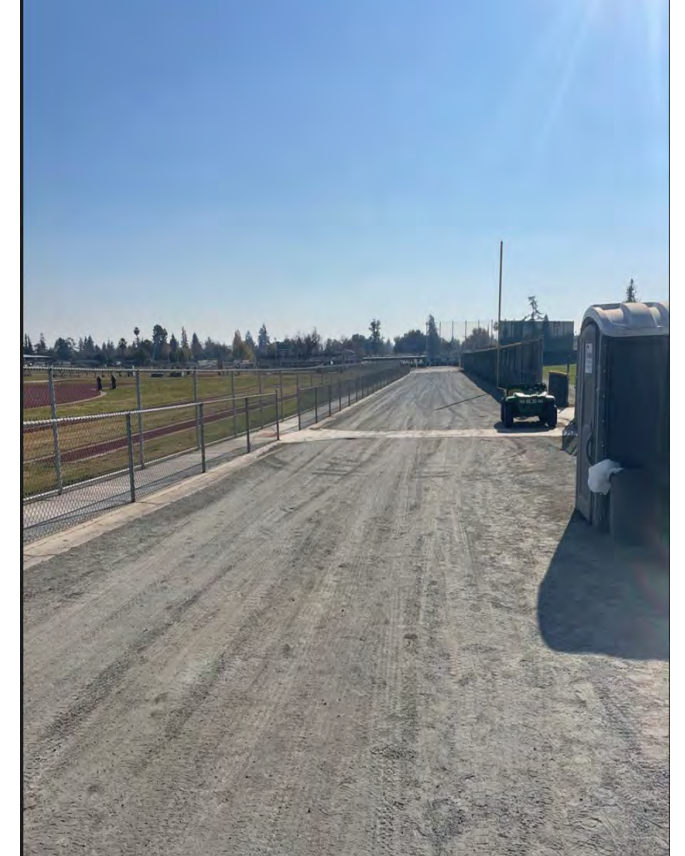
Addams Elementary – Early Learning Classroom Building and Entry/Office Relocation

- 2117 W. McKinley Ave., adjacent to Hwy 99
- 5-classroom building and student support spaces
- Relocate campus entrance and administrative office from McKinley Ave. to Hughes Ave. to improve access and safety
- New staff and visitor parking lot
- Anticipated Completion Summer 2024



Bullard Ballfields – Varsity and Junior Varsity, Track, Parking Lots, Roads

- Bullard Ballfield Improvements
- Accessibility Improvements
- New Varsity Soccer Field
- New access roads and parking lot
- New Track and Field Event Spaces
- Removal and Replacement of non-compliant structures
- Development of pad and infrastructure future
Concession and restroom area



Del Mar Elementary – New Early Learning Classroom, Access Improvements

- 4122 N. Del Mar Ave. at Ashlan Ave.
- 7-classroom Early Learning building
- Relocate campus entrance and administrative office from Del Mar Ave. to Ashlan Ave. to improve access and safety
- New student support offices
- Relocate and modernize Library and Administration buildings
- New secured staff parking lot
- Anticipated Completion Spring 2025



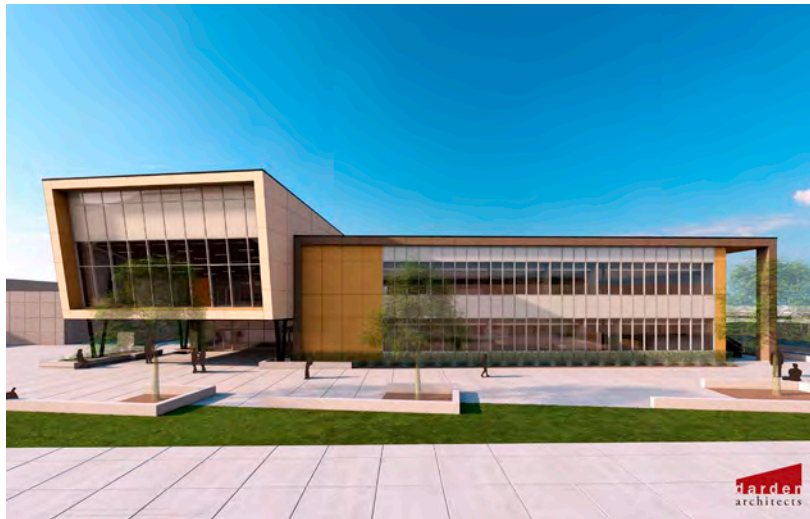
Ericson Elementary – MPR Replacement

- 4777 E. Yale Ave, Southwest of Clinton and Chestnut
- Increase square footage of MPR from 4,480 SF to 9,340 SF
- MPR Includes:
 - Staff Lounge/Parent Room
 - Boys and Girls Restroom
 - Stage with Music Storage
 - Food service kitchen with staff offices and restroom
- Anticipated Completion Fall 2024



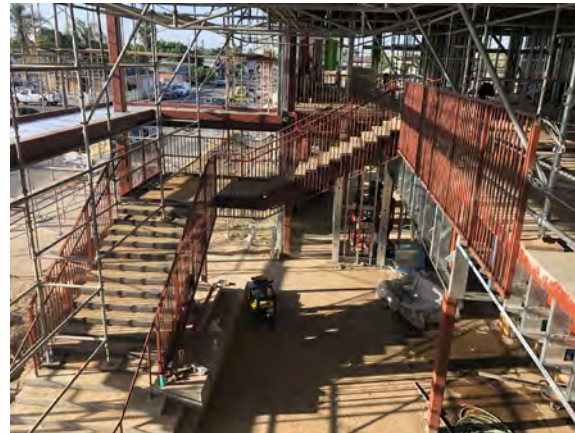
Edison High – New CTE Building and Interim Housing

- The new CTE building will provide Edison High School with 13 modern classrooms
- Square Footage: Approx. 31,200 square feet
- Anticipated Completion December 2024



Francine and Murray Farber Educational Campus at Ventura and Tenth

- Campus to be built on northerly part of the 12.8-acre site
- Will bring together existing programs: JE Young, Cambridge, eLearn Academy, and Educational Resource Center
- A two-story building and separate CTE/multipurpose building will include 32 Classrooms, 3 CTE work rooms, office space, parent engagement spaces, multi-purpose room/cafeteria, and Learning Lab spaces for early learning program
- Anticipated Completion Summer 2024



Hoover High School Library Remodel

- Remodel 9199 sf of existing library building
- New: Lobby, Library, Confidential office spaces, Computer lab, work rooms, restrooms, textbook storage, Campus Culture, Teacher Resource Spaces, and Classrooms
- Improved Accessibility and outdoor seating
- New West Elevation including sun shading
- Will open December 2023



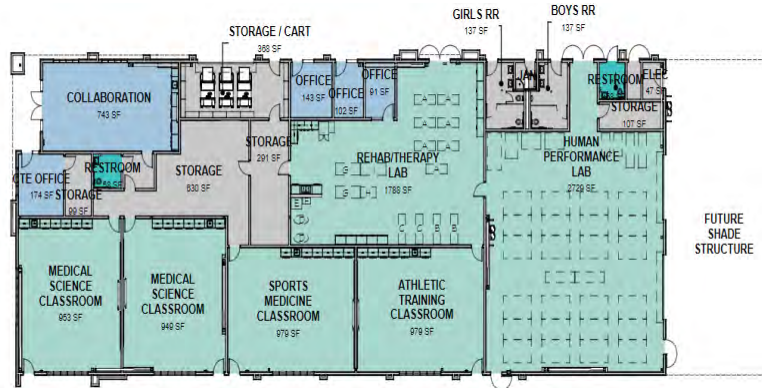
Roosevelt HS – Administration, Library, West Hall, Theatre and Auxiliary Gym

- Administration Building - expanded nurse suite and added support spaces
- Library – Office Spaces, book storage and finishes
- West Hall – Addition of elevator, access ramps and guardrails
- Theatre – New Lighting, Sound, A/V booth and front entry upgrade
- Auxiliary Gym – New Basketball Courts, Team Rooms, Restrooms and Snack Bar. Sitework with new tennis courts included.
- Anticipated Completion Summer 2025



Sunnyside High – New CTE Building Health Science Building

- The new CTE building will provide Sunnyside HS with 4 medical technology classrooms, 1 sports medicine therapy lab, and 1 performance lab. Also includes a presentation space, and 4 small offices
- Square Footage: Approx. – 11,500 square feet
- Anticipated Completion: November 2024





Examples of Other Campus Improvement Projects

Other Facility/Site Improvements

- ❑ Accessibility
- ❑ Audio Visual Systems
- ❑ Electrical Panel/Service
- ❑ Flooring
- ❑ Heating & Air Conditioning
- ❑ Intrusion System Upgrades
- ❑ Irrigation/Water Conservation
- ❑ LED Lighting Upgrades
- ❑ Marquees
- ❑ Paint (Exterior)
- ❑ Paving/Play Court Renovation
- ❑ Playground Equipment
- ❑ Public Address/Signal Systems
- ❑ Security Camera Systems



Thank you, Fresno!



2022/23 BOND ANNUAL REPORT



This annual report, for the period July 1, 2022 through June 30, 2023, is presented on behalf of the Fresno Unified Citizens' Bond Oversight Committee in accordance with the Committee's Bylaws.

Bond Measure M

Measure M, approved by 60% of the voters in March 2020, authorizes the issuance of \$325 million in general obligation bonds to support projects that:

- increase safety/security
- attract/retain teachers
- improve career education, technology, science classrooms
- remove lead/asbestos
- upgrade heating/air conditioning
- renovate, repair, construct, acquire, equip facilities

The initial issuance of Measure M bonds, \$80 million, was completed in June 2021. The district has been successful in leveraging funding from the State Facility Program for career technical education (CTE) projects using Measure M as the required match. To date, the district has received \$3 million in State grant funds for CTE facilities at Duncan High School and an additional \$9.3 million has been approved but not yet received, for CTE facilities at Edison and Sunnyside High Schools. There is an additional \$17.3 million in potential State funding for other Measure M projects. District projects continue to be designed and bid to meet State Facility Program requirements, to remain eligible for future funding opportunities.

Bond Measure X

Measure X, approved by 67% of the voters in November 2016, authorizes the issuance of \$225 million in general obligation bonds to attract/retain quality teachers and repair/upgrade schools by:

- improving classrooms, career-technical facilities, science labs, technology
- repairing deteriorating restrooms, plumbing, air conditioning, wiring

- removing asbestos/lead hazards
- upgrading security cameras, lighting, fencing, fire safety
- repairing, building, acquiring facilities/equipment
- securing State funds

All Measure X bonding authority has been utilized, in issuances listed below:

- Series A, May 2018, \$60 million
- Series B, August 2019, \$75 million
- Series C, September 2020, \$45 million
- Series D, June 2021, \$45 million

To date, \$5.1 million in State funding has been received for Measure X projects, \$1.9 million has been approved but not yet funded, and \$19.4 million has been applied for but not yet approved. There is an additional \$6.7 million in potential State funding for other Measure X projects in construction and recently completed.

State Proposition 39

The district's bond measures are Proposition 39 bonds. State Proposition 39, which was approved by the voters in November 2000, amended Article XIII A, Section 1(b)(3) of the California Constitution to decrease the requirement for passage of local school facilities bonds from two-thirds (66.7%) voter approval to 55%. In conjunction with dropping the approval threshold, Proposition 39 requires that:

- Bond funds must be used only for constructing, rehabilitating, and equipping school facilities, or acquiring/leasing property for school facilities.
- The school projects to be funded with bond funds must be included on the ballot.
- The district must conduct annual, independent performance and financial audits to ensure bond funds have been expended only on eligible school facilities projects.

Citizens' Bond Oversight Committee

The Citizens' Bond Oversight Committee (CBOC) complies with State legislation implementing Proposition 39 that requires school district governing boards to appoint an oversight committee to inform the public concerning the expenditure of bond funds. Per its Bylaws, the CBOC's duties are to review the quarterly bond expenditure reports produced by the district and present an annual report to the public indicating the district's compliance with the Constitution of the State of California. To perform the duty of reporting on Constitutional compliance, the CBOC receives and reviews the required annual, independent performance and financial audits.

CBOC members, with the exception of the Chair, are appointed by the Board of Education. The Chair is appointed by the Superintendent. Each Board Member has two appointments. Committee members are required to live within Fresno Unified boundaries; be at least 18 years old; and not be a vendor, contractor, consultant, employee or official of the district. CBOC members during all or a portion of 2022/23 were: Brian Andritch, Venancio Gaona, Annaliese Herms, Clint Horwitz, Cal Johnson, Lourdes

Medina, Timothy Mudge, Jim Nau, Bruce O’Neal, Barbara Steck (Chair) and Pablo Villagrana. The CBOC is staffed by the district’s Chief Operating Officer.

The CBOC’s quarterly meetings are publicly noticed and held at the Brawley Service Center. Meeting agendas include project updates, review of bond expenditure reports that detail every bond dollar spent by school and project, an audit report presented by the district’s independent accountant, other related bond/project topics, and an opportunity for public comment. Meeting materials are provided in advance and available on the district’s website. During 2022/23, meetings were held on August 18, 2022, November 17, 2022, February 17, 2023, and May 18, 2023. The May meeting was held at Duncan Polytechnical High School – CTE Building. A tour was conducted of the building.

Annual and Quarterly Audits of Bond Projects and Bond Expenditures

The CBOC receives and reviews three types of audit reports, as described below.

Required Annual Independent Performance Audit

The district’s independent auditor, Crowe Horwath, conducts annual performance audits for Measure Q and Measure X in accordance with government auditing standards. The 2022/23 Measure X General Obligation Bonds Performance Audit and 2022/23 Measure M General Obligation Bonds Performance Audit were reviewed by the CBOC on November 16, 2023. They state the following:

The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure X General Obligation Bond funds for the period July 1, 2022 to June 30, 2023 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure M General Obligation Bond funds for the period July 1, 2022 to June 30, 2023 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Required Annual Independent Financial Statements Audit

The district’s independent auditor, Crowe Horwath, conducts annual audits of the district’s financial statements for Measure X and Measure M. District management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting standards; the auditor’s responsibility is to express an opinion on the financial statements based on the audit. The 2022/23 Measure X General Obligation Bonds Financial Statements Audit and 2022/23 Measure M General Obligation Bonds Financial Statements Audit were reviewed by the CBOC on November 16, 2023. They state the following:

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure X General Obligation Bonds activity as of June 30, 2023, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure M General Obligation Bonds activity as of June 30, 2023, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Elective Quarterly Reports on Applying Agreed-Upon Procedures

In addition to the required annual performance and financial audits, the district also engages Crowe Horwath to conduct Quarterly Reports on Applying Agreed-Upon Procedures for bond funds for the periods July 1-September 30, October 1-December 31, and January 1-March 31 each year. These quarterly reports, which exceed the State Constitutional requirement, are reviewed by the CBOC and represent the district's commitment to transparency and accountability. The quarterly audit procedures involve selecting a sample of 25 expenditures across all projects, vendors and expenditure amounts, and evaluating the expenditures against purchase orders and invoices. All 2022/23 Quarterly Reports on Applying Agreed-Upon Procedures for Measure X and Measure M included the following statements by the independent accountant:

The list was mathematically accurate.

Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries.

In 2022/23, and for at least the thirteen years prior, there were no findings in any bond audit reports.

Bond-Funded Projects

The CBOC received project updates throughout the year. The projects described below were in design or construction, or recently completed, during 2022/23.

New Construction and Modernization Projects (by school)

- Addams Elementary: Construction is currently underway on the new early learning classrooms and the relocation of the administration building/entry to improve campus access and safety; anticipated project completion April 2024

- Birney Elementary: Development of a new early learning classrooms and relocation of the office to support campus safety and access control; is currently in conceptual design phase
- Bullard High: Add HVAC to the North and South gyms. Project design phase is complete and currently being scheduled for bidding. Project is anticipated to be completed end of year 2024. Security fencing and single point of entry project is currently in design. Anticipated completion of construction August 2024.
- Columbia Elementary: Construction complete, new 12 classroom building, parking lot, playground structure, replacement and refurbishment of existing portable classrooms and landscape; project completed August 2022
- Calwa Elementary: Site access control; currently in conceptual design phase
- Cooper Middle: Development of access control and modernization of administration building; in conceptual review
- Del Mar Elementary: New 7 classroom building early learning classroom building and renovated/relocated library and administration building, and complete reconstruction of cafeteria built in 1947 is underway with targeted completion April 2025
- Duncan High: Construction complete on 10-classroom CTE building for Health Sciences and Medical Technology program and is in the close out stage.
- Edison High: Construction is complete on the new second gym, connecting vestibule and student study/support spaces, occupied August 2022: Renovation of cafetorium acoustic and stage improvements completed February 2023.: Construction of the new two story CTE building is underway with a targeted completion of end of summer 2024: Locker room modernization design is complete, project is anticipated to start August 2024.
- Ericson Elementary: Modernization of cafeteria built in 1960, with air conditioning, is currently out to bid with an anticipated start date of December 2022 and targeted for completion August 2024
- Ewing Elementary: New construction of early learning classroom building, parking lot, drop off and pick up, landscaping, and access control, completed May 2022
- Francine and Murray Farber Educational Campus: New 2 story, Academic/Administration building with 36 classrooms for eLearn, JE Young, and Cambridge, 3 early learning classrooms and student union with 1 CTE Logistics classroom located on the northern half of Ventura and 10th, is under construction with anticipated completion June 2024
- Francine and Murry Farber South Business Campus: Modernization of Buildings C & D interior and exterior improvements, parking lots, access and ADA improvements, were substantially complete September 2022, improved facilities will house, A4, Special Education, and E L Services: The new Professional development building was successfully bid, project scheduled to be completed December 2024.
- Fresno High: DSA approval for Second Gym is complete, architect working on exterior finishes and constructability and prepping for bid, anticipated board award. The design for tennis court expansion is complete. Design for two-story cafeteria replacement currently in design.
- Holland Elementary: Access control and Administration Mod currently in the conceptual design phase

- Hoover High: Library renovation/expansion and student support spaces project is under construction with anticipated completion end of December 2023
- Jackson Elementary: New cafeteria, shade structure, and access control completed August 2022.
- Juan Felipe Herrera Elementary: Construction completed and opened August 2022
- McLane High: Second gym and new tennis courts design complete; library renovation complete
- MPR HVAC Upgrades Centennial, Scandinavian Wishon and Daily Elementary: Centennial, Scandinavian and Wishon are complete. Daily is in planning/conceptual design.
- Roeding Elementary: Relocation of administration staff for access control and modernization of new social emotional support spaces. Design is complete and project construction is anticipated to start and be anticipated completion end of year 2024
- Roosevelt High: Projects are currently being prepped for phased bidding to limit impact to site, interim housing for office mod nearing completion. DSA approved designs for theater sound and accessibility improvements, administration utilization improvements, library modernization, and accessibility improvement to West Hall are complete, board award scheduled February 2024. Second Gym design is complete and DSA approved, project scheduled to start February 2026.
- Sunnyside High: New Health Sciences and Medical Technology CTE pathway building design complete and ready to bid November 2022 with anticipated completion end of year 2024.
- Tehipite Middle: E-Sports arena design is complete. Project bid was over budget. Redesign in progress to work with IT and CTE to expand scope beyond esports and include multi-purpose technology hub .
- Yosemite Middle School: Project to modernize existing 8 classrooms, campus wide fire alarm and intrusion system is complete and in the close out stage.

Other Facility Improvement and Safety Projects (by type of project)

- Accessibility/Site Improvement: Access improvements are complete at Tenaya: Scandinavian, Tehipite, Tioga, and Wolters are in design. Assessments are being conducted district-wide for a comprehensive access control program
- Audio Visual Systems: Cafeteria A/V system replacement at Burroughs, Centennial, Sunset, Ahwahnee and Scandinavian Middle School are complete: (20) elementary and middle schools are in design
- Air Conditioning/Heating: Hoover Cafeteria, Edison, Edison Computech, Ft. Miller, and Sunnyside Training Room are complete
- Electrical Panel/Service Upgrades: Upgrade to Cooper main PG&E electrical service and Duncan electrical panel upgrade are complete
- Exterior Paint: Ayer, Columbia, Fremont, Hamilton, Storey, Vinland are complete, with Edison High in progress
- Flooring: Carpet replacement in portables is complete or underway at Burroughs, Fort Miller, Heaton, King, Vinland, Winchell, and Wolters: Carpet projects in planning are Addams, and Leavenworth
- Gym Cooling: Hoover Event Center and Gymnasium/Locker Room/Music Building HVAC Upgrade/Replacement are complete

- Intrusion System Upgrades: System upgrades Calwa, Kirk, Jefferson, Muir, Storey and Winchell elementary schools, Scandinavian middle school, Bullard and Fresno High are complete with (10) additional sites in the bidding process: (40) more are in planning
- LED Lighting Upgrades: Hoover exterior lighting and Fresno High pool lighting are complete.
- Marquees: New marquees for Bakman, Baird, Burroughs, Computech, Duncan, Hoover, Sunnyside, Tehipite, Terronez, and Winchell are complete: Ayer, Gibson, Hamilton, Tatarian, Tioga are in design
- Playground Replacements: Burroughs and Sunset are in design, with Kratt in the planning stage
- Public Address/Signal Systems: Ahwahnee, Lane, Scandinavian, and Tenaya, are complete with an additional (10) sites in the planning stage
- Pool Heater: Bullard High Pool Heater Replacement is near completion.
- Athletic Scoreboards: Fresno High and Hoover High Scoreboards are in design.
- Security Camera Systems: Fresno High, Hamilton, Hoover, Sunnyside and Wawona projects are complete: Duncan, McLane, and Roosevelt are underway: An additional (27) sites are in design

Measure X / M Financial Update

As of June 30, 2023	Measure X (millions)	Measure M (millions)	Total (millions)
TO DATE			
Local funds expended and committed to projects	\$216	\$136	\$352
State funding received	\$8	\$13	\$21
Total value of projects	\$224	\$149	\$373
FUTURE			
Available for projects in design/construction and future projects	\$9	\$189	\$198
State funds approved but not yet received	\$0	\$4	\$4
State funds applied for but not yet approved	\$26	\$0	\$26

Affirmation of Compliance with State Constitution

As validated by the following documents, which have been reviewed by the Citizens' Bond Oversight Committee, it is confirmed that Fresno Unified School District is in compliance with the requirements of Section 1(b)(3)(C) of Article XIII A of the California Constitution:

- Measure M General Obligation Bonds Annual Independent Performance Audit
- Measure M General Obligation Bonds Annual Independent Financial Statements Audit
- Measure M Quarterly Reports of Agreed-Upon Procedures
- Measure X General Obligation Bonds Annual Independent Performance Audit
- Measure X General Obligation Bonds Annual Independent Financial Statements Audit
- Measure X Quarterly Reports of Agreed-Upon Procedures