



Amended Agenda  
Noted on Page 2  
February 02, 2024

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

**AGENDA**  
**WEDNESDAY, FEBRUARY 07, 2024**  
**\*4:30 P.M. (CLOSED SESSION) \*5:30 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 prohibited 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](http://board.fresnounified.org)

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

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

**OPPORTUNITY** for Public Comment on Closed Session Agenda Items.

**RECESS** for Closed Session to discuss the following:

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

**\*5:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

## **PLEDGE OF ALLEGIANCE**

Jill Venkatesan and Leilah Moore of Bullard High School will lead the flag salute.

## **HEAR Reports from the Student Advisory Board**

The Board has provided an opportunity to hear comments/reports from Student Advisory 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 January 24, 2024. 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 January 24, 2024, 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 Aukema & Associates**

Included in the Board binders is an agreement with Aukema & Associates to update the health plan booklet. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-5, APPROVE Agreement with Valley Performing Arts Council for Second Grade Ballet Experience**

Included in the Board Binders is an agreement with Valley Performing Arts Council for a second-grade trip to Warnor's Theatre. All second-grade students will observe an act of "Cinderella" performed by the State Street Ballet of Santa Barbara along with local student dancers. After the performance there will be an interactive demonstration and the second-grade students will perform a short dance. The district is dedicated to the Kennedy Center's "Any Given Child" program, which emphasizes providing arts experiences to every student in the district annually. This will be the first time all Fresno Unified second graders will be able to attend, which helps fulfil the district's commitment as an Any Given Child district to provide arts experiences to all students. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$41,528 are available in the Elementary Music Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-6, APPROVE Wrap Around Agreement and Addendum to the Wide Area Network and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services**

Included in the Board binders is an agreement to approve a Wrap Around Agreement and an addendum to the Wide Area Network (WAN) and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services. The addendum encompasses the previously board-approved agreements for WAN services and point-to-point data circuit agreements. These agreements improved the resilience and capacity of the Internet and the WAN connections across the district while reducing long-term costs and improving internet speeds 20 to 100 times faster than in 2019. These agreements provide for reduced costs for each subsequent five-year renewal period. The Superintendent recommends approval. Fiscal impact: No additional fiscal impact and sufficient funds in the amount of \$294,494 are available annually in the Information Technology Budget. Contact person: Tami Lundberg, telephone 457-3560.

**A-7, APPROVE Addendum to the Agreement with Orchid Interpreting Inc.**

Included in the Board binders is an amendment to the agreement with Orchid Interpreting Inc. Interpretation services support newcomer students in their native language so they can better access school resources, connect with teachers, access content for learning, learn survival phrases, and build adult connections to school staff. An amendment to the original agreement amount is necessary to cover the additional expenses resulting from the increased number of newcomer students enrolled in Fresno Unified needing language interpretation supports to assist them in transitioning to their new school environment. The increase is from 607 for the 2022/23 school year to 650 for this year thus far, and we anticipate the need to continue these services to current and any additional newcomers that enroll. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$15,722 are available in the English Learner Services Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

**A-8, APPROVE Award of Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project**

Included in the Board binders is information on Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project. The project consists of adding air conditioning and heating to the North and South Gyms. This new equipment will provide air conditioning and heating into the gym for the comfort of athletes and fans. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) \$3,165,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,165,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.



**A-9, APPROVE Award of Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization**

Included in the Board binders is information on Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization. The Administration building work includes an expanded nurses' suite and additional support spaces. The library work includes new office spaces, book storage, finishes and heating, ventilation, and air conditioning (HVAC) replacement. The West Hall building work includes the addition of an elevator with new access ramps and guardrails. The Theater work includes new lighting, sound systems, a front entry and access upgrade. Staff recommends award to the lowest responsive, responsible bidder: SOLPAC Construction, Inc. dba Soltek Pacific Construction Company (San Diego, CA) \$17,837,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$17,837,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

**A-10, APPROVE Proposed Board Meeting Dates for 2024/25 and 2025/26**

Included in the Board binders for consideration and approval are proposed Board of Education meeting dates for the 2024/25 and 2025/26 school years. These dates will not preclude either additions or changes at any time throughout the year. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

**A-11, RATIFY Change Orders**

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

Bid 21-41, Duncan Polytechnical High School Career Technical Education (CTE) Medical Science Building

Change Order 8 presented for ratification: \$-55,753

Bid 22-21, Francine and Murray Farber Educational Campus

Change Order 7 presented for ratification: \$377,384

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing

Change Order 3 (Interim Housing) presented for ratification: \$14,015

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB)

Change Order 1 (MPB) presented for ratification: \$215,167

Change Order 1 (New Kindergarten Bldg., Admin & Library Mod) presented for ratification: \$12,257

Bid 23-34, Roosevelt High School Interim Housing  
Change Order 1 presented for ratification: \$60,752

Bid 23-66, Sections A, Heaton and Section B, Webster Elementary Schools  
Playground Equipment Replacement  
Change Order 1 (Section A, Heaton) presented for ratification: \$65,604  
Change Order 1 (Section B, Webster) presented for ratification: \$37,543

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$679,575 are available in the Measure M Fund for Bids 22-21, 23-23, 23-33, and 23-34 and \$103,147 is available in the Inclusive Early Education Expansion Program (IEEEP) Grant for Bid 23-66. \$55,753 will be credited to the Measure M Fund for Bid 21-41. Contact person: Paul Idsvoog, telephone 457-3134.

**A-12, RATIFY the Filing of Notices of Completion**

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

Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building

Bid 23-28, Bullard High School Pool Heater Replacement

Bid 23-31, Kisling Building Modernization

Bid 23-57, Wi-Fi Expansion to Green Spaces

Bid 23-71 Section B, Concrete Slabs for Outdoor Tables at Various Sites

Bid 23-71 Section F, Concrete Slabs for Outdoor Tables at Various Sites

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-13, RATIFY Purchase Orders from November 01, 2023, through November 30, 2023 – Primary Report**

Included in the Board binders is information on purchase orders issued from November 01, 2023, through November 30, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

**A-14, RATIFY Purchase Orders from November 01, 2023, through November 30, 2023 – Supplemental Report**

Included in the Board binders is information on purchase orders issued from November 01, 2023, through November 30, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone 457-3134.

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

**B. CONFERENCE/DISCUSSION AGENDA**

**\*6:00 P.M.**

**B-15, DISCUSS and ADOPT Proposed Academic Calendars for School Years 2024/25 and 2025/26**

Included in the Board binders are Academic Calendar options A and B for the 2024/2025 and 2025/2026 academic years. The recommended Academic Calendar is option A. The option A calendar was preferred by educational partner groups including community members, families, labor partners, and student advisory board. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

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

### **C-16, RECEIVE Proposed Revisions for Board Policies**

Included in the Board binders are proposed revisions for seven Board Policies (BP) and one Administrative Regulation (AR) as follows:

- BP 1160 Political Processes
- BP 2300 Conflict of Interest Code: Designated Personnel (DELETION)
- BP 5131.2 Anti-Bullying
- BP 5141.52 Suicide Prevention
- AR 5144.1 Suspension and Expulsion/Due Process
- BP 5145.3 Nondiscrimination/Harassment
- BP 5145.7 Sexual Harassment
- BP 6174 Education for English Learners

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

## **UNSCHEDULED ORAL COMMUNICATIONS**

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

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

**D. ADJOURNMENT**

**NEXT SCHEDULED REGULAR MEETING  
WEDNESDAY, FEBRUARY 21, 2024**

**BOARD WORKSHOP  
WEDNESDAY, FEBRUARY 28, 2024**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



## Fresno Unified School District

**Date: February 07, 2024****The Superintendent respectfully nominates for elections the following certificated and classified personnel.****ELECTIONS****Certificated Personnel**

1080445	Bull	Benjamin	Teacher, Lrng Hndcp, Sdc	Terronez Middle	1/8/2024
1082964	Campbell	Beth	Teacher, Senior High	Duncan Polytechnical	12/1/2023
1082268	Deleon	Samantha	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	1/8/2024
1085431	Gonzalez	Andrew	Teacher, Middle School	Kings Canyon Middle	1/16/2024
1027760	Soligian	Jamie	Therapist, Spch/Lang/Hrng/Dis	Special Ed	1/16/2024
1074693	Torres	Vincent	Teacher, Middle School	Terronez Middle	1/13/2024

**Classified Personnel**

1084382	Aleman	Ariana	Paraprof, Extensive Support Needs	Jefferson Elementary	1/8/2024
1076992	Arreguin	Alejandrina	Paraprof, Instructional Asst	Wawona Middle	1/22/2024
1084836	Arzola	Elena	Paraprof, Extensive Support Needs	Ewing Elementary	1/16/2024
1085423	Avila	Luisa	Lead, After Schl/Ext Day	Heaton Elementary	1/8/2024
1078267	Brown	Zera	Assistant, Noontime	Terronez Middle	12/4/2023
1079494	Cabrera	Ruth	Manager, School Office Elementary	Columbia Elementary	1/16/2024
1078389	Cooper	Desiree	Lead, After Schl/Ext Day	Eaton Elementary	1/16/2024
1085380	Delgadillo	Cecilia	Paraprof, Extensive Support Needs	Lawless Elementary	1/8/2024
1085436	Gonzales	Arlene	Specialist, Tier II Intervention	Prevention And Intervention	1/16/2024
1085426	High	Arianna	Paraprof, Early Chldhd Mil/Mod	Herrera Elementary	1/8/2024
1084706	Jaquez	Annalisa	Lead, After Schl/Ext Day	Bakman Elementary	1/8/2024
1085427	Jenkins	Robin	Supervisor, Transportation Ops	Transportation	1/2/2024
1085438	Leyva Cardenas	Erandy	Paraprof, Mild/Moderate	Holland Elementary	1/16/2024
1052152	Macias	Yvette	Paraprof, Extensive Support Needs	Figarden Elementary	1/24/2024
1085437	Maxwell	Christina	Paraprof, After Schl/Ext Day	Holland Elementary	1/22/2024
1085430	Salazar	Fatima	Paraprof, Child Development	Slater Elementary	1/22/2024
1076271	Sepulveda	Jocelyn	Technician, Purchasing	Food Services	1/16/2024
1083415	Sierra	Raymond	Custodian	Roosevelt High	12/18/2023
1085439	Sourikan	Kham	Assistant, Office II	Plant Operations	1/22/2024
1048193	Summers	Andrea	Nutrition Services Assistant	Food Services	1/8/2024
1082848	Vang	Gaolee	Technician, Libr Media-Middle	Yosemite Middle School	1/8/2024
1034121	Vasquez	Alma	Paraprof, Bilingual Spanish	Hidalgo Elementary	1/22/2024

**Management Classified**

1083289	Fletcher	Winnie	Coordinator I, Extended Learning	African American Academic Acce	12/18/2023
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**DISMISSALS****Classified Personnel**

1063718	Martinez	Ruben	Nutrition Services Assistant	Packaging Center	12/15/2023
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**RESIGNATIONS OR RETIREMENTS****Certificated Personnel**

1081813	Barnett	Sarah	Teacher, Senior High	Bullard High	6/6/2024
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1004609	Cain	Melissa	Teacher, Elementary	Figarden Elementary	6/6/2024
1002573	Crowder	Richard	Specialist, Resource, Sp Ed	Ahwahnee Middle	6/6/2024
1084519	Da Luz	Paul	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	6/12/2024
1046353	Doi	Eugene	Teacher, Music, Elementary	Music/Visual and Perform Arts	1/8/2024
1032526	Dorough	Jeff	Teacher, Elementary	Storey Elementary	1/31/2024
1069791	Espinoza	Cassandra	Teacher, Elementary	Ayer Elementary	6/6/2024
1079357	Gabriel	Linda	Teacher, Senior High	McLane High	1/10/2024
1083252	Gross	Nicole	Teacher, Senior High	Edison High	1/16/2024
1081693	Jennings	Jamal	Teacher, Senior High	Bullard High	6/6/2024
1042565	Jimenez	Jennifer	Teacher, Elementary	Mccardle Elementary	2/28/2024
1052715	Lemay	Austin	Teacher, Middle School	Tenaya Middle School	2/2/2024
1081196	Liboon	Ronel	Teacher, Middle School	Gaston Middle	6/6/2024
1077610	Lugo	Jennifer	Teacher, Elementary	Rowell Elementary	6/6/2024
1079408	Mendenall	Richard	Teacher, Elementary	Aynesworth Elementary	12/18/2023
1075075	Mukai	Sarah	Teacher, Elementary	Yokomi Elementary	6/6/2024
1083252	Gross	Nicole	Teacher, Senior High	Edison High	1/16/2024
<del>1084003</del>	<del>Ortega-Morales Francisco</del>		<del>Teacher, Pre-School</del>	<del>Lincoln Elementary</del>	<del>1/9/2024</del>
1061893	Quispe	Brenda	Teacher, Elementary	Herrera Elementary	6/6/2024
1028295	Reina	Amy	Teacher, Elementary	Birney Elementary	6/11/2024
1002298	Rushing-Junior	Ramona	Teacher, Elementary	Norseman Elementary	1/31/2024
1075720	Spencer	Steven	Teacher, Senior High	Roosevelt High School	1/7/2024
1009844	Stover	Denise	Teacher, Elementary	Robinson Elementary	1/26/2024
1079433	Veatchbibler	Margaret	Teacher, Middle, eLearn Academy	eLearn Academy	6/30/2024
1011562	Walker	Debra	Teacher, Elementary	Forkner Elementary	6/7/2024
1065826	Wiles	LaDarla	Teacher, Elementary	Homan Elementary	6/7/2024
1062551	Wilson	Melissa	Teacher, Elementary	Aynesworth Elementary	12/18/2022

#### Classified Personnel

1081705	Alvarez	Cindy	Lead, After Schl/Ext Day	Balderas Elementary	1/22/2024
1050594	Bridges	Brice	Paraprof, Instructional Asst	Gibson Elementary	1/19/2024
1069796	Corey Gregory	Julia	Paraprof, Extensive Support Needs	Rata	1/31/2024
1071868	Daniel	Rosemary	Paraprof, Mild/Moderate	Birney Elementary	1/26/2024
1080381	Delacruz	Allison	Nutrition Services Assistant	Nutrition Services	1/15/2024
1080284	Ellis	Tsemani	Paraprof, After Schl/Ext Day	Bullard Talent 7-8	1/23/2024
1085080	Garcia	Iscess	Assistant, Noontime	Powers Elementary	1/9/2024
1075871	Jackson	Jestin	Assistant, Campus Safety	Mayfair Elementary	11/17/2023
1079843	Ladd	Mikael	Assistant, Campus Safety	Fresno High School	1/8/2024
1081504	Moua	Jenny	Paraprof, After Schl/Ext Day	Figarden Elementary	1/16/2024



1084002	Ramirez	Esteffanni	Paraprof, Bilingual Spanish	Sunnyside High	1/8/2024
1026553	Salazar	Juvenio	Custodian, Lead	Sunnyside High	2/21/2024
1080746	Tinajero Lopez	Maria	Paraprof, Bilingual Spanish	Herrera Elementary	1/26/2024
1066362	Vargas	Joseph	Specialist, Tier II Intervention	Prevention And Intervention	1/11/2024
1069015	Wyatt	Rebecca	Paraprof, Instructional Asst	Calwa Elementary	12/15/2023

## LEAVE REQUEST

### Classified Personnel

1064674	Bidegain	James	Custodian	Bullard High	1/25/2024
1064627	Lomboy	Chaney	Paraprof, Instructional Asst	Tatarian Elementary	2/7/2024

## R39-MONTH REEMPLOYMENT RIGHTS

### Certificated Personnel

1069142	McCoy	Stephanie	Teacher, Lrng Hndcp, Sdc	Fresno High School	1/23/2024
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### Classified Personnel

1079006	Angulo	Emily	Assistant, School Office	Rowell Elementary	1/5/2024
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## PROBATIONARY RELEASE

### Certificated Personnel

1084003	Ortega Morales	Francisco	Teacher, Pre-School	Lincoln Elementary	1/9/2024
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## PROMOTIONS

### Classified Personnel

1074402	Arteaga	Myra	Paraprof, Extensive Support Needs	Figarden Elementary	1/11/2024
1063209	Espinoza	Sonia	Registrar	Duncan Polytechnical	1/2/2024
1075145	Gutierrez Rodriguez	Martha	Paraprof, Instructional Asst	Wawona Middle	1/8/2024
1071721	Morgan	Jennifer	Paraprof, Extensive Support Needs	Tatarian Elementary	1/16/2024
1082324	Murillo	Laura	Specialist, Chd Wel & Attnd II	Prevention And Intervention	1/23/2024
1041995	Rogers	Katherine	Paraprof, Child Development	McCardle Elementary	1/8/2024
1077778	Soto	Maria	Assistant, School Office	Thomas Elementary	1/22/2024
1070705	Valencia	Yolanda	Mentoring Program Facilitator I	Prevention And Intervention	1/16/2024

### Management Classified

1069449	Cotton	Cornell	Administrative Analyst, REA	Research Evaluation & Assessmt	1/23/2024
1044198	Lee	Savan	Manager, Project (General)	Summer School	1/24/2024
1081711	Nguyen	Ngoc Bich	Manager, Project (General)	Preschool Office	1/16/2024
1028803	Rico	Yolanda	Coordinator I, Extended Learning	African American Academic Acce	12/15/2023

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 January 24, 2024, Board of Education regular meeting.

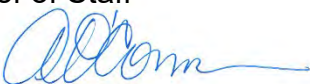
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her





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

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

**Fresno, California**  
**January 24, 2024**

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 January 24, 2024, there were present Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

Superintendent Robert G. Nelson, Ed.D. was away, attending the Associations of California School Administrators conference. Deputy Superintendent Misty Her was present.

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

For the record, Trustee Thomas arrived at 4:35 p.m.

For the record, Trustee Cazares arrived at 4:42 p.m.

For the record, it came to the attention of the Board of Education that an item needed to be added to the closed session agenda of the January 24, 2024, Board meeting. Specifically, the item is as follows: "Public Employment/Appointment (Government Code section 54957), Title: Interim Superintendent".

The Brown Act, at Government Code section 54954.2, allows the addition of an item to the agenda by a 2/3's vote, if the Board finds that there is a need to act as soon as possible and that the need for action came to the attention of the district subsequent to the agenda being posted. In the case of this proposed agenda item, the circumstances creating the need for the Board action came to attention of the district after the regular meeting agenda was posted and immediate action by the Board is necessary for the planning and transition toward a successor superintendent.

For the record, Board Member Jonasson Rosas made the motion which was seconded by Board Clerk Davis.

The motion was stated in the form of the questions as follows: Shall the Board add one item to its closed session agenda titled: "Public Employment/Appointment (Government Code section 54957), Title Interim Superintendent," and, as part of and in support of this

motion, does the Board find that the need for action is immediate and that the need for action came to the attention of the District after the posting of the agenda?

On a motion by Board Member, Jonasson Rosas seconded by Board Clerk Davis, the Board approved to add "Public Employment/Appointment (Government Code section 54957), Title: Interim Superintendent" to the January 24, 2024, closed session agenda, by a vote of 6-0-1-0 as follows: AYES: Board Members: Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. ABSENT: Board Member Cazares.

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

For the record, the Board received zero (0) request to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:36 p.m.

For the record, Board President Wittrup extended Closed Session to 6:15 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 6:19 p.m.

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

- On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Davis, the Board acted in Closed Session to approve dismissal of a certificated employee, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

### **PLEDGE OF ALLEGIANCE**

Student Member Maritza Lua led the Flag Salute.

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

The Board heard comments and reports from Student Board Representatives from Design Science Middle College High School.

### **HEAR Report from Deputy Superintendent**

- Good evening to all joining us here in the Board Room and those watching online. I am pleased to be on the dais tonight representing Superintendent Nelson as he attends the Association of California School Administrators Superintendent Symposium as is required by his employment agreement with our Board of Education. As I am sure you are all aware, this week started with some big and bittersweet news. Superintendent Nelson has accepted a tenure-track position

within the Educational Leadership Division at the Kremen School of Education at Fresno State. Superintendent Nelson will continue as our Superintendent through July 31st and join Fresno State as they start their next school year.

- First, let me say that we are incredibly grateful for the leadership of Superintendent Nelson over the past seven years, as well as the upcoming transitional six months, a gift of stability he has afforded our district that is incredibly rare in this tumultuous time for large urban district superintendents. I have had the privilege of coming up through the system on a similar trajectory as Bob, teaching at the same school and becoming a principal at the same board meeting actually! Spending the last three years as his Deputy Superintendent, I have learned so much, especially operationally with our finance, facilities, maintenance, transportation, nutrition services, and so much more.
- I have full faith in our Board, a Board who values stability and strength in our leadership, to conduct an effective transition as they decide on who will be the next Superintendent of Fresno Unified. Having had the luxury of just two superintendents serving our district over the last almost 20 years, we experience stability in a way that most other urban school districts do not. That is a direct testament to the crucial leadership of our Board of Education, and we thank you all for your steadfast leadership as you take on the challenge of filling Bob's shoes with someone who will use his foundations as a launch pad for skyrocketing student academic success.
- All that being said, I want to make a few shoutouts and invitations before I wrap up.
  - First, please join us tomorrow for our Sunnyside Regional Family Engagement Night! From 5pm to 7pm the Sunnyside community is invited to join us at Sunnyside High School in the main gym for food, fun, and free resources at our Literacy and Resource fair. We'll be celebrating academic gains and students will walk away with free books to take home. Don't miss it!
  - Congrats to King's Magical Teacher, Carlanda Williams, Carlanda Williams, who has been selected for the 2024 LEGO® Education Ambassador program. Educators apply and are selected for the program because they exemplify the values and mission of LEGO Education, are leaders and advocates of hands-on STEAM learning, and have demonstrated the impact of the LEGO® Learning System in their classrooms. Carlanda was among 78 educators selected from across the nation!
  - Please join us this Saturday, January 27th at the Fresno Convention Center for our Black Voices in Literacy event! Come learn about strategies that support student academic success. Motivational speakers, community resources, food, childcare, and transportation will be available, and our kids will walk away with free books to take home as they build their home libraries. There are some awesome tech prizes available as well as raffles for attendees to get Disney on Ice tickets, annual passes to the Fresno Chaffee Zoo, free lunch, and much more!
  - As we kick off Black History Month next week, we invite you to join our 10th Annual Black History Month program put on by our Fresno Unified Black

Student Unions! The annual event will be held at Roosevelt's Audra McDonald Theater at 6pm. Tickets are just \$2, and all proceeds go to supporting our BSUs.

- Are you or someone you know interested in teaching? We are hosting an Aspiring Teacher Expo on Thursday, February 1st from 4pm to 6pm in McLane High School's cafeteria. The expo will include information on our teacher pipeline programs and an opportunity to meet virtually with university representatives to learn about programs for future teachers. New this year, our teacher residency program is offering a \$34,000 financial stipend to support your journey to becoming an amazing teacher! You need to apply and register to attend so head to our website at [www.fresnounified.org](http://www.fresnounified.org) to learn more.
- Last but certainly not least, I want to thank and congratulate all our Golden Heart Customer Service Award Winners! Let's check out this quick video celebrating many of the school site front offices for their amazing customer service. Thank you to all our front office teams! We're so grateful for all of you working to provide excellent customer service to our families, our students, and our staff.

## BOARD/DEPUTY SUPERINTENDENT COMMUNICATIONS

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

**Clerk Davis** shared a few words regarding Student Board Member Maritza Lua. Shared an invitation to the Sunnyside Regional Family Engagement Night! From 5pm to 7pm on Thursday, January 25, 2024.

**Member Cazares** provided a shout out to the Hoover High School Basketball teams. Shared Coach Archie and the team have had an excellent season, Coach Chavira and team as well. Asked everyone to put spring sports events on their calendars.

**Member Jonasson Rosas** requested a board communication regarding processing time, start to finish, of intra-district transfer requests. Requested clarity as to why there are several approve addendums to agreements on the Board agenda, asked what has happened systemically to cause the issues and is this something the Board will see in the future.

**Member Islas** requested staff conduct a more comprehensive review of facilities before opening of schools. Commented that Yosemite still does not have air-conditioning in the gym 6-years after her initial review.

Encouraged staff to change how they determine additional staff (vice principals) for school sites. Strategic evaluation is needed to support the needs of the schools. Board Member Islas will provide staff with a more detailed request but thinks these are systemic issues of which the district can be more strategic moving forward.

**President Wittrup** commented the position of superintendent of Fresno Unified School District is the most important job in the Central Valley; it makes a difference for the community, for moving children and the community out of poverty. Commented the Board is looking toward what comes next to make sure the best person for the job is selected.

Board President Wittrup commented on looking forward to seeing the reading initiative soar!

### **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 Cazares, seconded by Board Member Levine, the Board approved the Consent Agenda except for agenda items A-7, A-14, A-18, and A-19 which were pulled for further discussion; by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

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

### **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 January 10, 2024.

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

**APPROVED as recommended**, the draft minutes for the January 10, 2024, Board of Education regular meeting.

**A-4, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District**

**ADOPTED as recommended**, Resolutions 24-27 through 24-34 to update authorized officials to sign various business transactions on behalf of Fresno Unified School District.

**A-5, APPROVE Budget Revision No. 3 for Fiscal Year 2023/24**

**APPROVED as recommended**, Budget Revision No. 3 for fiscal year 2023/24.

**A-6, APPROVE 2023/24 Salary Schedule Revisions Reflecting 8.5% Increase -- Classified Food Services Hourly (Minimum wage only), Classified Hourly, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule; Minimum Wage Increase, and Grade Change for Licensed Vocational Nurses**

**APPROVED as recommended.**

**A-7, APPROVE Agreement with California Teaching Fellows Foundation**

**APPROVED as recommended**, an agreement with the California Teaching Fellows Foundation. California Teaching Fellows will provide tutors for the Step-Up program at Edison, Bullard, and Sunnyside.

For the record, Board Members had comments/questions pertaining to agenda item A-7. A summary is as follows:

**Clerk Davis** shared excitement to have the California Teaching Fellows work with the Step-Up program. Clerk Davis requested clarity as to how many students will be involved.

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

**A-8, APPROVE Agreement with Campus Kaizen LLC**

**APPROVED as recommended**, an agreement with Campus Kaizen LLC who will provide case management software, services and support for its product, Guardian Case Management.



**A-9, APPROVE Agreement with Lark Technologies, Inc.**

**APPROVED as recommended**, an agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program.

**A-10, APPROVE Agreement with School Yard Rap**

**APPROVED as recommended**, an agreement with School Yard Rap. School Yard Rap will provide a 45-minute assembly on Black History, social-emotional health, and mental health at 68 After School Program sites beginning January 2024 through March 2024 and provide students and families with a culminating show on cultural positivity, cultural awareness, social-emotional health, and mental health.

**A-11, APPROVE Agreement with Stephen Linkous**

**APPROVED as recommended**, an agreement with Stephen Linkous to conduct mentoring/coaching session with Latino principals.

**A-12, APPROVE Agreement with The Stepping Stones Group LLC**

**APPROVED as recommended**, an agreement with The Stepping Stones Group, LLC to provide services under the American Disabilities Act (ADA). Services will be provided to a visually impaired teacher needing accommodation.

**A-13, APPROVE Addendum to Agreement with Alboum Translation Services**

**APPROVED as recommended**, an addendum to the agreement with Alboum Translation Services. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$100,000 to support interpreting services districtwide. This increase includes multilingual support for interpreting and translation services for the remainder of the 2023/24 school year.

**A-14, APPROVE Addendum to Agreement with Bertz-Rosa**

**APPROVED as recommended**, three agreements with Bertz-Rosa and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the "Communication is Key" project. The Board approved the original agreement on September 13, 2023, which will now be divided into three separate agreements. The total dollar amount will stay the same. The three agreements for pre-production, production, and post-production total \$275,000.

For the record, Board Members had comments/questions pertaining to agenda item A-14. A summary is as follows:

**Member Cazares** requested staff to share a brief explanation of the services provided by this agreement, and the reason for continuation of and the increase to the agreement.

Member Cazares suggested asking students to help in this work.

**Member Jonasson Rosas** requested to know the difference between the work of Bertz-Rosa and the work of Imago.

On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, the Board approved agenda item A-14 by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

For the record, Jeremy Ward was available to provide clarity.

**A-15, APPROVE Addendum to Agreement with Propio LS, LLC**

**APPROVED as recommended**, an addendum to the agreement with Propio LS, LLC. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$25,000 to support Family Connect on demand interpreting services districtwide. This increase includes multilingual support for interpreting services for the remainder of the 2023/24 school year.

**A-16, APPROVE Addendum to Agreement with Smartling, Inc.**

**APPROVED as recommended**, an addendum to the agreement with Smartling, Inc. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$487,000 to support a one-time bulk translation of outstanding 2022/23 Individual Education Programs.

**A-17, APPROVE Proposed Revisions for Exhibit**

**APPROVED as recommended**, proposed revisions for Exhibit 9270 Conflict of Interest.

**A-18, RATIFY Agreement with Alpine Academy**

**RATIFIED as recommended**, an agreement with Alpine Academy. Alpine Academy provides a residential placement for one student with unique and complex needs as per their Individualized Education Program. It offers academics, psych services, and room and board for this service 365 days a year. The nature of the student's mental health needs required Fresno Unified School District to look for a placement out of state. Due to challenges related to oversight of the agreement, services have already been initiated, necessitating ratification.

For the record, Board Members had comments/questions pertaining to agenda item A-18. A summary is as follows:

**Member Thomas** asked staff to provide information as to why the item is coming to the Board with a request for ratification. Commented that an item to the same vendor was brought forward at the last board meeting.

**President Wittrup** asked staff to provide information as to why the district began paying on this item in July but it did not come to the Board until January.

For the record, Tangee Pinheiro, Ed.D., was available to provide clarity.

On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board approved agenda item A-18 by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

#### **A-19, RATIFY Addendum to the Agreement with Impact Athletics**

**RATIFIED as recommended**, an addendum to the agreement with Impact Athletics. The Board approved the original agreement on November 01, 2023, for \$18,995. The need to amend the agreement with Impact Athletics is to specify the two different camps made available to students during the Winter Program, Visual Arts Camp and Photography Camp, and to amend the cost per student rate to reflect the correct cost per student as outlined in the final proposal. Impact Athletics agreed to service 80 students in total at the rate of \$355 per student. The agreement will need to be increased by \$9,400 which brings the new contract total to \$28,400.

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

**President Wittrup** asked staff to provide information as to why the item is coming to the Board with a request for ratification.

For the record, Jeremy Ward was available to provide clarity.

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

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

#### **B-20, PRESENT and DISCUSS Overview of Governor's 2024/25 Proposed State Budget**

For the record, the Board received zero (0) requests to address the Board on agenda item B-20.

For the record, Board members had comments/questions pertaining to agenda item B-20. A summary is as follows:

**Member Islas** requested a deeper dive into attendance. Consider district-wide strategies to help promote attendance. What interventions are deployed. Would like to see a qualitative evaluation of what is keeping students from school. Member Islas shared it would be valuable to see where there are monies to re-allocate and homing in on where dollars are to move.

Member Islas commented that several school sites use site funds to cover items she feels should be provided by the district.

**Member Jonasson Rosas** asked if there were discussions on extending budgetary deadlines? Asked if the Career Technical Education plan mentioned was a state or district plan. Commented on declining enrollment and how people see enrollment differently than prior years, there may be logistical issues but there is also a change in attitude towards school attendance where families are taking vacations during the school year. Suggested a public-education campaign on the importance of attendance. Asked to see declining enrollment by area, may need to consider boundary changes. Suggested staff to ask employees for cost-saving suggestions regarding job efficiency. Requested staff to explore idea of using the district vans for transporting students to school.

**Member Levine** commented on the possible opportunity to consider a dip into the reserves if projections are just for a 1-year downturn. Expressed the importance of the topic of attendance and deferred to Board leadership a request for a Board Workshop on Average Daily Attendance (ADA). Asked on what the ADA projections are based.

**Member Cazares** disliked seeing a potential reduction in state matched funding for Career Technical Education (CTE) facilities as those funds were considered for use in improvement and rehabilitation. Commented that if there is a reduction, it may be an opportunity for non-CTE related facilities to be moved up on the facility priority list. Member Cazares commented that several facility projects in the Hoover region have taken second place to CTE facility projects.

**President Wittrup** expressed appreciation for the presentation and echoed comments made by fellow Board colleagues. Board President Wittrup asked if school psychologists were removed from baseline staffing, and requested staff to add psychologist to slides. Echoed Levine's request for an ADA workshop.

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

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

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

For the record, the Board received **three (3)** requests to address the Board during

Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. Venancio Gaona: Congratulated Superintendent Nelson on his career transition. Shared suggestions of the Latino Educational Issues Roundtable Organization with the Board on what to consider during the superintendent search and qualities to look for in a superintendent.
2. RoseMarie Dixon: Provided the Board with a brief introduction to sound therapy. Would like the Board to consider implementing it in schools.
3. Monica Harrison Snowden: Commented on being tired of her families' intellectual properties being given to the community without any type of compensation and commented she is disappointed her children have to pay for school while other students go free of charge.

#### **D. ADJOURNMENT**

Board President Wittrup ADJOURNED the meeting at 7:59 p.m.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Aukema & Associates**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Aukema & Associates to provide an update to the health plan booklet; their services will include content development and design services. The U.S. Department of Labor requires the health plan to provide all participants with a free-of-charge plan booklet that details what the plan provides and how it operates.

Aukema & Associates Agency services will consist of two separate phases which will focus on content creation and then design. The agency will edit, cut, and/or paste, draft new content needed based on plan changes, and organize it into an accurate, comprehensive, up-to-date, and easy-to-understand health plan booklet.

During the design phase, a professional designer will design and finalize the plan booklet, creating a print-ready version and PDF document with hyperlinks for posting on the web or digital file sharing.

The total cost will not exceed \$25,000 and will be completed by April 2024. These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$25,000 are available in the Health Internal Service Fund.

**PREPARED BY:** Steven Shubin

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

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

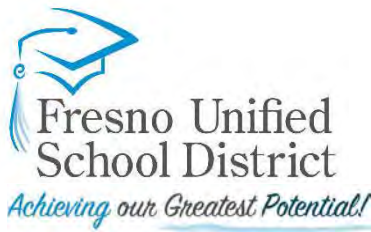
**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<b>Vendor Number</b>	
Aukema & Associates	601 Union Street Suite 2415, Seattle WA 98101
<b>Vendor Name</b>	<b>Address</b>
206-679-2963	Megan Aukema
<b>Phone Number</b>	<b>Vendor Contact</b>
<b>From:</b> 2/8/2024	<b>Through:</b> 4/30/2024
<b>Term (Duration)</b>	
<b>FUSD Contract Administrator:</b>	
Steven Shubin	Benefits Department 559-457-3539
<i>Name</i>	<i>Site/ Dept Telephone number</i>
<b>Budget (Fund-Unit-Dept.-Activity-Function-Object)</b>	670-0841-0880-0000-6000-5899

**Annual Cost** \$ 25,000.00 (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:

Agency will perform the services typically rendered by a Creative and Communications Agency that could include the following creative services as assigned: Copywriting and content creation, Graphic design, Project management and Other communications consulting services (strategy, planning, implementation) as assigned.

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:** 02/07/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Signed

01/10/2024

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Jan 16, 2024

Date

Please return signed agreement back to (name/email) : Christina Everitt

christina.everitt@fresnounified.org

## MASTER CONSULTING & SERVICE AGREEMENT

Letter of Agreement Between Aukema and Associates, Inc. and  
Fresno Unified School District

Aukema and Associates, a division of Rael & Letson, is a full-service strategic communications consulting firm that works on a partnership basis with each of its clients. This means we will do everything in our power and within the scope of our relationship to ensure your long-term success.

In the spirit of the partnership, we believe it is important to accurately define the responsibilities and expectations of each party at the onset. By defining the terms and conditions of our relationship up front, we can focus our energies on producing the highest quality of work.

All of us at Aukema and Associates look forward to working with Fresno Unified School District (hereafter referred to as "Client").

### AGREEMENT CONDITIONS:

Aukema and Associates hereby agrees to serve as your Creative and Communications Agency (hereafter referred to as "Agency") in accordance with, and subject to the following terms and conditions:

- I. Agency will perform the services typically rendered by a Creative and Communications Agency that could include the following creative services as assigned:
  - Copywriting and content creation
  - Graphic design
  - Project management
  - Other communications consulting services (strategy, planning, implementation) as assigned
- II. Agency is authorized to act as the Client's agent in purchasing the materials and services required to produce communications materials for Client with prior written approval by the Client and within the approved budgeted parameters of the project quote. All such materials and services will become the Client's property upon full payment of all fees and related costs.
- III. Agency agrees to devote our best efforts to the Client's interests and to endeavor in every way to make the Client's communications efforts successful. The Client agrees to aid Agency in doing so by making available to us needed information pertaining to the Client's business, and to cooperate with Agency in expediting our work.
- IV. Agency shall not disclose the Client's trade secrets, pending patents, or other confidential information used by the Client in the operations of its business, nor use them in any way, directly or indirectly, except as required in the performance of this contract.



- V. Agency agrees to secure the Client's approval in writing via a project quote before work on a project can begin.
- VI. Agency will keep in our care for a reasonable length of time, materials entrusted to Agency as the Client's property and will use reasonable precaution to secure their return from third parties.
- VII. Agency will endeavor, to the best of our knowledge and ability, to guard against any loss to the Client through failure of suppliers to properly execute their commitments, but Agency shall not be held responsible for any failure on their parts.
- VIII. Agency shall obtain releases, licenses, permits, or other authorization to use photography, copyrighted materials, artwork, or any other rights belonging to third parties obtained by us for use in performing services for the Client.
  - The Client shall obtain the same for any such items obtained by Client that is/will be used by Agency in performing such services and shall be responsible for any claims with respect to such use.
  - The Client shall be responsible for the accuracy, completeness, and propriety of information concerning Client's products and services that Client furnishes to Agency with performance of this agreement.
- IX. It is mutually agreed that each party will indemnify the other against any loss that may be incurred as the result of any claim, suit, or proceeding made or brought based upon materials related to the project, except to the extent caused by negligence or misconduct of the indemnified party.
  - Neither Client nor Agency will be liable for any consequential or special damages arising out of or relating to this agreement, howsoever caused and regardless of whether the same results from the negligence of the Agency or the Client.
  - The party's duty to indemnify the other under this provision attaches to all materials made pursuant to this agreement and will not terminate with the termination of this agreement.
  - To the extent that images, artwork, text, and photographs are protected copyright of third parties, both parties agree not to use them in any manner, including but not limited to projections, layouts, sketches, scans, photostats, Websites, CD-Roms and other creative collateral until applicable licensing fees and written consent from the source of the images has been granted. Any unauthorized use of these copyrighted images is a violation of federal copyright law.
- X. For the services performed by the Agency on the Client's authorization, Client agrees to pay Agency such amount as outlined in the Agency's Statement of Work for Plan Booklet Development and incorporated hereto as Exhibit A.

- XI. There are two fundamental principles on which the client-agency-supplier financial relationship is based:
- That the Agency shall finance its own services, but not the materials and/or activities of its clients.
  - That the Agency is held by suppliers as solely liable for payment.

Therefore, it is essential that payments for services as agreed are paid promptly by Client to facilitate payment for services to the Agency's vendors when due.

- XII. Client agrees to pay Agency invoices in accordance with the terms outlined in our project quotes. If payment terms are not specifically stated in the project quotes then the following terms will apply
- Terms for project work—approximately one half of the estimate to be billed upon acceptance; the balance upon completion of the project. If any phase of the project is delayed for longer than sixty days, we will bill for work completed. All invoices are net, payable within 30 days of receipt. Interest of 1.5 percent per month may be charged on past-due accounts.
  - Terms for monthly professional fees—monthly retainers will be invoiced by Aukema & Associates and are due at the end of each contractual month.
  - Terms for hourly work—hourly work will be invoiced by Aukema & Associates and are due Net 30 days from receipt of invoice.
  - Terms for monthly hosting fees—hosting fees are invoiced annually at the beginning of the plan year. If you cancel before the year is up, you will receive a refund for the unused portion.
- XIII. This agreement shall become effective upon signing and shall continue in force until modified or terminated by 30 days notice in writing given by either party to the other and sent directly to the principal place of business of the party to whom such notice is addressed. In the event that this agreement is terminated, Client agrees to pay for all services rendered through the date of termination, in accordance with Section XII of this Agreement.
- XIV. Upon the termination of this contract, Agency shall transfer, assign, and make available to Client or Client's representative, all property and materials in our possession belonging to and previously paid for by Client, and all contracts, arrangements and agreements made by Agency on the Clients behalf, for a reasonable period of time.
- XV. In the event that Client fails to pay any sum due under this agreement, interest shall begin to accrue upon the date the payment was due at the rate of 1.5% per month. Agency, at its sole discretion, may also cease to perform any further work on behalf of Client. In the event Agency initiates legal action to collect on any unpaid sums, it shall be entitled to recover its attorneys' fees and costs in pursuing action. This agreement will be governed by law of the State of California.

XVI. Any products created for Client, including graphics and content, will be solely owned and controlled by Client after final sign off.

However, at the termination of this agreement, unused advertising plans and ideas prepared by Agency, or any advertisements not already published or otherwise produced shall remain Agency's property regardless of whether or not the physical embodiment of the creative work is in the Client's possession in any form.

*Negan Aukema*

Principal

11/22/23

Agency Representative

Title

Date

Client Representative

Title

Date

**Fresno Unified School District  
Healthcare Plan Booklet Development**

This Statement of Work ("SOW") between Fresno Unified School District (Client) and Aukema & Associates, a division of Rael & Letson (Agency), is entered into by the parties and effective as of the last date of signature indicated below. The parties agree as follows:

**1. Detailed description of Work:** The following describes the project expectations and specifications, Agency activities, and reporting requirements for services and/or tangible items, software, processes, intellectual property and/or other materials that Agency shall perform and/or deliver to Client under this Agreement as a work for hire (collectively, the "Work"):

Agency will develop a Plan Booklet for Client:

- **Phase 1: Content Creation** – Agency will edit, cut and paste, draft new content as needed, and proofread information, organizing all plan information into an accurate, comprehensive, up-to-date and easy to understand Summary Plan Document.
- **Phase 2: Design** – Agency's professional designer will design and layout the Plan Booklet, creating a final print-ready Plan Booklet and/or PDF document with hyperlinks throughout for posting on the web or other digital file sharing.

Agency will follow this process for completing the work:

1. **Kick Off**—Agency will hold a project kick-off & orientation video call with key contacts to identify project leads on both sides, confirm project goals and scope, review timelines, and determine the project review and approval process – including any presentations to the board. The group could include the plan's third-party administrator, consultants, and legal counsel so Agency can hear from these key individuals about project expectations and preferences, and how they would like to be involved in the review and approval process.
2. **Gather Information**—Agency will then meet with the project lead to gather all background material including files for the existing Plan Booklet and all Amendments, other up-to-date plan documents, and any relevant participant communications about plan benefits. This will be the source material for developing the content of the Plan Booklet. If there is information that is important to include in the Plan Booklet that is not reflected in any written documents, Agency can interview content owners to gather that information during this phase of the project.
3. **Draft**—Agency will then take all content and organize it into a logical structure, first developing a Table of Contents for review and approval, then editing or drafting new content for each section until a final draft is ready to be sent for review.
4. **Review**—Agency will work with the project lead, using the review process identified during the kick-off meeting to make sure all necessary parties have time to provide their feedback. It is recommended that a small number of people are involved in the first review cycle, then the document moves to the larger group for final review.
5. **Design**—Once content is finalized, Agency will create a design for the Plan Booklet, using Client's brand guidelines (logo files, fonts, colors, photo preferences, etc.) and any other sample materials as a basis for the design. Agency will first design a front and back cover and several internal pages to demonstrate the design. Agency will present the design direction for review and approval, and after up to two rounds of revisions, move to the next step.
6. **Format**—Based on the approved design direction, Agency will format the entire Plan Booklet document, inserting hyperlinks and styling headlines, body copy and any charts or tables. The final formatted document will be shared for final approval, and any revisions will be made before finalizing.

7. **Deliver**—Agency will then send print-ready files to the printer and work with the printer to finalize, and/or provide the PDF version of the Plan Booklet to Client for uploading it to Client's website or sharing it electronically.

**2. Estimated Fees:** The below is an estimate for the scope of work defined in this proposal; anything not itemized is excluded. Variations from this scope of work (e.g., additional rounds of design or changes to final mechanical art) will result in changes to the budget.

Plan Booklet <b>Content Development</b>	\$15,000 - \$20,000 depending on number of reviews and interviews
Plan Booklet <b>Design</b>	\$5,000 flat fee

Out-of-pocket expenses such as stock photography will be billed at a 15 percent markup.

Aukema & Associates is also available to provide additional communications services on an hourly basis at the following rates:

2024 Consulting Rates	
<b>Megan Aukema</b> , Vice President & Communications Division Leader	\$350/hour
<b>Cynthia Peterson</b> , Communications Consultant	\$250/hour
<b>Charity Gourley</b> , Communications Consultant	
<b>Talia Aukema-Gray</b> , Associate Communications Consultant	\$175/hour
<b>Megan Mowrer</b> , Graphic Designer	\$175/hour

**3. Equipment, Technology, Supplies:** Aukema & Associates will provide equipment, technology and supplies (such as computers and software that are compatible with Client products and systems) as needed to complete Work. Client will provide Aukema & Associates (on a loan basis) the following Materials (as defined in the Agreement):

N/A

**4. Term; Delivery Schedule:** The term of the SOW begins on the last date of signature indicated below. Unless the SOW is terminated earlier in accordance with the Agreement, all Work shall be completed and delivered to Client before TBD. If applicable, Aukema & Associates shall deliver complete and accurate Work within the following milestone delivery schedule (which includes a brief description of the deliverable). When delivered in tangible form, Work should include a reference to the SOW.

After the kick-off, Agency will finalize timelines. As a baseline, here is what to expect for the proposed work – although much will depend on scheduling and review cycles:

- Content Gathering & Review – **1 week**
- Draft Plan Booklet – **4 – 5 weeks**
- Round 1 Reviews – **3 weeks**
- Plan Booklet Edits – **2 weeks**
- Round 2 Reviews – **2 weeks**
- Design Draft 1 – **2-3 weeks**
- Round 1 Review – **2 weeks**
- Final Design – **2 weeks**
- Final deliverables: print-ready PDF and web-ready PDF (with hyperlinks)

**5. Payment:** Client shall pay Contractor a fee of \$20,000 - \$25,000 **U.S. Dollars** in accordance with the following milestone billing and payment schedule:


- **Down payment amount:** 1/3 **USD on** Commencement of work
- **Second payment:** 1/3 **USD on** Hand off of content to design
- **Final payment:** Remaining fees **USD on** Delivery of final Plan Booklet files

The fee shall include all of Aukema & Associates' professional fees and expenses for performing the Work. Client will pay Aukema & Associates net thirty (30) days after receipt of an invoice for Work approved by Client. If a project is delayed beyond 30 days, Consultant will invoice for work completed. Invoice will be based on hourly rates put into the project to date (See Aukema & Associates' hourly rate schedule). Such invoice will be due and payable within 30 days from invoicing.

## 6. Client Contact Information:

Contact Name: Franceen Hanley  
Contact Email: [ghanley@deltafund.com](mailto:ghanley@deltafund.com)

This **SOW** is attached to and incorporated into the Agreement and subject to all of its terms and conditions.

Fresno Unified School District 2309 Tulare St. Fresno, California 93721	Aukema & Associates 601 Union Street, Suite 2415 Seattle, WA 98101
Signature:	Signature: 
Print Name: Patrick Jensen	Print Name: Megan Aukema
Print Title: Chief Financial Officer	Print Title: Principal
Date:	Date: November 22, 2023

Approve As to Form:



Jan 16, 2024

Stacey Sandoval, Executive Director  
Benefits & Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Valley Performing Arts Council for Second Grade Ballet Experience**

**ITEM DESCRIPTION:** Included in the Board Binders is an agreement with Valley Performing Arts Council for a second-grade trip to Warnor's Theatre. All second-grade students will observe an act of "Cinderella" performed by the State Street Ballet of Santa Barbara along with local student dancers. After the performance there will be an interactive demonstration and the second-grade students will perform a short dance. The district is dedicated to the Kennedy Center's "Any Given Child" program, which emphasizes providing arts experiences to every student in the district annually. This will be the first time all Fresno Unified second graders will be able to attend, which helps fulfil Fresno Unified's commitment as an Any Given Child district to provide arts experiences to all students.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$41,528 are available in the Elementary Music Budget.

**PREPARED BY:** Marie Williams, Ed.D.

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her

  
\_\_\_\_\_

  
\_\_\_\_\_





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

08802

**Vendor Number**

Valley Performing Arts Council

**Vendor Name**

559 400-9973 office; 559 284-7029 mobile

**Phone Number**

From: 3/13/2024

**Term (Duration)**

FUSD Contract Administrator:

Heather Kuyper-McKeithen

**Name**

2109 W Bullard Suite 149, Fresno CA 93711

**Address**

Kathryn McDougal

**Vendor Contact**

Through: 3/15/2024

Arts Education Department

**Site/ Dept**

559 248-7173

**Telephone number**

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

030-6760-0727-1110-1000-5899

Annual Cost \$ 41,528.00

(Estimated Amount)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☐

No ☒

**Scope of Work Summary:**

The Valley Performing Arts Council will provide twenty (20) professional dancers from State Street Ballet of Santa Barbara, along with local student dancers to perform an act of "The Cinderella" ballet on March 13-15, 2024. There will be a short interactive session at the end of the performance with lectures, demonstrations and the students will perform a short dance. Five thousand, one hundred ninety-one (5191) second graders, along with their teachers will be attending the performance, to be held at Warnors Theatre, Fresno California.

Ticket price will be \$8.00 each, \$8.00 x 5191=\$41,528

Transportation will be provided by Arts Education Department.

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: 02/07/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Bryan D. Wells  
Signed

Dec 29, 2023

Date 1/16/2024

Reviewed & approved by Cabinet Level Officer

A. B. Bate  
Signed

1/19/2024

Date

Reviewed & approved by Risk Management

Blaney S.  
Signed

Jan 23, 2024

Date

Please return signed agreement back to (name/email): Yolanda Serna/yolanda.serna@fresnounified.org





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 030-6760-0727-1110-1000-5899

District Contact Person: Heather Kuyper-McKeithen

Budget Manager Approval: Heather Kuyper-McKeithen

Contractor's Vendor Name: Valley Performing Arts Council

Contractor's Contact Person: Kathryn McDougal

Contractor's Title: Co-Interim Director

Contractor's Telephone

Number: 559 440-9973 office; 559 284-7029 mobile

Contractor's E-mail: [kathryn@pmunarc.com](mailto:kathryn@pmunarc.com)

Contractor's Address: 2109 W Bullard Suite 149, Fresno CA 93711

This Independent Contractor Services Agreement is made and entered into effective 3/13/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Valley Performing Arts Council ("Contractor").

1. Contractor Services. Contractor agrees to provide

The Valley Performing Arts Council will provide twenty (20) professional dancers from State Street Ballet of Santa Barbara, along with local student dancers to perform an act of "The Cinderella" ballet during six performances on March 13-15, 2024. There will be a short interactive session at the end of the performance with lectures, demonstrations, and the students will perform a short dance. Five thousand, one hundred ninety-one (5191) second graders, along with their teachers will be attending the performance, to be held at Warners Theatre, Fresno California.

Ticket price will be \$8.00 each,  $\$8.00 \times 5191 = \$41,528$

Transportation will be provided by Arts Education Department.

A study guide is provided on the Valley Performing Arts Council (VPAC) website, and is available for educators to prepare students for the theatre experience.

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 3/13/2024, and shall terminate on 3/15/2024. 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 \$ 8.00 per ticket, not to exceed \$ 41,528.00. Checks will be made payable to Valley Performing Arts Council. 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 KM

- 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): \$ 41,528.00
- 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 KM District's initials SS

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

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work



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

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

### 13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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



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

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

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

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

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. **Insurance.** Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability Insurance** shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation** policy shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.



17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials KM 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: Valley Performing Arts Council

Name: Kathryn McDougal

Address:

2109 W Bullard, Suite 149  
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.



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

**DISTRICT**


Fresno Unified School District

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

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


**CONTRACTOR**

Valley Performing Arts Council

  
Name: Kathryn McDougal , Title: Co-Interim Director

12-29-23  
\_\_\_\_\_  
*Date*

Approved As To Form:

  
\_\_\_\_\_  
Stacey Sandoval, Executive Director  
Risk Management

Jan 23, 2024  
\_\_\_\_\_  
*Date*



Valley Performing Arts Council

Affiliated with State Street Ballet

### QUOTE

December 5, 2023

To: Fresno Unified School District

From: Valley Performing Arts Council

Event Date: March 13, 14, 15, 2024

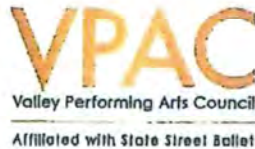
Time: 9:30am & 10:50am

Location: Warnors Theatre, Fresno

Event:	Participants: 5,191 students & teachers
Cinderella School Outreach Performance	Total: \$41,528

Payable to: Valley Performing Arts Council  
2109 W. Bullard Ave., Suite 149  
Fresno, CA 93711





## PERFORMANCE CONTRACT

Please sign and FAX or Email: McDougal Marketing, Inc, Fax: 559.440.9976, Email: info@pmmarcom.com

### "Cinderella", Warnors Theatre, Fresno

<b>Date:</b> Wednesday, March 13 <b>Performance Time(s):</b> <input type="checkbox"/> 9:30 AM <input type="checkbox"/> 10:50 AM				
<b>Number of People Attending the Performance:</b>	<b>#Students:</b>	<b>Grade Levels:</b>	<b>#Teachers:</b>	<b>#Adults:</b>
<input type="checkbox"/> 9:30 AM				
<input type="checkbox"/> 10:50 AM				

<b>Date:</b> Thursday, March 14 <b>Performance Time(s):</b> <input type="checkbox"/> 9:30 AM <input type="checkbox"/> 10:50 AM				
<b>Number of People Attending the Performance:</b>	<b>#Students:</b>	<b>Grade Levels:</b>	<b>#Teachers:</b>	<b>#Adults:</b>
<input type="checkbox"/> 9:30 AM				
<input type="checkbox"/> 10:50 AM				

<b>Date:</b> Friday, March 15 <b>Performance Time(s):</b> <input type="checkbox"/> 9:30 AM <input type="checkbox"/> 10:50 AM				
<b>Number of People Attending the Performance:</b>	<b>#Students:</b>	<b>Grade Levels:</b>	<b>#Teachers:</b>	<b>#Adults:</b>
<input type="checkbox"/> 9:30 AM				
<input type="checkbox"/> 10:50 AM				

<b>Total # of Students &amp; Teachers Attending:</b>	X \$8 per student/teacher
<b>Total #.of Adults Attending:</b>	X \$10 per adult
<b>Total Fee: \$</b>	

Fees or purchase orders are due at the time contract is signed. Refunds will not be given for absentee students the day of the performance.  
NO changes or cancellations upon execution of this contract.

### Payment Information

<b>School / Organization:</b>			
<b>Contact Person:</b>		<b>Title:</b>	
<b>Email Address:</b>		<b>Phone:</b>	
<b>Address:</b>			
<b>City:</b>		<b>Zip:</b>	
<b>Payment Method:</b>	<input type="checkbox"/> Check	Make check payable to: <b>VPAC</b> Mail to: McDougal Marketing, 2109 W. Bullard Ave., Suite 149, Fresno CA 93711	
	<input type="checkbox"/> Credit Card: <input type="checkbox"/> VISA <input type="checkbox"/> Master Card	Name of the Card Holder:	
		Card No:	Security Code:
		EXP. Month:	Year:
		Signature:	



School Outreach  
Performances

**VPAC**  
Valley Performing Arts Council  
Affiliated with State Street Ballet

**Cinderella**

March 13, 14, & 15, 2024

9:30AM & 10:50AM  
WARNORS THEATRE

Enjoy the professional  
artistry of the State  
Street Ballet of Santa  
Barbara and Fresno  
Ballet Theatre!



- A ballet filled with humor, love & music
- Study Guide provided that meets the state curriculum standards
- Only \$8.00 per student

**ABOUT VPAC**

Valley Performing Arts Council provides Central San Joaquin Valley school students with the opportunity to experience the classical performing arts, and to appreciate the beauty, wisdom and truth the classical arts impart to society.

STUDY GUIDE AVAILABLE  
ON OUR WEBSITE



Photos: Rose Eichenbaum

ValleyPerformingArtsCouncil.org



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Wrap Around Agreement and Addendum to the Wide Area Network and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services

**ITEM DESCRIPTION:** Included in the Board binders is an agreement and addendum for the Wide Area Network (WAN) and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services.

The addendum encompasses the previously Board-approved agreements for WAN services and point-to-point data circuit agreements. These agreements improved the resilience and capacity of the Internet and the WAN connections across the district while reducing long-term costs and improving internet speeds 20 to 100 times faster than in 2019. These agreements provide for reduced costs for each subsequent five-year renewal period.

The advantage of this 20-year wrap-around agreement, compared to going out to bid every five years, is a reduced possibility that a future bid increases costs, and a reduced possibility that a bid results in disruptive changes to the district's network. District counsel provided, as support for this board agenda item, the memorandum entitled, "CVIN Wide Area Network Services", attached.

The agreements are available for review in the Information Technology Office.

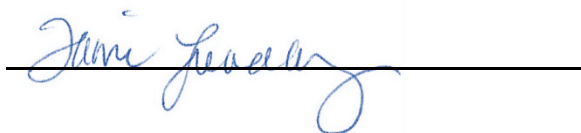
**FINANCIAL SUMMARY:** No additional fiscal impact and sufficient funds in the amount of \$294,494 are available annually in the Information Technology Budget.

PREPARED BY: Philip Neufeld,  
Executive Officer

DIVISION: Information Technology  
PHONE NUMBER: (559) 457-3560

CABINET APPROVAL: Tami Lundberg,  
Chief Technology Officer

DEPUTY SUPERINTENDENT APPROVAL:  
Misty Her







# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>29635</u>	
<b>Vendor Number</b>	
<u>CVIN LLC. dba Vast Networks</u>	<u>7447 N PALM BLUFFS AVE, STE 105, Fresno CA. 93711</u>
<b>Vendor Name</b>	<b>Address</b>
<u>559-554-9112</u>	<u>SUSAN LANTZ</u>
<b>Phone Number</b>	<b>Vendor Contact</b>
<b>From:</b> <u>2/8/2024</u>	<b>Through:</b> <u>2/7/2044</u>
<b>Term (Duration)</b>	
<b>FUSD Contract Administrator:</b>	
<u>Philip Neufeld</u>	<u>Information Technology</u> <u>559-457-3868</u>
<b>Name</b>	<b>Site/ Dept</b> <b>Telephone number</b>

**Budget (Fund-Unit-Dept.-Activity-Function-Object)** 030-0148-0923-0000-8100-5900

**Annual Cost** \$ 294,494.00 (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:

Wrap Around Agreement and Addendum to the Wide Area Network (WAN) and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services.

This addendum encompasses the previously board-approved agreements for WAN services and point-to-point data circuit agreements. These agreements improved the resilience and capacity of the Internet and the WAN connections across the district while reducing long-term costs and improving internet speeds 20 to 100 times faster than in 2019. These agreements provide for reduced costs for each subsequent five-year renewal period. The advantage of this 20-year wrap-around agreement, compared to going out to bid every five years, is a reduced possibility that a future bid increases costs, and a reduced possibility that a bid results in disruptive changes to the district's network. District counsel provided, as support for this board agenda item, the attached memorandum entitled, "CVIN Wide Area Network Services".

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:** 02/07/24 Will contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

Philip Neufeld  
Signed

1/19/2024  
Date

Reviewed & approved by **Cabinet Level Officer**

Jamie Juncos  
Signed

1/26/2024  
Date

Reviewed & approved by **Risk Management**

Steve Evans  
Signed

Jan 26, 2024  
Date

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

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

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

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

CERRITOS  
(562) 653-3200

IRVINE  
(949) 453-4260

MARIN  
(628) 234-6200

PASADENA  
(626) 583-8600

PLEASANTON  
(925) 227-9200

RIVERSIDE  
(951) 683-1122

SACRAMENTO  
(916) 923-1200

SAN DIEGO  
(858) 485-9526

OUR FILE NUMBER:

005801.00001  
41794031.2

Bmartin@aalrr.com  
(559) 221-2881

**MEMORANDUM**

**TO:** Ann Loorz, Executive Director, Purchasing Department  
Fresno Unified School District

**FROM:** Bryan G. Martin

**DATE:** July 12, 2023

**RE:** CVIN Wide Area Network Services

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In or about November 2019 the District issued a Notice to Bidders and related bid documents for Central Ring for Wide Area Network (“WAN”) Services to serve District facilities, including the seven comprehensive high schools, Duncan Polytechnical High School, CART, Fresno Unified Education Center, and Brawley Service Center.

In accordance with public bidding requirements, the contract award was based on the lowest responsive and responsible bidder. Specific bid items were evaluated independently by lowest total cost over a 20-year period to determine overall lowest bidder, in view of the initial five-year term and three additional five-year terms, exercised at the District’s discretion. The work was awarded to CVIN dba Vast Networks (“CVIN”).

This memorandum is to provide an opinion as to the efficacy of exercising the twenty-year time-frame provided for in the procurement and contract documents for the wide area network infrastructure and services.

Due to its significance to the public welfare, socially and economically, the infrastructure implementation and delivery of service provided by CVIN is recognized as having the status of a public utility, which typically involves services of a specialized, technical and/or unique nature. (Reference, e.g., Public Utilities Code section 281)

The District’s procurement and contract documents include the District’s option to exercise WAN system upgrades through the twentieth year of service in order to obtain optimal value for pricing that best meets the interests of the District and its constituents. There is significant value in establishing a stable, long term system of broadband services, such as those provided for in the contracts between the District and CVIN. This long-term scope mitigates the potential deficient or inconsistent system quality and/or lack of uniformity that could result from entering into the public bidding arena every five years.

Ann Loorz, Executive Director

July 12, 2023

Page 1

In addition to the points mentioned above, the efficacy of taking this approach for broadband services is supported by the following legal concepts.

California Education Code Section 35160 implements the “permissive” Education Code that took effect in 1976. Section 35160 provides that “On and after January 1, 1976, the governing board of any school district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established.”

Education Code Section 35160.1 sets forth the legislative intent underlying Section 35160, providing that:

In enacting Section 35160, it is the intent of the Legislature to give school districts, county boards of education, and county superintendents of schools broad authority to carry on activities and programs, including the expenditure of funds for programs and activities which, in the determination of the governing board of the school district, the county board of education, or the county superintendent of schools are necessary or desirable in meeting their needs and are not inconsistent with the purposes for which the funds were appropriated. It is the intent of the Legislature that Section 35160 be liberally construed to effect this objective.

Further, California Government Code Section 53060 authorizes certain local agencies, including school districts, to contract for “special services.” Section 53060 provides in relevant part that:

The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.

The law also recognizes that entering into the public bidding arena is not required pursuant to the doctrine existing under *Los Angeles Dredging v. Long Beach*, (1930) 210 Cal. 348, *Meakin v. Steveland*, (1977) 68 Cal.App.3d 490, and *Graydon v. Pasadena Redevelopment Agency*, (1980) 104 Cal.App.3d 631. Under this line of cases public bidding is not required if it would work an incongruity, would be unavailing as to the final result of the procurement process, would produce no advantage to the District, or if it would make the procurement logistically or practically unworkable. In my opinion, one or more of the foregoing elements applies to the specialized and highly technical context of broadband infrastructure and internet service transactions.

Based on the foregoing, it is recommended that the approach set forth in the procurement process and contracts between the District and CVIN for longevity of services (i.e., 20 years with authorized extensions) be memorialized and consolidated in the proposed wrap-around addendum.

## **WRAP-AROUND ADDENDUM TO WAN and CIRCUIT AGREEMENTS**

This document effective as of February 8, 2024, shall serve as a “wrap-around” amendment to the Pro Forma Agreements used by and between the Fresno Unified School District (“District”) and CVIN, LLC d/b/a Vast Networks (“CVIN”) initiated in or about May 2020 for three Central Ring Wide Area Network Services (E23001 Phase I WAN Core Ring, 21-17 Phase 2 WAN Sub Rings, 22-11 Phase 3 WAN Sub Rings), and two point-to-point (“PtP”) broadband circuit agreements (21-30 PtP which connects the District with CENIC Node at Fresno County Office of Education, and E21001 PtP which connects the District and KKEC at the Fresno County Office of Education, as to the following:

**WHEREAS**, CVIN is registered as a “utility” in the State of California; and

**WHEREAS**, the California Public Utilities Commission (“CPUC”) includes telecommunications fiber carriers and internet (broadband) providers within its regulatory scope; and

**WHEREAS**, Public Utilities Code section 281 sets out a comprehensive program for the development of statewide communications infrastructure and deployment of high quality advanced communications services to all Californians, particularly those in underserved/disadvantaged areas; and

**WHEREAS**, the broadband services CVIN provides to the District have been procured, in part, to implement in three phases: Phase I was completed in 2021, Phase II was completed in 2022, and Phase III was completed in 2023; and

**WHEREAS**, the District awarded the contract to CVIN based, in part, on the pricing element covering a period of twenty years, which provides for a decreasing fee structure that results in multi-millions of dollars in savings to the District over that time span; and

**WHEREAS**, the procurement approach alluded to above is advantageous to the District not only because of the benefit of long-term savings but also because of the unique and specialized nature of the infrastructure engineering and implementation, and the need for a vendor source that can provide stable and resilient broad network services best suited to serve the District, its students and families, as well as the broader community, into the future; and

**WHEREAS**, the parties wish to “wrap-around” the three phased WAN agreements and the two point-to-point circuit agreements described above within a “Master Pro Forma Agreement” (attached as Exhibit “B”) and making all contract elements coterminous with the final phase implementation date of July 1, 2023 which, with authorized extensions, is to run through June 30, 2043; and

**WHEREAS**, Section 6 of the Master Pro Forma Agreement provides, in part, that the District’s “network may be expanded to include additional locations and capacity increased at any time...”

**NOW, THEREFORE**, the parties agree as follows:

1. The foregoing recitals are approved as true and correct.
2. In view of CVIN's status as a utility and the public interest in improving and expanding broadband infrastructure and internet services, the three phased agreements and the point-to-point circuit agreements referenced above shall all be deemed to operate under the Master Pro Forma Agreement, whose end dates shall be coterminous with the initial phase implementation date of July 1, 2021, which is to run through June 30, 2041, as authorized by the District.
3. The District shall further have the sole discretion to either delete a connection site or add a new site to the broadband infrastructure provided by CVIN under the Master Pro Forma Agreement. For those circumstances where the District determines to add a site the parties hereby approve the price schedule and terms set forth in Exhibit "A," attached hereto and incorporated here, which price schedule shall be consistent with CVIN pricing submitted in the procurement process.
4. In the event the District decides to add a connection that presents logistical exigencies for CVIN (e.g., difficulty reaching a location with fiber), the parties agree to negotiate in good faith, consistent with the Master Pro Forma Agreement, for a cost/pricing mechanism (and any other terms) that reasonably address the mutual interests of the parties.
5. All terms and conditions of the Master Pro Forma Agreement not addressed hereinabove shall remain in full force and effect. To the extent that the legal parameters on which this addendum is based develop in a way that materially impacts this addendum the parties agree to meet and renegotiate in good faith in accordance with any legal requirements.

**ITS IS SO AGREED,**

FRESNO UNIFIED  
SCHOOL DISTRICT

CVIN, LLC

\_\_\_\_\_



Dated: \_\_\_\_\_,

Dated: 1/3, 2024

\_\_\_\_\_

Approved As To Form



Dated: \_\_\_\_\_,



### **Exhibit “A” Price for New Circuit**

Price for a new circuit on existing fiber ring.

Years	Price Per Month
1-5	\$ 2,189
6-10	\$ 1,676
11-20	\$ 1,470

## **Exhibit “B” Pro Forma Agreement**

**Fresno Unified School District  
Master Pro Forma Agreement  
For Internet and Wide Area Network Services**

**MASTER PRO FORMA AGREEMENT  
For Internet and Wide Area Network Services**

This FRESNO UNIFIED SCHOOL DISTRICT Agreement for Internet and Wide Area Network Services (the "Agreement") is entered into as of this **8th day of February, 2024** (the "Effective Date"), by and between **CVIN, LLC dba VAST NETWORKS** ("CONTRACTOR"), **A FOR-PROFIT CORPORATION / A LIMITED LIABILITY CONTRACTOR** organized under the laws of the California, with its principal place of business located at 7447 N. Palm Bluffs, #105, Fresno, CA 93711, and **FRESNO UNIFIED SCHOOL DISTRICT** ("DISTRICT"), with its principal place of business located at 2309 Tulare St., Fresno, CA 93721. This Agreement sets forth the terms and conditions under which CONTRACTOR will deploy and provide certain telecommunications and related services described herein (the "Services") for the DISTRICT and DISTRICT's employees, agents and students. CONTRACTOR and DISTRICT may be individually referred to herein as "Party" or collectively as "Parties."

**RECITAL**

**WHEREAS, DISTRICT desires to lease Internet and Wide Area Network Services from CONTRACTOR, and CONTRACTOR desires to provide such services to DISTRICT, all upon and subject to the terms and conditions contained in this Agreement; and**

**WHEREAS, CONTRACTOR provided pricing for new circuits on the existing fiber ring, as agreed upon by DISTRICT in the Wrap-Around Addendum to WAN and Circuit Agreement, based on CONTRACTOR'S awarded and Board approved proposals in response to DISTRICT'S multiple invitations to bid ("IFB").**

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**I. DEFINITIONS**

"Agreement" shall mean this Agreement and all Schedules, Addenda, Amendments and Exhibits thereto; which shall include the Invitations to Bid and all attachments thereto in their entirety, CONTRACTOR'S Response to the Invitations to Bid, specifications and drawings, and the Purchase Order. All these documents shall be interpreted to include all provisions of the other documents as though fully set forth herein.

"Billing Date" commences on the Service Start Date.

"Certification" shall mean the verification by CONTRACTOR, as acknowledged by DISTRICT, that the Services meet the performance requirements set forth in the Agreement.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC").

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds through E-Rate to DISTRICT for the contracted services set forth on Schedule A and (ii) the funds so provided.

“FCDL” shall mean the Funding Commitment Decision Letter issued by SLD to the DISTRICT and CONTRACTOR notifying both Parties of approval by SLD of E-Rate Funding.

“IFB” shall mean the following invitations to bid, all of which are incorporated herein by reference: The invitations to bid and CONTRACTOR’s responses shall include the following IFB/response:

- May 2020 for three Central Ring Wide Area Network Services (E23001 Phase I WAN Core Ring
- 21-17 Phase 2 WAN Sub Rings
- 22-11 Phase 3 WAN Sub Rings)
- two point-to-point (“PtP”) broadband circuit agreements (21-30 PtP which connects the District with CENIC Node at Fresno County Office of Education, and E21001 PtP which connects the District and KKEC at the Fresno County Office of Education

“Infrastructure” shall the CONTRACTOR-owned infrastructure maintained by CONTRACTOR and used in the provision of the Services to DISTRICT, which shall include, but not be limited to hardware, customer premises equipment (“CPE”), electronics and fiber optic cabling.

“Monthly Service Fee” shall, during the Initial Term and any extension hereof contemplated by Section 9 of this Agreement, mean the monthly recurring service charge listed in the Agreement. Following the Initial Term and exercise of any such extensions, CONTRACTOR agrees to continue services on a month-to-month basis at the same monthly recurring rate to effectuate an orderly transition of services.

“Non-Recurring Charge” shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed in the Agreement for the use of the Infrastructure. Non-recurring charge may or may not include special construction.

“Service Start Date” shall mean the date(s) on which Company first makes Service available for use by Customer. Company shall provide electronic notification of Service Commencement to the authorized person designated by the District [Contact Name and e-mail] that the Services are available for use, and the Parties agree that the date of electronic notification shall be called the “Service Start Date,” and the Term of the Agreement and/or Schedules, and any Amendments commences upon the Service Start Date and not the Effective Date.

“Service Locations” shall mean the location(s) specified in the IFB process, the Agreement and as requested by District for new circuits on the existing fiber ring. .

“Service Window” shall mean Monday through Sunday, 24-hours per day (12am to 11:59pm) local time where the Services are being provided.

“Site Access” shall mean access to DISTRICT premise(s) provided to CONTRACTOR for routine or emergency maintenance of the CONTRACTOR network during regular business hours and upon prior written notice to the DISTRICT. Specific emergency maintenance may be required outside of regular business hours to be mutually agreed upon by the Parties.

“Special Construction Charges” shall mean the one-time, upfront charges for construction of fiber or other technology neutral Services to meet the DISTRICT’s needs that are funded through E-rate special construction charges to the DISTRICT. Special Construction Charges are subject to California prevailing wage laws. Special construction and service eligibility for reimbursement have changed starting with E-rate funding year 2016. New fiber special construction charges for leased lit and dark fiber service, dark fiber IRU, or self-provisioned fiber projects, as well as other technology neutral services in this category as defined by the FCC *Second E-rate Modernization Order* include construction, design, engineering and project management.<sup>1</sup>

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<sup>1</sup> See the FCC Second E-rate Modernization Order for more information, WC Docket No. 13-184)

<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-centuryconnectivity>

"USAC" shall mean the entity that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the SLD thereof, which is currently the Universal Service Administrative Company.

## **II. GENERAL TERMS AND CONDITIONS**

### **A. The Internet and Wide Area Network Services**

1. The Services. Subject to and under the General Terms and Conditions of this Agreement, and any addenda, CONTRACTOR shall provide to DISTRICT at DISTRICT's designated locations the Services as defined and set forth in the Agreement and Schedule A attached hereto.

2. Availability of Funds. The DISTRICT's obligation herein is contingent upon receipt by Fresno Unified School District of the maximum funding commitment approved by the Schools and Libraries Division ("SLD") of USAC through the E-Rate Program. No legal liability on the part of the DISTRICT for payment of any money shall arise unless and until funds are made available for this project through the E-Rate Program. The District may award a contract for all requirements outlined in the bid, or any portion thereof, contingent upon the level of funding provided by SLD. The District reserves the right to proceed with the project with or without E-Rate approval.

3. Deployment and Purchase Order. CONTRACTOR, its agent(s) or subcontractor(s) shall schedule bi-weekly deployment meetings with the DISTRICT on a timely and regular basis to provide project status updates and notification of work on DISTRICT property. CONTRACTOR shall deploy the CONTRACTOR-owned service Infrastructure under this Agreement and subject to an executed Purchase Order. During the Initial Term of this Agreement or any Extension Term(s), DISTRICT grants to CONTRACTOR an exclusive right to deploy transmission cables and lines between the DISTRICT's property line and the Service Locations in connection with CONTRACTOR's use, maintenance, and operation of the Infrastructure. The license or easement granted shall include and also be classified, and documented if necessary, for the limited purpose of CONTRACTOR gaining access to DISTRICT property to construct, maintain, modify and service the Infrastructure in compliance with state and local construction laws and contractor requirements thereunder.

4. Governmental Approval. At no additional cost to DISTRICT, CONTRACTOR shall procure, process, or receive any and all regulatory licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). DISTRICT shall cooperate fully with CONTRACTOR to secure any such Authorizations. CONTRACTOR is required to be licensed and comply with all federal, state and local laws.

5. Changes in Deployment. Schedule A to the Agreement includes a requirement for a network design diagram that is necessary for the DISTRICT to determine whether the services proposed by the CONTRACTOR to DISTRICT meet the minimum required standards. If CONTRACTOR is required to modify that design, then CONTRACTOR shall do so in such a way that the design, as modified, will have service capability, performance, and reliability that is equivalent to or better than the original. CONTRACTOR shall be responsible for all costs and related charges, except that DISTRICT shall be responsible for the costs of any modification requested by DISTRICT. CONTRACTOR shall make no modifications to, or deviations from, the network design without first obtaining DISTRICT's written approval of the same.

6. Scalable Broadband Services. CONTRACTOR's network may be expanded to include additional locations and capacity increased at any time during the Term of this Agreement, including any Extension Term(s), to meet DISTRICT's requirements. Upgrade pricing is included in this Agreement as set forth in the Wrap-Around Addendum to WAN and Circuit Agreements. To the extent that DISTRICT requests a specific service upgrade not included in the original IFB, then DISTRICT will be quoted new pricing at time of request, which will require a new posting of Form 470 if E-rate funding is sought for such upgrades. DISTRICT may add or delete sites (subject to changes in pricing and/or fees) at any time during the Term of this Agreement, including any Extension Term(s). To the extent that any expansion

of the network shall include Special Construction Charges, the work shall be subject to California prevailing wage requirements as set forth in Section II.D.5 below.

7. Third-Party Use. CONTRACTOR may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of CONTRACTOR's business, provided however that such substitutions or modifications shall not affect the quality, performance, or reliability of the Services provided to DISTRICT. In addition, CONTRACTOR may lease capacity on its Infrastructure to a third party, to the extent that said lease(s) modifications shall not affect the quality, performance, or reliability of the Services provided to DISTRICT.

8. Schedules and Amendments. DISTRICT requests Services set forth in the Schedules attached hereto from CONTRACTOR. CONTRACTOR will deliver, install, and maintain the WAN Facilities. Representatives of CONTRACTOR and DISTRICT agree to meet in advance and on a regular basis, as necessary, to formulate and finalize the installation methodology and configuration design for the WAN facilities. The Parties agree to coordinate and cooperate in all activities required thereof.

9. Internet and WAN Facilities. The Parties intend that this Agreement shall operate as a "lease", as defined by California law. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to DISTRICT or in the creation of a "security interest" within the meaning of California law. DISTRICT disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by CONTRACTOR as a fixture on to the real property of the DISTRICT.

10. Service Start Date. Upon installation, connection, testing and acceptance of the necessary facilities and equipment to provide the Services, CONTRACTOR shall send an electronic Service Commencement notification to DISTRICT confirming that the fiber has been tested and is available for use. The date of electronic notification shall be the "Service Start Date." DISTRICT agrees that this electronic Service Commencement notification serves as final confirmation that the Services are complete. Any failure or refusal on the part of DISTRICT to be ready to receive the Services on the Service Start Date shall not relieve DISTRICT of its obligation to pay applicable Service charges. The Services Term of the Agreement commences upon the Service Start Date and not the Effective Date.

11. Site Preparation, Debris Removal, and Landscaping. The DISTRICT agrees to prepare Service Location(s) for the installation of the WAN Facilities. CONTRACTOR will remove all debris from Service Location(s) resulting from the installation of the WAN Facilities, which, in part, may include disposing of such debris in DISTRICT trash receptacles. The DISTRICT is responsible for removal of trash from such receptacles. CONTRACTOR agrees to restore all landscaping at the DISTRICT'S Service Location(s) disturbed by the installation.

12. Service Performance.

(a) Timeline: CONTRACTOR and DISTRICT agree to the installation and configuration timeline set forth in Schedule D, incorporated herein and attached hereto. CONTRACTOR will not be held liable for any delay in the Service Start Date as a result of delays by DISTRICT. In the event any such delay is experienced, CONTRACTOR shall immediately notify DISTRICT of the same, in writing, stating the facts and circumstances of the delay and the cause of the same. Such written notification to DISTRICT shall be made not later than five (5) calendar days after commencement of the delay. CONTRACTOR understands and agrees that such written notice is required so that DISTRICT will have knowledge of the commencement of any such delay and an opportunity to take appropriate action to address and eliminate any conditions, acts, or omissions which are causing such delay. In the event a delay in installation is caused by acts or omissions of DISTRICT, or by those for whom DISTRICT is legally responsible, then CONTRACTOR shall be entitled to a time extension commensurate with the duration of such delay attributable to DISTRICT. However, CONTRACTOR shall not be entitled to additional time for any alleged delay with regard to which it has failed to provide written notice to DISTRICT as provided above, and any such failure to notify DISTRICT of a delay as set forth above shall constitute a waiver by CONTRACTOR of any and all claims for additional time associated with such delay.

(b) *Network Availability (Service Level Agreement)*: CONTRACTOR is required to provide DISTRICT with maximum network service availability. The Service Level Agreement ("SLA") is outlined in Schedule C, incorporated herein and attached hereto.

13. Electrical Circuits and Energy. The DISTRICT will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the DISTRICT'S Service Location(s).

14. Assignment or Sharing of Service. DISTRICT may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any unaffiliated third party without the prior written consent of CONTRACTOR.

15. School/Facility Closure. DISTRICT agrees to notify CONTRACTOR if DISTRICT becomes aware that the school or facility governed by this Agreement will be closed prior to the end of the Initial Term of this Agreement or any Extension Term(s). In the event of a school/facility closure, DISTRICT shall be responsible only for the non-discounted monthly recurring costs and non-recurring costs (if DISTRICT exercises its option to utilize a non-recurring cost installment plan) owed through the last date of service to such school/facility.

## **B. Charges, Billing, and Payments**

1. Commencement of Billing. The Parties acknowledge and agree that construction of the Infrastructure shall neither commence nor continue, as applicable, until CONTRACTOR receives either (i) the applicable USAC Funding Commitment Letter(s) or (ii) payment by, and/or written assurance of prompt payment in the form of a Purchase Order for a specified scope, or other enforceable promise to pay the agreed upon sum for a specified scope, from DISTRICT to CONTRACTOR.

2. Non-Recurring Charge. Upon issuance of a Purchase Order and approval of E-rate funding, CONTRACTOR shall invoice DISTRICT the applicable Non-Recurring Charge specified in Schedule B, discounted by the percentage rate of DISTRICT's E-Rate Discount as shown on the then-current FCDL. DISTRICT shall pay the Non-Recurring Charge within thirty (30) days of the invoice. The balance of such funds shall be paid solely through the E-Rate Program, and DISTRICT appoints CONTRACTOR its attorney-in-fact to take such actions as are reasonably necessary to collect the discounted portion of the Non-Recurring Charge. If applicable, CONTRACTOR will invoice DISTRICT on a per-site basis until all sites are operational. To the extent applicable and as negotiated by the Parties, DISTRICT may pay its non-discounted, non-recurring Special Construction Costs over the maximum allowable four (4) years in annual installments and as noted on the FCC Form 471.

3. Monthly Service Fee. CONTRACTOR shall invoice DISTRICT each month in advance for its non-discounted portion of the monthly recurring charges. DISTRICT shall pay the non-discounted monthly share of the Monthly Service Fee within thirty (30) days of the invoice. The balance of such funds shall be paid solely through the E-Rate Program, and DISTRICT appoints CONTRACTOR as its attorney-in-fact to take such actions as are reasonably necessary to collect the discounted portion of the Monthly Service Fee. If applicable, CONTRACTOR will invoice DISTRICT on a per-site basis until all sites are operational. In the event DISTRICT closes or disconnects one of the sites identified in Schedule A, the Monthly Service Fee shall be reduced by the corresponding value defined in Schedule B.

4. Collection of SLD Funds. Payment for services will be achieved via an invoice(s) to USAC's Schools and Libraries Division via FCC Form 474 for the E-rate discount approved portion and an invoice(s) to Fresno Unified School District for the remaining portion to equal 100% of the cost of service(s) provided. CONTRACTOR will be responsible for the invoicing and collection of the E-Rate Discount approved portion of funding from SLD by filing an FCC Form 474 Service Provider Invoice, as well as collection of the California Teleconnect Fund ("CTF"). This paragraph includes collection of non-recurring costs, as well as monthly recurring costs.

5. Re-connect. If DISTRICT disconnects the Services or if DISTRICT's Services are disconnected due to nonpayment or other breaches of this Agreement, and if CONTRACTOR subsequently agrees to

reconnect the Services, DISTRICT may be charged a fee for the cost of reconnecting and redeploying the Services.

6. Taxes, Fees, and Surcharges. Except for taxes based on CONTRACTOR's net income, all applicable federal, state or local taxes and fees, including without limitation all use, sales, excise, commercial, gross receipts, privilege, right-of-way, occupation, franchise, surcharges, contributions to universal service support mechanisms, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against CONTRACTOR or DISTRICT (collectively, the "Taxes and Fees"), will be payable by CONTRACTOR, including any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of the Services (including any WAN facilities) by CONTRACTOR to DISTRICT. DISTRICT shall be required to provide documentation evidencing its exemption from any such Taxes and Fees, as applicable.

7. Service Credits. CONTRACTOR agrees to provide service credits in a timely manner for any services provided under this Agreement that are not available during the duration of the Agreement or are provided in a lesser performance than that specified in the IFB. CONTRACTOR agrees to add a service credit amount to the following period invoice to be deducted from the total amount due for said period, as set forth in Schedule C attached hereto and incorporated herein by reference.

8. Liquidated Damages. All liquidated damages shall be deducted from any payments due to or to become due to CONTRACTOR. Notwithstanding any provisions of the Agreement to the contrary, liquidated damages shall be imposed until WAN service is provided with all the terms, conditions, and requirements of the Agreement and, as more specifically set forth in Schedules B and C, attached hereto. Liquidated Damages will not be apportioned per site, but rather shall apply at the rate of \$400.00 per calendar day until all required work is completed and accepted.

9. Lowest Corresponding Price ("LCP"). At all times prior to commencement of the Initial Term, during the Initial Term, and all Extension Term(s), through termination or expiration of the Agreement, CONTRACTOR covenants that it is providing DISTRICT with the Lowest Corresponding Price as required by FCC rules. To the extent that USAC or the FCC finds a violation of LCP and, therefore, makes any type of adjustment to the E-rate Funding, CONTRACTOR agrees to solely bear all costs for the difference in E-rate Funding and the reduction in that funding as a result of the LCP violation.

## **C. Term**

1. Initial Term of Agreement. The Initial Term of this Agreement shall begin on the Effective Date.

2. Services Term. The Initial Term of Services under this Agreement (the "Services Term") shall begin when the Services commence, which is defined as; all circuits are turned over and accepted by DISTRICT and, unless earlier terminated, shall expire on the last day of the 60<sup>th</sup> month succeeding the Service Start Date. The expiration of the Initial Term of this Agreement shall be coterminous with this date.

3. Extension of Initial Term of Services. The Services provided may be extended for up to 3 renewal terms of 60 months each (each an "Extension Service Term"), at DISTRICT's sole option, by written notice from the DISTRICT prior to the expiration of the Initial Term or Extension Term. Notwithstanding, the DISTRICT may extend the Initial Term or any Extension Term on a month-to-month basis, at DISTRICT'S sole option, to facilitate the transition of services. The Monthly Service Fee shall remain the same, except as agreed to in writing by both Parties, as the last Monthly Service Fee charged before the termination or expiration of the Agreement, including any Extension Term(s).

4. Changes to the Agreement Terms. The Parties may change or modify the Agreement from time to time, as mutually agreed upon, which change(s) shall be in the form of an Amendment. Such modifications or changes may include changes to Service Location(s), addition of Service Location, removal of Service Locations, service upgrades, and partial termination of site(s). The DISTRICT may upgrade and add additional sites without rebidding this Agreement in accordance with the terms of the



Agreement. Any Amendment to this Agreement will have a term that is coterminous with the Initial Service Term or Extension Service Term.

#### **D. Termination**

1. Termination by CONTRACTOR for Loss of E-Rate Funding. If E-Rate Funding is not approved by USAC for this project after the first year of this Agreement, CONTRACTOR will make all reasonable efforts to maintain Services for DISTRICT upon written agreement of both Parties. Notwithstanding the foregoing, in such event this Agreement is terminated due to loss of E-Rate funding, the Agreement will terminate on the last day of the fiscal period for which commitments were received, and DISTRICT shall have no further obligation to pay any remaining costs and fees to CONTRACTOR due after the date upon which E-Rate funding is no longer committed and/or funded.

2. Termination by DISTRICT for Convenience. The Parties further acknowledge and agree that if the DISTRICT terminates this Agreement for convenience, at its sole discretion, after the network is deployed, DISTRICT shall provide ninety (90) days written notice to CONTRACTOR of its intent to terminate and pay CONTRACTOR all contracted, non-recurring Special Construction costs to deploy the CONTRACTOR-owned Infrastructure, if applicable. In addition, DISTRICT shall pay all Monthly Recurring Service Fees owed through the last date that the CONTRACTOR provided actual service. DISTRICT is not responsible for the payment of any early termination fees and/or penalties.

3. Termination by DISTRICT for Cause. If CONTRACTOR fails to substantially provide the Services as required by the terms of this Agreement, DISTRICT may terminate this Agreement for cause by written notice to CONTRACTOR. DISTRICT shall give CONTRACTOR thirty (30) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that CONTRACTOR commences to cure and diligently cures during that thirty (30) day period to the satisfaction of the DISTRICT, then DISTRICT may not terminate this Agreement for cause.

4. Termination for Cause by Either Party.

(a) If either Party breaches any material term of this Agreement and the breach continues without remedy for 30 days after notice of default, the non-defaulting Party may terminate for cause any Service materially affected by the breach.

(b) A Service may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or has been adjudicated bankrupt or been involved in an assignment for the benefit of its creditors.

(c) Termination by either Party of a Service does not waive any other rights or remedies that it may have under this Agreement.

5. Non-Appropriation Clause. DISTRICT'S duty to continue performance of this Agreement is conditioned upon the appropriation of funds to fulfill the requirements of the Agreement by the DISTRICT. If the DISTRICT fails to appropriate sufficient monies to provide for the continuation of the Agreement, at DISTRICT's sole option, DISTRICT may terminate the Agreement effective on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **E. CONTRACTOR'S Ownership of Infrastructure**

1. The Infrastructure to be located on DISTRICT premises by CONTRACTOR to provide the Services under this Agreement is and shall remain the property of CONTRACTOR. In no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. DISTRICT shall use reasonable care to avoid damaging any Infrastructure and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same during the Initial Term or any Extension Term(s).

2. Upon termination or expiration of this Agreement (at the end of the Initial Term and all Extension Terms elected by DISTRICT), or disconnection of the Services, CONTRACTOR shall be obligated to recover the Infrastructure no longer needed to deliver Services from DISTRICT premises at CONTRACTOR's sole cost. In retrieving said Infrastructure, CONTRACTOR shall use reasonable care

to avoid damaging DISTRICT's property. CONTRACTOR shall bear all costs for any damage caused by CONTRACTOR in the removal of the infrastructure. Alternatively, with written prior notice to DISTRICT, and only with DISTRICT's written approval, CONTRACTOR may abandon such Infrastructure in place at the Service Locations.

#### **F. Defense, Indemnification, and Hold Harmless Provisions**

1. To the maximum extent permitted by California Civil Code Section 2782 et seq., DISTRICT shall not be liable for, and CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT and its officers, agents, employees and volunteers (collectively 'DISTRICT Parties'), from and against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of DISTRICT Parties. However, CONTRACTOR shall have no obligation to defend or indemnify DISTRICT Parties against Claims caused by the active negligence, sole negligence or willful misconduct of DISTRICT Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by CONTRACTOR.

2. CONTRACTOR also agrees to defend DISTRICT for any loss, injury, liability, claim or demand ("Actions") that is/are the subject of Paragraphs D and G hereof. DISTRICT agrees to notify the CONTRACTOR promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The CONTRACTOR shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the DISTRICT. DISTRICT may employ its own counsel in any such case and shall pay such counsel's fees and expenses. CONTRACTOR shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires DISTRICT to take or refrain from taking any action or purports to obligate DISTRICT, then CONTRACTOR shall not settle such claim without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld, conditioned or delayed.

#### **G. Insurance**

1. CONTRACTOR shall provide DISTRICT with a Certificate(s) of Insurance that insures the CONTRACTOR for all foreseeable risks and liabilities associated with this Agreement:

- **General Liability Insurance (CGL):** Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:
  - \$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
  - \$1,000,000 for personal and advertising injury liability;
  - \$1,000,000 aggregate on products and completed operations;
  - \$1,000,000 property damage
  - \$2,000,000 general aggregate.
- **Automobile Liability Insurance:**
  - \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
- **Workers Compensation (Statutory) and Employer's Liability:**
  - \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease.

2. CONTRACTOR is responsible for assuring that any subcontractor maintains workers' compensation insurance for any employee, and CONTRACTOR, hereby, affirmatively agrees that the CONTRACTOR shall fully indemnify and hold harmless (including any attorney's fees, costs or liabilities) DISTRICT from any workers' compensation claims, for any reason, by an employee of CONTRACTOR, any subcontractor, and/or other individual, including such matters as a claim that DISTRICT is a joint-employer.

3. Additionally: (a) certificate/endorsement of **insurance policies shall name the Fresno Unified School District, its officers, employees, agents, and governing board members as additional insured.** Certificates of Insurance must have attached Additional Insured Endorsement (Insurance Services Officer form CG2010). Such policy(ies) of insurance shall be endorsed so that the CONTRACTOR'S insurance shall be primary and no contribution shall be required of the DISTRICT; and (b) certificate/endorsement showing any subcontractors as additional insureds and (c) CONTRACTOR'S insurance - certificate/endorsement showing a "waiver of subrogation" from any subrogation demand or claim against Fresno Unified School District; and (d) every subcontractor's insurance – certificate/endorsement showing a "waiver of subrogation" from any subrogation demand or claim against Fresno Unified School District.

4. CONTRACTOR has an affirmative obligation to maintain records showing the name and identification of any person (for CONTRACTOR or subcontractor) working on the Project, including a copy of a current federal I-9 Verification.

5. The proof of insurance, endorsement of additional insureds and waiver of subrogation in no manner waives, modifies or sets aside the additional obligations under the terms of this Agreement regarding indemnification and hold harmless provisions as set forth in the Agreement to the benefit of DISTRICT.

## **H. Background Checks**

1. The Project involved with the Services primarily involves access to school properties where students and others, of all ages, may be present. CONTRACTOR must comply with all school district, school, and/or state and local rules and laws regarding access to property. CONTRACTOR, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to DISTRICT (collectively "CONTRACTOR Employees"). The minimum background check process shall include, but not be limited to, the following checks:

- a) Social Security Number (SSN) Validation and Address History
- b) National Criminal Database
- c) County Felony and Misdemeanor (for past 7-year residence history)
- d) National Sexual Offender Registry Search

2. The background check must be conducted prior to the Service Start Date and initial access by CONTRACTOR'S Employees. CONTRACTOR must keep and maintain the background check records, including all signed waivers by the CONTRACTOR Employees. If a CONTRACTOR Employee separates employment from the CONTRACTOR, for any reason, the CONTRACTOR Employee must undergo another background check prior to regaining access to any project of DISTRICT. DISTRICT has a right to audit a CONTRACTOR'S background check process and records to ensure compliance with DISTRICT'S standards at any time. Such right does not relieve CONTRACTOR of its primary responsibility to fully comply with the requirements as set forth in this Section.

3. Additionally, CONTRACTOR shall notify all CONTRACTOR Employees, in writing, that the CONTRACTOR Employee has the responsibility to self-disclose any misdemeanor or felony convictions that occur while employed with CONTRACTOR or subcontractor, within three business days of the conviction. [For purposes of this provision, "conviction" includes, a court finding of guilty, a plea bargain arrangement, diversion or probationary agreement, and pleas of guilty or no contest]. The conviction

must be reported to the CONTRACTOR, and if reported to the CONTRACTOR, it is the CONTRACTOR'S responsibility to notify the DISTRICT within three days of learning of the conviction. If at any time it is discovered that any CONTRACTOR Employee has a criminal record that includes a felony or misdemeanor, the CONTRACTOR is required to inform the DISTRICT, and the DISTRICT will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties as required under the Project to determine whether the CONTRACTOR employee will be placed on an DISTRICT'S project. The DISTRICT may withhold consent at its sole discretion. Failure of the CONTRACTOR to comply with the terms of this Section may result in the termination of its contract with the DISTRICT.

4. CONTRACTOR shall indemnify and hold harmless the DISTRICT, including any attorneys' fees, costs or liabilities, for any claim, including but not limited to, wrongful or negligent hiring, negligent retention, negligent endangerment, or claims related to violations of state or local rules or laws regarding access to students or school properties.

#### **I. Force Majeure**

The Parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing and, provided further, that the Party which has been so affected will (a) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (b) resume its performance under this Agreement immediately upon the cessation of such cause(s). Except that a Force Majeure Event will not include the DISTRICT's obligation to pay for services; an increase in prices; the denial, in whole or in part, of E-Rate Program funding for any Service; or a change in regulation or law.

#### **J. Notice**

All notices, invoices, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement, or (iv) when sent by e-mail, receipt of which will be governed by the date and time sent. Both Parties are required, and agree, to keep the other Party notified in a timely manner of any changes in the information.

DISTRICT and CONTRACTOR shall designate a representative who shall have the authority to represent and bind the DISTRICT and CONTRACTOR, in all of their respective dealings, and shall serve as the contact person in the event that either Party needs to contact the other for any reason. Representative contact information is as follows:

FOR DISTRICT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

FOR CONTRACTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**K. Assignment and Transfer**

Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

**L. Governmental Authorization**

This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders and other actions of any governmental entity or agency (collectively, "Rules"), including, but not limited to the rules, orders, policies, and regulations of the Federal Communications Commission and any applicable state public service or public utility commission.

**M. Compliance with Laws**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**N. Prevailing Law**

In the event of any conflict or ambiguity between this Agreement and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Agreement shall conform to all applicable requirements of local, state, and federal law.

**O. Governing Law and Venue**

In the event of a dispute or litigation, the Agreement shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Fresno County.

**P. Mediation**

In the event of an alleged breach of this Agreement by CONTRACTOR or DISTRICT or in the event of any other dispute arising out of this Agreement and involving CONTRACTOR and DISTRICT such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The Parties agree to utilize the services of a retired judge, or another qualified mediator mutually acceptable to both Parties.

**Q. Miscellaneous**

1. Entire Agreement. This Agreement, as defined above, constitutes the entire agreement between the Parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the Parties hereto.

2. No Third-Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the Parties to this Agreement.

3. Severability. If any provisions 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 provisions hereof.

4. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties.

5. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and DISTRICT and their respective successors and assigns.

6. Replacement of DISTRICT or CONTRACTOR Representative. In the event that either Party replaces Representative, the replacing Party shall appoint a new Representative and agrees to provide the other Party written notice of such change and the new Representative's contact information within five (5) business days.

8. Remedies Non-Exclusive. Wherever a remedy is expressly provided to a Party hereunder, such remedy is intended to add rather than to restrict all such Party's remedies in law and equity.

**R. No Waiver**

If either Party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by the other Party. Any waiver must be in writing and signed by the Party making the waiver.

**S. Counterparts and Digital Signatures**

This Agreement and Amendment(s) may be executed in any number of counterparts, each counterpart will constitute an original, and all counterparts together will constitute one agreement. This Agreement may be signed by any means producing a reasonably legible signature, and a digital electronic signature or digital copy of a signed signature page will be effective as an original.

IN WITNESS WHEREOF, the Parties have executed this as of the day and year below written. The

persons whose signature appear below are duly authorized to enter into this Agreement on behalf of each respective Party and both agree and covenant that they have read and agreed to the terms and conditions and terms of service as set forth in their entirety in this Agreement.

**Fresno Unified School District**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Addendum to the Agreement with Orchid Interpreting Inc.

**ITEM DESCRIPTION:** Included in the Board binders is an addendum to the agreement with Orchid Interpreting Inc. Interpretation services support newcomer students in their native language so they can better access school resources, connect with teachers, access content for learning, learn survival phrases, and build adult connections to school staff.

An addendum to the original agreement amount is necessary to cover the additional expenses resulting from the increased number of newcomer students enrolled in Fresno Unified needing language interpretation supports to assist them in transitioning to their new school environment.

The increase is from 607 for the 2022/23 school year to 650 for this year thus far, and we anticipate the need to continue these services to current and any additional newcomers that enroll.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$15,722 are available in the English Learner Services Budget.

**PREPARED BY:** Marie Williams, Ed.D.

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her

  
\_\_\_\_\_

  
\_\_\_\_\_





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

20274

**Vendor Number**

Orchid Interpreting Inc.

**Vendor Name**

(559) 486-5600

**Phone Number**

**From:** 7/1/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Erica Piedra

**Name**

1602 E. Divisadero St. Fresno, CA 93721

**Address**

Lina Shelly

**Vendor Contact**

**Through:** 3/31/2024

English Learner Services

**Site/ Dept**

(559) 457-3916

**Telephone number**

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

060-3213-0758-4760-1000-5899

**Annual Cost** \$ 123,722.20

(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:

Amendment: Modification to original agreement with Orchid Interpreting is needed to cover the un-foreseen increase in services needed and provided to additional newcomer students enrolled this year in Fresno Unified. Cost: The original contract of \$108,000 went over due to an increase in the number of Newcomer students enrolled and the need to support students with uncommon languages (i.e. Arabic, Hindi, Urdu, Thai, and Armenian). An increase of \$15,722.20 is requested. The new contract amount will be \$123,722.20.

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: 02/07/24  
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

*Erica H. Piedra*  
Signed \_\_\_\_\_ Date 1/19/24

Reviewed & approved by Cabinet Level Officer

*NB*  
Signed \_\_\_\_\_ Date 1/24/2024

Reviewed & approved by Risk Management

*[Signature]*  
Signed \_\_\_\_\_ Date Jan 26, 2024

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

**BOARD OF EDUCATION**

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

**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

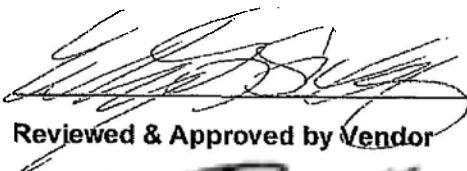
**Amendment/Addendum**

**Date:** February 07, 2024

**Regarding:** Orchid Interpreting Inc.

**Amendment:** Modification to original agreement with Orchid Interpreting is needed to cover the unforeseen increase in services needed and provided to additional newcomer students enrolled this year in Fresno Unified.

**Cost:** The original contract of \$108,000 went over due to an increase in the number of Newcomer students enrolled and the need to support students with uncommon languages (i.e., Arabic, Hindi, Urdu, Thai, and Armenian). An increase of \$15,722.20 is requested. The new contract amount will be \$123,722.20.

  
Reviewed & Approved by Vendor

01/08/24  
Date

  
Reviewed & Approved by Cabinet Level Officer

1/24/2024  
Date

Reviewed & Approved by Cabinet Level Officer

Date

  
Reviewed & Approved by Executive Director, Risk Management

Jan 26, 2024  
Date

Reviewed & Approved by Executive Director, Risk Management

Date

Reviewed & Approved by Chief Financial Officer

Date





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

20274

**Vendor Number**

Orchid Interpreting Inc.

1602 E. Divisadero St. Fresno, CA 93721

**Vendor Name**

(559) 486-5600

**Address**

Lina Shelly

**Phone Number**

**Vendor Contact**

From: 7/1/2023

Through: 9/30/2023

3/31/24 JAP SS

**Term (Duration)**

**FUSD Contract Administrator:**

Erica Piedra

English Learner Services

(559) 457-3916

**Name**

**Site/ Dept**

**Telephone number**

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

060-3213-0758-4760-1000-5899

Annual Cost \$108,000.00

\$123,722.20 SS JAP

(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:**

Orchid Interpreting Inc., will provide interpreting and translation services to meet the communication needs between Fresno Unified and parents of the District.

The extend of the services to be performed shall be as follows:

A. Interpreting services will be provided virtually, on-site or by phone on a an as-needed basis.

B. Translation services will be provided on an as-needed basis.

C. Services will be available Monday through Friday from 8:00 am to 5:00 pm.

D. After hours, weekends and holiday services will be charged a premium of 50% above the base rate.

E. Services for rare languages will be charged a premium of 50% above the base rate.

F. Telephonic/Video Conferencing guaranteed one (1) hour at \$2.95 per minute. Portion of the hour, one (1) minute over and above the first 60 minutes will incur a full hourly charge.

Payment: Translator shall be guaranteed two (2) hours compensation for each on-site visit at \$85.00 per hour.

G. Travel time will be available for interpreters coming from out of town at the same rate as the language provided.

Please indicate where the work will be performed:

Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 06/21/23

Will contract be submitted with Bundled Contracts? Yes Jun Bundle

Reviewed & approved by Cabinet Level Officer:

4/25/2023

Signed

Date

Reviewed & approved by Risk Management

5/4/2023

Signed

Date

Reviewed & approved by Department Head

4/25/2023

Signed

Date

Please return signed agreement back to (name/email) : Lisa Vidal/ Lisa.Resendez@fresnounified.org



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-3213-0758-4760-1000-5899

District Contact Person: Erica Piedra  
*Erica H. Piedra*

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Orchid Interpreting Inc.

Contractor's Contact Person: Lina Shelly

Contractor's Title: Treasurer

Contractor's Telephone  
Number: (559) 486-5600

Contractor's E-mail: lina@orchidinterpreting.com

Contractor's Address: 1602 E. Divisadero St. Fresno, CA 93721

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 Orchid Interpreting Inc. ("Contractor").

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

Orchid Interpreting Inc., will provide interpreting and translation services to meet the communication needs between Fresno Unified and parents of the District.

The extend of the services to be performed shall be as follows:

A. Interpreting services will be provided virtually, on-site or by phone on an as-needed basis.

B. Translation services will be provided on an as-needed basis.

C. Services will be available Monday through Friday from 8:00 am to 5:00 pm.

D. After hours, weekends and holiday services will be charged a premium of 50% above the base rate.

E. Services for rare languages will be charged a premium of 50% above the base rate.

F. Telephonic/Video Conferencing guaranteed one (1) hour at \$2.95 per minute. Portion of the hour, one (1) minute over and above the first 60 minutes will incur a full hourly charge.

Payment: Translator shall be guaranteed two (2) hours compensation for each on-site visit at \$85.00 per hour.

G. Travel time will be available for interpreters that are coming from out of town at the same rate as the language provided.



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

3. Term. This Agreement shall begin on 7/1/2023, and shall terminate on 9/30/2023. 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 \$123,722.20 per contract, Not to exceed \$108,000. Checks will be made payable to Orchid Interpreting Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- 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): \$108,000
- 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 ES District's initials SS

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

12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

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

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

### 13. Confidential Information

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

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

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
  - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.

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

c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. **Insurance.** Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials ED 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: Orchid Interpreting Inc.

*Name:* Lina Shelly

*Address:*

1602 E. Divisadero St.  
Fresno, CA 93721

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.

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

4/20/2023

**EXHIBIT 3**  
**General Rate Schedule**

<b>Rate Schedule</b>			
<b><u>Interpreting</u></b>		<b><u>Translation</u></b>	
*On-Site	\$85.00 (Per Hour)	Per Word	\$0.28
Minimum On-Site	2 Hours	Minimum Translation	\$85.00
Video/Tele Conference	\$2.95 (Per Minute)	Proofreading Per Word	\$0.15
Minimum Telephonic	60 Minutes	Minimum Proofreading	\$65.00
Travel Time	\$85.00 (Per Hour)		

**Note:**

„ Our normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. We are closed on weekends and on all major holidays.

„ A 50% surcharge above the base rate is assessed for assignments rendered after the normal office hours (normal business hours of 8:00 a.m. to 5:00 p.m. - Monday through Friday), on weekends, on holidays listed in Exhibit 2 and for rare languages and its travel time listed in Exhibit 1.

„ All cancellations must be received by a live person and confirm with an email 24 hours in advance of the scheduled appointment time or a minimum fee of two hours will be applied.

„ Portions of the hours, 1 minutes over and above, will incur a full hourly charge for all oral services.

**EXHIBIT 1**  
**Available Languages**

Language	Rare Language Status	Available for On-Site	Available for Over-the-Phone	Available for Web	Available for Self-Admin
1. Amharic	Yes				Yes
2. Arabic	Yes	Yes	Yes	Yes	Yes
3. Armenian	Yes	Yes	Yes	Yes	Yes
4. Basque	Yes				Yes
5. Bengali	Yes				Yes
6. Brazilian-Portuguese	Yes	Yes	Yes	Yes	Yes
7. Burmese	Yes				Yes
8. Cambodian		Yes	Yes	Yes	Yes
9. Cantonese		Yes	Yes	Yes	Yes
10. Chinese		Yes	Yes	Yes	Yes
11. Dutch	Yes				Yes
12. Ethiopian	Yes	Yes	Yes		Yes
13. Farsi	Yes		Yes		Yes
14. Filipino	Yes	Yes	Yes	Yes	Yes
15. French	Yes		Yes	Yes	Yes
16. German	Yes		Yes	Yes	Yes
17. Greek	Yes		Yes	Yes	Yes
18. Gujarati	Yes		Yes	Yes	Yes
19. Haryanvi	Yes	Yes	Yes		Yes
20. Hindi	Yes	Yes	Yes	Yes	Yes
21. Hmong		Yes	Yes	Yes	Yes
22. Ilocano	Yes	Yes	Yes		Yes
23. Italian	Yes		Yes		Yes
24. Japanese	Yes	Yes	Yes		Yes
25. Khamu	Yes				Yes
26. Khmer		Yes	Yes	Yes	Yes
27. Korean	Yes	Yes	Yes		Yes
28. Lao		Yes	Yes	Yes	Yes
29. Lahu	Yes	Yes	Yes		Yes
30. Lithuanian	Yes		Yes		Yes
31. Mandarin		Yes	Yes	Yes	Yes
32. Mien	Yes	Yes	Yes		Yes
33. Mixteco Alto/Bajo	Yes	Yes	Yes	Yes	Yes
34. Moroccan	Yes				Yes
35. Persian	Yes		Yes		Yes
36. Polish	Yes		Yes		Yes
37. Portuguese	Yes	Yes	Yes	Yes	Yes
38. Punjabi		Yes	Yes	Yes	Yes
39. Russian		Yes	Yes	Yes	Yes
40. Sign Language	Yes	Yes	Yes	Yes	Yes
41. Spanish		Yes	Yes	Yes	Yes
42. Swahili	Yes				Yes
43. Tagalog	Yes	Yes	Yes	Yes	Yes
44. Tamil	Yes				Yes
45. Thai	Yes	Yes	Yes	Yes	Yes
46. Tigrinya	Yes	Yes			Yes
47. Tongan	Yes				Yes
48. Turkish	Yes				Yes
49. Ukrainian	Yes	Yes	Yes		Yes
50. Urdu	Yes	Yes	Yes		Yes
51. Vietnamese	Yes	Yes	Yes	Yes	Yes

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project. The project consists of adding air conditioning and heating to the North and South Gyms. The North gym will have existing evaporative coolers removed and upgraded with new custom air handlers. The South gym evaporative coolers will be removed and upgraded with new roof top package units. This new equipment will provide air conditioning and heating into the gym for the comfort of athletes and fans.

The request for bids was lawfully advertised on November 29, 2023. Notifications were sent to 218 firms plus five construction trade publications, and the district received two responses. Bids were opened on December 21, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) \$3,165,000.

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

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$3,165,000 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-31, BULLARD HIGH SCHOOL GYMS HEATING, VENTILATION, AND AIR CONDITIONING IMPROVEMENT  
PROJECT

Bid Opening Date: December 21, 2023 prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 SOUTH GYM	BASE BID 2 NORTH GYM	TOTAL BID AMOUNT
<b>Strategic Mechanical, Inc.</b>	<b>Fresno</b>	<b>\$1,235,000</b>	<b>\$1,930,000</b>	<b>\$3,165,000</b>
Davis Moreno Construction, Inc.	Fresno	\$1,396,586	\$2,026,027	\$3,422,613

Low bid determined by combined total of Base Bid 1 and Base Bid 2.

Staff recommends award of \$3,165,000 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Award of Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization. The Administration building work includes an expanded nurses' suite and additional support spaces. The Library work includes new office spaces, book storage, finishes and heating, ventilation and air conditioning (HVAC) replacement. The West Hall building work includes the addition of an elevator with new access ramps and guardrails. The Theater work includes new lighting, sound systems, a front entry and access upgrade.

The request for bids was lawfully advertised on November 27, 2023. Notifications were sent to 213 firms plus five construction trade publications, and the district received three responses. Bids were opened on January 09, 2024. Staff recommends award to the lowest responsive, responsible bidder:

SOLPAC Construction, Inc. dba Soltek Pacific Construction Company (San Diego, CA) \$17,837,000

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

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$17,837,000 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION

BID NO. 24-35, ROOSEVELT HIGH SCHOOL ADMINISTRATION BUILDING, LIBRARY, WEST HALL, AND THEATER MODERNIZATION

Bid Opening Date: January 9, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 Administration Building Modernization	BASE BID 2 Library Modernization	BASE BID 3 West Hall Modernization	BASE BID 4 Theater Modernization	ADD ALT. 1 Site: Decorative Metal Fencing and Gates	ADD ALT. 4 Theater: Architectural Lighting System at Auditorium	ADD ALT. 5 Library: Demo Guardrail and Surface Prep at Balcony North	ADD ALT. 6 Library: Mechanical Equipment and Installation	ALLOWANCE Unforeseen/Unknown Utility Encounters and Dry Rot	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>SOLPAC Construction, Inc. dba Soltek Pacific Construction Company</b>	<b>San Diego</b>	<b>\$3,564,000</b>	<b>\$2,376,000</b>	<b>\$6,613,000</b>	<b>\$3,415,000</b>	<b>\$125,000</b>	<b>\$235,000</b>	<b>\$292,000</b>	<b>\$1,017,000</b>	\$200,000	<b>\$17,837,000</b>	<b>\$17,837,000</b>
AMG & Associates, Inc.	Santa Clarita	\$2,122,000	\$4,807,000	\$5,452,824	\$3,897,500	\$216,398	\$235,063	\$539,540	\$1,131,298	\$200,000	\$18,601,623	\$18,601,623
Davis Moreno Construction, Inc.	Fresno	\$2,470,954	\$3,235,637	\$4,961,278	\$6,390,354	\$341,495	\$1,092,300	\$655,023	\$1,092,389	\$200,000	\$20,439,430	\$20,439,430

Low bid determined by total of all Base Bids plus all Add Alternate items:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

The bid includes an allowance amount of \$200,000 for unknown utility encounters and dry rot performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of \$17,837,000 to SOLPAC Construction, Inc. dba Soltek Pacific Construction Company, the lowest responsive, responsible bidder for all Base Bids and Add Alternate items.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 2024,

**AGENDA ITEM A-10**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Proposed Board Meeting Dates for 2024/25 and 2025/26

Included for the Board's consideration and approval are proposed Board of Education meeting dates for the 2024/25 and 2025/26 school years. These dates will not preclude either additions or changes any time throughout the year.

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

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



**FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR BOARD MEETING SCHEDULE 2024/25**

**ALL MEETINGS WILL BE HELD AT FRESNO UNIFIED SCHOOL  
DISTRICT EDUCATION CENTER, 2309 TULARE STREET – 2<sup>ND</sup> FLOOR  
MEETING TIMES WILL BE SPECIFIED ON THE AGENDA**

**2024**

**August 14 and 28  
September 11, 18 (Board Workshop), and 25  
October 09 and 23  
November 06 and 20  
December 11 and 18**

\*\*\*\*\*

**2025**

**January 08 and 22  
February 12, 19 (Board Workshop), and 26  
March 12 and 26  
April 09 and 23  
May 14, 21 (Board Workshop), and 28  
June 11 and 18**

**(Approval of these dates will not preclude either additions or changes at any time)**

**FRESNO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR BOARD MEETING SCHEDULE 2025/26**

**ALL MEETINGS WILL BE HELD AT FRESNO UNIFIED SCHOOL  
DISTRICT EDUCATION CENTER, 2309 TULARE STREET – 2<sup>ND</sup> FLOOR  
MEETING TIMES WILL BE SPECIFIED ON THE AGENDA**

**2025**

**August 13 and 27  
September 10, 17 (Board Workshop), and 24  
October 08 and 15  
November ~~12 and 26~~ 05 and 19  
December 10 and 17**

\*\*\*\*\*

**2026**

**January 14 and 28  
February 11, 18 (Board Workshop), and 25  
March 11 and 25  
April 08 and 22  
May 13, 20 (Board Workshop), and 27  
June 10 and 17**

**(Approval of these dates will not preclude either additions or changes at any time)**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 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 21-41, Duncan Polytechnical High School Career Technical Education (CTE) Medical Science Building, Change Order 8 includes but may not be limited to: credit for project and site impacts and add 508 days to the contract duration.

Original Contract Amount:	\$ 11,116,200
Change Order(s) previously ratified:	\$ 608,968
Change Order 8 presented for ratification:	\$ - 55,753
New Contract Amount:	\$ 11,669,415

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 7 includes but may not be limited to: add structural steel; add monitors with infrastructure; revise casework; add foam exterior column trims; add mechanical overflow drains; add architectural downlighting; relocate roof hatch and mechanical louver; add digital video recorders; and revise elevator model.

Original Contract Amount:	\$ 47,847,268
Change Order(s) previously ratified:	\$ 1,329,269
Change Order 7 presented for ratification:	\$ 377,384
New Contract Amount:	\$ 49,553,921

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing, Change Order 3 (Interim Housing) includes but may not be limited to: modification of access ramps and railings.

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
Change Order 3 presented for ratification:	\$ 14,015
New Contract Amount:	\$ 1,710,997
Original Contract Amount (Multi-Purpose Building):	\$ 8,704,668
Change Order(s) previously ratified:	\$ 22,510
Current Contract Amount:	\$ 8,727,178
New Contract Amount (Multi-Purpose Building and Interim Housing):	\$ 10,438,175

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB), Change Order 1 (MPB) includes but may not be limited to: add irrigation; add underground utility investigation and location; add temporary asphalt walkway with fencing; relocate underground gas lines; removal and disposal of underground asbestos piping; revision to milk cooler model; and add asphalt paving and baserock removal.

Change Order 1 (New Kindergarten Building, Administration & Library Modernization) includes but may not be limited to: removal and disposal of asbestos containing roofing material and revise storefront doors.

Original Contract Amount (MPB, New Kindergarten Bldg, Admin & Library Mod, and Interim Housing):	\$ 23,922,682
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Original Contract Amount (MPB):	\$ 10,693,748
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 215,167
New Contract Amount:	\$ 10,908,915

Original Contract Amount (New Kindergarten Bldg, Admin & Library Mod):	\$ 11,552,370
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 12,257
New Contract Amount:	\$ 11,564,627

Original Contract Amount (Interim Housing):	\$ 1,676,564
Change Order(s) previously ratified:	\$ 136,733
Current Contract Amount:	\$ 1,813,297

New Contract Amount (MPB, New Kindergarten Bldg., Admin & Library Mod, and Interim Housing):	\$ 24,286,839
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Bid 23-34, Roosevelt High School Interim Housing, Change Order 1 includes but may not be limited to: add underground electrical trenching, piping, wiring and patchback; change fire alarm system to analog; underground rerouting of sanitary sewer and domestic water and add 156 days to the contract duration.

Original Contract Amount:	\$ 633,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 60,752
New Contract Amount:	\$ 693,752

Bid 23-66, Sections A and B, Heaton and Webster Elementary Schools Playground Equipment Replacement, Change Order 1 (Section A, Heaton Elementary School) includes but may not be limited to: replace decomposed granite areas with concrete and grass; widen existing walkway and relocate water shut off valve.

Change Order 1 (Section B, Webster Elementary School) includes but may not be limited to: replace decomposed granite with concrete; modify fencing and add panic hardware; and replacement of walkway.

Original Contract Amount (Sections A, Heaton and Section B, Webster Elementary Schools):	\$	1,403,300
Original Contract Amount (Section A, Heaton):	\$	804,500
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	65,604
New Contract Amount:	\$	870,104
Original Contract Amount (Section B, Webster):	\$	598,800
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	37,543
New Contract Amount:	\$	636,343
New Contract Amount (Sections A, Heaton and Section B, Webster Elementary Schools):	\$	1,506,447

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect 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 \$679,575 are available in the Measure M Fund for Bids 22-21, 23-23, 23-33, and 23-34 and \$103,147 is available in the Inclusive Early Education Expansion Program (IEEEP) Grant for Bid 23-66. \$55,753 will be credited to the Measure M Fund for Bid 21-41.

PREPARED BY: Ann Loorz

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

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

DEPUTY SUPERINTENDENT APPROVAL:  
Misty Her




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## CHANGE ORDER

**PROJECT NAME:**

FUSD Erma Duncan H.S. - New CTE - Health Science Building  
4330 E. Garland Ave  
Fresno CA 93726

**CHANGE ORDER No. :****008**

DSA File No. :

**10-H8**

Application No. :

**02-117606****CONTRACTOR :**

Katch Environmental  
929 L Street  
Fresno CA 93721

**DESIGNER'S PROJECT No. :****1620.4****FUSD BID/CONTRACT No. :****21-41****CONTRACTOR P.O. No. :****703888**

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

The original Contract Sum was .....	\$ 11,116,200.00
Net change by previously authorized Change Orders .....	\$ 608,967.89
The Contract Sum prior to this Change Order was .....	\$ 11,725,167.89
The Contract Sum will be adjusted by .....	\$ (55,753.00)
The new Contract Sum, including this Change Order will be .....	\$ 11,669,414.89
The Contract Completion date prior to this Change Order was .....	8/2/2022
The Contract Time will be adjusted by .....	508
The new Contract Completion date, including this Change Order is therefore .....	12/23/2023

**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, Inc.  
6790 N. West Avenue  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By: Grant E. Dodson

Date: 12.05.2023

**Accepted by:**

Katch Environmental  
929 L Street  
Fresno CA 93721

**CONTRACTOR:**

By: Tom Chacon

Date: 12/5/1973

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger

Date: 12/16/23



## CHANGE ORDER

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

**Item 08-1**

**DESCRIPTION OF CHANGE:**

Deductive change order and non-compensatory day extension.

**REASON FOR CHANGE:**

Deductive change order and non-compensatory day extension due to project impact and delays.

**CHANGE CATEGORY:**

**DOCUMENT REFERENCE:**

COIR 092

Amount of this Change Order Item:

**Increase (\$55,753.00)**

Time adjustment by this Change Order Item:

**Increase 160 Days**

**Item 08-2**

**DESCRIPTION OF CHANGE:**

Add 348 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

**REASON FOR CHANGE:**

Contract time extension to accommodate minor project close-out activities.

**CHANGE CATEGORY:**

**DOCUMENT REFERENCE:**

COIR 093

Amount of this Change Order Item:

**Increase \$0.00**

Time adjustment by this Change Order Item:

**Increase 348 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE (\$55,753.00)**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 508 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***





Facilities Management & Planning

Project Financial Summary

Project Name: FUSD Erma Duncan H.S. - New CTE - Health Science Building

Date: 12/5/23

Contractor: Katch Environmental

DSA #: 02-117606

Architect: Darden

BID #: 21-41

Change Order: 8 - FINAL

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 11,116,200.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 11,116,200.00

Contract Adjustments:

Total Contract Amount												\$ 11,116,200.00	
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>		<u>Total</u>	
CO #001		\$ -		\$ -		\$ 11,967.21		\$ -		\$ -		\$ 11,967.21	
CO #002		\$ 136,785.77		\$ -		\$ 2,689.17		\$ 42,530.79		\$ -		\$ 182,005.73	
CO #003		\$ 74,066.41		\$ 63,143.40		\$ 5,200.18		\$ 25,405.29		\$ -		\$ 167,815.28	
CO #004		\$ (52,637.03)		\$ 7,167.89		\$ 19,514.28		\$ 11,729.53		\$ 15,518.61		\$ 1,293.28	
CO #005		\$ 21,337.68		\$ -		\$ -		\$ 120,979.81		\$ -		\$ 142,317.49	
CO #006		\$ 9,116.16		\$ -		\$ 10,297.41		\$ 40,997.87		\$ 2,766.50		\$ 63,177.94	
CO #007		\$ 3,686.19		\$ -		\$ 1,443.70		\$ 35,261.07		\$ -		\$ 40,390.96	
CO # 008		\$ (55,753.00)		\$ -		\$ -		\$ -		\$ -		\$ (55,753.00)	
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Totals:		\$ 136,602.18	1.2%	\$ 70,311.29	0.6%	\$ 51,111.95	0.5%	\$ 276,904.36	2.5%	\$ 18,285.11	0.2%	\$ 553,214.89	\$ 553,214.89 5.0%
Total Contract Amount with Adjustments												\$ 11,669,414.89	



## CHANGE ORDER

**PROJECT NAME:**

Francine and Murray Farber Educational Campus  
2309 Tulare Street, Fresno CA 93721  
Fresno, CA 93704

**CHANGE ORDER No. :****007**

DSA File No. :

**10-H8**

Application No. :

**02-118895****CONTRACTOR :**

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

**DESIGNER'S PROJECT No. :****19-33****FUSD BID/CONTRACT No. :****22-21****CONTRACTOR P.O. No. :****751875**

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

The original Contract Sum was .....	\$ 47,847,268.00
Net change by previously authorized Change Orders .....	\$ 1,329,269.34
The Contract Sum prior to this Change Order was .....	\$ 49,176,537.34
The Contract Sum will be adjusted by .....	\$ 377,383.61
The new Contract Sum, including this Change Order will be .....	\$ 49,553,920.95
The Contract Completion date prior to this Change Order was .....	22-Dec-23
The Contract Time will be adjusted by .....	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	22-Dec-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:****SIM-PBK.**

7790 N. Palm Avenue  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By: Michael Schoen

Date: 12/6/23

**Accepted by:**

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

**CONTRACTOR:**

By: Stephen Davis

Date: 12/12/23

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger

Date: 12/13/23

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

**Item 7-1**

**DESCRIPTION OF CHANGE:**

Add structural beams to support ductwork in Building 2000 low roof

**REASON FOR CHANGE:**

Project Documents did not include required structural beams to support mechanical rooftop ductwork in Building 2000

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #056-R2, RFI #239

Amount of this Change Order Item:

**Increase \$ 16,337.73**

Time adjustment by this Change Order Item:

**Increase**

**Item 7-2**

**DESCRIPTION OF CHANGE:**

Revise casework, electrical and data in security room 105, office 112, conference 117, classrooms 139, 150 and 203

**REASON FOR CHANGE:**

The District requested change to add a monitor in the security room 105, office 112 and conference 117. The District requested changes in classrooms 139, 150, 210 and 203 to revise casework and add electrical and low voltage infrastructure to accommodate teacher work stations for E-Learn

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

CCR #063, Bulletin #21

Amount of this Change Order Item:

**Increase \$ 15,580.66**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 7-3**

**DESCRIPTION OF CHANGE:**

Add locks to Lab Casework in science classrooms in Building 1000

**REASON FOR CHANGE:**

Project Documents did not include lab casework locks

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #075-R1, Bulletin #21

Amount of this Change Order Item:

**Increase \$ 1,009.65**

Time adjustment by this Change Order Item:

**Increase**



**Item 7-4**

**DESCRIPTION OF CHANGE:**

Provide foam cornice tops at Building 1000 and 2000 exterior columns

**REASON FOR CHANGE:**

Project documents did not provide information on how to terminate exterior column tops

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR # 076, RFI #276

Amount of this Change Order Item:

Increase \$ 80,005.66

Time adjustment by this Change Order Item:

Increase

**Item 7-5**

**DESCRIPTION OF CHANGE:**

Added fan coil overflow drains at Building 1000 mechanical units.

**REASON FOR CHANGE:**

Project Documents did not show secondary overflow drain lines to exterior of the building.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #092-R1, RFI #307

Amount of this Change Order Item:

Increase \$ 37,190.37

Time adjustment by this Change Order Item:

Increase

**Item 7-6**

**DESCRIPTION OF CHANGE:**

Revise Building 1000 Main Lobby to remove the perforated panels and replace with architectural downlights.

**REASON FOR CHANGE:**

District direction was given to remove perforated panels at skylight from scope. Lighting was redesigned in this area.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

CCR #085-R1, Bulletin #31m SI #007

Amount of this Change Order Item:

Increase \$ 59,565.69

Time adjustment by this Change Order Item:

Increase

**Item 7-7**

**DESCRIPTION OF CHANGE:**

Relocate roof hatch In Bldg. 2000 CTE Classroom.

**REASON FOR CHANGE:**

Location of roof hatch in the project documents interfered with ductwork on the roof.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #040, CCD #010

Amount of this Change Order Item:

Increase \$ 15,398.23

Time adjustment by this Change Order Item:

Increase

**Item 7-8**

**DESCRIPTION OF CHANGE:**

Relocate and resize mechanical relief louver above office 133 in Building 1000.

**REASON FOR CHANGE:**

Proposed location of relief louver per project documents was not coordinated with structural framing.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #071, RFI #282

Amount of this Change Order Item:

Increase \$ 6,986.44

Time adjustment by this Change Order Item:

Increase

**Item 7-9**

**DESCRIPTION OF CHANGE:**

Provide 3'x5' electrical vault in lieu of specified pull box at the north side of the project site.

**REASON FOR CHANGE:**

Size of pull box in project documents was not sufficient to support electrical provisions.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #074, RFI #294

Amount of this Change Order Item:

Increase \$ 7,400.29

Time adjustment by this Change Order Item:

Increase

## CHANGE ORDER

**Item 7-10**

**DESCRIPTION OF CHANGE:**

Provide additional (3) DVRs and dedicated outlets in electrical room 255 in Building 1000.

**REASON FOR CHANGE:**

Project documents did not provide sufficient DVR's to support number of specified cameras.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #080, Bulletin #30

Amount of this Change Order Item:

Increase \$ 21,091.17

Time adjustment by this Change Order Item:

Increase

**Item 7-11**

**DESCRIPTION OF CHANGE:**

Change in the elevator model number from 2500 to 3500.

**REASON FOR CHANGE:**

Project documents did not include the appropriate elevator cab product information for bidding to accommodate the new elevator size code requirements for larger gurney size.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCR #117, Bulletin #42

Amount of this Change Order Item:

Increase \$ 116,817.72

Time adjustment by this Change Order Item:

Increase

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 377,383.61**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0**

\*\*\* End of CHANGE ORDER \*\*\*





Facilities Management & Planning

## Project Financial Summary

**Project Name:** Francine and Murray Farber Ed. Campus

**Date:** 12/07/23

**DSA #:** 02-118895

**Contractor:** Davis Moreno

**BID #:** 22 - 21

**Architect:** PBK Architects

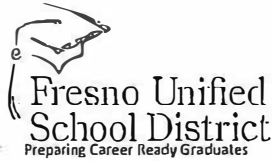
**Change Order:** # 007

### Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$ 47,000,000.00	\$ 47,000,000.00
		\$ -
Additive Alternate 1:	\$ 103,299.00	\$ 103,299.00
Additive Alternate 2:	\$ 721,593.00	\$ 721,593.00
Additive Alternate 3:	\$ 22,376.00	\$ 22,376.00
Additive Alternate 4:		\$ -
<b>Total Agreement Amount:</b>		<b>\$ 47,847,268.00</b>

### Contract Adjustments:

Total Contract Amount		\$ 47,847,268.00									
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total
CO # 001	\$ 3,189.64		\$ -		\$ 5,477.09		\$ 13,449.21				\$ 22,115.94
CO # 002	\$ 1,836.15		\$ 7,966.96		\$ -		\$ 117,293.39		\$ -		\$ 127,096.50
CO # 003	\$ 63,617.04		\$ -		\$ -		\$ 32,718.73		\$ 33,673.66		\$ 130,009.43
CO # 004	\$ 96,114.69		\$ 19,715.09		\$ -		\$ 17,551.54		\$ 406,708.12		\$ 540,089.44
CO # 005	\$ 19,076.54		\$ -		\$ -		\$ 200,745.72		\$ -		\$ 219,822.26
CO # 006	\$ 35,590.18		\$ -		\$ 28,431.56		\$ 226,114.03		\$ -		\$ 290,135.77
CO # 007	\$ 75,146.35		\$ -		\$ -		\$ 302,237.26		\$ -		\$ 377,383.61
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Totals:	\$ 294,570.59	1%	\$ 27,682.05	0%	\$ 33,908.65	0%	\$ 910,109.88	2%	\$ 440,381.78	0.5%	\$ 1,706,652.95
Total Contract Amount with Adjustments											\$ 49,553,920.95



## Change Order

**PROJECT NAME:**

Ericson New Multi-Purpose Building and Interim Housing

**CHANGE ORDER No. :**

03A

DSA File No. :

10-48

Application No.:

02-120125

**CONTRACTOR:**

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

DESIGNER'S PROJECT NO. :

2027.1

FUSD BID/CONTRACT NO. :

23-23

CONTRACTOR P.O. NO. :

777789

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

The original Contract Sum was .....	\$1,638,618.00
Net change by previously authorized Change Orders .....	\$58,363.34
The Contract Sum prior to this Change Order was .....	\$1,696,981.34
The Contract Sum will be adjusted by .....	\$14,015.10
The new Contract Sum including this Change Order will be .....	\$1,710,996.44
The Contract Completion date prior to this Change Order was .....	9/28/2024
The Contract Time will be adjusted by .....	( 0 ) 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

**DESIGNER:**

By: Antonio Avila

Date: 12/21/2023

**Accepted by:**

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

**CONTRACTOR:**

By: Stephen Davis

Date: 1/2/2024

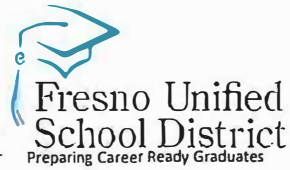
**Authorized by:**

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

**OWNER:**

By: Alex Belanger, Assoc. Sup.

Date: 1/3/2024



## Change Order

Ericson New Multi-Purpose Building and Interim Housing  
CHANGE ORDER NO.: 03A  
DATE 12/21/2023  
Project No.: 2027.1

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

Item 03 - 1

**DESCRIPTION OF CHANGE:**

Extend handrails a minimum of 4" at interim housing portable building ramps. Typical at eight locations.

**REASON FOR CHANGE:**

The handrails at both of the modular buildings were to be extended out an additional 4" to meet ADA Requirements.

**CHANGE CATAGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

COR 016

Amount of this Change Order Item:	INCREASE	\$14,015.10
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$14,015.10
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

\*\*\* End of CHANGE ORDER \*\*\*

03A

Change Order Item Detail



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Ericson New Multi Purpose Building & Interim Housing  
**DSA #:** Interim Housing: 02-120125  
**DSA #:** New MPR: 02-119122  
**BID #:** 23-23

**Date:** 4-Jan-24  
**Contractor:** Davis Moreno Construction  
**Architect:** Darden Architects  
**Change Order:** 003 Interim

### 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 (Interim Housing) 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:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E &amp; O</u>	<u>District/Designer</u>	<u>Total</u>	
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	\$ -	\$ -	\$ 13,813.53	\$ 24,130.70	\$ -	\$ 37,944.23	
Interim Housing CO #003	\$ -	\$ -	\$ -	\$ 14,015.10	\$ -	\$ 14,015.10	
MOD CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MOD CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ (29,048.89) -0.3%	\$ - 0.0%	\$ 41,145.02 0.4%	\$ 82,792.30 0.8%	\$ - 0.0%	\$ 94,888.43	\$ 94,888.43 0.9%
Total Contract Amount with Adjustments							\$ 10,438,174.43





## Change Order

PROJECT NAME:  
FUSD Del Mar Elementary New MPR

CHANGE ORDER No. :

01

DSA File No. : 10-H8

Application No.: 02-118803

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

DESIGNER'S PROJECT NO. : 1940

FUSD BID/CONTRACT NO. 23-33

CONTRACTOR P.O. NO. : 777945A

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

The original Contract Sum was .....	\$10,693,748.00
Net change by previously authorized Change Orders .....	\$0.00
The Contract Sum prior to this Change Order was.....	\$10,693,748.00
The Contract Sum will be adjusted by.....	\$215,166.53
The new Contract Sum including this Change Order will be.....	\$10,908,914.53
The Contract Completion date prior to this Change Order was .....	12/16/2024
The Contract Time will be adjusted by.....	( 0 ) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	12/16/2024

**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

DESIGNER:

By: Antonio Avila

Date: 12/22/2023

Accepted by:

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

CONTRACTOR:

By: Stephen Davis

Date: 12/22/23

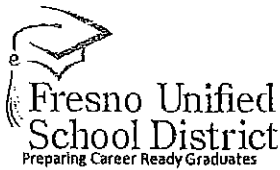
Authorized by:

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

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 12/22/23



## Change Order

FUSD Del Mar Elementary New MPR  
CHANGE ORDER NO.: 01  
DATE 12/22/2023  
Project No.: 1940

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

Item 01 - 1

**DESCRIPTION OF CHANGE:**

Add irrigation heads at South side of playfields

**REASON FOR CHANGE:**

Project documents did not include necessary irrigation heads for proper coverage at edges of new work area

**CHANGE CATAGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP 014

Amount of this Change Order Item:	INCREASE	\$3,458.13
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 2

**DESCRIPTION OF CHANGE:**

Investigate and pothole unknown utilities encountered in the new MPR building footprint. Repair and reroute at direction of FUSD plumbing request.

**REASON FOR CHANGE:**

In the course of construction, various unknown underground utilities were located. Site investigation, potholing and new isolation valves were required to be added to isolate the existing campus from the new work area and keep utilities on to the site.

**CHANGE CATAGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP -015 OTP 012

Amount of this Change Order Item:	INCREASE	\$38,042.46
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 3

**DESCRIPTION OF CHANGE:**

Add asphalt paving walkway, temporary fencing and gates between Admin and Bldg E

**REASON FOR CHANGE:**

Project documents did not include a temporary walkway wide enough to allow for the main pedestrian access to the Administration building throughout the course of construction. The walkways were widened and additional temporary fencing were needed for safe and secure access.

**CHANGE CATAGORY:**

District and Designer

**DOCUMENT REFERENCE:**

OTP 002 RFP 009

Amount of this Change Order Item:	INCREASE	\$25,670.19
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Time adjustment by this Change Order Item:	UNCHANGED	0
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**You are directed to make the following changes in this Contract:**

Item 01 - 4

**DESCRIPTION OF CHANGE:**

Relocate underground gas line. Remove and replace temporary walkway for gas line rerouting.

**REASON FOR CHANGE:**

An unknown underground gas line was found to be in the footprint of the new MPR building and will affect the required overexcavation of the new building pad. Relocation of the gas line was necessary to keep the site gas on line and the project moving forward.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP 005

Amount of this Change Order Item:	INCREASE	\$37,714.55
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 5

**DESCRIPTION OF CHANGE:**

Add District standard panic hardware to temporary gates

**REASON FOR CHANGE:**

Project documents did not District standard panic hardware for the temporary gates

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP 010

Amount of this Change Order Item:	INCREASE	\$4,470.33
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 6

**DESCRIPTION OF CHANGE:**

Remove and dispose of asbestos containing underground piping.

**REASON FOR CHANGE:**

In the demolition and earthwork phase of the project, asbestos containing underground piping was encountered that needed to be removed and lawfully disposed of.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP 007, OTP 013, R

Amount of this Change Order Item:	INCREASE	\$41,097.02
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 7

**DESCRIPTION OF CHANGE:**

Change Specified True Milk Coolers to Traulsen Milk Coolers.

**REASON FOR CHANGE:**

Project documents did not incorporate the District standard for Traulsen milk coolers.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP 001 RFP 004

Amount of this Change Order Item:	INCREASE	\$10,259.40
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 01 - 8

**DESCRIPTION OF CHANGE:**

Remove and dispose of unknown unforeseen underground transite pipe encountered during excavation

**REASON FOR CHANGE:**

An unknown underground abandoned transite pipe was encountered that conflicted with the new electrical panel excavation, and was deemed necessary to be removed.

**CHANGE CATAGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP-004    OTP-006

Amount of this Change Order Item:	INCREASE	\$5,388.55
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 9

**DESCRIPTION OF CHANGE:**

Remove 2" of existing base rock and add 2" of AC paving at South fire lane.

**REASON FOR CHANGE:**

The base rock temporary fire lane on the South side of the project is used for delivery vehicles and student egress. AC paving was added for student safety and site deliveries.

**CHANGE CATAGORY:**

District and Designer

**DOCUMENT REFERENCE:**

OTP 008    RFP 012

Amount of this Change Order Item:	INCREASE	\$49,065.90
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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	\$215,166.53
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

\*\*\* End of CHANGE ORDER \*\*\*

01

Change Order Item Detail

## Project Financial Summary

**Project Name:** Del Mar - MPR Proj - Kinder

**Date:** 12/22/23

**Contractor:** Davis Moreno Construction, Inc.

**DSA #:** 02-118803

**Architect:** Darden

**BID #:** 23-33

**Change Order:** 1

### Contract Summary:

Bid Award Amount(s)		
Base Bid-MPB:		\$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod		\$ 11,552,370.00
Add Alternate 2: Interim Housing		\$ 1,676,564.00
<b>Total Agreement Amount:</b>		<b>\$ 23,922,682.00</b>

### Contract Adjustments: Interim Housing

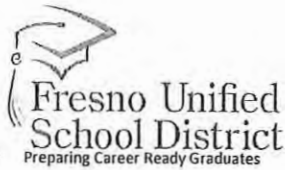
Total Contract Amount												\$ 1,676,564.00							
Contract Adjustments:																			
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>	<u>Total</u>								
CO #001	\$	4,220.89	\$	14,069.91	\$	11,326.06	\$	107,115.34	\$	-	\$ 136,732.20								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -								
Totals:		\$	4,220.89	0.0%	\$	14,069.91	0.1%	\$	107,115.34	0.4%	\$	-	0.0%	\$	136,732.20	\$	136,732.20	8.2%	0.6%
Total Contract Amount with Adjustments												\$ 1,813,296.20							

### Contract Adjustments: New MPR

Total Contract Amount												\$ 10,693,748.00	
Contract Adjustments:													
	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E &amp; O</u>	<u>District/Designer</u>	<u>Total</u>							
CO #001	\$ -	\$ -	\$ 122,242.58	\$ 18,187.86	\$ 74,736.09	\$ 215,166.53							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
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Totals:	\$ - 0.0%	\$ - 0.0%	\$ 122,242.58 6.7%	\$ 18,187.86 1.0%	\$ 74,736.09 4.1%	\$ 215,166.53	\$ 215,166.53	2.0%	0.9%				
Total Contract Amount with Adjustments												\$ 10,908,914.53	

### Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount													\$ 11,552,370.00		
Contract Adjustments:															
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>		<u>Total</u>			
CO #001	\$	-		\$	-	\$	17,092.79	\$	-	\$	(4,835.43)	\$	12,257.36		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
Totals:	\$	-	0.0%	\$	-	0.0%	\$ 17,092.79	7.9%	\$ -	0.0%	\$ (4,835.43)	-2.2%	\$ 12,257.36	\$ 12,257.36	0.1%
Total Contract Amount with Adjustments													\$ 11,564,627.36		
													\$ 24,286,838.09		
													1.5%		



## Change Order

**PROJECT NAME:**

FUSD Del Mar Kindergarten Buildings and Modernization  
4122 N. Del Mar Ave  
Fresno CA 93704

**CHANGE ORDER No. :**

01

**DSA File No. :**

10-48

**Application No.:**

02-119171

**CONTRACTOR:**

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

**DESIGNER'S PROJECT NO. :**

1942

**FUSD BID/CONTRACT NO.**

23-33

**CONTRACTOR P.O. NO. :**

777945B

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

The original Contract Sum was .....	\$11,552,370.00
Net change by previously authorized Change Orders .....	\$0.00
The Contract Sum prior to this Change Order was.....	\$11,552,370.00
The Contract Sum will be adjusted by.....	\$12,257.36
The new Contract Sum including this Change Order will be.....	\$11,564,627.36
The Contract Completion date prior to this Change Order was .....	12/16/2024
The Contract Time will be adjusted by.....	( 0 ) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	12/16/2024

*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

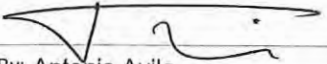
**Accepted by:**

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

**Authorized by:**

Fresno Unified School District  
2309 Tulare Street  
Fresno CA 93721-

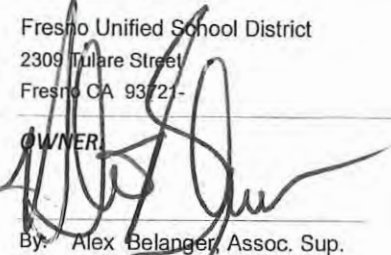
**DESIGNER:**

  
By: Antonio Avila

**CONTRACTOR:**

  
By: Stephen Davis

**OWNER:**

  
By: Alex Belanger, Assoc. Sup.

Date: 12/20/2023

Date: 12/20/23

Date: 12/22/23

FUSD Del Mar Kindergarten Buildings and Modernizations  
CHANGE ORDER NO.: 01  
DATE 12/20/2023  
Project No.: 1942

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

Item 01 - 1

**DESCRIPTION OF CHANGE:**

Abate flooring in building B Admin and Second layer of roofing material discovered under roof which was asbestos containing material. Remove unknown glued ceiling tiles above existing suspended ceiling.

**REASON FOR CHANGE:**

The existing structure must be exposed for review by structural engineer prior to new modernization work beginning. During interior Demolition at Building B it was discovered that there is an unknown/undisclosed existing floor tiles under cabinets and a second layer of roofing material which were asbestos containing material.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**

OTP 003, OTP 004, OTP 011

Amount of this Change Order Item:	INCREASE	\$17,092.79
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 2

**DESCRIPTION OF CHANGE:**

Change storefront door type to Tuffline Heavy wall doors with 6" side rails for panic hardware mounting and add wide door bottoms

**REASON FOR CHANGE:**

The storefront type in the project documents needed to be changed to a wider product to accommodate District standard panic hardware.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

OTP 001 OTP 002

Amount of this Change Order Item:	DECREASE	(\$4,835.43)
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Time adjustment by this Change Order Item:	UNCHANGED	0
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<b>TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>INCREASE</b>	<b>\$12,257.36</b>
<b>TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:</b>	<b>UNCHANGED</b>	<b>0 Days</b>

\*\*\* End of CHANGE ORDER \*\*\*

01

Change Order Item Detail



## Project Financial Summary

**Project Name:** Del Mar - MPR Proj - Kinder

**Date:** 12/22/23

**Contractor:** Davis Moreno Construction, Inc.

**DSA #:** 02-118803

**Architect:** Darden

**BID #:** 23-33

**Change Order:** 1

### Contract Summary:

Bid Award Amount(s)		
Base Bid-MPB:		\$ 10,693,748.00
Add Alternate 1: Kinder, Admin, Library Mod		\$ 11,552,370.00
Add Alternate 2: Interim Housing		\$ 1,676,564.00
<b>Total Agreement Amount:</b>		<b>\$ 23,922,682.00</b>

### Contract Adjustments: Interim Housing

Total Contract Amount												\$ 1,676,564.00							
Contract Adjustments:																			
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>	<u>Total</u>								
CO #001	\$	4,220.89	\$	14,069.91	\$	11,326.06	\$	107,115.34	\$	-	\$ 136,732.20								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -								
Totals:		\$	4,220.89	0.0%	\$	14,069.91	0.1%	\$	107,115.34	0.4%	\$	-	0.0%	\$	136,732.20	\$	136,732.20	8.2%	0.6%
Total Contract Amount with Adjustments												\$ 1,813,296.20							

### Contract Adjustments: New MPR

Total Contract Amount												\$ 10,693,748.00	
Contract Adjustments:													
	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E &amp; O</u>	<u>District/Designer</u>	<u>Total</u>							
CO #001	\$ -	\$ -	\$ 122,242.58	\$ 18,187.86	\$ 74,736.09	\$ 215,166.53							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
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Totals:	\$ - 0.0%	\$ - 0.0%	\$ 122,242.58 6.7%	\$ 18,187.86 1.0%	\$ 74,736.09 4.1%	\$ 215,166.53	\$ 215,166.53	2.0%	0.9%				
Total Contract Amount with Adjustments												\$ 10,908,914.53	

### Contract Adjustments: Kinder Bldg, Admin Mod, Library Mod

Total Contract Amount													\$ 11,552,370.00		
Contract Adjustments:															
		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>		<u>Total</u>			
CO #001	\$	-		\$	-	\$	17,092.79	\$	-	\$	(4,835.43)	\$	12,257.36		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-		
Totals:	\$	-	0.0%	\$	-	0.0%	\$ 17,092.79	7.9%	\$ -	0.0%	\$ (4,835.43)	-2.2%	\$ 12,257.36	\$ 12,257.36	0.1%
Total Contract Amount with Adjustments													\$ 11,564,627.36		
													\$ 24,286,838.09		
													1.5%		





## CHANGE ORDER

**PROJECT NAME:**

Roosevelt High School Interim Housing  
4250 E. Tulare Avenue  
Fresno, CA 93702

**CHANGE ORDER No. :****001**

DSA File No. :

**10-H8**

Application No. :

**02-120781****CONTRACTOR :**

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

**DESIGNER'S PROJECT No. :****20039****FUSD BID/CONTRACT No. :****23-34****CONTRACTOR P.O. No. :****778004**

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

The original Contract Sum was .....	\$	633,000.00
Net change by previously authorized Change Orders .....	\$	-
The Contract Sum prior to this Change Order was .....	\$	633,000.00
The Contract Sum will be adjusted by .....	\$	60,751.64
The new Contract Sum, including this Change Order will be .....	\$	693,751.64
The Contract Completion date prior to this Change Order was .....		7-Aug-23
The Contract Time will be adjusted by .....		(156) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....		10-Jan-24

**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:**

Lionakis  
2025 Nineteenth Street  
Sacramento, CA 95818

**ARCHITECT/ENGINEER:**

By: Jonathan McMurtry,

Date: 12/8/2023

**Accepted by:**

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

**CONTRACTOR:**

By:

Date: 12/12/2023

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger | Asst. Sup.

Date: 12/12/23

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

**Item 1-1**

**DESCRIPTION OF CHANGE: COIR 01**

Provide additional electrical trenching, piping and wiring for extended electrical feeder tie in location in the electrical yard East of the Cafeteria.

**REASON FOR CHANGE:**

The project documents showed the electrical power point of connection incorrectly. The electrical feeder had to tie in to the existing electrical yard East of the Cafeteria.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO 001, RFI #007 and RFI #008

Amount of this Change Order Item:

**Increase \$ 12,655.43**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-2**

**DESCRIPTION OF CHANGE: COIR 02**

Provide Asphalt and Concrete patchback of fire lane valley gutter over utility trench.

**REASON FOR CHANGE:**

Additional patch back of the fire lane valley gutter was needed due to the revised electrical feeder point of connection.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO 002

Amount of this Change Order Item:

**Increase \$ 9,487.50**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-3**

**DESCRIPTION OF CHANGE: COIR 04**

Provide all labor, materials and equipment as required to install overhead low voltage data, fire alarm and PA wiring along temporary poles.

**REASON FOR CHANGE:**

The project documents point of connection for low voltage was shown incorrectly. It was necessary to add temporary overhead cabling to the pool building electrical room for the data, PA and fire alarm systems.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO 006 and RFI 020

Amount of this Change Order Item:

**Increase \$ 12,338.08**

Time adjustment by this Change Order Item:

**Increase 0 Days**

## CHANGE ORDER

**Item 1-4**

**DESCRIPTION OF CHANGE: COIR 05**

Revise the portable building alarm fire alarm system to provide conventional analog smoke and heat detector devices and add addressible module to the pool building fire alarm cabinet monitoring.

**REASON FOR CHANGE:**

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO 007 and RFI 019

Amount of this Change Order Item:

**Increase \$ 18,165.83**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-5**

**DESCRIPTION OF CHANGE: COIR 06**

Reroute the sanitary sewer and domestic water tie in point of connection to the pool building.

**REASON FOR CHANGE:**

In the course of construction, it was found that the tie in point called out in the project documents for the sanitary sewer was too shallow. The domestic water tie in point of connection called out in the project documents was not located. It was necessary for both utilities to tie in at the pool building.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

PCO 008

Amount of this Change Order Item:

**Increase \$ 8,104.80**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-6**

**DESCRIPTION OF CHANGE: COIR 07**

Add 156 (one hundred and fifty six) calendars to the contract duration. FUSD and Contractor each acknowledge and agree the contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it is under the contractor or applicable law.

No compensation is due to Contractor for additional days identified in this Change Order.

**REASON FOR CHANGE:**

Contract time extension to accommodate project close-out activities.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

**Increase \$ -**

Time adjustment by this Change Order Item:

**Increase 156 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 60,751.64**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 156 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*





**Facilities Management & Planning**

## Project Financial Summary

**Project Name:** Roosevelt Interim Housing

**Date:** 11/30/23

**DSA #:** 02-120781

**Contractor:** Ardent General

**Architect:** Lionakis Achitect

**BID #:** 23-34

**Change Order:** 1

### Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$	633,000.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
<b>Total Agreement Amount:</b>	<b>\$</b>	<b>633,000.00</b>

### Contract Adjustments:

Total Contract Amount										\$ 633,000.00	
Contract Adjustments:											
	<u>District Requested</u>		<u>Governing agency reg'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>		<u>Total</u>
CO #001	\$ -		\$ -		\$ -		\$ 52,646.84		\$ 8,104.80		\$ 60,751.64
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Totals:	\$ -	0%	\$ -	0%	\$ -	0%	\$ 52,646.84	8%	\$ 8,104.80	1%	\$ 60,751.64
Total Contract Amount with Adjustments										\$ 693,751.64	



## CHANGE ORDER

**PROJECT NAME:**

Heaton Playground Replacement  
Heaton Elementary School

**CHANGE ORDER No. :****001**

DSA File No. :

**10-48**

Application No. :

**02-120920****CONTRACTOR :**

GC Builders  
3003 N Monroe  
Fresno, CA 93723

**DESIGNER'S PROJECT No. :****2222****FUSD BID/CONTRACT No. :****23-66A****CONTRACTOR P.O. No. :****784739A**

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


The original Contract Sum was .....	\$	804,500.00
Net change by previously authorized Change Orders .....	\$	-
The Contract Sum prior to this Change Order was .....	\$	804,500.00
The Contract Sum will be adjusted by .....	\$	65,604.00
The new Contract Sum, including this Change Order will be .....	\$	870,104.00
The Contract Completion date prior to this Change Order was .....		25-Oct-23
The Contract Time will be adjusted by .....	0	
The new Contract Completion date, including this Change Order is therefore .....		25-Oct-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:**

TAM Architects  
6781 N. Palm Ave  
Fresno, CA 93704

**ARCHITECT/ENGINEER:**


  
By: Jared Ramirez

Date: 12/20/23

**Accepted by:**

GC Builders  
3003 N. Monroe  
Fresno, CA 93723

**CONTRACTOR:**

  
By: Gerardo Campos

Date:

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

  
By: Alex Belanger | Asst. Sup.

Date:

*You are directed to make the following changes in this Contract.*

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Expand concrete walk at location of new ramp to the existing CDC portable classroom.

**REASON FOR CHANGE:**

The new ADA ramp to the CDC classroom cut into the width of the existing sidewalk. The existing sidewalk needed to be widened to meet ADA requirements.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP 01, ASI 005

Amount of this Change Order Item:

**Increase \$ 3,338.50**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Install concrete slab at play area in lieu of decomposed granite.

**REASON FOR CHANGE:**

Concrete will protect play surface tiles from rodents better than decomposed granite.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

ASI 003, OTP 002

Amount of this Change Order Item:

**Increase \$ 45,025.20**

Time adjustment by this Change Order Item:

**Increase 0 Days**

\*\*\* End of CHANGE ORDER \*\*\*



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

**Item 1-3**

**DESCRIPTION OF CHANGE:**

Install new shut off valve for existing main water line.

**REASON FOR CHANGE:**

An unknown domestic water shutoff valve was discovered in the area of the new play area during the course of construction. This was relocated outside of the play area for future maintenance.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

OTP 005, RFI 010

Amount of this Change Order Item:

**Increase \$ 3,297.80**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-4**

**DESCRIPTION OF CHANGE:**

Provide sod and irrigation in play area south of play yard in lieu of decomposed granite.

**REASON FOR CHANGE:**

The decomposed granite in the project documents was revised to install grass to provide additional green space for the site.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

ASI 006, OTP 004

Amount of this Change Order Item:

**Increase \$ 13,942.50**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 65,604.00**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***



Facilities Management & Planning

## Project Financial Summary

Project Name: IEEEP - Heaton Playstructure

Date: 12/22/23

Contractor: GC Builders

DSA #: 02-120920

Architect: Tam Architects

BID #: 23-66A

Change Order: 1

### Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 804,500.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 804,500.00

### Contract Adjustments:

Total Contract Amount																\$ 804,500.00
Contract Adjustments:																
		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001	\$	13,942.50		\$ -		\$ 3,297.80		\$ 48,363.70		\$ -		\$ 65,604.00				
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Totals:	\$	13,942.50	1.7%	\$ -	0.0%	\$ 3,297.80	0.4%	\$ 48,363.70	6.0%	\$ -	0.0%	\$ 65,604.00	\$	65,604.00	8.2%	
Total Contract Amount with Adjustments													\$	870,104.00		



## CHANGE ORDER

**PROJECT NAME:**

Webster Playground Replacement  
Webster Elementary School

**CHANGE ORDER No. :****001**

DSA File No. :

**10-48**

Application No. :

**02-120921****CONTRACTOR :**

GC Builders  
3003 N Monroe  
Fresno, CA 93723

DESIGNER'S PROJECT No. :

**2223**

FUSD BID/CONTRACT No. :

**23-66B**

CONTRACTOR P.O. No. :

**784739B**

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

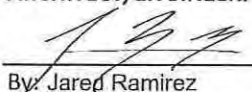
The original Contract Sum was .....	\$	598,800.00
Net change by previously authorized Change Orders .....	\$	-
The Contract Sum prior to this Change Order was .....	\$	598,800.00
The Contract Sum will be adjusted by .....	\$	37,542.79
The new Contract Sum, including this Change Order will be .....	\$	636,342.79
The Contract Completion date prior to this Change Order was .....		25-Oct-23
The Contract Time will be adjusted by .....	0	
The new Contract Completion date, including this Change Order is therefore .....		25 -Oct-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:**

TAM Architects  
6781 N. Palm Ave  
Fresno, CA 93704

**ARCHITECT/ENGINEER:**

  
By: Jared Ramirez

Date: 12/20/23

**Accepted by:**

GC Builders  
3003 N. Monroe  
Fresno, CA 93723

**CONTRACTOR:**

  
By: Gerardo Campos

Date:

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

  
By: Alex Belanger | Asst. Sup.

Date: 12/20/23

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

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Install concrete slab at play area in lieu of decomposed granite.

**REASON FOR CHANGE:**

Insert exact Reason shown on signed COIRConcrete will protect play surface tiles from rodents better than decomposed granite.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

OTP 01, ASI 002

Amount of this Change Order Item:

**Increase \$ 26,926.90**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Provide credit for the replacement of the chain link fence at the South of the play area.

**REASON FOR CHANGE:**

Existing fence is in good condition and can remain.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

ASI 003

Amount of this Change Order Item:

**Decrease \$ (2,875.61)**

Time adjustment by this Change Order Item:

**Increase 0 Days**

\*\*\* End of CHANGE ORDER \*\*\*



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

**Item 1-3**

**DESCRIPTION OF CHANGE:**

Remove double gate and install chainlink fence panel and single ADA gate with panic hardware.

**REASON FOR CHANGE:**

The existing access gate does not meet ADA compliance for the new path of travel.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

ASI 006

Amount of this Change Order Item:

**Increase \$ 8,899.00**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-4**

**DESCRIPTION OF CHANGE:**

Remove concrete path at west side of CDC and replace with ADA compliant concrete walk.

**REASON FOR CHANGE:**

The existing concrete sidewalk does not meet ADA compliance and needed to be replaced with ADA compliant sidewalk.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

ASI 005, OTP 03

Amount of this Change Order Item:

**Increase \$ 1,952.50**

Time adjustment by this Change Order Item:

**Increase 0 Days**

\*\*\* End of CHANGE ORDER \*\*\*



## CHANGE ORDER

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

**Item 1-5**

**DESCRIPTION OF CHANGE:**

Remove concrete at entry gate and pour back to comply with ADA requirements.

**REASON FOR CHANGE:**

The sidewalk at the school entry needed to be cut back and replaced to meet ADA requirements at the sidewalk tie in point with the City of Fresno sidewalk.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

ASI 007, OTP 004

Amount of this Change Order Item:

**Increase \$ 1,122.00**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-6**

**DESCRIPTION OF CHANGE:**

Remove existing striping and wheel stop. Provide additional ADA parking stall striping North of the CDC.

**REASON FOR CHANGE:**

The project documents did not include the required parking stall access. Additional striping rework was required to meet ADA.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

ASI 004, OTP 005

Amount of this Change Order Item:

**Increase \$ 1,518.00**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 37,542.79**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***



Facilities Management & Planning

## Project Financial Summary

Project Name: IEEEP - Webster Playstructure

Date: 12/22/23

Contractor: GC Builders

DSA #: 02-120921

Architect: Tam Architects

BID #: 23-66B

Change Order: 1

### Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 598,800.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 598,800.00

### Contract Adjustments:

Total Contract Amount								\$ 598,800.00
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E &amp; O</u>	<u>District/Designer</u>	<u>Total</u>	
COIR #001	\$	(2,875.61)	\$ -	\$ -	\$ 40,418.40	\$ -	\$ 37,542.79	
COIR #002	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	
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Totals:	\$	(2,875.61) -0.5%	\$ - 0.0%	\$ - 0.0%	\$ 40,418.40 6.7%	\$ - 0.0%	\$ 37,542.79	\$ 37,542.79 6.3%
Total Contract Amount with Adjustments								\$ 636,342.79

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 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 21-41, Duncan Polytechnical High School CTE Medical Science Building**

For Information Only

Original contract amount: \$11,116,200

Change Order(s) previously ratified: \$ 553,215

Contract amount: \$11,669,415

**Bid 23-28, Bullard High School Pool Heater Replacement**

For Information Only

Original contract amount: \$ 320,148

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 320,148

**Bid 23-31, Kisling Building Modernization**

For Information Only

Original contract amount: \$ 504,914

Change Order(s) previously ratified: \$ 21,803

Contract amount: \$ 526,717

**Bid 23-57, Wi-Fi Expansion to Green Spaces**

For Information Only

Original contract amount: \$ 205,094

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 205,094

Bid 23-71 Section B, Concrete Slabs for Outdoor Tables at Various Sites

For Information Only

Original contract amount:	\$	138,868
Change Order(s) previously ratified:	\$	0
Contract amount:	\$	138,868

Bid 23-71 Section F, Concrete Slabs for Outdoor Tables at Various Sites

For Information Only

Original contract amount:	\$	92,000
Change Order(s) previously ratified:	\$	0
Contract amount:	\$	92,000

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

DEPUTY SUPERINTENDENT APPROVAL:  
Misty Her



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**NO FEE REQUIRED**

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

**2023-0116749**

**FRESNO County Recorder  
Paul Dietos, CPA**

Friday, Dec 22, 2023 01:58:50 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 December 22, 2023  
The work done was New CTE Medical Science Building Bid No. 21-41  
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:  
Katch Environmental Inc., 4972 E. Pontiac Way, Fresno, CA 93727 June 17, 2021  
(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:

Duncan High School 4330 E. Garland Ave., Fresno, CA 93726

DSA No.: 02-117606

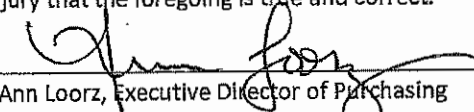
Date: December 22, 2023

  
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 December 22, 2023 at Fresno,

  
Ann Looz, 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

**2023-0114303**

**FRESNO County Recorder  
Paul Dietos, CPA**

Thursday, Dec 14, 2023 03:54:11 PM

**CONFORMED COPY**

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**NOTICE OF COMPLETION (AND ACCEPTANCE)**

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

Notice is hereby given that:

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

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

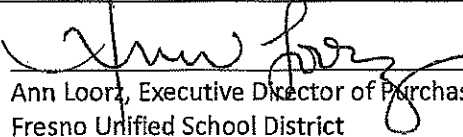
5. A work of improvement on the property hereinafter described was accepted/completed on **October 31, 2023**. The work done was **Bullard High School Pool Heater Replacement** **Bid No. 23-28**  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's 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:  
**Knorr Systems 2221 S. Standard Ave., Santa Ana, CA 92707** **March 23, 2023**  
(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:

**Bullard High School 5445 N. Palm Ave., Fresno, CA 93704** **DSA No.: 02-120586**

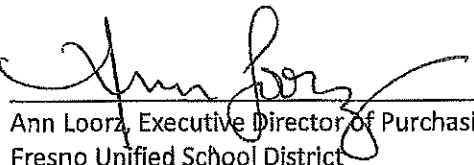
Date: **December 14, 2023**

  
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 **December 14, 2023** at **Fresno**,

  
Ann Looz, 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

**2023-0112491**

FRESNO County Recorder  
Paul Dictos, CPA

Friday, Dec 08, 2023 03:56:38 PM

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**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 **December 2, 2023** The work done was **Kisling Building Modernization** **Bid No. 23-31**  
*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:  
**Better Enterprises, Inc., 1148 N. Cypress Ave., Fresno, CA 93727** **March 9, 2023**  
(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:

**Kisling Building** **1301 M Street,** **Fresno, CA 93721** **DSA No.: N/A**

Date: **December 8, 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 **December 8, 2023** at **Fresno**.

  
Ann Looz, 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

**2024-0002308**

FRESNO County Recorder  
Paul Dietes, CPA

Wednesday, Jan 10, 2024 03:55:21 PM

**CONFORMED COPY**

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

**NOTICE OF COMPLETION (AND ACCEPTANCE)**

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

Notice is hereby given that:

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

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

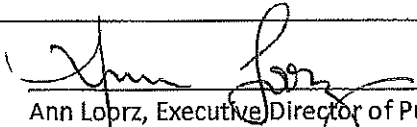
5. A work of improvement on the property hereinafter described was accepted/completed on **October 27, 2023**. The work done was **Wi-Fi Expansion to Green Spaces, Bid No. 23-57**.  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce 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:  
**Pacific One Source, Inc. 130-A W Cochran St., Simi Valley, CA 93065 June 22, 2023**  
(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:

**All FUSD District school sites**


Date: **January 8, 2024**

  
Ann Loprz, 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 **January 8, 2024** at **Fresno**,

  
Ann Loprz, Executive Director of Purchasing  
Fresno Unified School District

# 2023-0116750

FRESNO County Recorder  
Paul Dictos, CPA

Friday, Dec 22, 2023 01:58:50 PM

## CONFORMED COPY

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

### 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

### NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

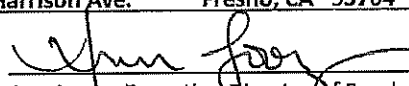
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **October 20, 2023**  
The work done was **Concrete Slabs for Outdoor Tables at Various Sites** **Bid No. 23-71 B**  
*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:  
**JT2 Inc. dba Todd Companies, 1701 Clancy Ct., Visalia, CA 93291** **June 22, 2023**  
(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:

<b>Burroughs Elementary School</b>	<b>166 N. Sierra Vista Ave.</b>	<b>Fresno, CA 93702</b>	<b>DSA No.: N/A</b>
<b>Easterby Elementary School</b>	<b>5211 E. Tulare St.</b>	<b>Fresno, CA 93727</b>	<b>DSA No.: N/A</b>
<b>Ewing Elementary School</b>	<b>4873 E. Olive Ave.</b>	<b>Fresno, CA 93727</b>	<b>DSA No.: N/A</b>
<b>Bullard Talent K-8 School</b>	<b>4950 N. Harrison Ave.</b>	<b>Fresno, CA 93704</b>	<b>DSA No.: N/A</b>

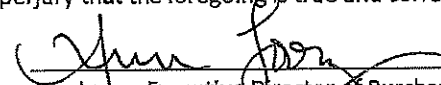
Date: **December 22, 2023**

  
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 **December 22, 2023** at **Fresno**,

  
Ann Looz, 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

**2023-0116751**

FRESNO County Recorder  
Paul Dietos, CPA

Friday, Dec 22, 2023 01:58:50 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 **September 4, 2023**. The work done was **Concrete Slabs for Outdoor Tables at Various Sites – Anchoring Bid No. 23-71 F**. *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:  
**Alliance Construction Solutions, Inc., 36376 Kenneth Ave., Madera, CA 93636 June 22, 2023**

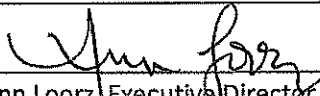
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")

(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: **December 22, 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 **December 22, 2023** at **Fresno**,

  
Ann Looz, Executive Director of Purchasing  
Fresno Unified School District



## NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 23-71, Section F      General Contractor: Alliance Construction Solutions, Inc.  
Project Name: Concrete Slabs for Outdoor Tables at Various Sites - Anchoring

<u>Aynsworth Elementary School</u>	<u>4765 E. Burns Ave.,</u>	<u>Fresno, CA</u>	<u>93725</u>	<u>DSA No.: n/a</u>
<u>Bakman Elementary School</u>	<u>580 N. Helm Ave.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Birney Elementary School</u>	<u>3034 E. Cornell Ave.,</u>	<u>Fresno, CA</u>	<u>93703</u>	<u>DSA No.: n/a</u>
<u>Bullard Talent K-8 School</u>	<u>4950 N. Harrison Ave.,</u>	<u>Fresno, CA</u>	<u>93704</u>	<u>DSA No.: n/a</u>
<u>Burroughs Elementary School</u>	<u>166 N. Sierra Vista Ave.,</u>	<u>Fresno, CA</u>	<u>93702</u>	<u>DSA No.: n/a</u>
<u>Easterby Elementary School</u>	<u>5211 E. Tulare St.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Eaton Elementary School</u>	<u>1451 E. Sierra Ave.,</u>	<u>Fresno, CA</u>	<u>93710</u>	<u>DSA No.: n/a</u>
<u>Ewing Elementary School</u>	<u>4873 E. Olive Ave.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Figarden Elementary School</u>	<u>6235 N. Brawley Ave.,</u>	<u>Fresno, CA</u>	<u>93722</u>	<u>DSA No.: n/a</u>
<u>Fremont Elementary School</u>	<u>1005 W. Weldon Ave.,</u>	<u>Fresno, CA</u>	<u>93705</u>	<u>DSA No.: n/a</u>
<u>Gibson Elementary School</u>	<u>1266 W. Barstow Ave.,</u>	<u>Fresno, CA</u>	<u>93711</u>	<u>DSA No.: n/a</u>
<u>Greenberg Elementary School</u>	<u>5081 E. Lane Ave.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Hidalgo Elementary School</u>	<u>3550 E. Thomas Ave.,</u>	<u>Fresno, CA</u>	<u>93702</u>	<u>DSA No.: n/a</u>
<u>Homan Elementary School</u>	<u>1602 W. Harvard Ave.,</u>	<u>Fresno, CA</u>	<u>93705</u>	<u>DSA No.: n/a</u>
<u>King Elementary School</u>	<u>1001 E. Florence Ave.,</u>	<u>Fresno, CA</u>	<u>93706</u>	<u>DSA No.: n/a</u>
<u>Kirk Elementary School</u>	<u>2000 E. Belgravia Ave.,</u>	<u>Fresno, CA</u>	<u>93706</u>	<u>DSA No.: n/a</u>
<u>Kratt Elementary School</u>	<u>650 W. Sierra Ave.,</u>	<u>Fresno, CA</u>	<u>93704</u>	<u>DSA No.: n/a</u>
<u>Lane Elementary School</u>	<u>4730 E. Lowe Ave.,</u>	<u>Fresno, CA</u>	<u>93702</u>	<u>DSA No.: n/a</u>
<u>Lawless Elementary School</u>	<u>5255 N. Reese Ave.,</u>	<u>Fresno, CA</u>	<u>93722</u>	<u>DSA No.: n/a</u>
<u>Leavenworth Elementary School</u>	<u>4420 E. Thomas Ave.,</u>	<u>Fresno, CA</u>	<u>93702</u>	<u>DSA No.: n/a</u>
<u>Lincoln Elementary School</u>	<u>1100 Mono St.,</u>	<u>Fresno, CA</u>	<u>93706</u>	<u>DSA No.: n/a</u>
<u>Lowell Elementary School</u>	<u>171 N. Poplar Ave.,</u>	<u>Fresno, CA</u>	<u>93701</u>	<u>DSA No.: n/a</u>
<u>Mayfair Elementary School</u>	<u>3305 E. Home Ave.,</u>	<u>Fresno, CA</u>	<u>93703</u>	<u>DSA No.: n/a</u>
<u>McCardle Elementary School</u>	<u>577 E. Sierra Ave.,</u>	<u>Fresno, CA</u>	<u>93710</u>	<u>DSA No.: n/a</u>
<u>Norseman Elementary School</u>	<u>4636 E. Weldon Ave.,</u>	<u>Fresno, CA</u>	<u>93703</u>	<u>DSA No.: n/a</u>
<u>Pyle Elementary School</u>	<u>4140 N. Augusta Ave.,</u>	<u>Fresno, CA</u>	<u>93726</u>	<u>DSA No.: n/a</u>
<u>Turner Elementary School</u>	<u>5218 E. Clay Ave.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Webster Elementary School</u>	<u>2600 E. Tyler Ave.,</u>	<u>Fresno, CA</u>	<u>93701</u>	<u>DSA No.: n/a</u>
<u>Computech Middle School</u>	<u>555 E. Belgravia Ave.,</u>	<u>Fresno, CA</u>	<u>93706</u>	<u>DSA No.: n/a</u>
<u>Cooper Academy</u>	<u>2277 W. Bellaire Way,</u>	<u>Fresno, CA</u>	<u>93705</u>	<u>DSA No.: n/a</u>
<u>Fort Miller Middle School</u>	<u>1302 E. Dakota Ave.,</u>	<u>Fresno, CA</u>	<u>93704</u>	<u>DSA No.: n/a</u>
<u>Kings Canyon Middle School</u>	<u>5117 E. Tulare St.,</u>	<u>Fresno, CA</u>	<u>93727</u>	<u>DSA No.: n/a</u>
<u>Sequoia Middle School</u>	<u>4050 E. Hamilton Ave.,</u>	<u>Fresno, CA</u>	<u>93702</u>	<u>DSA No.: n/a</u>

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Purchase Orders from November 01, 2023, through November 30, 2023  
– Primary Report**

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from November 01, 2023, through November 30, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

**FINANCIAL SUMMARY:** Funding is noted in the support material.

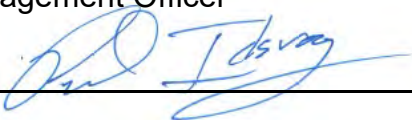
**PREPARED BY:** Ann Loorz

**DIVISION:** Operational Services

**PHONE NUMBER:** (559) 457-3134

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



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**THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE**

**PURCHASE ORDERS DATED  
NOVEMBER 1, 2023 TO NOVEMBER 30, 2023  
RATIFICATION DATE FEBRUARY 7, 2024**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
5 STAR STUDENTS	0791	793477	060	2600	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
AIR & LUBE SYSTEMS, INC.	0919	793899	060	8150	\$40,790.00
BOE 01/08/14 A-10 (CUPCCAA)					
AMAE OF FRESNO	0860	793736	030	0694	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
A-MARK T-SHIRT, INC.	0100	793967	030	7090	\$20,000.00
RFQ 23-21					
A-MARK T-SHIRT, INC.	0758	794236	030	7091	\$14,900.00
RFQ 23-21					
A-MARK T-SHIRT, INC.	0852	787130	030	0500	\$10,000.00
RFQ 23-21					
AMAZON CAPITAL SERVICES	0310	794762	060	6211	\$20,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	0895	AMZ0000TA2	030	0112	\$1,149,240.74
BOE 06/14/23 A-9 (PIGGYBACK)					
ANOTHER LEVEL TRAINING ACADEMY	0812	785783	030	0137	\$10,000.00
RFQ 23-05					
AQUA SOURCE, INC.	1891	793814	030	0716	\$67,090.32
BELOW BID LIMIT (PCC 20111)					
ARDENT GENERAL, INC.	1060	794204	060	3213	\$15,000.00
RFQ 20-14 SECTION 14					
ARDENT GENERAL, INC.	1185	794556	350	0913	\$387,000.00
RFQ 20-14 SECTION 14					
ARDENT GENERAL, INC.	1380	794207	060	3213	\$25,400.00
RFQ 20-14 SECTION 14					
AT & T/ENGINEERING	1120	794550	350	0913	\$39,580.43
PUBLIC UTILITIES (PCC 10103)					
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	1870	785056	030	0690	\$127,000.00
BOE 06/21/23 A-16					
BARNES & NOBLE, INC.	0702	794447	060	3213	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BENEDICT COLLEGE	0706	794606	060	3010	\$15,665.00
BELOW BID LIMIT (PCC 20111)					
BETTER ENTERPRISES, INC.	1787	773816	350	0917	\$21,802.96
BID 23-31					
BETTER FLOORING, INC.	1470	794623	140	6205	\$18,990.20
BOE 01/08/14 A-10 (CUPCCAA)					
BOSCO FUNDRAISING, LLC	0325	791280	080	8210	\$10,504.00
BELOW BID LIMIT (PCC 20111)					

BOSCO FUNDRAISING, LLC	0430	789833	080	8210	\$12,253.00
BELOW BID LIMIT (PCC 20111)					
BRAZOS THERMAL SYSTEMS, INC.	0919	794805	140	6205	\$24,900.00
BOE 01/08/14 A-10 (CUPCCAA)					
BRIGHT MORNING CONSULTING, INC.	0701	794448	060	3213	\$50,000.00
RFQ 23-30S3 CATEGORY B					
BRIGHTVIEW LANDSCAPE SERVICES, INC.	1920	794124	030	0734	\$17,500.00
BOE 01/08/14 A-10 (CUPCCAA)					
BROOKWOOD FARMS, INC.	1910	793764	130	5310	\$14,144.00
RFP 23-52R					
BULLARD UNIFORMS	1910	793716	130	5310	\$13,272.88
BELOW BID LIMIT (PCC 20111)					
BUS WEST, LLC	0925	784030	030	7230	\$20,000.00
BELOW BID LIMIT (PCC 20111)					
CA FIRE FIGHTER JT APPSHP. PROG.	0710	794396	030	6350	\$1,526,517.85
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
CALIFORNIA ARTS ACADEMY, LLC	0791	783539	060	2600	\$11,375.00
RFQ 22-09					
CALVIN CREST CAMP	0725	793482	030	0173	\$24,705.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
CALVIN CREST CAMP	0725	793792	030	0173	\$12,590.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
CARRIER CORPORATION	1421	758658A	350	0917	\$10,460.00
BID 22-45					
CATALANO, FENSKE, AND ASSOCIATES, LLC	0860	794321	030	0694	\$40,000.00
RFQ 24-09					
CCAA	0725	793798	030	0172	\$10,000.00
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0886	793940	030	0140	\$40,847.95
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0886	794343	030	0140	\$99,449.05
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	793691	030	0143	\$2,422,437.50
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0888	794205	030	0143	\$63,384.75
BELOW BID LIMIT (PCC 20111)					
CDW GOVERNMENT, INC.	0888	794349	030	0149	\$28,718.09
BOE 06/14/23 A-9 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	794560	030	0716	\$63,803.00
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	793856	030	0716	\$10,048.64
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	793347	130	5310	\$27,374.41
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	793352	130	5310	\$17,509.79
BOE 06/14/23 A-9 (PIGGYBACK)					
CENTRAL VALLEY ASPHALT	1250	793911	350	0917	\$56,800.00

BOE 01/08/14 A-10 (CUPCCAA)					
CHARLES AND LEZLEE CHURCHFIELD	1910	793950	130	5310	\$36,170.40
RFP 23-50R					
CHILDS AND CO., INC.	1355	793413	350	0917	\$20,600.00
BELOW BID LIMIT (PCC 20111)					
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0617	793704	030	0500	\$15,139.17
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0617	793704	030	0675	\$40,052.83
BOE 08/09/23 A-13 (BUNDLED CONTRACTS)					
CKEPUSA, LLC	1910	793445	060	7032	\$18,752.84
BOE 10/18/23 A-13 (PIGGYBACK)					
CKEPUSA, LLC	1910	794802	060	7032	\$15,523.28
BOE 10/18/23 A-13 (PIGGYBACK)					
CLOVIS UNIFIED SCHOOL DISTRICT	0670	784548	110	3555	\$26,102.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
COMMUNITY CARE LICENSING	0765	793995	120	6105	\$21,538.00
BELOW BID LIMIT (PCC 20111)					
CONAGRA BRANDS, INC.	1910	794462	130	5310	\$23,929.92
RFP 23-52R					
CONSTELLATION NEWENERGY, INC	0705	786075	110	6391	\$60,000.00
PUBLIC UTILITIES (PCC 10103)					
CORE BUSINESS INTERIORS, INC	0919	793732	060	8150	\$21,697.24
BOE 01/08/14 A-10 (CUPCCAA)					
COUNCIL OF THE GREAT CITY	0787	794334	060	6500	\$40,000.00
BOE 11/01/22 A-7					
CREATIVE FOOD INNOVATIONS, LLC	1910	793723	130	5310	\$42,000.00
RFP 23-50R					
CROWN EQUIPMENT CORP.	1910	794231	060	7032	\$27,084.52
BELOW BID LIMIT (PCC 20111)					
CROWN EQUIPMENT CORP.	1910	794257	060	7032	\$61,662.75
BELOW BID LIMIT (PCC 20111)					
CULLINAN EDUCATION CENTER	0025	793742	030	7090	\$10,558.71
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
CUMMINS PACIFIC, LLC	0925	784033	030	7230	\$40,000.00
BELOW BID LIMIT (PCC 20111)					
CURRICULUM ASSOCIATES, INC.	0865	793475	030	0315	\$70,000.00
RFQ 23-30 CATEGORY A					
DARDEN ARCHITECTS, INC.	1089	793659	120	6128	\$65,800.00
RFQ 20-14					
DARDEN ARCHITECTS, INC.	1120	550272	350	0913	\$352,506.00
RFQ 17-04					
DARDEN ARCHITECTS, INC.	1260	793571	120	6128	\$35,600.00
RFQ 20-13					
DARDEN ARCHITECTS, INC.	1435	793462	120	6128	\$29,500.00
RFQ 20-13					
DARDEN ARCHITECTS, INC.	1435	793661	350	0917	\$29,000.00



RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875	350	0913	\$290,135.77
BID 22-21					
DAYLIGHT FOODS, INC.	1910	794328	060	7033	\$891,766.00
RFP 23-41					
DEBORAH L. MCCOY	0601	793265	030	7099	\$6,000.00
DEBORAH L. MCCOY	0601	793265	060	3010	\$24,000.00
RFQ 22-09					
DEVELOPMENT GROUP, INC.	0886	794347	030	0140	\$11,541.66
RESOLUTION 23-26					
DEVELOPMENT GROUP, INC.	0919	794553	060	8150	\$65,836.80
RESOLUTION 23-26					
DOUBLE TREE INN BY HILTON	0230	794028	030	7090	\$12,293.91
BELOW BID LIMIT (PCC 20111)					
DR-GRAPHIX	0702	794351	060	9075	\$10,000.00
RFQ 23-21					
EKC ENTERPRISES, INC.	1045	794581	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1090	794580	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1200	794578	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1270	794577	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1310	794574	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1370	794573	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1480	794570	140	6205	\$14,240.07
BID 21-23					
EKC ENTERPRISES, INC.	1905	794415	350	0917	\$24,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
ELEARNING SYSTEMS, LLC	0710	793288	060	6388	\$12,108.00
BELOW BID LIMIT (PCC 20111)					
ELITE MAINTENANCE AND TREE SERVICE	1920	793437A	030	0734	\$21,659.00
BOE 01/08/14 A-10 (CUPCCAA)					
ENVIRO CLEAN	1920	793942	030	0188	\$2,069,051.60
BOE 06/14/23 A-9 (PIGGYBACK)					
EV CONNECT	0919	793356	060	8150	\$11,536.00
BELOW BID LIMIT (PCC 20111)					
FASTENAL COMPANY	0919	793883	060	8150	\$11,590.74
BOE 06/14/23 A-9 (PIGGYBACK)					
FRESNO AG HARDWARE	0790	794241	060	6010	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO AG HARDWARE	0919	790066	060	8150	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO AIR CONDITIONING	0919	793575	060	8150	\$12,119.19

BELOW BID LIMIT (PCC 20111)					
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0755	794275	030	0189	\$25,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO ELECTRICAL JATC	0710	793840	030	6350	\$156,928.71
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
FRESNO PUMP AND SUPPLY, INC.	0919	794398	060	8150	\$10,289.27
BELOW BID LIMIT (PCC 20111)					
GEIL ENTERPRISES, INC.	0919	784341	060	8150	\$55,000.00
RFP 20-31					
GIBBS INTERNATIONAL, INC.	1910	785547	130	5310	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
GIBBS INTERNATIONAL, INC.	1920	793253	030	0188	\$160,170.22
RESOLUTION 23-40					
GOLD STAR FOODS, INC.	1910	793717	130	5310	\$23,372.80
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	793767	130	5310	\$17,859.60
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794201	130	5310	\$10,665.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794209	130	5310	\$10,665.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794211	130	5310	\$10,665.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794212	130	5310	\$10,665.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794214	130	5310	\$15,002.82
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794215	130	5310	\$15,002.82
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794216	130	5310	\$15,002.82
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794218	130	5310	\$15,002.82
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	794329	060	7033	\$1,000,000.00
RFP 23-41					
GOLD STAR FOODS, INC.	1910	794593	130	5310	\$11,265.00
RFP 23-50R					
GOPHER	0790	794178	060	6010	\$33,367.18
BOE 06/14/23 A-9 (PIGGYBACK)					
GRAYBAR ELECTRIC, INC.	0886	793620	030	0140	\$37,850.26
BOE 06/14/23 A-9 (PIGGYBACK)					
GREEN VALLEY RECYCLING	1920	783922	030	0734	\$23,000.00
BELOW BID LIMIT (PCC 20111)					
GREENFIELD LEARNING, INC.	0617	794461	060	7435	\$28,090.83
BELOW BID LIMIT (PCC 20111)					
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	793851	030	0716	\$112,118.42
RFP 22-07					

HORIZON	1920	793810	030	0734	\$21,377.46
BELOW BID LIMIT (PCC 20111)					
HOUGHTON MIFFLIN COMPANY	0210	793869	060	3182	\$11,120.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
IGNITE 2 UNITE, LLC	0726	794284	030	0177	\$12,750.00
BELOW BID LIMIT (PCC 20111)					
IGNITE 2 UNITE, LLC	0726	794692	030	0177	\$12,750.00
BELOW BID LIMIT (PCC 20111)					
INTEGRATED FOOD SERVICE	1910	793760	130	5310	\$15,022.08
RFP 23-52R					
INTEGRATED FOOD SERVICE	1910	793763	130	5310	\$21,840.00
RFP 23-52R					
J & E RESTAURANT SUPPLY, INC.	1910	793860	060	7032	\$32,415.00
BELOW BID LIMIT (PCC 20111)					
J & E RESTAURANT SUPPLY, INC.	1910	793874	060	7032	\$32,415.00
BELOW BID LIMIT (PCC 20111)					
J.M. SMUCKER, LLC	1910	793952	130	5310	\$29,106.00
RFP 23-52R					
JOINT SOUND AND COMM. INDUSTRY TRAINING FUND	0710	793841	030	6350	\$16,530.87
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
KARCHER INSULATION, INC.	0919	793370	060	8150	\$15,000.00
BOE 01/08/14 A-10 (CUPCCAA)					
LAKESHORE LEARNING MATERIALS	0765	793826	120	6105	\$24,240.93
BOE 06/14/23 A-9 (PIGGYBACK)					
LAKESHORE LEARNING MATERIALS	0790	794116	060	6010	\$134,296.58
BOE 06/14/23 A-9 (PIGGYBACK)					
LANG, RICHERT AND PATCH	1787	785061	030	0690	\$55,000.00
BOE 06/21/23 A-16					
LEADERSHIP ASSOCIATES	0930	793597	030	0720	\$18,000.00
BOE 06/21/23 A-47					
LINDSAY ELECTRIC COMPANY	1787	794622	350	0917	\$24,235.00
BOE 01/08/14 A-10 (CUPCCAA)					
LINGUIST EDUCATION, LLC	0864	794157	030	0695	\$18,000.00
BOE 11/01/23 A-11					
LITHIA	0919	794225	030	0188	\$602,618.67
RESOLUTION 23-40					
LITHIA	1920	794605	030	0188	\$57,012.18
RESOLUTION 23-40					
LITHIA	1920	794779	030	0188	\$238,101.75
RESOLUTION 23-40					
LOZANO SMITH, LLP	1870	785064	030	0690	\$60,000.00
BOE 06/21/23 A-16					
LSA ASSOCIATES, INC.	0710	793912	030	0189	\$80,855.00
RFQ 20-14 SECTION 6					
MAD ILLUSTRATORS	0755	792212	060	2600	\$12,000.00
RFQ 23-21					
MARIN SUN FARMS, INC.	1910	793948	130	9074	\$54,865.92

RFP 23-50R					
MCI/LOS CABOS FOODS	1910	793762	130	5310	\$33,432.96
23-52R					
MEGA-PRINTS, INC.	0235	794199	030	7090	\$11,112.69
RFQ 23-21					
METEOR EDUCATION, LLC	1385	793617	350	0917	\$54,447.11
BOE 06/14/23 A-9 (PIGGYBACK)					
METEOR EDUCATION, LLC	1385	794559	350	0917	\$38,705.12
BOE 06/14/23 A-9 (PIGGYBACK)					
METRO UNIFORMS AND ACCESSORIES	0664	794030	680	0851	\$16,643.43
BELOW BID LIMIT (PCC 20111)					
MIDLAND TRACTOR CO.	1920	793353	030	0188	\$52,333.05
BELOW BID LIMIT (PCC 20111)					
MIRACLE PLAYSYSTEMS, INC.	1435	794481	120	6128	\$36,474.79
BELOW BID LIMIT (PCC 20111)					
MOORE TWINING ASSOCIATES, INC.	0710	794054	030	0189	\$29,518.00
RFQ 20-14 SECTION 7					
MORENO INSTITUTE, DBA RAUL Z. MORENO	0701	794342	060	3213	\$49,500.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
NATIONAL INVENTORS HALL OF FAME	0791	793521	060	2600	\$173,033.56
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
NAVEX GLOBAL, INC.	0852	794026	030	0679	\$28,256.96
BELOW BID LIMIT (PCC 20111)					
NET POSITIVE CONSULTING ENGINEERS	1422	793319	350	0917	\$247,980.00
RFQ 20-14 SECTION 3					
NET POSITIVE CONSULTING ENGINEERS	1920	793731	060	3213	\$389,798.00
RFQ 20-14 SECTION 2					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0880	794656	680	0851	\$80,309.10
BELOW BID LIMIT (PCC 20111)					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	0919	791057	060	8150	\$19,928.00
BOE 01/08/14 A-10 (CUPCCAA)					
NEW TEACHER CENTER	0701	794519	060	3010	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
NOSSAMAN, LLP	1870	788864	030	0690	\$70,000.00
BOE 06/21/23 A-16					
ODP BUSINESS SOLUTIONS, LLC	0755	OD00005661	060	2600	\$14,500.00
BOE 06/14/23 A-9 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0758	OD00005668	060	3010	\$12,000.00
BOE 06/14/23 A-9 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0790	OD00005655	060	6010	\$300,000.00
BOE 06/14/23 A-9 (PIGGYBACK)		.			
ODP BUSINESS SOLUTIONS, LLC	0790	OD00005665	060	6010	\$58,144.30
BOE 06/14/23 A- 9 (PIGGYBACK)		-			
ODP BUSINESS SOLUTIONS, LLC	0790	OD00005666	060	2600	\$30,000.00
BOE 06/14/23 A-9 (PIGGYBACK)		.			
ODP BUSINESS SOLUTIONS, LLC	0880	793489	680	0851	\$27,187.18
BOE 06/14/23 A-9 (PIGGYBACK)					

OLIVIA LYNCH	0700	793042	060	3213	\$57,000.00
RFQ 23-30S3 CATEGORY B					
P & R PAPER SUPPLY CO.	1910	793363	130	5310	\$44,856.90
BOE 06/14/23 A-9 (PIGGYBACK)					
PACIFIC FABRICATION	1910	794841	060	7032	\$46,235.11
BELOW BID LIMIT (PCC 20111)					
PATRICIA D. LOPEZ	0700	793749	060	3213	\$20,000.00
RFQ 23-30 CATEGORY B					
PATTON SHEET METAL, INC.	0880	792659	680	0851	\$52,184.00
BOE 01/08/14 A-10 (CUPCCAA)					
PLASTIC CONNECTIONS, INC.	1910	794466	130	5310	\$19,259.70
BID 21-03					
PLATINUM GROUP, THE	1910	793361	130	5310	\$87,360.00
BID 23-27					
PRECISION MECHANICAL SOLUTIONS, INC.	0919	792634	060	8150	\$14,737.31
BOE 01/08/14 A-10 (CUPCCAA)					
PRECISION MECHANICAL SOLUTIONS, INC.	0919	792689	060	8150	\$18,228.80
BOE 01/08/14 A-10 (CUPCCAA)					
PRESENCELEARNING, INC.	0782	786525	060	6500	\$20,000.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
PRIMAL PAINT, INC.	1145	793569	350	0917	\$452,000.00
BID 23-73R					
PROJECT SUPPORT SERVICES, INC.	1035	793457	350	0913	\$10,325.00
RFQ 20-14 SECTION 6					
QUEEN OF HEARTS, CPR TRAINING CENTER, LLC	0701	794758	060	5823	\$12,000.00
BELOW BID LIMIT (PCC 20111)					
RE CONSULTING SERVICES, LLC	0864	794756	030	0695	\$27,500.00
BOE 11/01/23 A-9					
RECRUITMENT ALLEY, LLC	1785	793539	060	6500	\$873,423.00
BOE 10/18/23 A-10					
RED GOLD, LLC	1910	793719	130	5310	\$14,593.60
RFP 23-52R					
RED GOLD, LLC	1910	794596	130	5310	\$16,052.96
RFP 23-52R					
RED GOLD, LLC	1910	794597	130	5310	\$19,813.64
RFP 23-52R					
REXEL USA, INC. DBA PLATT ELECTRIC SUPPLY	0919	794465	140	6205	\$11,049.06
BELOW BID LIMIT (PCC 20111)					
RICH CHICKS, LLC	1910	793718	130	5310	\$29,478.40
RFP 23-52R					
RICOH USA, INC.	0035	RL00009297	030	7090	\$16,725.30
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	0888	RL00009313	030	0143	\$42,979.50
BOE 06/14/23 A-9 (PIGGYBACK)					
RICOH USA, INC.	1895	789169	030	0188	\$135,778.64
RESOLUTION 24-15					
RMA GEOSCIENCE, INC.	1055	791451	350	0917	\$17,750.00

RFQ 20-14 SECTION 9					
RMA GEOSCIENCE, INC.	1145	765715	350	0913	\$11,088.49
RFQ 20-14 SECTION 9					
RMA GEOSCIENCE, INC.	1395	793865	350	0916	\$38,750.00
RFQ 20-14 SECTION 7					
RMA GEOSCIENCE, INC.	1395	794552	350	0916	\$38,750.00
RFQ 20-14 SECTION 9					
RMA GEOSCIENCE, INC.	1395	794554	350	0916	\$38,750.00
RFQ 20-14 SECTION 9					
RUNYON SALTZMAN, INC. DBA RSE	0935	793129	030	0188	\$123,085.08
EMERGENCY RESOLUTION 24-15					
SAN JOAQUIN CO. OFFICE OF ED.	0787	793244	060	6500	\$116,777.42
INTERAGENCY (PCC 10335)					
SCHOLASTIC, INC.	0700	794412	060	7435	\$13,004.15
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL SPECIALTY, LLC	0790	794309	060	6010	\$310,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1505	793339	350	0916	\$42,175.38
BOE 06/14/23 A-9 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	793712	130	5310	\$25,796.40
RFP 23-52R					
SCHWAN'S FOOD SERVICE	1910	793714	130	5310	\$31,007.20
RFP 23-52R					
SHERIFF DEPARTMENT	0664	769310A	030	0672	\$138,842.00
BOE 12/14/22 A-7					
SIERRA SEAL COATING	1165	794219	140	6205	\$21,750.00
BOE 01/08/14 A-10 (CUPCCAA)					
SOAPMAN INDUSTRIAL SUPPLIES	0925	784406	030	7230	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
STATE ARCHITECT, DIVISION OF	1565	794555	350	0917	\$10,583.99
PUBLIC AUTHORITY (PCC 10103)					
SUCCESS TOGETHER	1796	793808	060	3010	\$98,502.00
RFP 24-02 CATEGORY A					
SUNSET LANDSCAPES, INC.	0040	794229	070	0761	\$24,380.00
BOE 01/08/14 A-10 (CUPCCAA)					
SUPPLEMENTAL HEALTHCARE	1785	766634A	060	6500	\$342,577.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
SYSCO OF CENTRAL CALIFORNIA	1910	793561	130	5310	\$20,055.00
BOE 06/14/23 A-9 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	793564	130	5310	\$55,150.00
BOE 06/14/23 A-9 (PIGGYBACK)					
TEACHING STRATEGIES, LLC	0765	778385A	120	6053	\$34,130.26
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1210	772746	060	3213	\$29,643.00
RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1265	769488	060	3213	\$11,800.00
RFQ 20-13					



TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1417 769439	060 3213	\$11,800.00
THE FRESNO CENTER RFP 24-02 CATEGORY B	0796 794264	030 0667	\$131,000.00
THE WYRICK BOOK CO. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0215 794676	030 0625	\$10,000.00
TNTP, INC. RFQ 23-30 CATEGORY B	0700 793533	060 3213	\$143,189.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1055 793250	350 0917	\$155,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1185 793961	350 0913	\$359,000.00
TOM LITTLE INSPECTIONS RFQ 20-14 SECTION 8	1265 793774	060 3213	\$20,500.00
TRANE COMPANY RESOLUTION 23-26	0920 793701	060 3213	\$74,817.83
TWO Q, INC. DBA JP MARKETING BOE 09/13/23 A-13	0860 794233	030 0188	\$100,000.00
TYSON FOODS, INC. RFP 23-52R	1910 793720	130 5310	\$71,232.00
TYSON FOODS, INC. RFP 23-52R	1910 793721	130 5310	\$10,644.00
TYSON FOODS, INC. RFP 23-52R	1910 793765	130 5310	\$14,810.40
TYSON FOODS, INC. RFP 23-52R	1910 793953	130 5310	\$28,180.00
UNAMESA ASSOCIATION, DBA INPLAY RFQ 22-09	0791 793864	060 2600	\$256,000.00
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0421 794410	030 7090	\$30,000.00
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0725 793599	030 0170	\$10,000.00
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0725 794661	030 0173	\$5,000.00
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0725 794661	030 0179	\$5,000.00
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0755 794080	030 0176	\$16,047.74
UNIGLOBE TRAVEL BOE 06/14/23 A-9 (PIGGYBACK)	0889 787481	670 0841	\$10,000.00
UNITED REFRIGERATION, INC. BELOW BID LIMIT (PCC 20111)	0919 792246	060 8150	\$12,829.38
UNITED WE LEAD FOUNDATION BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0750 793367	060 3060	\$47,050.00
VIKING ENTERPRISES BID 23-67	1060 778389A	350 0917	\$48,355.45
W.O.W. PRODUCTIONS BELOW BID LIMIT (PCC 20111)	0727 794235	030 0167	\$14,008.56

WALLY GONZALES	1365	793409	060	3213	\$17,100.00
RFQ 20-14 SECTION 8					
WAXIE'S ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	1891	793684	030	0716	\$32,209.33
BELOW BID LIMIT (PCC 20111)					
WONDER VALLEY RANCH RESORT	0725	794694	030	0173	\$63,048.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					

**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
NOVEMBER 1, 2023 TO NOVEMBER 30, 2023  
RATIFICATION DATE FEBRUARY 7, 2024**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
4N6 FANATICS.COM, LLC	0055	794777	030	0125	\$200.00
ABDO PUBLISHING COMPANY	0070	793572	030	0625	\$1,494.04
ABDO PUBLISHING COMPANY	0365	794304	030	0625	\$3,333.72
ACCREDITING COMMISSION	0705	793759	110	6391	\$1,190.00
ACE PARKING MANAGEMENT, INC.	0700	793327	030	0144	\$230.00
ACE TROPHY SHOP	0450	794615	030	7090	\$1,327.29
ADAPTIVEMALL.COM	0788	793526	060	6500	\$4,611.38
ADAPTIVEMALL.COM	0788	793530	060	6500	\$4,611.38
ADI-HONEYWELL INTERNATIONAL	0919	766076	060	8150	\$47.68
ADI-HONEYWELL INTERNATIONAL	1335	794270	350	0917	\$1,277.41
AIR AND LUBE SYSTEMS, INC.	0919	790005	060	8150	\$2,000.00
ALAN MOK ENGINEERING	1060	793458	350	0913	\$2,900.00
ALAN MOK ENGINEERING	1210	793323	060	3213	\$2,900.00
ALL AMERICAN SCOREBOARDS	0055	794601	030	0172	\$592.00
ALL AMERICAN SPORTS USA	0035	793653	030	0172	\$1,030.98
ALL AMERICAN SPORTS USA	0175	793971	030	7090	\$692.44
ALL AMERICAN SPORTS USA	0195	793203	030	7090	\$200.00
ALL AMERICAN SPORTS USA	0310	794818	080	8210	\$3,720.00
ALL AMERICAN SPORTS USA	0417	794232	030	0171	\$220.03
ALL AMERICAN SPORTS USA	0567	794230	030	7090	\$3,860.00
ALL AMERICAN SPORTS USA	0791	793674	060	2600	\$8,334.60
ALL HAZARD EHS, INC.	0919	793453	060	8150	\$800.00
ALL HAZARD EHS, INC.	0924	793325	060	8150	\$5,000.00
ALL SIGNS & SCREEN PRINTING, INC.	0335	793989	030	7090	\$718.76
ALL SIGNS & SCREEN PRINTING, INC.	0335	793992	030	7090	\$3,412.01
ALL SIGNS & SCREEN PRINTING, INC.	0535	793481	030	0172	\$2,000.00
ALLARD'S, INC.	0045	793861	060	6010	\$1,000.00
ALLARD'S, INC.	0060	794368	030	0171	\$500.00
ALLARD'S, INC.	0195	793428	030	7140	\$300.00
ALLARD'S, INC.	0200	793498	060	2600	\$1,000.00
ALLARD'S, INC.	0335	793500	030	0125	\$350.00
ALLARD'S, INC.	0335	793863	030	0125	\$1,000.00
ALLARD'S, INC.	0421	794365	060	4124	\$500.00
ALLARD'S, INC.	0435	794240	060	6010	\$1,000.00
ALLARD'S, INC.	0460	793858	060	6010	\$1,000.00
ALLARD'S, INC.	0727	793665	030	0168	\$850.00
ALLARD'S, INC.	0727	794313	030	0168	\$850.00
ALLARD'S, INC.	0758	794364	030	7091	\$5,000.00
ALLARD'S, INC.	0790	787783	060	2600	\$5,000.00
ALLIED STORAGE CONTAINERS, INC.	0241	793397	030	7090	\$1,500.00

ALLIED STORAGE CONTAINERS, INC.	0700	793461	030	0606	\$342.38
ALLIED STORAGE CONTAINERS, INC.	0700	793538	030	0606	\$2,100.00
ALLIED STORAGE CONTAINERS, INC.	0919	794319	060	8150	\$251.17
A-MARK T-SHIRT, INC.	0005	794376	030	0111	\$1,500.00
A-MARK T-SHIRT, INC.	0045	793933	080	8210	\$2,930.87
A-MARK T-SHIRT, INC.	0070	794696	080	8210	\$1,126.84
A-MARK T-SHIRT, INC.	0135	793554	030	0171	\$591.59
A-MARK T-SHIRT, INC.	0160	794681	030	0172	\$725.00
A-MARK T-SHIRT, INC.	0225	794355	080	8210	\$2,098.74
A-MARK T-SHIRT, INC.	0335	793263	030	7090	\$2,248.26
A-MARK T-SHIRT, INC.	0410	794791	030	0110	\$6,025.34
A-MARK T-SHIRT, INC.	0410	794791	030	0172	\$2,967.71
A-MARK T-SHIRT, INC.	0415	793334	030	7090	\$1,516.90
A-MARK T-SHIRT, INC.	0423	793448	030	7090	\$210.20
A-MARK T-SHIRT, INC.	0430	793914	080	8210	\$552.59
A-MARK T-SHIRT, INC.	0440	784637	030	7090	\$4,000.00
A-MARK T-SHIRT, INC.	0460	793311	080	8210	\$253.54
A-MARK T-SHIRT, INC.	0495	793926	030	7099	\$500.00
A-MARK T-SHIRT, INC.	0619	794250	030	0174	\$3,000.00
A-MARK T-SHIRT, INC.	0755	794617	030	0189	\$300.00
A-MARK T-SHIRT, INC.	0860	793614	030	0694	\$650.10
A-MARK T-SHIRT, INC.	0860	794738	030	0694	\$4,036.04
A-MARK T-SHIRT, INC.	0880	793690	030	0710	\$89.39
A-MARK T-SHIRT, INC.	0880	793690	680	0851	\$357.56
A-MARK T-SHIRT, INC.	0880	793690	690	0861	\$446.94
A-MARK T-SHIRT, INC.	1055	793976	030	0500	\$3,000.00
AMAZON CAPITAL SERVICES	0020	785534	030	7090	\$1,500.00
AMAZON CAPITAL SERVICES	0055	784038	030	0125	\$2,000.00
AMAZON CAPITAL SERVICES	0123	793970	030	7090	\$1,000.00
AMAZON CAPITAL SERVICES	0125	794699	060	9013	\$1,000.00
AMAZON CAPITAL SERVICES	0135	784160	030	7090	\$3,500.00
AMAZON CAPITAL SERVICES	0150	784157	030	7090	\$2,500.00
AMAZON CAPITAL SERVICES	0175	787987	030	7090	\$3,000.00
AMAZON CAPITAL SERVICES	0188	793986	030	7090	\$500.00
AMAZON CAPITAL SERVICES	0220	794405	030	0111	\$400.00
AMAZON CAPITAL SERVICES	0250	794759	080	8210	\$3,105.84
AMAZON CAPITAL SERVICES	0295	794379	030	7090	\$2,500.00
AMAZON CAPITAL SERVICES	0320	789344	080	8210	\$300.00
AMAZON CAPITAL SERVICES	0385	786320	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0415	783547	030	0115	\$2,800.00
AMAZON CAPITAL SERVICES	0417	786417	030	0115	\$1,500.00
AMAZON CAPITAL SERVICES	0421	784704	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0450	788655	030	7090	\$1,500.00
AMAZON CAPITAL SERVICES	0460	794760	030	0110	\$655.50
AMAZON CAPITAL SERVICES	0460	794760	120	6105	\$494.50
AMAZON CAPITAL SERVICES	0480	786371	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0485	776263	030	7090	\$1,000.00

AMAZON CAPITAL SERVICES	0495	787911	030	7090	\$5,000.00
AMAZON CAPITAL SERVICES	0550	785535	030	0110	\$1,000.00
AMAZON CAPITAL SERVICES	0552	786338	030	7090	\$1,800.00
AMAZON CAPITAL SERVICES	0864	784182	030	0695	\$2,000.00
AMAZON CAPITAL SERVICES	1748	794366	060	6300	\$30.49
AMAZON CAPITAL SERVICES	1748	IB000048001	060	6300	\$650.20
AMERICAN MUSIC	0727	793517	030	0168	\$400.00
AMERICAN T'S	0120	793611	030	0172	\$2,915.70
AMERICAN T'S	1400	793282	030	7394	\$1,430.22
AMF BOWLING CENTERS/BOWLERO	0241	794624	030	0118	\$3,587.46
AMF BOWLING CENTERS/BOWLERO	0460	794755	030	7090	\$1,703.91
AMF BOWLING CENTERS/BOWLERO	0701	794817	030	0606	\$4,839.97
ANCORA PUBLISHING	0810	793558	030	0649	\$4,057.71
ARBITER SPORT, LLC	0170	794021	030	0114	\$1,743.00
ARBITER SPORT, LLC	0170	794021	060	3010	\$747.00
ARBOR SCIENTIFIC	0100	793877	030	7140	\$1,091.00
ARBOR SCIENTIFIC	0100	793885	030	7140	\$92.99
ARROW ELECTRIC MOTOR, INC.	0919	792858	060	8150	\$4,469.35
ASSOC. OF TITLE IX ADMIN.	0617	793290	030	0500	\$499.00
AT&T MOBILITY	0480	793329	030	7090	\$107.19
AT&T MOBILITY	0480	AT000053051	030	7090	\$800.00
AT&T MOBILITY	0770	793464	060	6500	\$53.59
AT&T MOBILITY	0852	794460	030	0679	\$53.59
AT&T MOBILITY	0865	794457	030	0500	\$18.52
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	0617	793289	030	0500	\$399.00
AUDEAMUS	0700	794599	060	3010	\$525.76
A-Z BUS SALES, INC.	0925	784025	030	7230	\$9,300.00
B & H PHOTO-VIDEO, INC.	0421	793249	030	7090	\$1,867.72
B & H PHOTO-VIDEO, INC.	0421	794337	060	722E	\$4,832.53
B & H PHOTO-VIDEO, INC.	0455	793248	030	0625	\$202.95
B & H PHOTO-VIDEO, INC.	0601	794305	030	0500	\$4,299.24
B & H PHOTO-VIDEO, INC.	0710	793247	060	6388	\$7,975.31
B & H PHOTO-VIDEO, INC.	0710	793467	060	6388	\$2,952.66
B & H PHOTO-VIDEO, INC.	0710	793469	060	6388	\$1,085.00
B & H PHOTO-VIDEO, INC.	0710	793471	060	6388	\$3,861.54
B & H PHOTO-VIDEO, INC.	0710	793630	060	6388	\$3,175.92
B & H PHOTO-VIDEO, INC.	0758	794206	030	7091	\$8,353.59
BAKER DISTRIBUTING CO.	1910	793917	130	5310	\$4,308.34
BALLOONS ARE EVERYWHERE, INC.	0335	787399	030	0172	\$271.81
BARBA, MARIA	0701	793907	060	3213	\$1,289.00
BARNES & NOBLE, INC.	0045	793316	030	0113	\$343.00
BARNES & NOBLE, INC.	0045	793321	030	0113	\$471.50
BARNES & NOBLE, INC.	0045	794657	030	0113	\$943.00
BARNES & NOBLE, INC.	0045	794659	030	0113	\$700.00
BARNES & NOBLE, INC.	0045	794662	030	0113	\$443.00
BARNES & NOBLE, INC.	0045	794667	030	0113	\$343.00
BARNES & NOBLE, INC.	0060	794449	030	0625	\$1,000.00

BARNES & NOBLE, INC.	0130 794192	030 0625	\$1,500.00
BARNES & NOBLE, INC.	0145 794732	030 7090	\$315.00
BARNES & NOBLE, INC.	0145 794734	030 7090	\$700.00
BARNES & NOBLE, INC.	0150 793925	030 0625	\$2,500.00
BARNES & NOBLE, INC.	0155 794540	030 0113	\$285.00
BARNES & NOBLE, INC.	0155 794543	030 0625	\$1,277.53
BARNES & NOBLE, INC.	0305 794450	030 0625	\$800.00
BARNES & NOBLE, INC.	0315 794498	030 0625	\$1,500.00
BARNES & NOBLE, INC.	0335 793308	060 6500	\$200.00
BARNES & NOBLE, INC.	0335 793309	030 0625	\$3,000.00
BARNES & NOBLE, INC.	0335 793340	030 0125	\$500.00
BARNES & NOBLE, INC.	0335 793342	030 0125	\$250.00
BARNES & NOBLE, INC.	0420 793420	030 0113	\$891.00
BARNES & NOBLE, INC.	0420 793421	030 0113	\$200.00
BARNES & NOBLE, INC.	0420 793423	030 0113	\$700.00
BARNES & NOBLE, INC.	0420 794114	030 0113	\$406.00
BARNES & NOBLE, INC.	0420 794440	030 0113	\$400.00
BARNES & NOBLE, INC.	0420 794441	030 0113	\$497.00
BARNES & NOBLE, INC.	0420 794443	030 0113	\$391.00
BARNES & NOBLE, INC.	0420 794444	030 0113	\$595.50
BARNES & NOBLE, INC.	0420 794491	030 0113	\$500.00
BARNES & NOBLE, INC.	0420 794493	030 0113	\$1,291.00
BARNES & NOBLE, INC.	0420 794494	030 0113	\$400.00
BARNES & NOBLE, INC.	0420 794537	030 0113	\$491.00
BARNES & NOBLE, INC.	0420 794539	030 0113	\$491.00
BARNES & NOBLE, INC.	0420 794815	030 0113	\$700.00
BARNES & NOBLE, INC.	0420 794819	030 0113	\$991.00
BARNES & NOBLE, INC.	0420 794820	030 0113	\$300.00
BARNES & NOBLE, INC.	0430 786178	030 7091	\$500.00
BARNES & NOBLE, INC.	0700 785680	060 3010	\$3,000.00
BARNES & NOBLE, INC.	0700 793534	030 0144	\$419.04
BARNES & NOBLE, INC.	0700 793567	060 3010	\$493.75
BARNES & NOBLE, INC.	0700 794609	060 3213	\$438.68
BARNES & NOBLE, INC.	0710 794034	060 6387	\$3,598.52
BELMONT NURSERY	0421 793333	030 0125	\$750.00
BELMONT NURSERY	0460 794844	080 8210	\$697.77
BELMONT NURSERY	1920 778256	030 0734	\$126.70
BEST PARTY RENTALS	0055 794273	030 0125	\$639.15
BETTER FLOORING, INC.	1490 794253	140 6205	\$9,175.28
BIG 5 SPORTING GOODS	0435 794530	060 6010	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0285 793541	030 7090	\$300.00
BIG 5 SPORTING GOODS CORP.	0455 792604	030 7090	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0791 793857	060 2600	\$998.23
BJ'S KOUNTRY KITCHEN/CEDAR	0460 793752	030 7090	\$800.00
BLAIR, CHURCH, AND FLYNN	1395 794803	350 0916	\$3,990.00
BLICK ART MATERIALS	0185 793480	030 0125	\$666.66
BLICK ART MATERIALS	0727 793463	030 0168	\$849.57



BLICK ART MATERIALS	0727	793466	030	0168	\$847.37
BLICK ART MATERIALS	0727	793470	030	0168	\$700.24
BLICK ART MATERIALS	0727	793472	030	0169	\$403.98
BLICK ART MATERIALS	0727	793726	030	0168	\$848.81
BLUUM USA, INC.	0710	793252	060	6388	\$227.54
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0125	793740	030	0124	\$254.96
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0395	793519	030	7090	\$500.00
BOOMERANG PROJECT, THE	0185	794107	030	0173	\$3,725.00
BOOMERANG PROJECT, THE	0725	794093	030	0173	\$3,725.00
BOOMERANG PROJECT, THE	0725	794104	030	0173	\$6,950.00
BOOMERANG PROJECT, THE	0725	794630	030	0173	\$3,725.00
BOUND TO STAY BOUND	0325	794484	030	0625	\$1,423.23
BRAINPOP.COM, LLC	0210	794413	030	7090	\$3,377.95
BRAINPOP.COM, LLC	0565	794431	060	3010	\$3,795.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0120	794728	030	0111	\$425.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0145	794715	030	7090	\$1,000.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0150	794736	030	0111	\$575.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0175	791389	030	7090	\$350.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0325	794378	030	7090	\$450.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0460	794391	030	7090	\$850.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0758	793738	030	7091	\$700.00
BRIAN SEMSEM	0810	793905	030	0141	\$1,500.00
BRODART CO.	0423	793882	030	0625	\$273.02
BRONCO FOUNDATION	0421	794248	030	0125	\$350.00
BSK & ASSOCIATES	1921	755444	350	0917	\$7,200.00
BSN SPORTS, LLC	0145	794393	030	0172	\$3,293.28
BSN SPORTS, LLC	0185	793376	070	0761	\$2,441.44
BSN SPORTS, LLC	0185	793387	030	0172	\$786.59
BSN SPORTS, LLC	0185	794377	030	0172	\$519.39
BSN SPORTS, LLC	0335	793652	030	0172	\$321.13
BSN SPORTS, LLC	0335	794262	030	0172	\$5,282.64
BSN SPORTS, LLC	0335	794265	030	0172	\$2,841.23
BSN SPORTS, LLC	0335	794268	030	0172	\$8,123.87
BSN SPORTS, LLC	0395	793362	030	0172	\$156.59
BUCHANAN HIGH SCHOOL	0145	794003	030	0172	\$475.00
BUDGET TRUCK RENTAL, LLC	0727	786836	030	0168	\$500.00
BULLARD HIGH SCHOOL	0145	794000	030	0172	\$425.00
BULLARD HIGH SCHOOL	0421	794421	030	0172	\$400.00
BUREAU OF EDUC. RESEARCH	0557	794018	060	4035	\$558.00
BUTLER BRANDING, LLC	0850	793491	030	0681	\$6,000.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0700	794800	060	3213	\$1,196.13
CADA CENTRAL	0060	794302	030	0171	\$35.00
CADA CENTRAL	0123	794060	030	7090	\$35.00
CADA CENTRAL	0415	793628	030	0171	\$35.00
CADA CENTRAL	0726	793286	030	0606	\$1,750.00

CADA CENTRAL	0726	793552	030	0606	\$2,375.00
CALIF. COUNCIL FOR THE SOCIAL STUDIES	0030	793687	030	7090	\$345.00
CALIF. IT IN EDUCATION	0888	794384	030	0140	\$2,550.00
CALIF. PURCHASERS HEALTH CARE COALITION	0880	794051	670	0841	\$8,625.00
CALIFORNIA BUSINESS MACH., INC.	0160	793348	030	0110	\$500.00
CALIFORNIA BUSINESS MACH., INC.	0430	794226	030	7090	\$1,776.26
CALIFORNIA BUSINESS MACH., INC.	0510	793324	030	0110	\$500.00
CALIFORNIA SWEEPERS	1910	793366	130	5310	\$6,000.00
CALVERT CATERING, DBA APPLE SPICE	0123	794193	030	0147	\$400.00
CALVERT CATERING, DBA APPLE SPICE	0225	794380	030	7090	\$1,126.00
CALVERT CATERING, DBA APPLE SPICE	0230	794035	030	0124	\$1,011.45
CALVERT CATERING, DBA APPLE SPICE	0410	794719	030	0111	\$1,515.82
CALVERT CATERING, DBA APPLE SPICE	0430	793886	030	7091	\$600.00
CALVERT CATERING, DBA APPLE SPICE	0550	784636	030	0110	\$310.00
CALVERT CATERING, DBA APPLE SPICE	0710	784516	030	0152	\$3,000.00
CALVERT CATERING, DBA APPLE SPICE	0755	794382	030	0189	\$1,500.00
CAMP OAKHURST, INC.	0725	794249	030	0173	\$8,189.50
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0435	794432	080	8210	\$517.00
CAPTUREIT! IMPRINTING	0265	793508	030	0172	\$5,000.00
CAPTUREIT! IMPRINTING	0265	794359	030	7090	\$3,579.85
CAPTUREIT! IMPRINTING	0265	794693	030	7090	\$530.37
CAPTUREIT! IMPRINTING	0385	794445	030	7090	\$1,107.25
CAREERSAFE, LLC DBA K2SHARE, LLC	0710	794094	060	6388	\$990.00
CARRIER CORPORATION	0880	786968	680	0851	\$4,439.00
CARUTHERS HIGH SCHOOL	0421	793787	030	0172	\$350.00
CASA CORONA	0125	794733	030	0124	\$1,000.00
CASA CORONA	0165	794716	030	0111	\$324.00
CASA CORONA	0265	786033	030	7090	\$258.00
CASA CORONA	0295	794724	030	0111	\$700.00
CASBO PROFESSIONAL DEV.	0919	794001	060	8150	\$900.00
CASTONE ROOFING AND CONSTRUCTION, INC.	0919	793320	060	8150	\$8,372.00
CATE/CALIF. ASSOC. TEACHERS OF ENGLISH	0421	794668	030	7090	\$4,290.00
CATERING BY CHEF PEARSON	0755	793522	030	0176	\$500.00
CDW GOVERNMENT, INC.	0060	794210	030	0625	\$582.67
CDW GOVERNMENT, INC.	0120	793699	060	3010	\$755.82
CDW GOVERNMENT, INC.	0175	793949	030	0625	\$455.88
CDW GOVERNMENT, INC.	0325	794220	030	0625	\$856.51
CDW GOVERNMENT, INC.	0415	793703	030	7090	\$1,361.53
CDW GOVERNMENT, INC.	0421	794642	030	0625	\$1,069.41
CDW GOVERNMENT, INC.	0617	793626	030	0500	\$334.26
CDW GOVERNMENT, INC.	0664	793875	030	0672	\$407.29
CDW GOVERNMENT, INC.	0700	794551	060	3010	\$150.61
CDW GOVERNMENT, INC.	0701	794471	060	3213	\$5,070.78
CDW GOVERNMENT, INC.	0705	793743	110	6391	\$9,657.63
CDW GOVERNMENT, INC.	0705	794272	110	6391	\$319.63
CDW GOVERNMENT, INC.	0755	794296	060	2600	\$1,816.96
CDW GOVERNMENT, INC.	0755	794298	060	2600	\$437.19

CDW GOVERNMENT, INC.	0755	794300	030	0176	\$437.19
CDW GOVERNMENT, INC.	0758	794213	030	7091	\$353.83
CDW GOVERNMENT, INC.	0765	793945	060	3213	\$2,632.91
CDW GOVERNMENT, INC.	0855	794217	030	0670	\$133.09
CDW GOVERNMENT, INC.	0880	793866	680	0851	\$334.26
CDW GOVERNMENT, INC.	0880	793866	690	0861	\$334.26
CDW GOVERNMENT, INC.	0888	793693	030	0149	\$790.12
CDW GOVERNMENT, INC.	0888	793695	030	0149	\$7,042.75
CDW GOVERNMENT, INC.	0890	794563	030	0708	\$1,733.27
CDW GOVERNMENT, INC.	0897	793465	030	0716	\$1,725.43
CDW GOVERNMENT, INC.	0925	793686	030	0188	\$7,281.12
CENTER FOR LAND-BASED LEARNING	0710	794222	030	0152	\$525.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	772156	030	0716	\$845.34
CENTRAL SANITARY SUPPLY CO., INC.	1891	772156A	030	0716	\$20.54
CENTRAL SANITARY SUPPLY CO., INC.	1910	793350	130	5310	\$5,146.63
CENTRAL SANITARY SUPPLY CO., INC.	1910	793351	130	5310	\$817.83
CENTRAL SANITARY SUPPLY CO., INC.	1910	793354	130	5310	\$2,163.75
CENTRAL SANITARY SUPPLY CO., INC.	1910	793357	130	5310	\$5,625.75
CENTRAL SANITARY SUPPLY CO., INC.	1910	793358	130	5310	\$1,298.25
CENTRAL SANITARY SUPPLY CO., INC.	1910	793360	130	5310	\$749.46
CENTRAL STAR MARKETING, LLC	0060	794299	030	0110	\$720.26
CENTRAL STAR MARKETING, LLC	0185	793937	030	0172	\$243.00
CENTRAL STAR MARKETING, LLC	0185	793985	030	0125	\$546.00
CENTRAL STAR MARKETING, LLC	0185	794767	030	0172	\$380.00
CENTRAL STAR MARKETING, LLC	0285	794790	030	0111	\$985.99
CENTRAL STAR MARKETING, LLC	0701	793692	030	0606	\$2,544.52
CENTRAL VALLEY BLACK NURSES ASSOCIATION	0860	793737	030	0694	\$2,000.00
CENTRAL VALLEY SPORTS STITCH & INK	0230	784558	030	7090	\$4,000.00
CENTRAL VALLEY SPORTS STITCH & INK	0450	793380	030	7090	\$310.02
CENTRAL VALLEY SPORTS STITCH & INK	0450	794258	030	7090	\$323.97
CENTRAL VALLEY SPORTS STITCH & INK	0455	793262	030	7090	\$1,110.06
CENTRAL VALLEY SPORTS STITCH & INK	0510	794695	030	7090	\$3,146.48
CENTRAL VALLEY SPORTS STITCH & INK	0530	793182	030	7090	\$1,200.00
CENTRAL VALLEY SPORTS STITCH & INK	0700	793935	030	0144	\$500.00
CHILDREN'S PLUS, INC.	0025	793408	030	0625	\$5,360.96
CHILDREN'S PLUS, INC.	0070	793440	030	0625	\$968.62
CHILDREN'S PLUS, INC.	0075	793399	030	0625	\$7,132.89
CHILDREN'S PLUS, INC.	0225	793442	030	0625	\$4,927.52
CHILDREN'S PLUS, INC.	0320	794511	030	0625	\$7,599.51
CHILDREN'S PLUS, INC.	0340	793404	030	0625	\$7,826.64
CHILDREN'S PLUS, INC.	0380	794508	030	0625	\$3,482.84
CHILDREN'S PLUS, INC.	0765	794504	060	9063	\$1,863.30
CHOCOLATE WISHES AND TREATS	0150	794735	030	0111	\$460.00
CHOCOLATE WISHES AND TREATS	0155	794579	030	0110	\$1,680.00
CHOCOLATE WISHES AND TREATS	0430	794660	030	7090	\$380.00
CHOCOLATE WISHES AND TREATS	0460	794721	030	7090	\$810.00
CHOCOLATE WISHES AND TREATS	0710	794798	030	0152	\$2,000.00

CHURRASCO GRILL	0460	794390	030	7090	\$1,240.99
CIF CENTRAL SECTION	0055	793819	030	0172	\$250.00
CIF CENTRAL SECTION	0395	793796	030	7090	\$155.00
CIF CENTRAL SECTION	0725	793613	030	0179	\$480.00
CITY OF FRESNO	0919	783722	060	8150	\$1,000.00
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0755	794533	030	0189	\$5,800.00
CITY OF FRESNO/FAX	0240	793372	030	7090	\$154.00
CITY OF FRESNO/POLICE DEPT.	0130	793545	030	7090	\$1,005.00
CITY OF FRESNO/POLICE DEPT.	0145	794592	030	7090	\$308.72
CITY OF FRESNO/POLICE DEPT.	0235	793122	030	0123	\$200.00
CITY WITHOUT ORPHANS	0227	793681	060	5632	\$370.00
CKEPUSA, LLC	1910	793378	060	7032	\$6,577.28
CKEPUSA, LLC	1910	793391	060	7032	\$6,577.28
CKEPUSA, LLC	1910	793441	060	7032	\$1,433.26
CKEPUSA, LLC	1910	794402	060	7032	\$9,139.32
CLASSKICK	0241	793578	060	3010	\$6,499.00
CLASSKICK	0580	793297	060	3010	\$1,499.00
CLAWSON MOTORSPORTS	0925	793685	030	7230	\$1,197.07
CLAY MIX	0185	794223	030	0125	\$493.00
CLAY MIX	0727	793724	030	0168	\$442.81
CLOVIS EAST HIGH SCHOOL	0055	794808	030	0172	\$400.00
CLOVIS HIGH SCHOOL	0145	794004	030	0172	\$400.00
CLOVIS HIGH SCHOOL	0145	794007	030	0172	\$750.00
CLOVIS VETERANS MEMORIAL DISTRICT	0810	794793	030	0141	\$170.00
CMEA CENTRAL SECTION	0421	793676	030	0125	\$225.00
COMMUNITY CARE LICENSING	0765	793259	120	6105	\$484.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0175	794782	030	7090	\$304.78
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	793507	120	6105	\$1,060.46
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	793823	120	6105	\$6,659.36
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	793834	120	6105	\$914.36
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	794474	120	6053	\$3,881.77
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	794476	120	6053	\$3,881.77
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	794480	120	6053	\$914.36
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	794482	120	6053	\$914.36
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	794483	120	6053	\$798.77
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0767	794467	120	6105	\$467.70
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	793495	060	6500	\$2,450.06
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	793497	060	6500	\$2,450.06
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	793499	060	6500	\$4,684.79
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	793501	060	6500	\$4,721.35
CORWIN PRESS	0325	794687	030	7090	\$3,816.00
CREDENTIAL NURSE AIDE, LLC	0670	793240	110	6391	\$7,500.00
CRESCO	1910	785043	130	5310	\$5,000.00
CRESCO	1910	793184	130	5310	\$4,100.78
CRESCO	1910	793375	060	7032	\$584.49
CRESCO	1910	793394	060	7032	\$8,391.71

CRESCO	1910	793405	060	7032	\$673.07
CRESCO	1910	793621	060	7032	\$4,409.79
CRESCO	1910	794263	060	7032	\$2,616.65
CRESCO	1910	794324	130	5310	\$975.08
CRESCO	1910	794338	130	5310	\$1,625.20
CRESCO	1910	794348	130	5310	\$3,250.45
CRESCO	1910	794400	060	7032	\$2,220.09
CRESTLINE SPECIALTIES, INC.	0710	793559	030	0152	\$588.78
CRISIS PREVENTION INST, INC.	0810	793447	030	0649	\$6,198.00
CROMER, INC.	0897	793438	030	0716	\$8,209.56
CSADA/CA STATE ATHLETIC DIRECTOR ASSOC.	0395	793766	030	0172	\$60.00
CSLA/CA SCHOOL LIBRARY ASSOC.	0495	793242	030	0625	\$495.00
CURRICULUM ASSOCIATES, INC.	0025	794768	060	3010	\$959.28
DANCE ATTIRE BY EXPRESSIONS	0440	793698	030	7091	\$6,023.74
DAVE & BUSTERS	0567	794698	030	0110	\$2,448.90
DAVE & BUSTERS	0889	794565	030	0709	\$2,994.02
DELI DELICIOUS #11	0185	793848	030	7090	\$1,500.00
DEMCO, INC.	0030	794311	030	0625	\$874.13
DEMCO, INC.	0130	794197	030	0625	\$570.94
DEMCO, INC.	0155	794603	030	0625	\$2,806.93
DEMCO, INC.	0160	793505	030	0625	\$704.99
DEMCO, INC.	0265	793181	030	0625	\$3,062.83
DEMCO, INC.	0320	794143A	030	0625	\$285.04
DEMCO, INC.	0423	793887	030	0625	\$1,577.25
DEMCO, INC.	0430	793919	030	0625	\$552.92
DEMCO, INC.	0550	793689	030	0625	\$737.73
DEMCO, INC.	0700	794524	060	3213	\$1,596.25
DEMCO, INC.	0700	794525	060	3213	\$938.93
DEMCO, INC.	0700	794766	060	3213	\$3,923.33
DEMCO, INC.	0700	794770	060	3213	\$6,666.86
DEMCO, INC.	0700	794774	060	3213	\$6,970.19
DEMCO, INC.	0700	794776	060	3213	\$951.04
DEMCO, INC.	0700	794831	060	3213	\$9,999.89
DEMCO, INC.	0700	794833	060	3213	\$6,041.92
DEMCO, INC.	0700	794836	060	3213	\$2,634.61
DENCO SALES	0130	788812	030	7090	\$110.59
DEVELOPMENT GROUP, INC.	1010	794781	060	3213	\$786.19
DEVELOPMENT GROUP, INC.	1170	794780	060	3213	\$595.60
DI CICCOS/BLACKSTONE	0145	794713	030	7091	\$300.00
DI CICCOS/BLACKSTONE	0785	793753	060	6547	\$469.15
DICICCO'S	0864	793963	030	0695	\$500.00
DICICCOS ITALIAN RESTAURANT	0208	793518	030	7090	\$300.00
DISCOUNT MAGAZINE SUBS SERVICE	0395	793813	030	0625	\$1,084.03
DISCOVERY CENTER, THE	0725	794023	030	0173	\$1,165.00
DJM DRAPERY SERVICE	0710	793330	030	0152	\$5,198.16
DL SIGN SYSTEMS	0335	793312	030	7090	\$1,000.00
DONALD KEITH CAPPELLUTI	0145	794684	060	6385	\$4,000.00

DONALD KEITH CAPPELLUTI	0710	788984	030	0152	\$300.00
DOUBLE TREE INN BY HILTON	0230	793777	030	7090	\$510.00
DOWNTOWN FRESNO PARTNERSHIP	0860	793735	030	0694	\$2,500.00
DT DAVIS ENTERPRISES, LTD	0785	774168	060	6500	\$9.96
DUMONT PRINTING, INC.	0710	794763	030	0152	\$2,000.00
DUMONT PRINTING, INC.	0850	793958	030	0681	\$829.20
DUXBURY SYSTEMS, INC.	0785	794567	060	6500	\$345.00
EAT IT UP CATERING SERVICE, INC.	0241	793415	030	7090	\$915.56
EAT IT UP CATERING SERVICE, INC.	0705	794322	110	6391	\$1,400.00
EDDIE'S BAKERY CAFE	0225	794352	030	7090	\$374.00
EDDIE'S BAKERY CAFE	0355	793532	030	7091	\$165.00
EDDIE'S BAKERY CAFE	0355	793650	030	7091	\$193.50
EDPUZZLE, INC.	0421	794531	030	7090	\$2,740.00
EKC ENTERPRISES, INC.	0919	793502	060	8150	\$5,976.68
EKC ENTERPRISES, INC.	0919	793680	060	8150	\$3,949.88
EKC ENTERPRISES, INC.	0919	794783	060	8150	\$3,478.02
EKC ENTERPRISES, INC.	1015	793707	350	0913	\$1,200.00
EKC ENTERPRISES, INC.	1125	793711	350	0913	\$1,200.00
EKC ENTERPRISES, INC.	1305	793715	350	0913	\$1,200.00
EKC ENTERPRISES, INC.	1919	793624	060	8150	\$4,883.62
ELBOW ROOM, INC.	0864	793954	030	0695	\$1,000.00
ELITE EVENT VENUES, LLC	0765	794372	120	6128	\$1,725.00
ELK GROVE UNIFIED	0145	793997	030	0172	\$350.00
ELSMORE SPORTS, INC.	0395	787482	030	0172	\$100.00
ENERGY RESOURCES	0919	793336	060	8150	\$7,000.00
ENGINEERED TO MAKE A DIFFERENCE	0755	793245	030	0189	\$6,000.00
ENTOURAGE IMAGING, INC.	0230	793450	030	7090	\$3,922.27
ESPECIAL NEEDS, LLC	0788	793520	060	6500	\$29.54
EXPLORE LEARNING, LLC	0102	793619	030	0625	\$828.00
EXPLORE LEARNING, LLC	0145	794414	030	7090	\$2,760.00
EXPLORE LEARNING, LLC	0700	794507	060	3213	\$4,795.00
EXPO DECOR	0865	788697	030	0500	\$571.70
EXPO PARTY RENTAL AND SALES	0421	793679	030	7090	\$961.89
EXPOSURE SPORTS	0860	793821	030	0694	\$2,500.00
FABELA, STEVAN	0925	793906	030	7230	\$162.36
FAMILY PHOTO BOOTH	0455	773416A	030	7090	\$300.00
FAMILY PHOTO BOOTH	0455	793784	030	7090	\$300.00
FAN IN A BOX, LLC	0210	793258	060	3182	\$1,277.61
FAN IN A BOX, LLC	0240	789435	030	0128	\$1,500.00
FAN IN A BOX, LLC	0265	794787	030	7090	\$885.03
FAN IN A BOX, LLC	0340	794616	080	8210	\$2,500.00
FAN IN A BOX, LLC	0485	793977	030	0110	\$3,500.00
FAN IN A BOX, LLC	0710	793547	060	6388	\$811.54
FAN IN A BOX, LLC	0710	793548	060	6388	\$102.74
FARMER BROS. COMPANY	0712	794281	110	6390	\$500.00
FARMERSVILLE HIGH SCHOOL	0185	793733	030	0172	\$300.00
FARMERSVILLE HIGH SCHOOL	0421	793788	030	0172	\$300.00



FASTENAL COMPANY	0919	793750	060	8150	\$733.19
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0601	793416	030	0677	\$700.00
FEC MANAGEMENT, LLC DBA X LANES FRESNO	0420	794847	030	0111	\$1,499.63
FEC MANAGEMENT, LLC DBA X LANES FRESNO	0420	794847	030	0643	\$712.22
FEC MANAGEMENT, LLC DBA X LANES FRESNO	0485	794741	030	0110	\$3,600.15
FIREBAUGH HIGH SCHOOL	0145	793996	030	0172	\$400.00
FIRST STRING SPORTS	0005	793780	030	0113	\$500.00
FIRST STRING SPORTS	0020	794528	030	0172	\$550.00
FIRST STRING SPORTS	0025	793346	030	0172	\$3,223.31
FIRST STRING SPORTS	0055	794594	030	0172	\$499.32
FIRST STRING SPORTS	0075	794700	030	7090	\$6,600.00
FIRST STRING SPORTS	0105	794381	030	0172	\$1,159.68
FIRST STRING SPORTS	0105	794385	030	0172	\$228.45
FIRST STRING SPORTS	0120	788673	030	0172	\$1,000.00
FIRST STRING SPORTS	0155	793746	030	0172	\$1,000.00
FIRST STRING SPORTS	0160	793368	030	0172	\$1,500.00
FIRST STRING SPORTS	0185	793975	030	0172	\$1,017.65
FIRST STRING SPORTS	0235	793540	030	0125	\$2,350.00
FIRST STRING SPORTS	0255	787694	030	0172	\$4,900.00
FIRST STRING SPORTS	0310	793359	030	0172	\$1,000.00
FIRST STRING SPORTS	0370	793369	030	7090	\$1,500.00
FIRST STRING SPORTS	0420	793479	680	0851	\$5,747.51
FIRST STRING SPORTS	0440	793537	030	0172	\$1,100.00
FIRST STRING SPORTS	0530	793768	030	0172	\$1,000.00
FIRST STRING SPORTS	0550	788442	030	0172	\$2,000.00
FIRST STRING SPORTS	0550	793809	030	0172	\$550.00
FIRST STRING SPORTS	0550	793811	030	0172	\$550.00
FIRST STRING SPORTS	1891	793956	030	0716	\$2,971.66
FLINN SCIENTIFIC, INC.	0100	793870	030	7140	\$147.61
FLINN SCIENTIFIC, INC.	0421	794485	030	0125	\$2,601.86
FLINN SCIENTIFIC, INC.	0475	794702	060	3010	\$1,582.67
FOCUS PACKAGING & SUPPLY CO.	1910	794463	130	5310	\$4,300.00
FOLLETT SCHOOL SOLUTIONS, LLC	0055	794208	030	0625	\$562.44
FOLLETT SCHOOL SOLUTIONS, LLC	0090	794637	030	0625	\$227.65
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769471A	060	3213	\$750.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	793779	060	3213	\$3,730.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	793781	060	3213	\$3,250.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1035	785379	060	3213	\$2,415.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1120	793702	350	0913	\$3,425.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1210	794045	060	3213	\$1,310.00
FORESTRY SUPPLIERS, INC.	0710	794399	060	6388	\$1,524.25
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	793615	030	0173	\$2,410.00
FOWLER HIGH SCHOOL	0395	794428	030	0172	\$450.00
FRESNO BEKINS	1255	778014A	350	0913	\$5,369.69
FRESNO BEKINS	1380	794804	060	3213	\$839.81
FRESNO BREAKFAST HOUSE, LLC	0702	785361	060	9075	\$1,000.00
FRESNO CHAFFEE ZOO CORPORATION	0125	793901	030	0124	\$100.00

FRESNO CHAFFEE ZOO CORPORATION	0240	793478	030	7090	\$460.00
FRESNO CHAFFEE ZOO CORPORATION	0725	793673	030	0173	\$1,279.00
FRESNO CHAFFEE ZOO CORPORATION	0725	793793	030	0173	\$480.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0230	793677	030	7090	\$1,000.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0395	794332	030	7090	\$1,075.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	794247	030	0152	\$2,200.00
FRESNO OXYGEN	0130	788328	030	0171	\$429.90
FRESNO TRUCK WORKS, INC.	0919	793364	030	0188	\$2,717.04
FRESNO TRUCK WORKS, INC.	0919	793643	030	0188	\$695.00
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0025	793411	030	0625	\$5,156.95
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0070	793443	030	7091	\$2,082.35
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0235	794276	030	0625	\$931.82
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0395	793829	030	0624	\$500.08
FSS CONTENT TOPCO, LP DBA FOLLETT CONTENT SOLUTIONS, LLC	0423	793833	030	0625	\$1,492.58
G W SCHOOL SUPPLY	0025	789143	060	6010	\$5,000.00
G W SCHOOL SUPPLY	0045	793338	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0045	793389	030	0113	\$243.00
G W SCHOOL SUPPLY	0045	793446	030	0113	\$643.00
G W SCHOOL SUPPLY	0045	793485	030	0113	\$643.00
G W SCHOOL SUPPLY	0045	793486	030	0113	\$400.00
G W SCHOOL SUPPLY	0045	793595	030	0113	\$400.00
G W SCHOOL SUPPLY	0045	793596	030	0113	\$143.00
G W SCHOOL SUPPLY	0045	793600	030	0113	\$243.00
G W SCHOOL SUPPLY	0045	793601	030	0113	\$500.00
G W SCHOOL SUPPLY	0045	793602	030	0113	\$643.00
G W SCHOOL SUPPLY	0045	793603	030	0113	\$300.00
G W SCHOOL SUPPLY	0045	793604	030	0113	\$300.00
G W SCHOOL SUPPLY	0045	793658	030	0113	\$343.00
G W SCHOOL SUPPLY	0045	793660	030	0113	\$443.00
G W SCHOOL SUPPLY	0045	793662	030	0113	\$243.00
G W SCHOOL SUPPLY	0055	794189	030	0625	\$1,000.00
G W SCHOOL SUPPLY	0090	794671	030	0625	\$500.00
G W SCHOOL SUPPLY	0135	793639	060	6500	\$200.00
G W SCHOOL SUPPLY	0145	793924	030	0123	\$200.00
G W SCHOOL SUPPLY	0155	794180	030	0113	\$585.00
G W SCHOOL SUPPLY	0155	794187	030	0113	\$685.00
G W SCHOOL SUPPLY	0155	794188	030	0113	\$250.00
G W SCHOOL SUPPLY	0175	794712	030	0110	\$203.21
G W SCHOOL SUPPLY	0175	794737	030	0110	\$350.00
G W SCHOOL SUPPLY	0175	794749	030	0110	\$200.00
G W SCHOOL SUPPLY	0175	794811	030	0110	\$200.00
G W SCHOOL SUPPLY	0175	794825	030	0625	\$300.00
G W SCHOOL SUPPLY	0188	794451	030	0133	\$400.00

G W SCHOOL SUPPLY	0215 794784	030 0625	\$1,000.00
G W SCHOOL SUPPLY	0220 793605	030 0110	\$150.00
G W SCHOOL SUPPLY	0220 793641	030 0110	\$150.00
G W SCHOOL SUPPLY	0255 793656	030 0625	\$2,000.00
G W SCHOOL SUPPLY	0270 793328	030 0113	\$700.00
G W SCHOOL SUPPLY	0270 793657	030 0113	\$1,428.87
G W SCHOOL SUPPLY	0290 794503	030 0113	\$200.00
G W SCHOOL SUPPLY	0290 794506	030 0113	\$400.00
G W SCHOOL SUPPLY	0290 794509	030 0110	\$123.00
G W SCHOOL SUPPLY	0290 794509	030 0113	\$77.00
G W SCHOOL SUPPLY	0310 785683	030 7090	\$2,000.00
G W SCHOOL SUPPLY	0310 794829	060 6211	\$1,000.00
G W SCHOOL SUPPLY	0320 791147	030 0625	\$115.00
G W SCHOOL SUPPLY	0330 793638	060 6500	\$120.00
G W SCHOOL SUPPLY	0355 794674	080 8210	\$150.00
G W SCHOOL SUPPLY	0385 789167	060 6010	\$500.00
G W SCHOOL SUPPLY	0420 793487	030 0113	\$600.00
G W SCHOOL SUPPLY	0420 793488	030 0113	\$500.00
G W SCHOOL SUPPLY	0420 793592	030 0113	\$500.00
G W SCHOOL SUPPLY	0420 793593	030 0113	\$200.00
G W SCHOOL SUPPLY	0420 793920	030 0113	\$700.00
G W SCHOOL SUPPLY	0420 794434	030 0113	\$591.00
G W SCHOOL SUPPLY	0420 794439	030 0113	\$497.00
G W SCHOOL SUPPLY	0420 794442	030 0113	\$750.00
G W SCHOOL SUPPLY	0420 794446	030 0113	\$300.00
G W SCHOOL SUPPLY	0420 794486	030 0113	\$491.00
G W SCHOOL SUPPLY	0420 794490	030 0113	\$150.00
G W SCHOOL SUPPLY	0420 794492	030 0113	\$300.00
G W SCHOOL SUPPLY	0420 794495	030 0113	\$100.00
G W SCHOOL SUPPLY	0420 794496	030 0113	\$745.00
G W SCHOOL SUPPLY	0420 794535	030 0113	\$393.57
G W SCHOOL SUPPLY	0420 794536	030 0113	\$400.00
G W SCHOOL SUPPLY	0420 794538	030 0113	\$500.00
G W SCHOOL SUPPLY	0420 794821	030 0113	\$200.00
G W SCHOOL SUPPLY	0460 793114	030 0110	\$0.78
G W SCHOOL SUPPLY	0460 793496	030 0110	\$150.00
G W SCHOOL SUPPLY	0460 794827	030 0625	\$316.00
G W SCHOOL SUPPLY	0490 789111	060 6010	\$4,000.00
G W SCHOOL SUPPLY	0495 787638	060 6010	\$300.00
G W SCHOOL SUPPLY	0510 794729	060 6500	\$220.00
G W SCHOOL SUPPLY	0510 794731	060 6500	\$220.00
G W SCHOOL SUPPLY	0727 793648	030 0168	\$105.00
G W SCHOOL SUPPLY	0767 794488	120 6105	\$500.00
G W SCHOOL SUPPLY	0767 794489	120 6105	\$500.00
G W SCHOOL SUPPLY	0790 787645	060 2600	\$2,500.00
GARCIA, ARACELI	0450 794177	030 0172	\$115.12
GEIL ENTERPRISES, INC.	0700 793748	030 0606	\$560.20

GENERATION CHANGERS TITLE 1 COMM. DEV. CNT., INC.	0095	794395	030	0172	\$1,500.00
GENERATION CHANGERS TITLE 1 COMM. DEV. CNT., INC.	0095	794416	030	7090	\$3,000.00
GENERATION CHANGERS TITLE 1 COMM. DEV. CNT., INC.	0095	794423	030	0172	\$1,500.00
GENERATION GENIUS, INC.	0015	794487	030	7091	\$175.00
GILBERT, BRANDON	0055	793805	030	0172	\$77.86
GLACIER REFRIGERATION AND AIR, INC.	0730	794266	030	0656	\$500.00
GOLD STAR FOODS, INC.	1910	794591	130	5310	\$1,414.50
GOLD STAR FOODS, INC.	1910	794595	130	5310	\$2,162.88
GOLF CAR CENTRAL SERVICE	0055	784719	030	7090	\$2,000.00
GOLF CAR CENTRAL SERVICE	0235	784712	030	0125	\$1,750.00
GOOD COMPANY WITH SECOND PLAYERS	0440	793332	030	0115	\$1,000.00
GOPHER	0220	793654	030	7090	\$302.80
GOPHER	0421	794789	060	4124	\$980.79
GOPHER	0700	794604	060	3213	\$4,355.27
GOPHER	0700	794608	060	3213	\$4,355.27
GOPHER	0700	794612	060	3213	\$4,355.27
GOPHER	0700	794614	060	3213	\$4,355.27
GOPHER	0700	794618	060	3213	\$4,355.27
GOPHER	0700	794620	060	3213	\$4,355.27
GOPHER	0700	794621	060	3213	\$4,355.27
GOPHER	0700	794635	060	3213	\$4,355.27
GOPHER	0700	794641	060	3213	\$4,355.27
GOPHER	0700	794646	060	3213	\$4,480.81
GOPHER	0700	794653	060	3213	\$4,480.81
GOPHER	0700	794658	060	3213	\$4,480.81
GOPHER	0700	794664	060	3213	\$4,355.27
GOPHER	0700	794670	060	3213	\$4,480.81
GOPHER	0700	794679	060	3213	\$4,480.81
GOPHER	0700	794682	060	3213	\$4,480.81
GOPHER	0700	794686	060	3213	\$4,338.57
GOPHER	0700	794691	060	3213	\$4,355.27
GOPHER	0700	794701	060	3213	\$4,355.27
GOPHER	0700	794703	060	3213	\$4,355.27
GOPHER	0700	794704	060	3213	\$4,355.27
GOPHER	0700	794707	060	3213	\$4,355.27
GOPHER	0700	794710	060	3213	\$4,355.27
GOPHER	0700	794714	060	3213	\$4,355.27
GOPHER	0700	794718	060	3213	\$4,355.27
GOPHER	0700	794743	060	3213	\$4,480.81
GOPHER	0710	794786	030	0152	\$1,483.75
GOPHER	0790	794053A	060	2600	\$4,756.04
GOPHER	0790	794056A	060	2600	\$4,756.04
GOPHER	0790	794059A	060	2600	\$4,756.04
GOPHER	0790	794061A	060	2600	\$4,756.04
GOPHER	0790	794062A	060	2600	\$4,756.04

GOPHER	0790	794063A	060	2600	\$4,756.04
GOPHER	0790	794065A	060	2600	\$4,756.04
GOPHER	0790	794067A	060	6010	\$4,756.04
GOPHER	0790	794068A	060	6010	\$4,756.04
GOPHER	0790	794069A	060	6010	\$4,756.04
GOPHER	0790	794092A	060	6010	\$4,756.04
GOPHER	0790	794095A	060	6010	\$4,756.04
GOPHER	0790	794096A	060	6010	\$4,756.04
GOPHER	0790	794097A	060	6010	\$4,756.04
GOPHER	0790	794098A	060	6010	\$4,756.04
GOPHER	0790	794099A	060	6010	\$4,756.04
GOPHER	0790	794100A	060	6010	\$4,756.04
GOPHER	0790	794101A	060	6010	\$4,756.04
GOPHER	0790	794102A	060	6010	\$4,756.04
GOPHER	0790	794103A	060	6010	\$4,756.04
GOPHER	0790	794105A	060	6010	\$4,756.04
GOPHER	0790	794106A	060	6010	\$4,756.04
GOPHER	0790	794108A	060	6010	\$4,756.04
GOPHER	0790	794109A	060	6010	\$4,756.04
GOPHER	0790	794110A	060	6010	\$4,756.04
GOPHER	0790	794111A	060	6010	\$4,756.04
GOPHER	0790	794112A	060	6010	\$4,756.04
GOPHER	0790	794113A	060	6010	\$4,756.04
GOPHER	0790	794115A	060	6010	\$4,756.04
GOPHER	0790	794117A	060	6010	\$4,756.04
GOPHER	0790	794118A	060	6010	\$4,756.04
GOPHER	0790	794119A	060	6010	\$4,756.04
GOPHER	0790	794120A	060	6010	\$4,756.04
GOPHER	0790	794121A	060	6010	\$4,756.04
GOPHER	0790	794122A	060	6010	\$4,756.04
GOPHER	0790	794123A	060	6010	\$4,756.04
GOPHER	0790	794125	060	6010	\$4,756.04
GOPHER	0790	794126	060	6010	\$4,756.04
GOPHER	0790	794127	060	6010	\$4,756.04
GOPHER	0790	794129	060	6010	\$4,756.04
GOPHER	0790	794130	060	6010	\$4,756.04
GOPHER	0790	794131	060	6010	\$4,756.04
GOPHER	0790	794132	060	6010	\$4,756.04
GOPHER	0790	794133	060	6010	\$4,756.04
GOPHER	0790	794134	060	6010	\$4,756.04
GOPHER	0790	794135	060	6010	\$4,756.04
GOPHER	0790	794136	060	6010	\$4,756.04
GOPHER	0790	794137	060	6010	\$4,756.04
GOPHER	0790	794138	060	6010	\$4,756.04
GOPHER	0790	794139	060	6010	\$4,756.04
GOPHER	0790	794140	060	6010	\$4,756.04
GOPHER	0790	794141	060	6010	\$4,756.04

GOPHER	0790	794142	060	6010	\$4,756.04
GOPHER	0790	794144	060	6010	\$4,756.04
GOPHER	0790	794146	060	6010	\$4,756.04
GOPHER	0790	794147	060	6010	\$4,756.04
GOPHER	0790	794148	060	6010	\$4,756.04
GOPHER	0790	794149	060	6010	\$4,756.04
GOPHER	0790	794150	060	6010	\$4,756.04
GOPHER	0790	794151	060	6010	\$4,756.04
GOPHER	0790	794152	060	6010	\$4,756.04
GOPHER	0790	794153	060	6010	\$4,756.04
GOPHER	0790	794154	060	6010	\$4,756.04
GOPHER	0790	794155	060	6010	\$4,756.04
GOPHER	0790	794156	060	6010	\$4,756.04
GOPHER	0790	794158	060	6010	\$4,756.04
GOPHER	0790	794160	060	6010	\$4,756.04
GOPHER	0790	794161	060	6010	\$4,756.04
GOPHER	0790	794163	060	6010	\$4,756.04
GOPHER	0790	794164	060	6010	\$4,756.04
GOPHER	0790	794167	060	6010	\$4,756.04
GOPHER	0790	794168	060	6010	\$4,756.04
GOPHER	0790	794169	060	6010	\$4,756.04
GOPHER	0790	794170	060	6010	\$4,756.04
GOPHER	0790	794171	060	6010	\$4,756.04
GOPHER	0790	794173	060	6010	\$4,756.04
GOPHER	0790	794174	060	6010	\$4,756.04
GOPHER	0790	794176	060	6010	\$4,756.04
GOPHER	0790	794184	060	2600	\$4,756.04
GOPHER	0790	794340	060	2600	\$4,756.04
GOTTSCHALK MUSIC CENTER	0417	794290	030	7140	\$300.00
GOTTSCHALK MUSIC CENTER	0727	793419	030	0168	\$136.00
GOTTSCHALK MUSIC CENTER	0727	793430	030	0168	\$235.00
GOTTSCHALK MUSIC CENTER	0727	793524	030	0168	\$320.00
GOTTSCHALK MUSIC CENTER	0727	793982	030	0168	\$210.00
GOTTSCHALK MUSIC CENTER	0727	793983	030	0168	\$210.00
GOTTSCHALK MUSIC CENTER	0727	793990	030	0168	\$235.00
GOTTSCHALK MUSIC CENTER	0727	793991	030	0168	\$290.00
GOTTSCHALK MUSIC CENTER	0727	793994	030	0168	\$525.00
GRADUATE SERVICES, LTD	0055	793313	030	0172	\$1,200.00
GRADUATE SERVICES, LTD	0130	793544	030	7090	\$2,331.15
GRADUATE SERVICES, LTD	0230	794688	030	7090	\$997.05
GRAINGER, INC.	0710	794403	060	6388	\$5,639.40
GRAINGER, INC.	1910	793802	060	7032	\$3,972.99
GRAYBAR ELECTRIC, INC.	1395	793285	350	0913	\$467.61
GRAYBAR ELECTRIC, INC.	1961	793280	350	0917	\$1,427.58
GUJAR CENTER STORE, INC.	0170	793515	060	6010	\$2,500.00
GUJAR CENTER STORE, INC.	0455	794383	060	6010	\$3,300.00
HANDS ON GOURMET, INC.	0796	793612	030	0667	\$5,550.00



HANDS ON GOURMET, INC.	0796	794690	030	0667	\$3,970.00
HARO ENTERTAINMENT	0123	793384	030	0172	\$150.00
HARVARD HOUSE	0440	794019	030	7090	\$3,030.53
HARVARD HOUSE	0727	793422	030	0168	\$600.00
HARVARD HOUSE	0727	793425	030	0168	\$220.00
HARVARD HOUSE	0727	793426	030	0168	\$205.00
HCI SYSTEMS, INC.	0919	793424	060	8150	\$1,628.00
HCI-AUDIOMETRICS	0788	793943	060	6500	\$838.45
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	788185	030	0716	\$477.17
HEART LINK	0664	789043A	030	0188	\$9,155.58
HEATHER RUTOWICZ	0701	793909	060	4035	\$500.00
HEATHER RUTOWICZ	0701	794725	060	4035	\$500.00
HEINEMANN PROFESSIONAL	0617	794375	060	7435	\$8,889.72
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0170	785848	030	7090	\$200.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0320	794357	080	8210	\$500.00
HEWITT'S RESTAURANT	0055	794422	030	0123	\$3,200.00
HEWITT'S RESTAURANT	0220	794730	030	0111	\$1,256.86
HEWITT'S RESTAURANT	0230	793895	030	0124	\$2,315.98
HEWITT'S RESTAURANT	0335	793303	030	0125	\$500.00
HEWITT'S RESTAURANT	0335	793403	060	722C	\$1,500.00
HEWITT'S RESTAURANT	0440	793301	030	0115	\$800.00
HEWITT'S RESTAURANT	0755	786768	060	2600	\$2,000.00
HIGHLAND BEEFALO FARMS, INC.	1910	793944	130	5310	\$9,544.50
HIGHLAND BEEFALO FARMS, INC.	1910	793947	130	5310	\$5,972.40
HIGHLAND HIGH SCHOOL	0145	794810	030	0172	\$275.00
HILLCREST FARM	0725	793385	030	0173	\$5,769.00
HILLCREST FARM	0725	793398	030	0173	\$4,266.00
HILLCREST FARM	0725	793400	030	0173	\$2,403.00
HILLCREST FARM	0725	793483	030	0173	\$3,195.00
HILLCREST FARM	0725	793484	030	0173	\$3,141.00
HILLCREST FARM	0725	793903	030	0173	\$2,286.00
HOOVER HIGH SCHOOL	0145	794006	030	0172	\$475.00
HOOVER HIGH SCHOOL	0145	794814	030	0172	\$650.00
HUNGRY BEAR, INC.	0185	793806	030	7090	\$800.00
HUNGRY BEAR, INC.	0421	793893	030	7090	\$300.00
IDSVOOG, AMY	0732	794025	030	0658	\$126.77
IMAGESTUFF.COM	0565	793993	080	8210	\$118.56
INGRAHAM TROPHIES	0395	793984	030	0125	\$2,500.00
INSURANCE RELIEF	0880	791168	690	0861	\$1,679.00
INTEGRATED DESIGNS BY SOMAM, INC.	1255	757366	350	0913	\$6,000.00
IT'S MY PARTY	0230	793797	030	0124	\$272.50
IT'S MY PARTY	0421	793294	030	7090	\$1,248.90
J & E RESTAURANT SUPPLY, INC.	1910	793185	060	7032	\$5,701.02
J & E RESTAURANT SUPPLY, INC.	1910	793838	130	5310	\$749.00
J & E RESTAURANT SUPPLY, INC.	1910	793867	060	7032	\$985.99
J & E RESTAURANT SUPPLY, INC.	1910	794016	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794022	060	7032	\$866.80

J & E RESTAURANT SUPPLY, INC.	1910	794027	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794037	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794039	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794041	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794046	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794049	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794050	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794052	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794055	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794057	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794066	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794070	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794071	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794072	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794073	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794074	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794076	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794078	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794079	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794081	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794082	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794083	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794084	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794085	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794086	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794087	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794088	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794089	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794090	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794091	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794274	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794277	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794280	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794283	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794285	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794286	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794292	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794293	060	7032	\$866.80
J & E RESTAURANT SUPPLY, INC.	1910	794404	060	7032	\$7,669.99
J & R REGISTRATIONS	0145	793586	060	6385	\$1,275.00
J & R REGISTRATIONS	0395	794042	060	722D	\$1,275.00
J & R REGISTRATIONS	0421	794307	060	722E	\$1,275.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0415	794748	030	0115	\$845.13
J W PEPPER & SONS, INC.	0145	794186	030	7090	\$2,000.00
J W PEPPER & SONS, INC.	0170	794672	030	0115	\$938.41
J W PEPPER & SONS, INC.	0727	793427	030	0168	\$100.00
J W PEPPER & SONS, INC.	0727	793429	030	0168	\$355.00

J W PEPPER & SONS, INC.	0727	793431	030	0168	\$2,000.00
J W PEPPER & SONS, INC.	0727	793459	030	0168	\$144.43
J W PEPPER & SONS, INC.	0727	793649	030	0168	\$200.00
J W PEPPER & SONS, INC.	0727	793988	030	0168	\$355.00
J W PEPPER & SONS, INC.	0417	794289	030	7140	\$300.00
JACQUELINE MARIE TEIXEIRA	0412	794203	060	4035	\$2,500.00
JERICO FIRE PROTECTION	0919	793345	060	8150	\$2,665.00
JOHNNY BALTIERRA, DBA BRIDGE2COLLEGE	0860	794426	030	0694	\$5,000.00
JOHN'S INCREDIBLE PIZZA CO.	0102	794785	030	0172	\$1,000.00
JOHNSTON INDUSTRIAL	0710	793730	060	6387	\$1,771.23
JOHNSTON INDUSTRIAL	0919	767784	060	8150	\$430.00
JOJO'S PARTY RENTALS	0460	793898	030	7090	\$2,320.71
JONES SCHOOL SUPPLY CO.	0320	794242	030	7090	\$65.26
JONES SCHOOL SUPPLY CO.	0567	774765	030	0110	\$52.00
JOOMAG, INC.	0860	793868	030	0694	\$7,452.00
JORGENSEN AND COMPANY, INC.	1891	794336	030	0716	\$780.81
JORGENSEN BATTERIES, INC.	0185	793889	030	0171	\$207.87
JUNIOR LIBRARY GUILD	0315	794407	030	0625	\$2,136.88
JUNIOR LIBRARY GUILD	0395	793663	030	0625	\$4,387.14
KIKKU JAPANESE	0150	794797	030	0111	\$1,500.00
KIKKU JAPANESE	1185	789885	030	0500	\$92.10
KILNERS, INC.	0785	793915	060	6500	\$3,236.82
KING KHAN DRILLING AND CONSTRUCTION	0919	794254	060	8150	\$3,000.00
LA IMPERIAL TAQUERIA	0255	794806	030	0111	\$1,370.63
LA TORTA	0850	785991	030	0681	\$1,000.00
LAKESHORE LEARNING MATERIALS	0150	793503	060	6010	\$315.44
LAKESHORE LEARNING MATERIALS	0155	793815	030	0113	\$738.55
LAKESHORE LEARNING MATERIALS	0155	794582	030	0113	\$598.81
LAKESHORE LEARNING MATERIALS	0155	794610	030	0113	\$1,223.02
LAKESHORE LEARNING MATERIALS	0210	794388	120	6105	\$489.30
LAKESHORE LEARNING MATERIALS	0290	794501	030	0113	\$513.26
LAKESHORE LEARNING MATERIALS	0420	793608	030	0113	\$960.91
LAKESHORE LEARNING MATERIALS	0420	793998	030	0113	\$825.37
LAKESHORE LEARNING MATERIALS	0420	794497	030	0113	\$301.26
LAKESHORE LEARNING MATERIALS	0420	794625	030	0113	\$452.68
LAKESHORE LEARNING MATERIALS	0420	794627	030	0113	\$997.43
LAKESHORE LEARNING MATERIALS	0430	794408	060	6010	\$602.24
LAKESHORE LEARNING MATERIALS	0530	794769	060	6010	\$469.39
LAKESHORE LEARNING MATERIALS	0565	793270	030	7099	\$355.45
LAKESHORE LEARNING MATERIALS	0580	794602	030	7090	\$508.23
LAKESHORE LEARNING MATERIALS	0765	793264	120	6105	\$3,036.08
LAKESHORE LEARNING MATERIALS	0765	793269	120	6105	\$610.08
LAKESHORE LEARNING MATERIALS	0765	793509	120	6105	\$43.78
LAKESHORE LEARNING MATERIALS	0765	793511	120	6105	\$307.06
LAKESHORE LEARNING MATERIALS	0765	793513	120	6105	\$1,471.71
LAKESHORE LEARNING MATERIALS	0765	793782	120	9077	\$1,220.15
LAKESHORE LEARNING MATERIALS	0765	793785	120	6105	\$1,496.39

LAKESHORE LEARNING MATERIALS	0765	793812	120	6105	\$5,134.54
LAKESHORE LEARNING MATERIALS	0765	793818	120	6105	\$2,503.60
LAKESHORE LEARNING MATERIALS	0765	793824	120	6105	\$2,623.98
LAKESHORE LEARNING MATERIALS	0765	793828	120	9085	\$610.96
LAKESHORE LEARNING MATERIALS	0765	793830	120	6105	\$1,643.13
LAKESHORE LEARNING MATERIALS	0765	793831	120	6105	\$3,018.10
LAKESHORE LEARNING MATERIALS	0765	793832	120	6105	\$3,791.64
LAKESHORE LEARNING MATERIALS	0765	793855	120	6053	\$396.19
LAKESHORE LEARNING MATERIALS	0765	794371	060	3213	\$4,582.72
LAKESHORE LEARNING MATERIALS	0765	794452	120	6053	\$559.15
LAKESHORE LEARNING MATERIALS	0765	794453	120	6053	\$559.15
LAKESHORE LEARNING MATERIALS	0765	794469	120	6053	\$264.79
LAKESHORE LEARNING MATERIALS	0765	794475	120	6053	\$182.31
LAKESHORE LEARNING MATERIALS	0765	794477	120	6053	\$1,627.55
LAKESHORE LEARNING MATERIALS	0765	794479	120	6053	\$1,627.55
LAKESHORE LEARNING MATERIALS	0765	794502	120	6105	\$2,417.20
LAKESHORE LEARNING MATERIALS	0765	794516	120	6105	\$1,328.72
LAKESHORE LEARNING MATERIALS	0767	794514	120	6105	\$488.77
LAKESHORE LEARNING MATERIALS	0782	794500	060	6500	\$203.64
LAKESHORE LEARNING MATERIALS	0782	794631	060	6500	\$201.03
LAKESHORE LEARNING MATERIALS	1786	793783	060	6500	\$2,118.37
LAKESHORE LEARNING MATERIALS	1895	793694	120	6053	\$1,318.94
LARSON BROTHERS	0240	794043	030	7090	\$4,375.00
LAZ KARP ASSOCIATES, LLC	0852	784303	030	0679	\$3,500.00
LAZ KARP ASSOCIATES, LLC	0889	786353	030	0709	\$1,000.00
LEARNING A-Z	0090	793390	060	3010	\$4,819.00
LEARNING A-Z	0135	793473	060	6500	\$132.00
LEARNING WITHOUT TEARS	0150	794200	060	6500	\$317.63
LEARNING WITHOUT TEARS	0255	794640	030	0625	\$102.50
LEARNING WITHOUT TEARS	1748	794166	060	6300	\$640.63
LELA'S PIZZERIA, LLC	0485	794033	080	8210	\$1,000.00
LELA'S PIZZERIA, LLC	0550	793527	080	8210	\$1,000.00
LEMOORE HIGH SCHOOL	0145	794813	030	0172	\$450.00
LEMUS DE LA O, MARIA FERNANDA	0725	793934	030	0173	\$225.00
LEON ENVIRONMENTAL SERVICES	1505	793775	060	3213	\$1,650.00
LENER PUBLISHING GROUP, INC. DBA WILLOW LANE	0440	794358	030	0625	\$876.31
LINDSAY ELECTRIC COMPANY	1395	794252	350	0913	\$4,120.00
LINDSAY ELECTRIC COMPANY	1395	794417	350	0913	\$6,130.00
LINDSAY ELECTRIC COMPANY	1395	794807	350	0913	\$2,654.57
LINKA CORPORATION	0165	794717	030	0111	\$330.00
LINKA CORPORATION	0330	794638	030	0111	\$400.00
LINKA CORPORATION	0440	791495	030	7090	\$600.00
LITERACY MINNESOTA	0670	794429	110	6391	\$500.00
LOWE'S	0030	794255	030	7090	\$500.00
LOWE'S	0200	793504	060	2600	\$108.34
LOWE'S	0235	794792	030	0172	\$500.00
LOWE'S	0240	794251	030	7099	\$5,000.00

LOWE'S	0260	793535	030	0734	\$300.00
LOWE'S	0417	793610	030	0625	\$1,000.00
LOWE'S	0421	794261	030	0171	\$400.00
LOWE'S	0422	793574	060	6500	\$220.00
LOWE'S	0430	792817	030	0171	\$300.00
LOWE'S	0450	794586	030	7091	\$800.00
LOWE'S	0455	793257	030	7090	\$897.14
LOWE'S	0700	793275	060	3213	\$200.00
LOWE'S	0710	793266	060	6388	\$7,370.34
LOWE'S	0710	793490	060	6388	\$2,390.40
LOWE'S	0710	793492	060	6388	\$1,141.53
LOWE'S	0710	794499	060	6388	\$1,309.73
LOWE'S	0710	794521	060	6388	\$737.56
LOWE'S	0710	794522	060	6388	\$737.56
LOWE'S	0710	794523	060	6388	\$737.56
LOWE'S	0710	794526	060	6388	\$737.56
LOWE'S	0710	794527	060	6388	\$737.56
LOWE'S	0710	794532	060	6388	\$737.56
LOWE'S	0710	794534	060	6388	\$1,309.73
LOWE'S	0710	794541	060	6388	\$1,309.73
LOWE'S	0710	794544	060	6388	\$1,309.73
LOWE'S	0710	794545	060	6388	\$1,309.73
LOWE'S	0710	794546	060	6388	\$1,309.73
LOWE'S	0895	793563	030	0716	\$227.50
LOWE'S	1910	793570	130	5310	\$293.37
MAD ILLUSTRATORS	0145	794685	030	7090	\$7,140.27
MAD ILLUSTRATORS	0260	794227	030	0172	\$996.82
MAD ILLUSTRATORS	0465	793543	080	8210	\$1,841.95
MAD ILLUSTRATORS	0755	794619	030	0189	\$650.00
MAD ILLUSTRATORS	0755	794626	030	0189	\$300.00
MADERA HIGH SCHOOL	0185	793734	030	0172	\$375.00
MADERA SOUTH HIGH SCHOOL	0185	793349	030	0172	\$375.00
MADERA SOUTH HIGH SCHOOL	0421	794420	030	0172	\$400.00
MAGNETAR.US, INC.	0919	793842	060	8150	\$8,485.02
MAMA MIA PIZZERIA	0165	794706	030	0111	\$846.00
MAMA MIA PIZZERIA	0465	793418	030	0110	\$1,088.92
MAMA MIA PIZZERIA	0755	794647	030	0189	\$175.00
MARBLESOFT, LLC	0785	794558	060	6500	\$97.02
MARBLESOFT, LLC	0786	794557	060	6500	\$97.02
MARIA CRISTINA GONZALES	0700	793845	060	3213	\$800.00
MARIAS TACOS	0601	793417	030	0677	\$700.00
MARISCOS COLIMA	0460	794723	030	7090	\$1,150.00
MARISCOS COLIMA	0550	794312	030	0111	\$1,350.00
MARSH AND MCLENNAN AGENCY	0880	793708	680	0851	\$6,761.00
MARSH AND MCLENNAN AGENCY	0880	793710	680	0851	\$767.55
MATTHEW E. ESPINOZA WATSON	0700	793846	060	3213	\$1,600.00
MAW N PAW BBQ	0265	794392	030	7090	\$1,029.32

MC GRAW-HILL EDUCATION, INC.	0150	792245	060	6500	\$38.35
MC GRAW-HILL EDUCATION, INC.	0150	794629	060	6500	\$429.14
MC GRAW-HILL EDUCATION, INC.	0235	794367	060	3010	\$3,380.17
MC GRAW-HILL EDUCATION, INC.	0325	793618	030	7099	\$663.62
MC GRAW-HILL EDUCATION, INC.	0450	794198	030	7090	\$243.24
MC GRAW-HILL EDUCATION, INC.	0785	794645	060	6500	\$3,924.87
MC GRAW-HILL EDUCATION, INC.	1748	794478	060	6300	\$6,261.23
MCI/LOS CABOS FOODS	1910	793761	130	5310	\$5,215.32
MCKESSON MEDICAL-SURGICAL	0552	788938A	060	9017	\$77.24
MCKESSON MEDICAL-SURGICAL	0730	794044	060	9017	\$678.21
MCLANE H.S. STUDENT BODY	0055	794809	030	0172	\$400.00
MEDICAL E SHOP	0785	784918	060	6500	\$32.98
MEDICAL E SHOP	0785	784921	060	6500	\$32.98
MEDICAL E SHOP	0785	785948	060	6500	\$32.98
MEDITERRANEAN GRILL	0010	784267	030	0115	\$663.00
MEDITERRANEAN GRILL	0385	794575	030	0111	\$1,287.20
MEDITERRANEAN GRILL	0415	793964	030	7090	\$800.00
MEDITERRANEAN GRILL	0421	794427	030	0123	\$2,500.00
MEDITERRANEAN GRILL	0490	794795	030	0111	\$1,309.00
MEDITERRANEAN GRILL	1400	793879	030	7394	\$500.00
MEGA-PRINTS, INC.	0710	794816	030	0152	\$81.26
ME-N-ED'S, INC.	0005	794389	030	0113	\$150.00
ME-N-ED'S, INC.	0010	784224	030	7090	\$1,000.00
ME-N-ED'S, INC.	0015	793894	030	7090	\$500.00
ME-N-ED'S, INC.	0150	783873	030	7090	\$1,500.00
ME-N-ED'S, INC.	0155	793801	030	0113	\$400.00
ME-N-ED'S, INC.	0155	793803	030	0113	\$400.00
ME-N-ED'S, INC.	0155	793804	030	0113	\$600.00
ME-N-ED'S, INC.	0155	794572	030	0113	\$400.00
ME-N-ED'S, INC.	0160	794727	080	8210	\$500.00
ME-N-ED'S, INC.	0170	793523	030	0171	\$500.00
ME-N-ED'S, INC.	0265	792857	030	7090	\$400.00
ME-N-ED'S, INC.	0285	793296	030	7090	\$500.00
ME-N-ED'S, INC.	0335	793302	030	0125	\$750.00
ME-N-ED'S, INC.	0440	794720	030	0115	\$500.00
ME-N-ED'S, INC.	0440	794801	030	7091	\$500.00
ME-N-ED'S, INC.	0490	793560	080	8210	\$500.00
ME-N-ED'S, INC.	0530	794561	080	8210	\$1,500.00
ME-N-ED'S, INC.	0700	794350	030	0144	\$500.00
ME-N-ED'S, INC.	0701	784663	030	0606	\$3,000.00
ME-N-ED'S, INC.	0710	794568	030	0152	\$200.00
ME-N-ED'S, INC.	0755	794639	030	0189	\$500.00
ME-N-ED'S, INC.	0755	794643	030	0189	\$100.00
ME-N-ED'S, INC.	0755	794644	030	0189	\$300.00
ME-N-ED'S, INC.	0755	794649	030	0189	\$500.00
ME-N-ED'S, INC.	0755	794651	030	0189	\$500.00
ME-N-ED'S, INC.	0785	793562	060	6547	\$500.00



ME-N-ED'S, INC.	0785	793741	060	6547	\$500.00
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES	1910	793444	060	7032	\$7,661.00
MESA					
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES	1910	793655	130	5310	\$5,000.00
MESA					
METEOR EDUCATION, LLC	1910	784911	130	5310	\$1,500.00
METRO UNIFORMS AND ACCESSORIES	0664	793706	030	0672	\$1,454.92
MI CAFESITO, LLC	0310	794628	030	0110	\$500.00
MI CAFESITO, LLC	0410	794636	030	0111	\$525.00
MICHAEL K. MCDANIEL	0700	793844	060	3213	\$800.00
MICHAEL'S STORES	0225	794288	060	6010	\$697.42
MICHAEL'S STORES	0295	793959	060	6010	\$2,000.00
MICHAEL'S STORES	0370	793822	030	0625	\$500.00
MICHAEL'S STORES	0395	794705	030	0125	\$500.00
MICHAEL'S STORES	0455	793974	060	6010	\$2,000.00
MICHAEL'S STORES	0567	792003	060	6010	\$1,500.00
MICHAEL'S STORES	0710	794221	030	0152	\$1,650.09
MING HO KITCHEN	0235	794799	030	0172	\$1,200.00
MINUTEMAN PRESS	0710	786317	030	0152	\$904.81
MINUTEMAN PRESS	0790	787155	060	2600	\$3,000.00
MINUTEMAN PRESS	0888	793344	030	0143	\$608.68
MIRACLE PLAYSYSTEMS, INC.	0919	793891	060	8150	\$3,063.60
MIRACLE PLAYSYSTEMS, INC.	0919	793902	060	8150	\$1,799.74
MISSION OAK HIGH SCHOOL	0421	793790	030	0172	\$375.00
MOBILE MINI, INC.	1130	793456	350	0917	\$3,185.14
MOORE TWINING ASSOCIATES, INC.	0710	794064	030	0189	\$5,800.00
MORPHY AWARDS AND SPORTSWEAR	0395	794238	030	0172	\$3,114.22
MORRO BAY HIGH SCHOOL	0185	793373	030	0172	\$200.00
MOVIE LICENSING USA	0435	793936	080	8210	\$550.00
MPS	1748	794344	060	6300	\$3,037.33
MULTI MARKETING CORP., DBA ARCHER AND HOUND	0185	793374	030	0172	\$3,130.00
AD					
MUSIC THEATRE INTERNATIONAL	0727	793786	030	0167	\$5,360.00
MVM'T., INC. DBA MOCHILICIOUS SOCIETY MOBILE	0705	793978	110	6391	\$1,000.00
FOOD DIVISION					
MYOUTCOMES FOR MENTAL WELL BEING, INC.	0326	794012	060	6546	\$7,120.00
NASCO EDUCATION, LLC	0727	793454	030	0169	\$1,216.12
NATIONAL AUTISM RESOURCES, INC.	1786	794179	060	6500	\$222.02
NATIONAL INSTITUTE FOR AUTO SERVICE	0710	788452	060	6388	\$84.49
EXCELLENCE					
NATIONAL RESTAURANT ASSOC.	0710	794584	060	6388	\$2,850.00
NATIONAL RESTAURANT ASSOC.	0710	794708	030	0152	\$1,800.00
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1235	792931	140	6205	\$1,017.40
NEXT GEN MATH, LLC	0480	794424	030	7090	\$2,283.60
NEXT GEN MATH, LLC	0480	794424	030	7091	\$5,328.40
NICK'S CUSTOM GOLF CARS	0185	793918	030	0125	\$265.42
NO SURRENDER FRESNO, LLC	0785	793672	060	9018	\$3,600.00
NORTHERN SPEECH SERVICES, INC.	0782	794029	060	6500	\$209.89

NORTHSTAR PHOTOGRAPHY	0455	793972	060	6010	\$6,800.00
NOTORIOUS GRAFIX	0700	792134	030	0144	\$487.58
NOTORIOUS GRAFIX	0700	793987	030	0144	\$476.74
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0005	793979	030	0172	\$50.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0188	793298	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0188	794318	030	0133	\$300.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0235	793980	060	2600	\$600.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0320	793162	030	0110	\$100.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0385	794320	030	0643	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0421	793636	030	7091	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0421	794181	030	7090	\$250.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0700	793556	030	0144	\$150.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1003809	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1010952	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1016641	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1028502	060	6300	\$90.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1029778	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1030384	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1032230	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1034592	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1035650	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1038529	060	6300	\$90.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1038958	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1039825	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1040860	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1041163	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1043619	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1045526	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1047657	060	6300	\$180.00

NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1048289	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1048620	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1048911	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1051323	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1052920	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1060101	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1063151	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1063843	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1064584	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1065499	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1065579	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1066033	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1067190	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1067965	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1069228	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1070878	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1070961	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074133	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074194	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074322	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074526	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074738	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074840	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074862	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1074966	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1075519	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1077698	060	6300	\$180.00

NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1078047	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1078131	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1078812	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1081621	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1082967	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1084033	060	6300	\$180.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	1748	UC24A1084074	060	6300	\$180.00
OCCUPATIONAL HEALTH CNTR. OF CA	0930	794326	030	0720	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056595	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056596	030	7090	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056625	030	0113	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056723	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056724	030	0113	\$1,546.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056725	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000055638	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056558	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056559	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056560	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056561	030	7091	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056658	030	7091	\$125.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000055809	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056714	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056715	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056716	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056717	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056718	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD000055776	030	7090	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD000056147	060	6010	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056146	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056597	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056598	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056618	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056628	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056629	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056630	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056631	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056632	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056633	030	0110	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD000056659	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056562	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056563	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056564	030	0113	\$943.00

ODP BUSINESS SOLUTIONS, LLC	0045	OD000056565	030	0113	\$943.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056566	030	0113	\$645.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056567	030	0113	\$223.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056568	030	0113	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056569	030	0113	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056570	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056571	030	0113	\$471.50
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056572	030	0113	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056573	030	0113	\$243.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056574	030	0113	\$943.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056575	030	0113	\$543.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056604	030	0113	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056605	030	0113	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056606	030	0113	\$543.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056607	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056608	030	0113	\$443.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056609	030	0113	\$943.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056610	030	0113	\$943.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056611	030	0113	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000056612	030	0113	\$643.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000055627	030	7090	\$6,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056635	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056636	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056637	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056638	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056639	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056684	030	0125	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056691	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056692	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056694	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0075	OD000056554	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0100	OD000056623	060	3010	\$409.49
ODP BUSINESS SOLUTIONS, LLC	0125	OD000056713	030	0124	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000056688	060	6500	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056698	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056699	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056700	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056701	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056702	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056703	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056704	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056705	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056706	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056707	030	7090	\$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056708	030	7090	\$450.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056709	030	7090	\$637.76
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056710	030	7090	\$315.00

ODP BUSINESS SOLUTIONS, LLC	0155	OD000056648	030	0113	\$885.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056649	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056650	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056651	030	0113	\$685.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056653	030	0113	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056654	030	0113	\$546.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056655	030	0113	\$686.19
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056726	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056727	030	0113	\$885.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000056223	060	2600	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000056695	060	6500	\$100.20
ODP BUSINESS SOLUTIONS, LLC	0170	OD000056626	030	0171	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000056006	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000056720	030	0625	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000055933	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056556	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056557	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056616	030	0110	\$275.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056617	030	7091	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056719	030	0110	\$152.00
ODP BUSINESS SOLUTIONS, LLC	0210	OD000056480	060	6010	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056721	030	0172	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0241	OD000055552	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0250	OD000056711	060	6010	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0255	OD000056550	030	0625	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056728	030	0113	\$1,048.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056729	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056730	030	0113	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000056731	030	0113	\$1,371.00
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056226	060	6010	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0305	OD000056647	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0320	OD000056663	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000056619	060	6500	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0330	OD000056687	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056422	030	0125	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056576	030	0125	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056577	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056578	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056579	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056580	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056581	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056582	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056583	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056584	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056585	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056586	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056587	030	0125	\$500.00



ODP BUSINESS SOLUTIONS, LLC	0335	OD000056588	030	0125	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056589	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056590	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056591	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056634	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056662	030	0125	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000055730	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000055860	030	0625	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000056722	060	6500	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0410	OD000056549	030	7091	\$1,090.13
ODP BUSINESS SOLUTIONS, LLC	0415	OD000056613	030	7090	\$584.93
ODP BUSINESS SOLUTIONS, LLC	0417	OD000055832	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056683	030	7140	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056601	030	0113	\$291.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056602	030	0113	\$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056603	030	0113	\$791.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056624	030	0113	\$791.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056664	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056665	030	0113	\$497.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056666	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056667	030	0113	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056668	030	0113	\$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056669	030	0113	\$595.50
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056670	030	0113	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056671	030	0113	\$991.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056672	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056673	030	0113	\$840.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056674	030	0113	\$491.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056675	030	0113	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056676	030	0113	\$789.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056677	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056678	030	0113	\$1,091.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056679	030	0113	\$746.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056680	030	0113	\$1,491.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056681	030	0113	\$1,038.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056682	030	0113	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056690	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056553	060	6500	\$441.24
ODP BUSINESS SOLUTIONS, LLC	0430	OD000055884	030	0625	\$316.33
ODP BUSINESS SOLUTIONS, LLC	0450	OD000055808	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0455	OD000056689	060	6010	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056599	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056600	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000055774	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056686	030	7090	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0490	793401	030	7090	\$2,350.97
ODP BUSINESS SOLUTIONS, LLC	0550	OD000056592	060	6010	\$500.00

ODP BUSINESS SOLUTIONS, LLC	0565	OD000056622	030	7090	\$3,202.91
ODP BUSINESS SOLUTIONS, LLC	0567	OD000055918	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0664	OD000056552	030	0672	\$1,277.13
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056518	030	0606	\$50.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056656	030	0144	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056657	030	0144	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000055700	060	3213	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000056555	060	3213	\$750.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056593	030	0168	\$310.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056594	030	0168	\$130.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD000056696	030	0168	\$254.92
ODP BUSINESS SOLUTIONS, LLC	0732	OD000055630	030	0658	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0732	OD000055630	030	0672	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000056646	030	7091	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056641	120	9055	\$772.28
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056642	120	9055	\$772.28
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056643	120	9055	\$772.28
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056644	120	9055	\$772.28
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056645	120	9055	\$772.28
ODP BUSINESS SOLUTIONS, LLC	0767	OD000056660	120	6105	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0790	OD000056627	060	4124	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0791	OD000056640	060	2600	\$1,625.24
ODP BUSINESS SOLUTIONS, LLC	0850	OD000056712	030	0681	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0880	OD000056614	670	0841	\$383.08
ODP BUSINESS SOLUTIONS, LLC	0890	OD000056697	030	0708	\$732.58
ODP BUSINESS SOLUTIONS, LLC	1060	OD000056693	030	7394	\$300.00
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056620	130	5310	\$204.08
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056621	130	5310	\$75.54
ODP BUSINESS SOLUTIONS, LLC	1921	OD000055577	030	0734	\$1,000.00
ONSHAPE A PTC BUSINESS	0885	794778	030	0143	\$1,500.00
O'REILLY AUTO PARTS	0130	794301	030	7090	\$500.00
ORIGAMI RISK, LLC	0880	793696	690	0861	\$4,000.00
P & R PAPER SUPPLY CO.	1910	794468	130	5310	\$3,012.13
P & R PAPER SUPPLY CO.	1910	794470	130	5310	\$4,851.37
P & R PAPER SUPPLY CO.	1910	794472	130	5310	\$3,001.30
PACE SUPPLY CORP.	0919	793921	060	8150	\$3,348.54
PACIFIC RIM PAINTING CO.	1430	793307	350	0917	\$3,450.00
PANERA BREAD COMPANY	0123	793876	030	0171	\$200.00
PARTY WORKS/BLACKSTONE	0005	794327	030	0171	\$500.00
PARTY WORKS/BLACKSTONE	0285	794842	030	0111	\$200.00
PARTY WORKS/BLACKSTONE	0330	794654	030	0111	\$250.00
PARTY WORKS/W. SHAW	0310	794845	060	6211	\$1,000.00
PARTY WORKS/W. SHAW	0485	793514	030	7090	\$500.00
PARTY WORKS/W. SHAW	0755	794663	030	0189	\$100.00
PATTERSON, MARC	0850	794794	030	0681	\$184.20
PB LOADER CORP.	1920	793355	030	0188	\$5,501.66
PEARSON ASSESSMENTS	0785	794634	060	6547	\$7,406.95

PEARSON EDUCATION	0679	794585	110	3905	\$7,097.45
PEPA'S MEXICAN RESTAURANT	0410	794796	030	0111	\$802.26
PEPA'S MEXICAN RESTAURANT	0410	794796	030	7090	\$605.21
PERFORMANCE HEALTH HOLDINGS, INC.	0725	793377	030	0172	\$574.26
PERIPOLE-BERGERAULT, INC.	0727	793468	030	0168	\$719.11
PERMA BOUND	0130	794726	030	0625	\$1,213.65
PERMA BOUND	0160	793395	030	0625	\$2,883.49
PERMA BOUND	0235	794196	030	0625	\$2,618.02
PERMA BOUND	0380	794512	030	0625	\$3,464.61
PERMA BOUND	0422	793402	030	0625	\$3,930.83
PERMA BOUND	0700	794547	060	3213	\$1,506.12
PERMA BOUND	0700	794548	060	3213	\$1,291.34
PERMA BOUND	0700	794549	060	3213	\$5,352.93
PERMA BOUND	0700	794583	060	3213	\$8,053.29
PETUNIA'S PLACE	0090	794669	030	0625	\$1,500.00
PETUNIA'S PLACE	0100	793631	030	7140	\$400.00
PETUNIA'S PLACE	0220	794369	060	3010	\$493.82
PETUNIA'S PLACE	0235	791144	030	0624	\$500.00
PETUNIA'S PLACE	0305	794194	030	0625	\$1,000.00
PETUNIA'S PLACE	0420	793606	030	0113	\$530.00
PETUNIA'S PLACE	0550	794183	030	0625	\$500.00
PETUNIA'S PLACE	0700	794764	060	3213	\$2,494.57
PETUNIA'S PLACE	1155	794542	030	0625	\$1,000.00
PILGRIM ARMENIAN CONGREGATION	0812	794244	030	0137	\$2,625.00
PINHEIRO, HELDER	0791	794437	060	2600	\$35.39
PIONEER EQUIPMENT COMPANY	0919	793946	060	8150	\$407.56
PIONEER EQUIPMENT COMPANY	0919	793957	060	8150	\$306.21
PLASTIC CONNECTIONS, INC.	1910	794464	130	5310	\$7,003.53
PLATINUM GROUP, THE	1910	793929	130	5310	\$9,905.25
POCKET NURSE MEDICAL SUPPLIES	0710	794294	060	6388	\$8,826.60
POCKET NURSE MEDICAL SUPPLIES	0710	794295	060	6388	\$3,483.40
POCKET NURSE MEDICAL SUPPLIES	0710	794370	060	6388	\$6,093.58
POSITIVE PROMOTIONS, INC.	0365	793799	030	0110	\$371.43
POSITIVE PROMOTIONS, INC.	0365	793800	080	8210	\$1,190.35
PRE SORT CENTER OF STOCKTON, INC.	0795	793306	030	0705	\$1,377.13
PRE SORT CENTER OF STOCKTON, INC.	0795	793310	030	0705	\$3,500.00
PRE SORT CENTER OF STOCKTON, INC.	0860	793414	030	0694	\$2,534.72
PRINT THEORY	0230	787919	030	7090	\$7,500.00
PRINT THEORY	0235	794765	030	0171	\$3,000.00
PRO SOCCER, INC.	0055	793254	030	0123	\$2,708.75
PRO SOCCER, INC.	0145	794397	030	0172	\$1,211.19
PRO SOCCER, INC.	0235	793778	030	0172	\$4,170.00
PRO SOCCER, INC.	0335	793551	030	0172	\$2,000.00
PRO-ED, INC.	0220	794652	030	7090	\$674.60
PROFESSIONAL UTILITY LOCATING	1110	793452	350	0917	\$1,000.00
PROJECT LEAD THE WAY, INC.	0445	793474	030	7090	\$950.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0170	794607	030	0115	\$1,569.50

PRO-SCREEN, INC. SIGNS & GRAPHICS	0250	793705	030	7090	\$3,684.71
PRO-SCREEN, INC. SIGNS & GRAPHICS	0335	794456	030	7090	\$704.86
PRO-SCREEN, INC. SIGNS & GRAPHICS	0450	793697	030	7090	\$2,586.32
PRUDENTIAL OVERALL SUPPLY	1910	778091A	130	5310	\$3,556.78
R/G AWARD SYSTEMS	0100	793939	030	0172	\$750.00
R/G AWARD SYSTEMS	0145	793299	030	0125	\$548.26
R/G AWARD SYSTEMS	0335	793938	030	0172	\$430.15
RAMON LEAL, DBA BOUNCE 2 U DROP	0455	793273	030	7090	\$400.00
RAPTOR TECHNOLOGIES, LLC	0732	794587	030	0658	\$595.93
READING AND BEYOND	0860	793897	030	0694	\$5,000.00
REALITYWORKS, INC.	0710	794458	060	6388	\$3,070.23
RED BRICK RESOURCES, DBA BROAD REACH BOOKS	0440	794330	030	0625	\$654.93
REDWOOD HIGH	0421	794190	030	0172	\$250.00
REFRIGERATION SUPP. DIST.	1910	793609	060	7032	\$4,550.70
REHABMART, LLC DBA REHABMART.COM	0786	793494	060	6500	\$295.15
REHABMART, LLC DBA REHABMART.COM	0788	793516	060	6500	\$1,222.27
REHABMART, LLC DBA REHABMART.COM	0788	793542	060	6500	\$6,176.33
REHABMART, LLC DBA REHABMART.COM	0788	793744	060	6500	\$52.24
REIMER TRANSPORT, INC.	0919	790134	060	8150	\$6,500.00
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1395	793969	350	0913	\$841.77
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1787	776818	350	0917	\$84.00
REPTILE RON ANIMAL PRESENTATIONS	0440	793292	030	7090	\$350.00
RESORT LIFE VENTURES, INC. DBA RESORT LIFE CARS	0235	794024	060	2600	\$5,000.00
RICKS VENDING AND DISTRIBUTING	0410	794386	030	7090	\$1,000.00
RICOH USA, INC.	0075	RL00009023	030	7090	\$9,372.20
RICOH USA, INC.	0335	RL00009311	030	7090	\$1,074.77
RICOH USA, INC.	0415	RL00009188	060	3010	\$6,586.70
RICOH USA, INC.	0422	RL00009197	070	0761	\$1,135.99
RICOH USA, INC.	0480	RL00009312	030	7090	\$492.92
RICOH USA, INC.	0919	RL00009091	030	0712	\$4,243.07
RICOH USA, INC.	0385	794600	030	7090	\$44.92
RICOH USA, INC.	0765	793709	680	0851	\$1,937.35
RMA GEOSCIENCE, INC.	1055	793573	350	0917	\$6,750.00
ROCHESTER 100, INC.	0310	794771	060	6211	\$626.26
ROCKY MOUNTAIN CHOCOLATE FACTORY	0240	794632	030	0128	\$2,500.00
ROD'S LANDSCAPE AND TREE SERVICE, INC.	1920	793300	030	0734	\$9,995.00
ROKKITWEAR	0335	793836	060	722C	\$3,582.59
ROKKITWEAR	0335	793837	060	722C	\$2,917.85
ROOSEVELT HIGH STUDENT BODY	0145	794005	030	0172	\$400.00
ROOSEVELT HIGH STUDENT BODY	0185	794824	030	0172	\$180.00
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0005	793727	030	7091	\$1,858.09
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0145	794598	030	0125	\$568.83
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0150	793335	030	7090	\$1,122.43
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0255	793816	030	0625	\$785.52
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0495	793794	030	7090	\$310.86
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0535	793536	030	7090	\$1,636.07

RUSH ADVERTISING	0430	794510	030	0172	\$702.68
RUSH ADVERTISING	0897	793616	030	0716	\$2,955.33
RUSSEL SIGLER, INC.	0919	793839	060	8150	\$1,850.62
S & S WORLDWIDE	0075	793343	060	6010	\$1,468.31
S & S WORLDWIDE	0150	794237	060	6010	\$225.55
S & S WORLDWIDE	0435	794310	060	6010	\$4,185.52
SALEM ENGINEERING GROUP, INC.	1385	794058	350	0917	\$887.00
SAMCO FREEZER WEAR	1910	794518	130	5310	\$1,019.00
SAN FRANCISCO BOX LUNCH CATERERS	0796	794689	030	0667	\$287.04
SAN JOAQUIN REGION CATA	0412	793688	060	4035	\$325.00
SANGER HIGH SCHOOL	0145	794008	030	0172	\$150.00
SANGER HIGH SCHOOL	0421	793791	030	0172	\$400.00
SCHOLASTIC BOOK FAIRS, INC.	0020	794529	030	0624	\$4,139.55
SCHOLASTIC BOOK FAIRS, INC.	0120	793008	080	8210	\$2,447.47
SCHOLASTIC BOOK FAIRS, INC.	0210	793268	080	8210	\$2,174.94
SCHOLASTIC BOOK FAIRS, INC.	0325	793295	030	0624	\$3,892.18
SCHOLASTIC BOOK FAIRS, INC.	0340	772516A	080	8210	\$2,920.00
SCHOLASTIC BOOK FAIRS, INC.	0470	794339	030	0624	\$4,343.95
SCHOLASTIC BOOK FAIRS, INC.	0530	793271	030	0624	\$2,074.55
SCHOLASTIC BOOK FAIRS, INC.	0530	793817	080	8210	\$3,950.89
SCHOLASTIC BOOK FAIRS, INC.	0550	794678	080	8210	\$1,097.25
SCHOLASTIC BOOK FAIRS, INC.	0567	794297	080	8210	\$2,935.44
SCHOLASTIC, INC.	0617	793580	060	7435	\$1,417.22
SCHOLASTIC, INC.	0796	793629	060	3213	\$8,576.63
SCHOLASTIC LIBRARY PUBLISHING	0055	793579	060	3010	\$833.47
SCHOLASTIC LIBRARY PUBLISHING	0215	794722	030	7090	\$553.00
SCHOLASTIC MAGAZINE	0060	794433	030	7090	\$436.44
SCHOLASTIC MAGAZINE	0160	793386	060	3010	\$3,281.33
SCHOLASTIC MAGAZINE	0200	793622	030	7090	\$2,070.36
SCHOLASTIC MAGAZINE	0430	793281	030	7099	\$1,956.97
SCHOLASTIC MAGAZINE	0475	794505	060	3010	\$230.62
SCHOOL FACILITY CONSULTANTS	0905	788746B	350	0913	\$891.25
SCHOOL FACILITY CONSULTANTS	0905	788746B	350	0916	\$436.25
SCHOOL FACILITY CONSULTANTS	0905	788746B	350	0917	\$528.75
SCHOOL FACILITY CONSULTANTS	0905	788746B	400	0915	\$2,213.75
SCHOOL HEALTH CORPORATION	0552	793747	060	9017	\$75.10
SCHOOL HEALTH CORPORATION	0730	794341	060	9017	\$3,842.43
SCHOOL HEALTH CORPORATION	0786	793745	060	6500	\$299.72
SCHOOL HEALTH CORPORATION	1891	794323	030	0716	\$5,656.84
SCHOOL OUTFITTERS	0020	794666	030	7090	\$2,918.43
SCHOOL OUTFITTERS	0020	794666	030	7091	\$2,918.43
SCHOOL SPECIALTY, LLC	0100	793873	030	7140	\$261.55
SCHOOL SPECIALTY, LLC	0220	754370	030	7090	\$38.38
SCHOOL SPECIALTY, LLC	0220	793881	060	6500	\$124.87
SCHOOL SPECIALTY, LLC	0335	793607	030	0125	\$200.00
SCHOOL SPECIALTY, LLC	0420	794128	030	0113	\$259.57
SCHOOL SPECIALTY, LLC	0455	793315	030	0171	\$400.00

SCHOOL SPECIALTY, LLC	0565	793528	030	7090	\$442.63
SCHOOL SPECIALTY, LLC	0565	793854	030	7099	\$1,007.41
SCHOOL SPECIALTY, LLC	0727	793725	030	0168	\$822.19
SCHOOL SPECIALTY, LLC	1786	794162	060	6500	\$210.71
SCHOOL SPECIALTY, LLC	1891	793776	030	0716	\$4,545.28
SCHOOL SPECIALTY, LLC	1891	794234	030	0716	\$2,446.98
SELLERS, DONALD	0930	794436	030	0720	\$100.00
SHUTTERFLY, LLC	0123	794075	030	7090	\$696.16
SHUTTERFLY, LLC	0235	793546	030	7090	\$5,636.91
SHUTTERFLY, LLC	0415	793241	030	7090	\$2,351.20
SHUTTERFLY, LLC	0417	794673	030	0115	\$2,613.94
SIDEWAYS FIVE	0135	794589	030	0111	\$1,557.58
SIDEWAYS FIVE	0145	794788	030	0123	\$2,499.47
SIDEWAYS FIVE	0145	794788	030	0125	\$5,486.03
SIDEWAYS FIVE	0880	794017	680	0851	\$4,156.51
SIERRA DATA MGMT. AND STORAGE	0880	793890	680	0851	\$1,000.00
SINGH, RANJIT	0930	794435	030	0720	\$79.00
SITEONE LANDSCAPE SUPPLY	0919	793576	060	8150	\$677.84
SMASH BALLOON, LLC	0887	794473	030	0140	\$598.00
SMITH, MARK	0930	794709	030	0720	\$79.00
SOCCER EXPRESS	0185	793973	030	0172	\$446.73
SOCCER EXPRESS	0580	793305	030	0172	\$8,637.85
SOTO CO. RENTAL, LLC	0810	794243	030	0141	\$600.00
SOUTHWEST SCHOOL SUPPLY	1891	794228	030	0716	\$7,247.97
ST. PAUL ARMENIAN CHURCH	0810	793678	030	0649	\$1,034.00
STAGING UNLIMITED, LLC	0727	793623	030	0167	\$685.00
STANFORD UNIVERSITY	0706	794520	030	0157	\$1,075.00
STAR AUTISM SUPPORT, INC.	0150	794246	030	7090	\$2,881.89
STAR AUTISM SUPPORT, INC.	0150	794830	030	0643	\$548.40
STAR AUTISM SUPPORT, INC.	0785	794648	060	6500	\$1,821.15
STAR AUTISM SUPPORT, INC.	0785	794650	060	6547	\$1,821.15
STAR AUTISM SUPPORT, INC.	0785	794655	060	6547	\$1,821.15
STAR AUTISM SUPPORT, INC.	1786	794172	060	6500	\$175.20
STATE CENTER COMMUNITY COLLEGE DISTRICT, DBA REEDLEY COLLEGE	0710	793751	060	6388	\$150.00
STUDIES WEEKLY, INC.	0430	793277	030	7099	\$2,056.92
SUBWAY SANDWICHES/KINGS CANYON	0423	794331	030	7090	\$300.00
SUNNYSIDE DANCEWEAR	0727	793525	030	0168	\$1,000.00
SUNNYSIDE DONUTS	0015	785755	030	7090	\$1,500.00
SUNNYSIDE DONUTS	0020	785550	030	7090	\$600.00
SUNNYSIDE DONUTS	0700	793754	030	0144	\$1,000.00
SUNNYSIDE HIGH ASB	0145	793999	030	0172	\$415.00
SUNNYSIDE HIGH ASB	0145	794430	030	0172	\$400.00
SUNNYSIDE HIGH ASB	0185	794826	030	0172	\$400.00
SUNNYSIDE TROPHY, INC.	0025	794239	030	0172	\$2,000.00
SUNNYSIDE TROPHY, INC.	0102	794374	030	0172	\$300.00
SUNNYSIDE TROPHY, INC.	0460	793965	030	7090	\$1,405.00

SUNNYSIDE TROPHY, INC.	0550	791684	030	0172	\$1,500.00
SUNNYSIDE TROPHY, INC.	0865	794812	030	0500	\$1,000.00
SUPER DUPER PUBLICATIONS	0782	793927	060	6500	\$214.53
TACOS MARQUITOS, INC.	0188	741957A	030	7090	\$239.46
TAYMARK, DBA IT'S ELEMENTARY, DBA ANDERSONS	0565	793966	030	7090	\$205.58
TEACHER'S DISCOVERY	0100	793835	030	7140	\$358.00
TEACHERS FIRST, LLC	0105	794677	030	7090	\$7,320.00
TECH MUSEUM OF INNOVATION	0725	793379	030	0173	\$114.00
TECH MUSEUM OF INNOVATION	0725	793381	030	0173	\$150.00
TECH MUSEUM OF INNOVATION	0725	793382	030	0173	\$510.00
TECH MUSEUM OF INNOVATION	0725	794259	030	0173	\$578.00
TECH MUSEUM OF INNOVATION	0725	794260	030	0173	\$107.00
TEMP ARMOUR REFRIGERATION	0730	794335	060	9017	\$3,432.72
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1505	772250	060	3213	\$8,501.00
TENNIS EXPRESS, LP	0395	793757	030	0172	\$330.75
TEXTBOOK WAREHOUSE, LLC	0810	794038	030	0649	\$1,602.50
THE INSTITUTE FOR MULTI-SENSORY EDUCATION	0310	793955	030	0113	\$125.00
THE MOWERS EDGE	1891	793276	030	0716	\$1,069.41
THE MURDER MYSTERY COMPANY, INC.	0025	794697	030	0111	\$1,439.00
THE PATON GROUP	0710	793789	060	6388	\$1,467.88
THE PRINT DISTRICT	0710	793260	060	6388	\$6,638.60
THE WYRICK BOOK CO.	0380	794406	030	0625	\$3,249.04
THUNDER INFLATABLES, INC.	0440	793293	030	7090	\$990.00
TIFCO INDUSTRIES	0919	790161	060	8150	\$5,000.00
TIM ORMAN, DBA ORMAN STRATEGY AND SOLUTIONS, LLC	0935	794425	030	0188	\$2,625.00
TINCH-HOWARD AIR CONDITIONING	0919	793439	060	8150	\$1,900.94
TOM LITTLE INSPECTIONS	1060	775714	060	3213	\$4,000.00
TORIE L. WEISTON	0810	794077	030	0141	\$3,500.00
TOUCHMATH, LLC	0150	794040	030	0110	\$112.24
TOUCHMATH, LLC	0150	794040	060	6500	\$112.25
TOUCHMATH, LLC	0255	793872	030	0625	\$160.17
TRANE COMPANY	0919	793146	060	8150	\$7,627.26
UC DAVIS DINING SERVICES, DBA UC DAVIS STUDENT HOUSING AND DINING SERVICES	0335	794325	030	7090	\$669.24
ULINE	0025	793807	060	6010	\$680.50
ULINE	0025	793853	060	6010	\$610.88
ULINE	0208	793850	030	0734	\$59.12
ULINE	0220	793326	030	7090	\$1,491.62
ULINE	0710	789027	060	6388	\$84.39
ULINE	1400	793577	030	7394	\$419.17
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY AND COFFEEHOUSE	0865	788223	030	0602	\$400.00
UNIGLOBE TRAVEL	0012	788574	030	0134	\$8,500.00
UNIGLOBE TRAVEL	0030	791586	030	7090	\$805.13
UNIGLOBE TRAVEL	0145	793590	060	6385	\$1,200.00
UNIGLOBE TRAVEL	0170	793460	060	3182	\$2,012.26
UNIGLOBE TRAVEL	0230	792211	030	7090	\$1,212.37



UNIGLOBE TRAVEL	0235	793553	030	0172	\$5,000.00
UNIGLOBE TRAVEL	0235	794308	030	7090	\$2,500.00
UNIGLOBE TRAVEL	0240	794683	060	3010	\$6,744.98
UNIGLOBE TRAVEL	0241	794036	030	7090	\$3,598.20
UNIGLOBE TRAVEL	0412	793632	060	4035	\$4,813.90
UNIGLOBE TRAVEL	0412	794048	060	4035	\$1,009.84
UNIGLOBE TRAVEL	0421	794411	060	722E	\$3,500.00
UNIGLOBE TRAVEL	0423	793243	030	7090	\$2,000.00
UNIGLOBE TRAVEL	0567	793512	030	7090	\$3,500.00
UNIGLOBE TRAVEL	0617	794303	030	0675	\$6,000.00
UNIGLOBE TRAVEL	0619	794031	030	0138	\$5,376.81
UNIGLOBE TRAVEL	0700	793256	060	3010	\$3,538.32
UNIGLOBE TRAVEL	0700	794409	060	3213	\$1,847.20
UNIGLOBE TRAVEL	0702	794373	060	3213	\$5,000.00
UNIGLOBE TRAVEL	0725	793317	030	0170	\$500.00
UNIGLOBE TRAVEL	0726	793314	030	0606	\$9,000.00
UNIGLOBE TRAVEL	0765	793246	120	6105	\$546.64
UNIGLOBE TRAVEL	0765	793251	120	6105	\$546.68
UNIGLOBE TRAVEL	0855	794517	030	0670	\$3,000.00
UNIGLOBE TRAVEL	1795	794032	060	3010	\$1,700.00
UNITED REFRIGERATION, INC.	1910	794571	130	5310	\$1,257.95
UNITED SITE SERVICE, INC.	1395	793892	350	0916	\$3,551.79
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	793651	030	0172	\$7,204.02
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	793728	030	0172	\$414.91
US FEDERATION FOR SPORT CHEERING	0725	794256	030	0172	\$1,064.00
VALLARTA FOOD ENTERPRISES	0005	793410	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	793531	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0015	793671	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0020	794363	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0030	793529	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0035	793646	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0035	793755	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0035	794839	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0045	794316	060	6010	\$500.00
VALLARTA FOOD ENTERPRISES	0055	794418	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0070	793568	060	6010	\$300.00
VALLARTA FOOD ENTERPRISES	0070	794002	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0075	794739	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0095	794346	030	0111	\$500.00
VALLARTA FOOD ENTERPRISES	0100	793664	060	6010	\$38.00
VALLARTA FOOD ENTERPRISES	0100	794576	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0105	793433	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0125	793758	030	0124	\$100.00
VALLARTA FOOD ENTERPRISES	0125	793771	030	0124	\$300.00
VALLARTA FOOD ENTERPRISES	0125	793772	030	0124	\$100.00
VALLARTA FOOD ENTERPRISES	0125	794750	030	0124	\$500.00
VALLARTA FOOD ENTERPRISES	0130	792551	030	7091	\$250.00

VALLARTA FOOD ENTERPRISES	0145	793581	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0145	793582	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0155	793566	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0160	794754	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0170	794282	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0175	794015	030	7091	\$250.00
VALLARTA FOOD ENTERPRISES	0175	794746	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0185	793640	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0185	793642	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0188	794314	030	0133	\$400.00
VALLARTA FOOD ENTERPRISES	0210	793670	060	6010	\$200.00
VALLARTA FOOD ENTERPRISES	0215	793583	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	793584	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	793932	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0220	793669	060	6500	\$50.00
VALLARTA FOOD ENTERPRISES	0235	794159	030	0123	\$200.00
VALLARTA FOOD ENTERPRISES	0235	794345	030	0171	\$300.00
VALLARTA FOOD ENTERPRISES	0285	794832	030	0111	\$314.00
VALLARTA FOOD ENTERPRISES	0310	793589	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0330	794747	030	0111	\$150.00
VALLARTA FOOD ENTERPRISES	0335	792621	030	7090	\$700.00
VALLARTA FOOD ENTERPRISES	0335	793432	060	7220	\$700.00
VALLARTA FOOD ENTERPRISES	0335	793644	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0335	793871	030	7091	\$150.00
VALLARTA FOOD ENTERPRISES	0335	794354	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0355	794742	030	7091	\$250.00
VALLARTA FOOD ENTERPRISES	0370	793555	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0370	794013	030	0172	\$200.00
VALLARTA FOOD ENTERPRISES	0370	794752	030	0172	\$100.00
VALLARTA FOOD ENTERPRISES	0410	794009	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0410	794010	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0410	794278	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0415	793931	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0415	794751	030	0115	\$600.00
VALLARTA FOOD ENTERPRISES	0417	793585	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0417	793852	030	0115	\$100.00
VALLARTA FOOD ENTERPRISES	0421	793756	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0423	794165	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0430	794175	080	8210	\$350.00
VALLARTA FOOD ENTERPRISES	0440	793637	030	0171	\$100.00
VALLARTA FOOD ENTERPRISES	0440	793645	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0440	793647	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0455	793667	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0470	794361	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0470	794838	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0475	793587	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0475	793588	030	7090	\$300.00

VALLARTA FOOD ENTERPRISES	0485	794356	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0490	793434	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0490	793666	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0490	793773	080	8210	\$200.00
VALLARTA FOOD ENTERPRISES	0495	794011	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0510	793591	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0510	794837	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0565	793635	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0565	794353	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0567	794744	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0700	793337	030	0144	\$200.00
VALLARTA FOOD ENTERPRISES	0701	794315	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0705	793304	110	6391	\$500.00
VALLARTA FOOD ENTERPRISES	0727	793318	030	0169	\$200.00
VALLARTA FOOD ENTERPRISES	0727	793322	030	0169	\$200.00
VALLARTA FOOD ENTERPRISES	0727	793435	030	0168	\$600.00
VALLARTA FOOD ENTERPRISES	0755	793633	030	0176	\$100.00
VALLARTA FOOD ENTERPRISES	0785	793930	060	6547	\$1,000.00
VALLARTA FOOD ENTERPRISES	0787	793565	060	6547	\$100.00
VALLARTA FOOD ENTERPRISES	0790	794014	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0790	794753	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0796	793668	030	0667	\$501.40
VALLARTA FOOD ENTERPRISES	0796	793896	030	0667	\$150.00
VALLARTA FOOD ENTERPRISES	0810	793272	030	0649	\$500.00
VALLARTA FOOD ENTERPRISES	0810	794191	030	0141	\$500.00
VALLARTA FOOD ENTERPRISES	0885	794834	030	0140	\$500.00
VALLARTA FOOD ENTERPRISES	0885	794835	030	0140	\$500.00
VALLARTA FOOD ENTERPRISES	0897	794387	030	0716	\$150.00
VALLARTA FOOD ENTERPRISES	0897	794419	030	0716	\$150.00
VALLARTA FOOD ENTERPRISES	1335	793770	030	0500	\$1,000.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1006405	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1007196	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1008297	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1022610	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1023129	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1023217	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1029060	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1032221	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1032867	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1033188	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1033888	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1036819	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1037063	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1038865	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1041647	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1042852	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1043127	060	6300	\$180.00

VALLARTA FOOD ENTERPRISES	1748	UC24A1045416	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1045722	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1046363	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1048370	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1048465	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1048779	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1049575	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1049833	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1050004	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1050263	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1051056	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1052568	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1052732	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1060877	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1060917	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1061039	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1062207	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1062309	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1063518	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1066041	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1067055	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1067292	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1067950	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1067960	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1068075	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1069299	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1069329	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1069595	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1070452	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1070568	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1070651	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1070826	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1071177	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1072203	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1073812	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1073965	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1074441	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1074668	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1074676	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1075316	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1075751	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1075770	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1078480	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1078481	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1080227	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1080642	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1080734	060	6300	\$180.00

VALLARTA FOOD ENTERPRISES	1748	UC24A1081586	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24A1082859	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC24B1052022	060	6300	\$168.01
VALLEY BLUEPRINTS	1270	793769	060	3213	\$262.97
VARSITY SPIRIT FASHION AND SUPPLIES	0435	793388	030	0172	\$1,548.16
VENTURA COUNTY OFFICE OF EDUCATION	0810	793594	030	0640	\$100.00
VENTURA TV, INC.	0785	793187	060	6500	\$915.55
VERBAL JUDO INSTITUTE, INC.	0664	794245	030	0672	\$2,250.00
VINCENT COMMUNICATIONS, INC.	0925	794564	030	0188	\$6,000.00
WARDS NATURAL SCIENCE, INC.	0335	793951	030	0125	\$982.60
WARDS NATURAL SCIENCE, INC.	0335	794515	030	7099	\$804.10
WARDS NATURAL SCIENCE, INC.	0710	794513	060	6388	\$6,069.02
WASHINGTON UNION HIGH SCHOOL	0185	794828	030	0172	\$400.00
WAXIE'S ENTERPRISES, LLC DBA WAXIE SANITARY SUPPLY	0897	794269	030	0716	\$1,454.44
WELLS, BRYAN	0726	793284	030	0606	\$131.23
WESTCOAST PRODUCTS AND DESIGN, LLC	0710	793152	060	6387	\$4,826.66
WESTED	0702	794394	060	9075	\$2,371.55
WESTERN PACIFIC DISTRIBUTORS	0897	793383	030	0716	\$7,328.69
WESTWOODS BBQ & SPICE CO.	0188	793884	030	7090	\$650.09
WESTWOODS BBQ & SPICE CO.	0423	794185	030	7090	\$500.00
WHITE PINE LUMBER	1400	789643	030	7394	\$225.00
WHITIES PET SHOP	0421	793331	030	0125	\$750.00
WILD WATER ADVENTURES	0415	794740	030	0171	\$2,144.02
WOODS, WILLIE	0930	794438	030	0720	\$79.00
YELLOW DOG SIGNS AND GRAPHICS	0791	789133	060	2600	\$4,000.00

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
	Academy for Civil & Entrepreneurial Leadership	0165	Forkner Elementary
0002		0170	Fort Miller Middle
0005	Addams Elementary	0175	Fremont Elementary
0010	Ahwahnee Middle School	0176	Fresno Adventist
0012	Charter School	0181	Fresno City College
0015	Anthony Elementary	0185	Fresno High School
0020	Ayer Elementary	0188	Fulton
0025	Aynesworth Elementary	0190	GATE Office
0030	Baird Middle	0195	Manchester GATE Elementary
0035	Balderas Elementary	0200	Gibson Elementary
0040	Bethune Elementary	0205	Ginsburg
0045	Birney Elementary	0208	Hamilton
0055	Bullard High School	0210	Heaton Elementary
0060	Bullard Talent K-8	0215	Hidalgo Elementary
0070	Burroughs Elementary	0220	Holland Elementary
0075	Calwa Elementary	0225	Homan Elementary
0077	Dewolf West	0227	Homeless
0080	Carver K-8	0228	Suicide Prevention
0089	Cesar Chavez	0230	Cambridge
0090	Centennial Elementary	0235	Hoover High School
0095	Columbia Elementary	0237	Adult Transition Program on Fairmont
0098	Comm-Phoenix Elementary	0240	JE Young Independent Study
0100	Computech	0241	JE Young eLearn Academy
0102	Phoenix Secondary	0250	Jackson Elementary
0105	Cooper Middle School	0255	Jefferson Elementary
0110	Dailey Elementary	0257	Kepler Charter
0120	Del Mar Elementary	0260	King Elementary
0123	Design Science High School	0265	Kings Canyon Middle School
0125	Dewolf High School	0270	Kirk Elementary
0127	Phillip J Patino School of Entrepreneurship	0285	Kratt Elementary
0130	Duncan Polytechnical	0290	Lane Elementary
0135	Easterby Elementary	0295	Lawless Elementary
0140	Eaton Elementary	0302	Professional Learning
0145	Edison High School	0305	Leavenworth Elementary
0150	Ericson Elementary	0310	Lincoln Elementary
0155	Ewing Elementary	0315	Lowell Elementary
0160	Figarden Elementary	0320	Malloch Elementary

**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

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## 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		

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 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 Purchase Orders from November 01, 2023, through November 30, 2023 – Supplemental Report**

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from November 01, 2023, through November 30, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

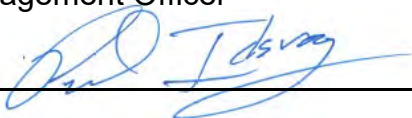
**FINANCIAL SUMMARY:** Funding is noted in the support material.

**PREPARED BY:** Ann Loorz

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



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**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
NOVEMBER 1, 2023 TO NOVEMBER 30, 2023  
RATIFICATION DATE FEBRUARY 7, 2024**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
CA TEACHING FELLOWS FOUNDATION RFQ 23-30 CATEGORY C	1423	794202	060	3182	\$77,178.00
CALIF STATE UNIVERSITY FRESNO PROFESSIONAL SERVICES (GC 53060)	0701	794145	060	5823	\$11,848.50

**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
NOVEMBER 1, 2023 TO NOVEMBER 30, 2023  
RATIFICATION DATE FEBRUARY 7, 2024**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
CALIF. STATE UNIVERSITY FRESNO	0725	793900	030	0173	\$500.00
CSUF/ASSOCIATION	0550	794590	080	8210	\$660.00
FRESNO COUNTY EOC	0785	794360	060	9017	\$364.36
FRESNO COUNTY EOC	0810	794195	030	0141	\$1,398.72
FRESNO COUNTY EOC	0810	794633	030	0141	\$4,875.75



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 2024,

**AGENDA ITEM B-15**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss and Adopt**

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

**TITLE AND SUBJECT:** Discuss and Adopt Proposed Academic Calendars for School Years 2024/25 and 2025/26

**ITEM DESCRIPTION:** Included in the Board binders are Academic Calendar options A and B for the 2024/25 and 2025/26 academic school years. The recommended Academic Calendar is option A. The Option A calendar was preferred by educational partner groups including community members, families, labor partners, and student advisory board.

The recommended 2024/25 and 2025/26 Academic Calendars have been developed to address critical calendar components such as:

- Maintain symmetry between semesters, considering testing windows in second semester.
- Consider state and community college schedules.
- Include reporting periods that provide adequate time to assess and provide feedback to parents and students.
- Strategic placement of Institute/Buy Back days for optimum teacher application of and reflection on learning.
- Align to past years' adopted calendars, keeping consistency for community and staff.

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

**PREPARED BY:** Marie Williams, Ed.D.

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**  
Misty Her



# DRAFT CALENDAR A

## TEACHER INSTITUTE DAYS

August 15 & 16

## DISTRICT BUYBACK DAYS

August 14, 2024

October 18, 2024

March 14, 2025

## INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

## VACATION & HOLIDAYS

Independence Day: July 4

Labor Day: Sept. 2

Veterans' Day: Nov. 11

Thanksgiving: Nov. 25-29

Winter Break: Dec. 23-Jan.10

M.L. King, Jr. Day: Jan. 20

Lincoln's Birthday: Feb. 10

Presidents' Day: Feb. 17

Spring Break: Apr. 14-21

Memorial Day: May 26

Juneteenth: June 19

Independence Day: July 4, 2025

## HOLIDAYS FOR CLASSIFIED PERSONNEL

2024: July 4, Sept. 2, Nov.11,  
Nov. 28 & 29, Dec. 24 & 25.

2025: Jan. 1, Jan 20, Feb. 10,  
Feb. 17, April 18, May 26,  
June 19, July 4

## Board of Education Meetings

are held at the

FUSD Education Center  
2309 Tulare Street, 2<sup>nd</sup> Floor

Public Schools Month — April 2025  
CA Day of the Teacher — May 14, 2025  
Classified Employee Week — May 18-24, 2025

# FRESNO UNIFIED SCHOOL DISTRICT ACADEMIC CALENDAR SCHOOL YEAR 2024-2025

## JULY 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

0

BLACK FIGURES DENOTE DAYS SCHOOL WILL BE IN SESSION

RED FIGURES DENOTE NON-STUDENT DAYS WHEN SCHOOL WILL NOT BE IN SESSION



HOLIDAY



INSTITUTE DAY



NOT IN SESSION



BUYBACK DAY

## AUGUST 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

10

## SEPTEMBER 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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20

## OCTOBER 2024

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27	28	29	30	31		

22

## NOVEMBER 2024

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17	18	19	20	21	22	23
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15

## DECEMBER 2024

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22	23	24	25	26	27	28
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15

## JANUARY 2025

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14

## FEBRUARY 2025

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23	24	25	26	27	28	

18

## MARCH 2025

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20

## APRIL 2025

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16

## MAY 2025

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21

## JUNE 2025

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9

## JULY 2025

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## SCHOOL BEGINS

August 19, 2024

SCHOOL ENDS

June 12, 2025

## Elementary & Secondary Reporting Periods

Oct. 11.....Period 1 ends (39 days)

Dec.20.....Period 2 ends (43 days)

Mar. 21.....Period 3 ends (46 days)

Jun. 12.....Period 4 ends (52 days)

## REPORT TO PARENTS

Sept 16-20.....1<sup>st</sup> Progress Notice

Oct. 15-18.....1<sup>st</sup> Report Card

(Elementary Parent Conferences)

Nov. 12-15.....2<sup>nd</sup> Progress Notice

Jan. 13-17.....2<sup>nd</sup> Report Card

Feb. 18-21.....3<sup>rd</sup> Progress Notice

Mar. 24-28.....3<sup>rd</sup> Report Card

May 5-9.....4<sup>th</sup> Progress Notice

June 12.....4<sup>th</sup> Report Card

## END OF SEMESTER DATES ELEMENTARY & SECONDARY

Dec. 20 (82 days)

June 12 (98 days)

## STANDARDIZED TESTING WINDOW

State Testing  
April 1 - June 12

Traditional School Year - 180 teaching days and 5 non-student days

# DRAFT CALENDAR B

## TEACHER INSTITUTE DAYS

August 8 & 9

## DISTRICT BUYBACK DAYS

August 7, 2024

October 7, 2024

March 3, 2025

## INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

## VACATION & HOLIDAYS

Independence Day: July 4

Labor Day: Sept. 2

Veterans' Day: Nov. 11

Thanksgiving: Nov. 25-29

Winter Break: Dec. 16-Jan. 3

M.L. King, Jr. Day: Jan. 20

Lincoln's Birthday: Feb. 10

Presidents' Day: Feb. 17

Spring Break: Apr. 14-21

Memorial Day: May 26

Juneteenth: June 19

Independence Day: July 4, 2025

## HOLIDAYS FOR CLASSIFIED PERSONNEL

2024: July 4, Sept. 2, Nov. 11,  
Nov. 28 & 29, Dec. 24 & 25.

2025: Jan. 1, Jan 20, Feb. 10,  
Feb. 17, April 18, May 26,  
June 19, July 4

## Board of Education Meetings

are held at the

FUSD Education Center  
2309 Tulare Street, 2<sup>nd</sup> Floor

Public Schools Month April 2025  
CA Day of the Teacher May 14, 2025  
Classified Employee Week May 18-24, 2025

# FRESNO UNIFIED SCHOOL DISTRICT ACADEMIC CALENDAR SCHOOL YEAR 2024-2025

## JULY 2024

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BLACK FIGURES DENOTE DAYS SCHOOL WILL BE IN SESSION

RED FIGURES DENOTE NON-STUDENT DAYS WHEN SCHOOL WILL NOT BE IN SESSION



HOLIDAY



INSTITUTE DAY



NOT IN SESSION



BUYBACK DAY

## AUGUST 2024

S	M	T	W	T	F	S
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## SEPTEMBER 2024

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## OCTOBER 2024

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## NOVEMBER 2024

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## DECEMBER 2024

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## JANUARY 2025

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## FEBRUARY 2025

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## MARCH 2025

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## APRIL 2025

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## MAY 2025

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## JUNE 2025

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## JULY 2025

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**SCHOOL BEGINS**  
**August 12, 2024**  
**SCHOOL ENDS**  
**June 5, 2025**

## Elementary & Secondary Reporting Periods

Oct. 4.....Period 1 ends (39 days)  
Dec. 13.....Period 2 ends (43 days)  
Mar. 14.....Period 3 ends (46 days)  
Jun. 5.....Period 4 ends (52 days)

## REPORT TO PARENTS

Sept. 9-13.....1<sup>st</sup> Progress Notice  
Oct. 8-11.....1<sup>st</sup> Report Card  
(Elementary Parent Conferences)  
Nov. 5-8.....2<sup>nd</sup> Progress Notice  
Jan. 6-10.....2<sup>nd</sup> Report Card  
Feb. 11-14.....3<sup>rd</sup> Progress Notice  
Mar. 17-21.....3<sup>rd</sup> Report Card  
Apr. 28-May 2.....4<sup>th</sup> Progress Notice  
June 5.....4<sup>th</sup> Report Card

## END OF SEMESTER DATES ELEMENTARY & SECONDARY

Dec. 11 (82 days)  
June 5 (98 days)

## STANDARDIZED TESTING WINDOW

State Testing  
April 1 - June 5

Traditional School Year - 180 teaching days and 5 non-student days

# DRAFT CALENDAR A

## TEACHER INSTITUTE DAYS

August 14 & 15

## DISTRICT BUYBACK DAYS

August 13, 2025

October 17, 2025

March 13, 2026

## INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

## VACATION & HOLIDAYS

Independence Day: July 4

Labor Day: Sept. 1

Veterans' Day: Nov. 11

Thanksgiving: Nov. 24-28

Winter Break: Dec. 22-Jan. 9

M.L. King, Jr. Day: Jan. 19

Lincoln's Birthday: Feb. 9

Presidents' Day: Feb. 16

Spring Break: Mar 30-Apr. 6

Memorial Day: May 25

Juneteenth: June 19

Independence Day: July 4, 2026

(Observed July 3, 2026)

## HOLIDAYS FOR CLASSIFIED PERSONNEL

2025: July 4, Sept. 1, Nov. 11,  
Nov. 27 & 28, Dec. 25 & 26.

2026: Jan. 1, Jan 19, Feb. 9,  
Feb. 16, April 3, May 25,  
June 19, July 3

## Board of Education Meetings

are held at the

FUSD Education Center  
2309 Tulare Street, 2<sup>nd</sup> Floor

Public Schools Month April 2026  
CA Day of the Teacher May 13, 2026  
Classified Employee Week May 17-23, 2026

# FRESNO UNIFIED SCHOOL DISTRICT ACADEMIC CALENDAR SCHOOL YEAR 2025-2026

## JULY 2025

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27	28	29	30	31		
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BLACK FIGURES DENOTE DAYS SCHOOL WILL BE IN SESSION

RED FIGURES DENOTE NON-STUDENT DAYS WHEN SCHOOL WILL NOT BE IN SESSION



HOLIDAY



INSTITUTE DAY



NOT IN SESSION



BUYBACK DAY

## AUGUST 2025

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31						
						10

## SEPTEMBER 2025

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28	29	30				
						21

## OCTOBER 2025

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
						22

## NOVEMBER 2025

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## DECEMBER 2025

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## JANUARY 2026

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## FEBRUARY 2026

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## MARCH 2026

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## APRIL 2026

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## SCHOOL BEGINS

August 18, 2025

## SCHOOL ENDS

June 11, 2026

## Elementary & Secondary Reporting Periods

Oct. 10 ..... Period 1 ends (39 days)

Dec. 19 ..... Period 2 ends (43 days)

Mar. 20 ..... Period 3 ends (46 days)

Jun. 11 ..... Period 4 ends (52 days)

## REPORT TO PARENTS

Sept 15-19 ..... 1<sup>st</sup> Progress Notice

Oct. 14-17 ..... 1<sup>st</sup> Report Card

(Elementary Parent Conferences)

Nov 10-14 ..... 2<sup>nd</sup> Progress Notice

Jan. 12-16 ..... 2<sup>nd</sup> Report Card

Feb. 17-20 ..... 3<sup>rd</sup> Progress Notice

Mar. 23-27 ..... 3<sup>rd</sup> Report Card

May 4-8 ..... 4<sup>th</sup> Progress Notice

June 11 ..... 4<sup>th</sup> Report Card

## END OF SEMESTER DATES ELEMENTARY & SECONDARY

Dec. 19 (82 days)

June 11 (98 days)

## STANDARDIZED TESTING WINDOW

State Testing  
April 7 - June 11

Traditional School Year - 180 teaching days and 5 non-student days

# DRAFT CALENDAR B

## TEACHER INSTITUTE DAYS

August 7 & 8

## DISTRICT BUYBACK DAYS

August 6, 2025

October 6, 2025

March 2, 2026

## INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

## VACATION & HOLIDAYS

Independence Day: July 4

Labor Day: Sept. 1

Veterans' Day: Nov. 11

Thanksgiving: Nov. 24-28

Winter Break: Dec. 15-Jan. 2

M.L. King, Jr. Day: Jan. 19

Lincoln's Birthday: Feb. 9

Presidents' Day: Feb. 16

Spring Break: Mar 30-Apr. 6

Memorial Day: May 25

Juneteenth: June 19

Independence Day: July 4, 2026

(Observed July 3, 2026)

## HOLIDAYS FOR CLASSIFIED PERSONNEL

2024: July 4, Sept. 1, Nov. 11,  
Nov. 27 & 28, Dec. 25 & 26.

2025: Jan. 1, Jan 19, Feb. 9,  
Feb. 16, April 3, May 25,  
June 19, July 3

## Board of Education Meetings

are held at the

FUSD Education Center  
2309 Tulare Street, 2<sup>nd</sup> Floor

Public Schools Month — April 2026  
CA Day of the Teacher — May 13, 2026  
Classified Employee Week — May 17-23, 2026

# FRESNO UNIFIED SCHOOL DISTRICT ACADEMIC CALENDAR SCHOOL YEAR 2025-2026

## JULY 2025

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BLACK FIGURES DENOTE DAYS SCHOOL WILL BE IN SESSION

RED FIGURES DENOTE NON-STUDENT DAYS WHEN SCHOOL WILL NOT BE IN SESSION



HOLIDAY



INSTITUTE DAY



NOT IN SESSION



BUYBACK DAY

## AUGUST 2025

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## SEPTEMBER 2025

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## OCTOBER 2025

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## DECEMBER 2025

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## JANUARY 2026

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## FEBRUARY 2026

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## MARCH 2026

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## APRIL 2026

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## MAY 2026

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## JUNE 2026

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## JULY 2026

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August 11, 2025

## SCHOOL ENDS

June 4, 2026

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Dec. 19.....Period 2 ends (43 days)

Mar. 13.....Period 3 ends (46 days)

Jun. 4.....Period 4 ends (52 days)

## REPORT TO PARENTS

Sept 8-12.....1<sup>st</sup> Progress Notice

Oct. 7-10.....1<sup>st</sup> Report Card

(Elementary Parent Conferences)

Nov 3-7.....2<sup>nd</sup> Progress Notice

Jan. 5-9.....2<sup>nd</sup> Report Card

Feb. 6-13.....3<sup>rd</sup> Progress Notice

Mar. 16-20.....3<sup>rd</sup> Report Card

Apr. 27-May.....4<sup>th</sup> Progress Notice

June 4.....4<sup>th</sup> Report Card

## END OF SEMESTER DATES ELEMENTARY & SECONDARY

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June 4 (98 days)

## STANDARDIZED TESTING WINDOW

State Testing  
April 7 - June 4

Traditional School Year - 180 teaching days and 5 non-student days

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: February 07, 2024,

**AGENDA ITEM C-16**

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for seven Board Policies (BP) and one Administrative Regulation (AR) as follows:

BP 1160 Political Processes  
BP 2300 Conflict of Interest Code: Designated Personnel (DELETION)  
BP 5131.2 Anti-Bullying  
BP 5141.52 Suicide Prevention  
AR 5144.1 Suspension and Expulsion/Due Process  
BP 5145.3 Nondiscrimination/Harassment  
BP 5145.7 Sexual Harassment  
BP 6174 Education for English Learners

These revisions meet the California School Boards Association recommendations and best practices. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

**Red strikethrough** – Recommended deletion

**Green font** - CDE/FPM/Legal required change

**Purple font** - Information change

**Blue font** – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services

PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,  
Chief of Staff

DEPUTY SUPERINTENDENT APPROVAL:  
Misty Her





## Fresno Unified Board Policy (BP)1160

### Political Processes

The Governing Board has a responsibility to actively advocate fiscal and public policy that supports the district's schools, ~~its strategic plan,~~ and the children in the community. The Board shall be proactive in defining the district's **advocacy** agenda based on the district's vision and **goals** and the needs of the district and community. The Board's advocacy efforts shall be conducted in accordance with legal requirements. ~~This responsibility may include that of lobbying at the state and national levels. The Board shall inform members of the community about these activities.~~

~~The Board shall identify issues that will affect its schools and the children in its community, establish goals and priorities for legislative advocacy, solicit community input, and adopt legislative positions. The Superintendent or designee shall establish a coordinated plan for carrying out the advocacy agenda, including specific activities, target groups or individuals, staff responsibilities, and timelines.~~

~~The Board may provide members of the community with fair and impartial information which may help them communicate with their legislators about educational and children's issues.~~

~~(cf. 1020 – Youth Services)~~

#### ~~State and Federal Legislation~~

~~The Board may determine how ballot measures may affect the schools. Any Board discussion of the effect such measures would have on the district shall include an opportunity for Board members and members of the public to speak on all sides of the issue. The Board may also adopt positions in support of or in opposition to ballot measures of importance to education.~~

~~(cf. 9223 – Meeting Conduct)~~

#### Ballot Measures/Candidates

No district funds, services, equipment or supplies shall be used to urge the support or defeat of any ballot measure or candidate, **including any candidate for election to the Board**. (Education Code 7054)

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the district's schools at an open and agendaized Board meeting. The Board's discussion of the effect of such **measures shall include an opportunity for** staff and **members of the public to speak on all sides of the issue**. At that meeting, **the Board may adopt a position or resolution in support of or in opposition to a ballot measure**. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal district procedures and consistent with regular district practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

**Individual School Board members may include their name in support of or opposition to a county, city, district, or school measure on a county ballot in accordance with Elections Code 9170.**

The Superintendent or designee may use district **resources to provide funds to furnish** students, parents/guardians and community members with fair and impartial information **related to about the impact of** ballot measures, **including information about the impact of ballot measures** on the



District. (Education Code 7054)

In preparing or distributing such informational material, the Superintendent or designee shall analyze the material to help ensure that it is an appropriate informational activity, provides a fair analysis of the issues, and does not advocate passage or defeat of a measure or candidate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, district resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

*(cf. 1325 - Advertising and Promotion)*

Political activity related to district bond measures shall, in addition to the above, be subject to the following conditions:

1. The Superintendent or designee may research, draft, and prepare a district bond measure or other initiative for the ballot, but shall not use district resources to influence voters or otherwise campaign for the measure.
2. Upon request, Board members and district administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)

If the presentation occurs during working hours, the employee representing the district shall not urge a citizens' group to vote for or against the bond measure.

3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any school measure. (Elections Code 9501)

*(cf. 4119.25 /4219.25/4319.25 Political Activities of Employees)*

*(cf. 9000 - Role of Board and Members)*

*(cf. 9010 - Public Statements)*

~~The Board shall identify issues that will affect its schools and the children in its community, establish goals and priorities for legislative advocacy, solicit community input, and adopt legislative positions. The Superintendent or designee shall establish a coordinated plan for carrying out the advocacy agenda, including specific activities, target groups or individuals, staff responsibilities, and timelines.~~

## Legislation

The Board's responsibility as an advocate for the district may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or the Government Relations administrator, shall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate district positions and concerns.

*(cf. 1400 – Relations Between Other Government Officials/Agencies And The Schools)*

The Board and Superintendent shall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the district may work with organizations and

coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

The district **may provide fair and impartial information** about legislative issues affecting schools and **children** and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the district.

As necessary, the Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the district's interests.

### Legal Advocacy

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the district may join with other districts or parties in order to resolve the issue through litigation or other appropriate means.

### Political Forums

**Forums on political issues may be held in district facilities** ~~may be used for the conduct of forums about ballot measures~~ as long as the forum is made available to all sides of the issues on an equitable basis. (Education Code 7058)

*(cf. 1330 - Use of School Facilities)*

~~Upon request, Board members and district administrators may appear before a citizens' group to discuss reasons that the Board called an election for the issuance of bonds and to answer questions. (Education Code 7054.1)~~

~~(cf. 4119.25 / 4219.25 / 4319.25 Political Activities of Employees)~~  
~~(cf. 9000 - Role of Board and Members)~~  
~~(cf. 9010 - Public Statements)~~

#### Legal Reference:

##### EDUCATION CODE

**7050-7058 Political activities of school officers and employees**

7054 Use of district property

7054.1 Requested Appearance

7056 Soliciting or receiving political funds

~~7058 Use of forum~~

**9170 Ballot label; support and opposition listings**

**9501 School district elections; arguments for or against a measure**

35160 Authority of governing boards

35172 Promotional activities

##### GOVERNMENT CODE

**8314 Unlawful use of state resources**

~~50023 Attending legislature to support or oppose legislation~~

53060.5 Attendance at legislative body; expenses

54953.5 **Audio or video recording of** ~~Right to record~~ proceedings

54953.6 Broadcasts of proceedings

81000-91014~~5~~ Political Reform Act

**82031 Definition of independent expenditure**

Choice-in-Education League et al v. Los Angeles Unified School District (1993) 17 Cal.App.4th 415

Stanson v. Mott (1976) 17 Cal. 3d 206

League of Women Voters v. Countywide Criminal Justice Coordination Committee (1988) 203 Cal.App.3d 529,

**Miller v. Miller, (1978) 87 Cal.App.3d 762**

**Vargas v. City of Salinas, (2009) 46 Cal. 4th 1**

**Yes on Measure A v. City of Lake Forest, (1997) 60 Cal.App.4th 620**

250 Cal. Rptr. 161, rev.den.

73 Ops.Cal.Atty.Gen. 255 (1990)

**88 Ops.Cal.Atty.Gen. 46 (2005)**

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: April 15, 1993 Fresno, California

revised: January 26, 1995

revised: January 30, 1997  
reviewed: September 6, 2001  
revised: Winter \_\_\_\_, 2024

*Policy Section: 1000 Community Relations*

Fresno USD | 2000 | BP 2300 Administration

**Conflict of Interest Code: Designated Personnel**

The Governing Board shall designate those positions that participate in decisions which may affect individual financial interests. Employees holding these positions shall report their financial interests and be disqualified from participating in financial decisions as specified in the district's Conflict of Interest Code.

(cf. 9270 - Conflict of Interest Code)

Legal Reference:

GOVERNMENT CODE

1090-1097 Prohibitions applicable to specified officers

1125-1128 Incompatible activities

82028 Definitions "Gift"

82030 Definitions "Income"

82033 Definitions "Interest in real property"

82034 Definitions "Investment"

87100-87500 Conflicts of interest

87200-87210 Disclosure

87300-87313 Conflict of interest codes

91000-91015 Enforcement

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 12, 1992 Fresno, California

reviewed: May 23, 2000

## Fresno Unified Board Policy (BP) 5131.2

### Anti-Bullying

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the **Governing** Board and the Superintendent in enacting policies and procedures that govern the district.

The **Governing** Board recognizes the harmful effects of bullying on **student well-being**, student learning and school attendance and desires to provide **a welcoming, safe, and supportive** school environments that protects students from physical, **mental**, and emotional harm. ~~District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No individual or group of students shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.~~

(cf. 5131 – Conduct)  
 (cf. 5136 – Gangs)  
 (cf. 5145.3 – Nondiscrimination/Harassment)  
 (cf. 5145.7 – Sexual Harassment)  
 (cf. 5145.9 – Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900 (Internet, social media, or other technologies using a telephone, computer, or any wireless communication device). Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 – Freedom of Speech/Expression)  
 (cf. 6163.4 – Student Use of Technology)

**The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of** ~~shall be developed with involvement of key stakeholders including~~ students, parents/guardians, and staff, ~~and~~ **As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective joint strategies to promote safety in schools and the community.** ~~and to provide services for alleged victims and perpetrators of bullying.~~

**Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan, and other applicable district and school plans.**

(cf. 0420 – School Plans/Site Councils)  
 (cf. 0450 – Comprehensive Safety Plan)  
 (cf. 0460 – Local Control and Accountability Plan)  
 (cf. 1220 – Citizen Advisory Committees)  
 (cf. 1400 – Relations between Other Governmental Agencies and the Schools)  
 (cf. 6020 – Parent Involvement)  
 (cf. 1020 – Youth Services)

#### **Bullying Prevention**

~~To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.~~

(cf. 5137—Positive School Climate)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4—Student Use of Technology)

(cf. 6142.8—Comprehensive Health Education)

(cf. 6142.94—History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, medical information, color, marital status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

- 1.—Discuss the diversity of the student body and school community, including their varying immigration experiences
- 2.—Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
- 3.—Identify the signs of bullying or harassing behavior
- 4.—Take immediate corrective action when bullying is observed
- 5.—Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131—Staff Development)

(cf. 4231—Staff Development)

(cf. 4331—Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

### Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2—Guidance/Counseling Services)

## Filing of Complaints and Investigation

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 – Sexual Harassment.

*(cf. 1312.3 – Uniform Complaint Procedure)*

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. ~~When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.~~

The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying. ~~When circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.~~

~~If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.~~

~~If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.~~

## Discipline

~~Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.~~

~~(cf. 5138 – Conflict Resolution/Peer Mediation)~~

~~(cf. 5144 – Discipline)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~(cf. 6159.4 – Behavioral Interventions for Special Education Students)~~



Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.3 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:

BUSINESS CODE

22589-22589.4 Cyberbullying Protection Act

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289.5 School Comprehensive safety plans

32283.5 Bullying; online training

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 School discipline rules

46600 Student transfers

48900-48925 Suspension or expulsion

48985 Translation of Notices to parents in language other than English

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-46870 Uniform complaint procedures

UNITED STATES CODE TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Section 504; Designation of responsible employee for Section 504 and adoption of grievance procedures

106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F. Supp. 2d 1094

Lavine v. Blaine School District, (2010) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010 Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public schools; Kindergarten Through Grade twelve, 2008 Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear Colleague

letter: Harassment and Bullying, October 2010

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 5, 2013 Fresno, California

Revised: June 17, 2015

Revised: June 13, 2018

Revised: December 18, 2019

Revised: April 6, 2022

Revised: Winter \_\_\_, 2024

Policy Section: 5000 Students

## **Fresno Unified Board Policy (BP) 5141.52**

### **Suicide Prevention**

The Governing Board knows that suicide is a tragedy that affects young people, families and communities. All adults can help stop suicide. Adults at the school who speak with students may be a big help to students when they are having thoughts about dying.

The district will talk with parents, experts, and read the county mental health plan to learn more about the type of help students need. If a K-6 student who has Medi-Cal benefits needs help, the district will work with the county mental health plan. The district will also make sure it knows what other people in the community are doing to help students.

Teachers and other adults at school will learn about suicide awareness and prevention. ~~recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.~~

~~Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.~~

~~This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."~~

~~In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.~~

The Superintendent or Designee has developed and implemented preventive strategies and intervention procedures that include the following:

#### **Overall Strategic Plan for Suicide Prevention**

The district will talk with parents, experts, and read the county mental health plan to learn more about what help students need. Science shows talking about the prevention of suicide works to prevent attempts. ~~The governing board which serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017–18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses; and suicide~~

prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures relating to suicide prevention, intervention, and postvention. The superintendent or designee has also collaborated with Fresno County Department of Behavioral Health, Fresno County Superintendent of Schools, and/or city governments in an effort to align district policy with any existing community suicide prevention plans. (Education Code Section 215(a)(1))

The district's policy on pupil suicide prevention in grades 7-12, inclusive, is readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (Education Code Section 234.6(b)(1))

The governing board which serves pupils in kindergarten and grades 1 to 6, inclusive, has, before the beginning of the 2020-21 school year, adopted, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; the county mental health plan, school-employed mental health professional, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures related to suicide prevention, intervention, and postvention. (Education Code Section 215(a)(2)(A))

The policy for pupils in kindergarten and grades 1 to 6, inclusive, has been written to ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a pupil who is a Medi-Cal beneficiary. (Education Code Section 215(a)(2)(C))

The district's policy on pupil suicide prevention in kindergarten and grades 1 to 6, inclusive, is accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy (Education Code Section 234.6(b)(2))

**A specific person at the district and each school will be in charge of making sure the plan is being implemented.** To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

#### Resources:

The K-12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide. Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

## Prevention

### A. Messaging about Suicide Prevention

**Talking about suicide works to prevent the number of attempts. The district will check with experts to make sure they use the best information.** Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Fresno Unified along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

#### Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at

~~<http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california>~~

~~• For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/how-use-social-media>~~

### **Suicide Prevention Training and Education**

~~The Fresno Unified School District along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.~~

~~Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).~~

### **B. Training:**

**Teachers and other adults will learn about suicide awareness and prevention.**

#### **Training:**

- **Once a year adults will be taught how to notice if students are thinking about suicide.**
- **Adults at school will learn about**
  - **What to look for;**
  - **How to talk with students about suicide;**
  - **Who to call when someone is thinking about suicide;**
  - **Information about the feelings of students at school.**
  - **The plan to help students, staff, and others deal with their feelings when a suicide or suicide attempt occurs;**
  - **How to look for patterns in data from surveys and other places.**
- **The district will do its best to help students who are at higher risk of suicide.**

**Students who might be at higher risk are students who know someone who died by suicide; students with disabilities; students with mental illness; students who use drugs or alcohol; students who are homeless or who are in foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. The people who do the work will be experts.**

**People who work for the district will only do the jobs they are allowed to do. People who work for the district should not try to detect or treat mental illness unless they have been trained how.**

**There will be some people specially trained to help students that are thinking about suicide.**

- ~~• At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.~~
- ~~• All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year to year based on previous professional development activities and emerging best practices. (Education Code Section 215(a)(4))~~
- ~~• At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training utilizing Signs of Suicide. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;~~

- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
  - District approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - District approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
  - Responding after a suicide occurs (suicide postvention);
  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
  - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care;
  - Youth who have suffered traumatic experiences;

#### Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>
- Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at <http://www.qprinstitute.com/>
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at

<https://www.livingworks.net/safetalk/>

- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>
- Signs of Suicide (SOS) for school staff uses video and interactive tools to teach adults how to recognize warning signs and risk factors for suicide, engage in appropriate caring conversations, and keep a student safe while connecting them to qualified school staff. See at the Web site <https://www.mindwise.org/sos-for-school-staff/>

#### Employee Qualifications and Scope of Services

The policy shall be written to ensure that school employees act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code Section 215(a)(5))

#### D. Training for experts-Specialized Staff Training (Assessment)

The experts will have lessons on how to better help students who are thinking of suicide. The district will do its best to help students who are at higher risk of suicide. Students who might be at higher risk are students who know someone who died of suicide; students with disabilities; students with mental illness; students who use drugs or alcohol; students who are homeless or who are in foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by the Fresno Unified School District.

#### Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amr>
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/asist/>

#### E. Parents, Guardians, and Caregivers Participation and Education

The district will give families information on the different reasons why students might think of suicide. The district will also give families ideas on ways to help students. The signs of suicide will also be shared with families. The district will make sure families know how concerning the problem of suicide is. The district will also tell families about what the district is doing to help. The district will remind families to talk to people at the school if they think they know a student who might be thinking of suicide. The district will share with them who else might be able to help.

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Fresno Unified School District suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Fresno Unified Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

#### Resource:

- ~~Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their students may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>~~

#### F. Student Participation and Education

- The schools will use Social Emotional Learning curriculum/lessons to teach students about their feelings and how to ask for help when they need it.
- The schools will use Positive Behavior Intervention Systems (PBIS) to create positive and welcoming schools and provide supports to all students (including activities and other ways to make students feel like a part of the school and know that teachers and others at school care for them and want them to do well.
- The school will teach students how to deal with upsetting situations. This will also include lessons on how to stay calm and manage big or overwhelming feelings even when things go wrong. Finally, students will be taught the warning signs of what to look for when others are considering suicide.
- The schools will use a Multi-Tiered System of Support (MTSS) to find out which students need more support and give it to those students that need it.
- The schools encourage students to tell teachers and other adults when they are thinking of suicide or when they think another student might be thinking of suicide.
- The school will help students when they tell someone they are thinking of suicide or try to die by suicide.

~~Fresno Unified School District along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.~~

~~Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:~~

- ~~Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;~~
- ~~Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.~~
- ~~The content of the education shall include:~~
  - ~~Coping strategies for dealing with stress and trauma;~~
  - ~~How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;~~
  - ~~Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;~~
  - ~~Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.~~

~~Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).~~

~~The Fresno Unified School District has supported the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on-Campus High School Clubs).~~

#### Resources:

- ~~More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>~~



- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>
  - Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>
  - Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>
  - Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>
  - Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. <https://www.mindwise.org/sos-signs-of-suicide/>
- The policy for students in grades K-6, inclusive, is age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code Section 215(a)(2)(B))

#### Resources:

Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The Second Step Program teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem-solving. <https://www.secondstep.org/elementary-school-curriculum>

#### Intervention, Assessment, Referral

A wellness provider or administrator will be called if any adult thinks a student might be thinking of suicide. They will help.

##### ●—Staff

A Fresno Unified School Mental Health Team Member who has received advanced training in suicide intervention shall be designated as the suicide prevention liaison. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the School Mental Health Team Member. If this member is unavailable, the staff shall promptly notify the SPED department. The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the site administrator who will notify the School Mental Health Team.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a

~~school-sponsored activity.~~

~~• If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)~~

#### A. Parents, Guardians, and Caregivers

~~Information for families will be shared so they know what to do and where to go for help. A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.~~

#### B. Students

~~Students should tell teachers and other adults when they are thinking of suicide or when they think another student might be thinking of suicide. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. The crisis intervention procedures are as follows:~~

#### C. Parent Notification and Involvement

~~The school will check with families to make sure any student who was thinking of suicide is continuing to get help.~~

~~If families do not get help, then the school will call to see if they can do anything to help. If the families still do not get help for their student who is at risk for suicide, the Child Protective Services will be called.~~

#### Action Plan for In-School Suicide Attempts

~~If a suicide is tried at school here are things the adults will do:~~

- ~~• Stay with the student;~~
- ~~• Remain calm;~~
- ~~• Move all other students out of the area;~~
- ~~• Contact the principal or wellness provider;~~
- ~~• Call 911 and give them as much information as they you know;~~
- ~~• Do what you can to help the student;~~
- ~~• Call the family;~~
- ~~• Listen and talk with the student;~~
- ~~• Let them know there is help;~~
- ~~• Be ok if the student doesn't want to talk;~~
- ~~• Be patient with the student;~~
- ~~• Let the student know you will not tell everyone. Just the people who can help will be told;~~
- ~~• If appropriate, let the student go home with the parents or another person specially trained.~~

#### Respond Immediately

~~A.—Report Concerns of suicidal thoughts or behaviors to the site administrator immediately. A district-employed School Mental Health Team Member who is assigned to serve at the school site and is certified in FUSD approved suicide assessment tools and intervention will be contacted. Only district-employed mental health professionals trained in the district approved suicide risk assessment tool (C-SSRS) can complete a suicide risk assessment. For an overview of this process, see Appendix—Site Crisis Decision Tree~~

~~B.—Supervise the student at all times. Ensure that students sent to the office for assessment are always accompanied by a staff member.~~

~~C.—If the student has made a suicide attempt at school that requires immediate medical attention, call 911 and contact the site designated Health Services staff member as soon as possible. The Site Mental Health Team will determine whether the student is able to participate in a suicide risk assessment and proceed with the steps below.~~

~~Assess for Suicide Risk Gather information: The administrator should gather essential background information that~~

will help with assessing the student's risk for suicide (i.e. student's actions or words that led to the concern, copies of any concerning writings, drawings, text messages, or social media).

A. ~~Complete C-SSRS: The designated School Mental Health Team member will meet with the student to complete the C-SSRS. Based on the information gathered, the assessing party will collaborate with at least one other designated School Mental Health Team member to identify the level of risk as determined by responses to the C-SSRS and develop a plan of action.~~

#### ~~Parental Notification and Involvement~~

~~Fresno Unified School District shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:~~

- ~~• After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.~~
- ~~• If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Fresno County Child Protective Services (CPS) to report abuse/neglect of the youth: (559) 600-6400, Fax (559) 266-2463~~

#### ~~Action Plan for In-School Suicide Attempts~~

~~If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:~~

- ~~• Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;~~
- ~~• Move all other students out of the immediate area;~~
- ~~• Immediately contact the administrator or School Mental Health Team;~~
- ~~• Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;~~
- ~~• If needed, provide medical first aid until a medical professional is available;~~
- ~~• Parents/guardians/caregivers should be contacted as soon as possible;~~
- ~~• Do not send the student away or leave them alone, even if they need to go to the restroom;~~
- ~~• Listen and prompt the student to talk;~~
- ~~• Review options and resources of people who can help;~~
- ~~• Be comfortable with moments of silence as you and the student will need time to process the situation;~~
- ~~• Provide comfort to the student;~~
- ~~• Promise privacy and help, and be respectful, but do not promise confidentiality;~~
- ~~• Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.~~

#### D. What will happen when a [suicide attempt](#) is made away from school

If a suicide is tried away from school, here are things the adults will do:

- [Call the family;](#)
- [Talk to the family about how the school can help;](#)
- [Get permission from the family to share information with the people at school who can help;](#)
- [Pick an adult to be the one who talks to the adults outside of school who are helping](#)
- [Work with the family to make a plan to help the student with their problems;](#)
- [Work with family to bring the student back to school when it is appropriate.](#)

#### ~~Action Plan for Out-of-School Suicide Attempts~~

~~If a suicide attempt by a student is outside of Fresno Unified School property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:~~

- ~~• Contact the parents/guardians/caregivers and offer support to the family;~~

- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

## E. Supporting Students after a Mental Health Crisis

After the crisis has happened adults will:

- Treat suicide seriously and stay calm;
- Listen to the student;
- Not argue with the student;
- Offer hope and let the student know they are safe, and help is coming;
- Get the student help;
- Keep talking to people who care for the student.

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

## F. Coming back to School After a Suicide Attempt

When a kid comes back after they say they are going to try suicide the adults will:

- Get permission from family to share information with the people at school who can help;
- Ask the student and family if there is anything the school can do to make coming back to school easier;
- Let the teachers know if the student will miss any days;
- Let the student make up any schoolwork;
- Keep talking to the student to make sure they are feeling better;
- Work with the family and student to keep getting help.

### Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;

- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

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- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
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A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

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#### G. Responding After a Suicide Death (Postvention)

If a student or adult dies by suicide, the adults at the school will:

- Make sure it is true and not a rumor before responding;
- Call the family;
- Have a meeting of the adults chosen to respond;
- Talk to all the people who work at the school;
- Talk to the students who knew the student or adult.
- Share things that will help students feel better.
- Make sure others get help if they are thinking of doing the same thing.

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The District crisis response team for the Fresno Unified School District shall ensure an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

Suicide Postvention Response Plan shall:

- Identify a staff member to confirm death and cause (school-site administrator);
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
  - Identify students affected by suicide death but not at risk of imitative behavior;
  - Communicate with the larger school community about the suicide death;
  - Consider funeral arrangements for family and school community;
  - Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
  - Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at [www.reportingonsuicide.org](http://www.reportingonsuicide.org)). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
  - Utilize and respond to social media outlets:
    - ✓ Identify what platforms students are using to respond to suicide death
    - ✓ Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at <http://www.cde.ca.gov/nr/el/le/yr22ltr0214.asp>

Commencing ~~Starting~~ July 1, 2019, ~~students grades 7 to 12, shall have printed on an issued student identification card~~ the National Suicide Prevention Lifeline telephone number (1-800-273-8255) will be printed on the student ID cards of all students in 7<sup>th</sup>-12<sup>th</sup> grades. and The ID card may also include the Crisis Text Line (text HOME to 741741), and/or a local suicide prevention hotline telephone number. (Education Code Section 215.5(a)(1))

Commencing ~~Starting~~ October 1, 2020, students grades 7 to 12, ~~shall have printed on an issued student identification card~~ the number for the National Domestic Violence Hotline: 1-800-799-7233 will be printed on the student ID cards of all students in 7<sup>th</sup>-12<sup>th</sup> grades. (Education Code Section 215.5(a)(2))

The governing board ~~who which~~ serves ~~students pupils~~ in kindergarten and grades 1 to 12, ~~inclusive, shall, will~~ review, and update as necessary, this policy at least every five years. (Education Code 215(a)(6)(b-c))

The Superintendent or designee ~~shall will~~ post this policy on the district's web site, in a ~~prominent~~ location ~~and in a manner~~ that is easily accessible for ~~to~~ parents/guardians and students to find. (Education Code 234.6)

#### Resources:

- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/asist/>
- Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. <https://www.mindwise.org/sos-signs-of-suicide/>
- Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The Second Step Program teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem solving. <https://www.secondstep.org/elementary-school-curriculum>

~~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, 2 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.~~

#### Legal Reference:

##### EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

##### GOVERNMENT CODE

810-996.6 Government Claims Act

##### PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

##### WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's Mental Health Services Act

##### COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

#### Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS



Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008  
 Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019  
 CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS  
 School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 NATIONAL  
 ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS  
 Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015 U.S.  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS  
 National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012  
 Preventing Suicide: A Toolkit for High Schools, 2012  
 WEB SITES  
 American Association of Suicidology: <http://www.suicidology.org>  
 American Foundation for Suicide Prevention: <http://afsp.org> American  
 Psychological Association: <http://www.apa.org>  
 American School Counselor Association: <http://www.schoolcounselor.org>  
 California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>  
 California Department of Health Care Services, Suicide Prevention Program: <http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx> Centers  
 for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>  
 National Association of School Psychologists: <http://www.nasponline.org>  
 National Institute for Mental Health: <http://www.nimh.nih.gov>  
 Trevor Project: <http://thetrevorproject.org>  
 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT  
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Policy Section: 5000 Students

## **Fresno Unified Administrative Regulation (AR) 5144.1 Suspension And Expulsion/Due Process**

### **Definitions**

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, **so long as removal from a particular class does not occur more than once every five school days.**

**Expulsion** means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

### **Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

*(cf. 5144 - Discipline)  
(cf. 5145.6 - Parental Notifications)*

### **Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

*(cf. 5131 - Conduct)  
(cf. 5131.7 - Weapons and Dangerous Instruments)*

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-110589, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 3513.4 – Drug and Alcohol Free Schools)  
(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-110589, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented the same as a such controlled substance, alcohol beverage or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel, except that this restriction shall not prohibit a student from using or possessing their own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Knowingly received stolen school property or private property. (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

**Imitation firearm** means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 288a, or 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

**Hazing** means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

**Bullying** means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or their property; cause the student to experience a substantially detrimental effect on their physical or mental health; or cause the student to experience substantial interferences with their academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

**Bullying** includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

**Bullying** also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

**Electronic act** means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

**Reasonable student** means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

**Burn Page** means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

**Credible impersonation** means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

**False Profile** means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

**An electronic act** is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)  
(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)  
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A **terrorist threat** includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out **the crime**. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: **Grades 9-12 Grades 4-12**

**Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))**

**(cf. 5131.4 - Student Disturbances)**

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

**Sexual harassment** means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

**Hate violence** means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive **so as** to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

**Additional Grounds for Suspension and Expulsion: Grades 9-12**

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

*(cf. 5131.4 - Student Disturbances)*

### **Suspension from Class by a Teacher**

A teacher may suspend a student, from class for the remainder of the day **and the following day** for any of the acts specified in Education Code 48900 and listed as items #1-189 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

**A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910))**

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### **Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity **away from school** to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined

that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension **upon a student, including or supervised suspension upon a student,** the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

*(cf. 5125 - Student Records)*

### Length of Suspension

The Superintendent, principal or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school **or class,** or continuation school or class, for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

*(cf. 6184 - Continuation Education)*

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

### Due Process Procedures for Suspension

Suspensions shall be imposed **according to** in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence **in the student's defense.** (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists, involving a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, **both the parent/guardian and the student, the student's parent/guardian, or if a foster youth the educational rights holder, attorney and social worker, or if an Indian child, the Indian child's tribal or county social worker and, if applicable, county social worker,** shall be notified of the student's right to **a conference and the right to** return to school for the purpose of the conference. **and T**he conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school **for the conference.** (Education Code 48911)



2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone or in person.** Whenever a student is suspended, the parent/guardian **or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker,** shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8).

4. In addition, the notice may state the date and time when the student may return to school.

45. Parent/Guardian Conference: Whenever a student is suspended, school officials may **request conduct** a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, **a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker,** the notice may state that the law requires **the parent/guardian such individuals** to respond to such requests without delay. However, **no penalties may be imposed on** the student **shall not be penalized** for the failure of the parent/guardian, **foster youth's educational rights holder, attorney, and county social worker, or Indian child's tribal social worker, and, if applicable, the county social worker,** to attend such a conference. The student may not be denied reinstatement solely because **the parent/guardian such individuals** failed to attend the conference. (Education Code 48911)

56. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth **or Indian child,** the Superintendent or designee shall notify the district's educational liaison **of the need to invite the** ~~for~~ **foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, the student's attorney and a representative of the appropriate county child welfare agency** to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

*(cf. 6173 - Education for Homeless Children)*

e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

### Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4- 12", and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

*(cf. 9321 - Closed Session)*

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

### On-Campus Suspension

A Student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the tribal social worker and, if applicable, county social worker**, in person, **by email**, or by telephone. When the

assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

### Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent, ~~or~~ principal ~~or designee~~ determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent, ~~or~~ principal ~~or designee~~ shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance, as listed in the Health and Safety Code 11053-110589, except for:
  - a. ~~(a) If~~ The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or
  - b. ~~(b) If~~ The student's possession of over-the-counter medication **for use by the student for medical purposes.** ~~or other medication prescribed by a physician.~~
  - c. **Medication prescribed for the student by a physician.**
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee.

In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

### Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held no later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### Stipulated Expulsion

After a determination that a student has committed an **expellable** offense **for which the student may be expelled**, the Superintendent, principal, or designee shall offer the student and parent/guardian **or, when applicable, other person holding the right to make educational decisions for the student**, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after **the student, parent/guardian has been given** written notice of the expulsion hearing pursuant to Education Code 48918 **has been given**.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian, **or, when applicable, the person holding the right to make educational decisions for the student**. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian, **or, when applicable, the person holding the right to make educational decisions for the student**, shall be effective upon approval by the Board.

### Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time **they the witness testify testifies**.
3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

### Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918 (b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915 (a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor

**Legal counsel** means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

**Non-attorney advisor** means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

#### Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student **or Indian child**, the Superintendent or designee shall also send notice of the hearing to the **foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, student's attorney and a representative of an appropriate child welfare agency** at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

#### Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether **or not** the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student, shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify **heard** in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

**3.2.** Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

**3.4.** Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(ii))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item **#4.6** below. (Education Code 48918(i))

**4.5.** Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

**6.** Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918 (f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

**5.7.** Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during their testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person who is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.

- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - (1) i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - (2) ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
  - (3) iii. The person conducting the hearing may:
    - (a) A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
    - (b) B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours
    - (c) C. Permit one of the support persons to accompany the complaining witness to the witness stand

**68.** Decision: Within 10 school days after the conclusion of the hearing, the Governing Board shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the Governing Board does not meet on a weekly basis, the Governing Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

#### Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer, or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may **also** appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918 (a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another



placement is requested in writing by the student's parent/guardian. **Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))**

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

#### Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board **at a in public meeting**. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "Mandatory Recommendation and Mandatory Expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8).
2. The fact that a description of readmission procedures will be made available to the student and their parent/guardian. (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board. (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion. (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918).

### Decision To Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board of Education, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918 (j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and

requirements for the filing of an appeal of the expulsion order with County Board of Education. (Education Code 48917)

### Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

### Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

*(cf. 6158 – Independent Study)*  
*(cf. 6185 - Community Day School)*

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student, and the student's parent/guardian, or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board their recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian, or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

~~2.3.~~ If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission. ~~The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)~~

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

~~3.5.~~ If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

4.6. The Board shall provide written notice to the expelled student and parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

### Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

~~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.~~

**Legal Codes:**

**CODE OF CIVIL PROCEDURE**

1985-1987 Production of evidence; means of production

**CIVIL CODE**

47 Privileged communication

48.8 Defamation liability

**EDUCATIONAL CODE**

17292.5 Program for expelled students; facilities

1981-1983 Enrollment of students in community school

212.5 Sexual harassment

233 Hate Violence

32260-32262 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions regarding suspensions

35291 Rules for government and discipline of schools

35291.5 Rules and procedures on school discipline

48645.5 Former juvenile court school students; enrollment

48660-48666 Community day schools

48853-48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parent/Guardian notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

64000-64001 Consolidated application

8489-8489.1 Prohibition against expulsion of preschool student

**GOVERNMENT CODE**

11455.20 Informal hearing procedures

54950-54963 The Ralph M. Brown Act

**HEALTH AND SAFETY CODE**

11014.5 Drug paraphernalia

11053-11059 Controlled substances; standards and schedules

**LABOR CODE**

230.7 Employee time off to appear in school on behalf of a child

**PENAL CODE**

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

287 Oral Copulation

288 Lewd or lascivious acts with child under age 14

289 Penetration of genital or anal openings

31 Principal of a crime; defined

417.27 Laser pointers

422.55 Definition of hate crime

422.6 Crimes; harassment

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.10 Dirks, daggers, knives, razors, or stun guns

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

868.5 Supporting person; attendance during testimony of witness

**WELFARE AND INSTITUTIONS CODE**

224.1 Indian child; definition

729.6 Counseling

**UNITED STATES CODE, TITLE 18**

921 Definitions; firearms and ammunition

**UNITED STATES CODE, TITLE 20**

1415(K) Students with disabilities; placement in alternative educational setting

7961 Gun-Free Schools Act

UNITED STATES CODE, TITLE 42

11431-11435 Education of homeless children and youths

#### COURT DECISIONS

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Regulation FRESNO UNIFIED SCHOOL DISTRICT approved:

September 9, 1993 Fresno, California

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admin reviewed: January 9, 2019

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revised: Winter \_\_\_, 2024

*Policy Section: 5000 Students*

## Fresno Unified Board Policy (BP) 5145.3 Nondiscrimination/Harassment

The **Governing** Board desires to provide a **welcoming**, safe, **and supportive** school environment that allows all students equal access **to** and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, **programs, practices, or school attendance within a school under the jurisdiction of the Superintendent**, unlawful discrimination, including discriminatory harassment **(including sexual harassment)**, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived **race, color, ethnicity, ancestry, nationality**, national origin, immigration status, **ancestry**, age **(40 and above)**, **religious creed**, religion, **political belief or affiliation, gender, gender identity, gender expression, genetic information, marital status, pregnancy, parental status**, physical or mental disability, **medical condition**, sex, sexual orientation, **marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, gender, gender identity, gender expression, or genetic information, medical condition, military and veteran status**, or association with a person or 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. Not all bases of discrimination will apply to both education services and employment.** **religious creed, political belief or affiliation, color, childbirth, breastfeeding/lactation status, or the perception of one or more of such characteristics;**

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district. (Education Code 234.1)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6164.6 - Identification and Education under Section 504)*

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also **occurs when includes the creation of a hostile environment through** prohibited conduct **that** is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

**Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that the staff enforce discipline rules fairly, consistently, and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 – Discipline, Board Policy and Administrative Regulation 5144.1 – Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students With Disabilities).**

**The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other**



activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6145 – Extracurricular and Cocurricular Activities)

(cf. 6145.2 – Athletic Competition)

(cf. 6164.2 – Guidance/Counseling Services)

The Board also prohibits any form of retaliation against any individual student who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination, harassment, intimidation, or bullying. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities, or privileges. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The district shall ensure that all complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, or bullying remains confidential, as appropriate. (EC Section 234.1(g))

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the districts policies prohibiting discrimination, harassment, and intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with the law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee Staff shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee They shall report their findings and recommendations to the Board after each review.

The district has provided, incident to the publicizing of policies against discrimination, harassment, intimidation and bullying described in EC Section 234.1(c), to certificated school site employees who serve pupils in any of grades 7 to 12, inclusive, who are employed by the district, information on existing school site and community resources related to the support of LGBTQ+ pupils, or related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.

(a) School site resources may include, but are not limited to, peer support or affinity clubs and organizations, safe spaces for LGBTQ+, or other at-risk pupils, counseling services, staff who have received anti-bias or other training aimed at supporting these pupils or who serve as designated support to these pupils, health and other curriculum materials that are inclusive of, and relevant to, these pupils, online training developed pursuant to EC Section 32283.5, and other policies adopted pursuant to this article, including related complaint procedures.

(b) Community resources may include, but are not limited to, community-based organizations that provide support to LGBTQ+, or other at-risk pupils and their families, and physical and mental health providers with experience or training in treating or supporting these pupils. (EC Section 234.1(d))

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1330 - Use of Facilities)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, **retaliation, or** bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include counseling, suspension **and/or** expulsion **for when the** behavior **that** is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, **retaliation, or** bullying **may shall** be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5131 - Conduct)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.2 - Freedom of Speech/Expression)

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 – Uniform Complaint Procedures.

## Grievance Procedures

The Board hereby designates the following positions as Coordinator(s) for Nondiscrimination to ensure compliance with nondiscrimination in educational equity, to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Teresa Plascencia, Executive Director/Equity Compliance Officer  
Constituent Services Office  
Fresno Unified School District  
2309 Tulare Street  
Fresno, California 93721  
(559) 457-3736  
Constituent.Services@fresnounified.org

Patrick Morrison, District 504 Coordinator  
Fresno Unified School District 890 S. 10<sup>th</sup> Street ~~1301 M Street~~ Fresno, CA 93702 ~~Fresno, CA 93726~~  
(559) 457-3220  
504@fresnounified.org

Steven Shubin, Title II/ADA Coordinator  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721  
(559) 457-3520  
Accomodations@fresnounified.org

David Chavez, Chief of Human Resources  
Title IX Coordinator ~~Officer~~/Age Discrimination Act  
Fresno Unified School District  
2309 Tulare Street  
Fresno, California 93721  
(559) 457-~~3528~~-3713  
titleix@fresnounified.org

Tangee Pinheiro, Instructional Superintendent  
Special Education Office  
Fresno Unified School District  
890 S. 10<sup>th</sup> Street ~~1301 M Street~~  
Fresno, CA 93702 ~~Fresno, CA 93721~~  
(559) 457-3220  
Spedleadership@fresnounified.org

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that they have been subjected to discrimination, harassment, intimidation, or bullying

should immediately contact the Coordinator for Nondiscrimination, the principal, or any other staff member. Any student who observes an incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints brought to the attention of staff, alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Any complaints of discrimination or any behavior prohibited by this policy, shall be addressed in accordance with the Administrative Regulation 5145.7 Sexual Harassment.

If dissatisfied with the district's decision, the complainant may submit their appeal in writing to the Office of Constituent Services within 15 calendar days of receiving the district's decision. The written concerns shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The district shall investigate in accordance with AR 1312.3 - Uniform Complaint Procedures. Employees who observe an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to any of the designated Coordinators for Nondiscrimination, or principal, whether or not the victim files a complaint. Upon receiving a complaint of discrimination or harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. Where the Coordinator finds that harassment has occurred, they shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's nondiscrimination, harassment, intimidation, and bullying policies shall readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (EC Section 234.6(b)(8))

The district must post the established policies prohibiting discrimination, harassment, intimidation, and bullying in all schools and offices, which include staff lounges and pupil government meeting rooms. (EC Section 234.1(e); 5 CCR Section 4960(b))

The district must publicize adopted policies that prohibit discrimination, harassment, intimidation, and bullying, including information about the manner in which to file a complaint, to pupils, parents/guardians, employees, the governing board, and the general public. The information shall be translated pursuant to EC section 48985. The district shall also include a notice of nondiscrimination policies in any publications used in connection with the recruitment of pupils or employees. The district must identify the officer responsible for nondiscrimination and education equity compliance in such publicity. (EC Section 234.1(c); 5 CCR Sections 4960(b) and 4961; 34 CFR Section and 106.8)

The district shall post a link to statewide resources, including community-based organizations, which shall be readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The district shall also include any additional information deemed important for preventing bullying and harassment. (EC Section 234.6(b)(11-12))

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

(cf. 6163.4 - Student Use of Technology)

If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, all notices, reports, statements, and records sent to the parent/guardian of any such pupil by the district shall, in addition to being written in English, be written in the primary language, and may be responded to in either English or primary language. (EC Section 48985(a))

## Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools. **The district shall maintain documentation of complaints and their resolution must be maintained for a minimum of one review cycle. (EC Section 234.1(f))**

(cf. 3580 - District Records)

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with 5 one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination **on the basis of sex, especially:**

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for **harassment, threats, or intimidation**

48904 Liability of parent/guardian for willful student misconduct

48907 ~~Student e~~ xercise of free expression; **time, place and manner rules and regulations**

48950 ~~Freedom of s~~peech **and other communication**

48985 ~~Translation of a n~~otices to parents in language other than English

49020-49023 Athletic programs

**49060-49079 Student records**

**51204.5 Social sciences instruction; contributions of specified groups**

51500 Prohibited instruction or activity

51501 ~~Prohibited means of instruction -~~ **Nondiscriminatory subject matter**

**60010 Instructional materials; definition**

~~60044 Prohibited instructional materials~~

**60040-60052 Requirements for instructional materials**

CIVIL CODE

1714.1 **Liability of parent or guardian for act of willful misconduct by a minor**

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student records

4600-4687 Uniform ~~C~~omplaint ~~P~~rocedures

4900-4965 Nondiscrimination in elementary and secondary education programs **receiving state or federal financial assistance**

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972; **discrimination based on sex**

~~12101-12213 Title II equal opportunity for individuals with disabilities~~ UNITED

STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973; Section 504

UNITED STATES CODE, TITLE 42

**12101-12213 Americans with Disabilities Act**

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended 2000h-2-

2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975 CODE OF

FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints CODE OF

FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

**104.8 Notice of Nondiscrimination on the Basis of Handicap** **Designation of responsible employee for Title IX**

**106.45** Grievance process for formal complaints of sexual harassment

**106.4.7 Section 504**; Designation of responsible employee and adoption of grievances procedures

106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures **responsible employee for Title IX**

~~106.9 Notification of nondiscrimination on basis of sex~~

110.25 Prohibition of discrimination based on age

**CODE OF FEDERAL REGULATIONS, TITLE 34**

#### 106.30 Discrimination on the basis of sex; definitions

##### COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

##### Management Resources [References](#)

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS [Examples of Policies and Emerging Practices for Supporting Transgender Students](#), May 2016

[Dear Colleague Letter: Title IX Coordinators, April 2015](#) [Dear Colleague Letter: Harassment and Bullying, October 2010](#) [Notice of Non-Discrimination, January 1999](#)

##### WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

California Department of Education: <http://www.cde.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

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Revised: December 18, 2019

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Revised: March 16, 2022

Revised: [Winter \\_\\_, 2024](#)

*Policy Section: 5000 Students*

## **Fresno Unified Board Policy (BP) 5145.7 Sexual Harassment**

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 – Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 – Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

*(cf. 0410 – Nondiscrimination in District Programs and Activities)*  
*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.3 – Uniform Complaint Procedures)*  
*(cf. 5131 – Conduct)*  
*(cf. 5131.2 – Bullying)*  
*(cf. 5137 – Positive School Climate)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*  
*(cf. 5145.3 – Nondiscrimination/Harassment)*  
*(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)*

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

### **Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment; including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of

the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students.

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation.

### Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

*(cf. 4117.7/4317.7 - Employment Status Report)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

*(cf. 3580 - District Records)*

~~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.~~

Legal Reference:  
EDUCATION CODE



200-262.4 Prohibition of discrimination on the basis of sex  
 48900 Grounds for suspension or expulsion  
 48900.2 Additional grounds for suspension or expulsion; sexual harassment  
 48904 Liability of parent/guardian for willful student misconduct  
 48980 Notice at beginning of term  
 48985 Notices, report, statements and records in primary language  
 CIVIL CODE  
 51.9 Liability for sexual harassment; business, service and professional relationships  
 1714.1 Liability of parents/guardians for willful misconduct of minor  
 GOVERNMENT CODE  
 12950.1 Sexual harassment training  
 CODE OF REGULATIONS, TITLE 5  
 4600-4670 Uniform Complaint Procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 UNITED STATES CODE, TITLE 20  
 1092 Definition of sexual assault  
 1221 Application of laws  
 1232g Family Educational Rights and Privacy Act  
 1681-1688 Title IX of the Education Amendments of 1972  
 UNITED STATES CODE, TITLE 34  
 12291 Definition of dating violence, domestic violence, and stalking  
 UNITED STATES CODE, TITLE 42  
 1983 Civil action for deprivation of rights 2000d-2000d-7  
 Title VI, Civil Rights Act of 1964  
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 99.1-99.67 Family Educational Rights and Privacy  
 106.1-106.71 Nondiscrimination on the basis of sex in education programs  
 COURT DECISIONS  
 Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
 Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130  
 Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736  
 Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
 Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
 Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
 Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

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Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011  
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Q&A on Campus Sexual Misconduct, September 2017  
 Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 Dear Colleague Letter: Title IX Coordinators, April 2015  
 Sexual Harassment: It's Not Academic, September 2008  
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>  
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

#### Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted August 26, 1993 Fresno, California  
 Revised December 11, 1997  
 Revised September 22, 1999  
 Revised March 10, 2004  
 Revised August 22, 2012  
 Revised June 17, 2015  
 Revised November 16, 2016  
 Revised January 20, 2021  
 Revised Winter \_\_\_, 2024

*Policy Section: 5000 Students*

## Fresno Unified Board Policy (BP) 6174

### Education for English Learners

The Governing Board intends to provide English learners ~~(ELs)~~ with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided **differentiated** English language development (ELD) instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6171 - Title I Programs)*

English ~~E~~learners have particular educational needs which must be addressed if they are to fully participate in the educational process. The district will provide an instructional program called Standards-based Content and Language Model that provides access to a challenging core curriculum while at the same time developing the full acquisition of English as rapidly and effectively as possible. The program for English learners shall be designed to promote positive self-concepts and cross-cultural understanding.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history- social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

Any secondary English Learner student enrolled in U.S. schools for less than three years shall receive designated English Language Development according to the District English Learner placement guidelines. All English Learners, regardless of grade level and status (newcomer **(less than 3 years in US schools)**, on track **(projected to reclassify on time)**, at-risk **(not projected to reclassify on time)**, ~~LTEL~~ **Long-term English learner (has missed the projected time to reclassify)** shall receive designated and integrated ELD.

2. A full course load of courses specified in item #1 above
3. Other courses that meet the "a-g" course requirements for **University of California (UC) and California State University (CSU)** college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

*(cf. 0415 - Equity)*

*(cf. 6141.4 - International Baccalaureate Program)*

*(cf. 6141.5 - Advanced Placement)*

The district shall identify in its ~~Local~~ **eControl** and ~~a~~ **Accountability** ~~p~~ **Plan** (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

## Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

## Professional Development

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

## Identification and Assessment

The Superintendent or designee shall maintain procedures **which provide** for the early identification of English learners and an assessment of their proficiency **early identification of English learners and an assessment of their proficiency** using the **state's** English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40- 11518.45-:

1. Each LEA must properly identify and assess all students who have a home language other than English. (20 United States Code [U.S.C.] 6823[b][2]; EC sections 313, 60810)
2. At or before the time of a student's initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[a])
3. If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[c])
4. The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment. (20 U.S.C. 6823[b][2]; EC Section 313; 5 CCR Section 11518.5[d])
5. Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. (20 U.S.C. sections 6311[b][2][G], 6823[b][3][B]; EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])
6. When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. (5 CCR Section 11518.25)

When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed using the Alternate ELPAC, as specified in the pupil's IEP. (5 CCR Section 11518.30)

~~Once identified as an English learner, a student shall be annually assessed for language proficiency until they are the student is reclassified based on criteria specified in the accompanying administrative regulation.~~

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

*(cf. 6162.51 - State Academic Achievement Tests)*

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

*(cf. 6162.5 - Student Assessment)*

### Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305- 306; 5 CCR 11309)

Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English. Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD **may** includes specially designed academic instruction in English. (5 CCR Section 11300 [a,c])

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

~~*(cf. 6142.2 - World Language Instruction)*~~

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child's needs. "Language acquisition program" refers to educational programs designed for English learners to ensure English acquisition as rapidly and as effectively as possible. Such programs must include instruction on the state-adopted academic content standards, including the ELD standards. Language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language. (EC sections 306[c], 310[a]; 5 CCR sections 11300[d], 11309[c])

When ~~To the extent possible, any language acquisition program requested by~~ the parents/guardians of 30 pupils or more ~~students at the~~ are enrolled in a school, or ~~when by~~ the parents/guardians of 20 pupils or more ~~students at any~~ in the same grade level ~~are enrolled in a~~ shall be offered by the school, request the same or substantially similar type of a language acquisition program, the LEA shall respond by taking actions to demonstrate the timelines and requirements in 5 CCR Section 11311[h] are met by the LEA. (Education Code 310; 5 CCR 11311)

In the case where the LEA determines it is not possible to implement a language acquisition program requested by parents, the LEA shall provide in written form an explanation of the reason(s) the program cannot be provided and may offer an alternate option that can be implemented at the school. (5 CCR Section 11311[h][3][B])

The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the LEA. The annual notice must be distributed as required by EC sections 48980 and 48981. Parents of all pupils enrolling in an LEA after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:

1. A description of any language acquisition programs provided, including Structured English Immersion;
2. Identification of any language to be taught in addition to English, when the program model includes instruction in another language;
3. The information set forth in section 5 CCR Section 11309[c];
4. The process to request establishment of a language acquisition program
5. If the LEA offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program's effectiveness. (EC sections 305, 306, 310, 48980, 48981, and 5 CCR Section 11310; 20 U.S.C. sections 1703[f], 6311 and 6318)

## Reclassification

When an English learner is determined ~~based on state and district reclassification criteria~~ to have acquired a

reasonable level of English proficiency, **based on state and district reclassification criteria** and pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

**Each LEA must reclassify English learners to proficient in English by using a process and criteria that includes, but is not limited to the following:**

1. **Assessment of ELP.(EC Section 313[f][1]; 5 CCR Section 11303[a])**
2. **Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (EC Section 313[f][2]; 5 CCR Section 11303[b])**
3. **Opportunities for parent opinion, consultation, and involvement during the reclassification process. (EC Section 313[f][3]; 5 CCR Section 11303[c])**
4. **Comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. (EC Section 313[f][4]; 5 CCR sections 11302, 11303[d])**

**Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student's permanent record:**

1. **Language and academic performance assessments;**
2. **Participants in the reclassification process; and**
3. **Any decisions regarding reclassification. (5 CCR Section 11305)**

**Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed. (20 U.S.C. Section 6841[a][4][5]; 5 CCR Section 11304)**

## Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English **through the English Learner Progress Indicator (ELPI)**
2. The number **and or** percentage of English learners reclassified as fluent English proficient
3. The number **and or** percentage of English learners who are or are at risk of being classified as long- term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee **shall** also **shall** provide the Board with regular reports from any district or school wide English learner advisory committees.

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:  
EDUCATION CODE

## 200 Prohibition of discrimination

300-340 English language education ~~for immigrant children, especially~~

~~205~~ 310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 ~~State Board of Education waiver authority~~ **Nonwaivable provisions**

42238.02-~~42238.03~~ Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

**48345 Interdistrict instruction collaboration agreements**

48980 Parental/**Guardian** notifications

48985 Notices to parents in language other than English

52052 Accountability; Numerically significant student subgroups

52060-52077 Local control and accountability plan

52160-52178 Bilingual Bicultural Act **of 1976**

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

60640 California Assessment of Student Performance and Progress

**60811-60812 Assessment of language development**

62002.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

**853 Administration of CAASPP**

**854.1-854.3 CAASPP and universal tools, designated supports, and accommodations**

854.9 CAASPP and unlisted resources for students with disabilities

11300-11316 English learner education

**11510-11517.5 California English Language Development Test**

11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 ~~Individuals with Disabilities Education Act~~, ~~State~~ eligibility

1701-1702 ~~15~~ Equal Educational Opportunities Act

6311 ~~Title I~~ ~~State~~ plan

6312 ~~Title II~~ local education agency plans

6801-7014 ~~Title III, language instruction for Limited~~ English **proficient learners** and immigrant students

7801 Definitions **of English learner**

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 **Prohibition of Discrimination** **prohibited on basis of race, color or national origin**

**200.16 Assessment of English learners COURT**

DECISIONS

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Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp.698

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83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

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Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

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Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

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Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

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Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Policy FRESNO UNIFIED SCHOOL DISTRICT

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