



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

AGENDA
WEDNESDAY, APRIL 10, 2024
***4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and “N” streets – entrance on “N” street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Items 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 for discussion at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board’s consideration of the item.

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

Public materials are available for public inspection at our website at: board.fresnounified.org

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

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

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Principal
 - b. Superintendent
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Stephen Davis v. Fresno Unified School District, et al; Fresno County Superior Court Case No. 12 CECG03718
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Receipt of a Claim Pursuant to the Government Claims Act Claim GL23-1215-11100
 - b. Receipt of a Claim Pursuant to the Government Claims Act Claim GL24-0213-11037

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

PLEDGE OF ALLEGIANCE

Students from McLane 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 457-3713.

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 held March 20, 2024. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the March 06, 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, ADOPT Resolution 24-39, Proclaiming April 2024 Autism Acceptance Month

Included in the Board binders is resolution 24-39, proclaiming April 2024 as Autism Acceptance Month. The Center for Disease Control reports that more children are being diagnosed on the autism spectrum resulting in rates as high as one in 36 children nationally. Fresno Unified School District urges all schools and individual citizens to participate in Autism Acceptance Month to become better educated about autism spectrum disorders and create a better community for individuals with autism. 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-5, ADOPT Resolution 24-48, Proclaiming April 2024 as School Library Month

Included in the Board binders is resolution 24-48, proclaiming April 2024 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians. During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs.

The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, ADOPT Revised Job Description for Chief, Human Resources/Labor Relations

Included in the Board binders is the revised job description for Chief Human Resources/Labor Relations. This revised job description reflects inclusion of language which more specifically delineates the function as the District's Title IX Coordinator within this position; facilitate, coordinate, and monitor the district's compliance with Title IX of the Civil Rights Act of 1964. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Misty Her, Deputy Superintendent, telephone 457-3633.

A-7, APPROVE Agreement with Appleby Imaging Inc.

Included in the Board binders is an agreement with Appleby Imaging Inc. Appleby Imaging Inc. specializes in providing customized workflow processes that improve cohesion for established workflow processes and streamline them to reduce human error. These services will provide high-quality support for the Instructional Division and other district departments. Appleby Imaging Inc. will provide service hours to create automated workflow processes for Board Agenda/Communication Forms, Field Trips, and Academic Return on Investment. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$37,090 are available in the Professional Consulting Services and Operating Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-8, APPROVE Agreement with Kaiser Permanente Workforce Health Program - Class Pass

Included in the Board binders is an agreement with Kaiser Permanent Workforce Health Program to provide an employee wellness program called Class Pass. Class Pass is a fitness membership program offering fitness and exercise credits to eligible employees, retirees, and dependents. This is a zero-dollar agreement for the first year. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-9, APPROVE Agreement with Men of Color in Educational Leadership

Included in the Board binders is an agreement with Men of Color in Leadership for \$96,250. This agreement aims to provide mentorship to Central Office leaders, Latinx and Asian site leaders, and one Black/African American female principal within Fresno Unified and facilitate individual and group discussion opportunities. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$96,250 are available in the Leadership Development Budget. Contact person: David Chavez, telephone 457-3731.

A-10, APPROVE Amendment to the Agreement with ASM Global

Included in the Board Binders is an agreement with ASM Global. The Board approved the original agreement on August 09, 2023. School Leadership uses the Fresno Convention and Entertainment Center as a venue for its spacious facilities and accessibility to host monthly principal's meetings. The updated agreement would increase the original amount by \$65,000 for a total agreement amount of \$120,192. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$65,000 are available in the School Leadership Title 1 Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-11, APPROVE Amendment to the Agreement with Kaleidoscope

Included in the Board binders is an amendment to the agreement with Kaleidoscope. Due to receiving more Fresno Unified Scholarship applications than originally expected, the College Career Readiness department requests an additional \$3,850 to have Kaleidoscope provide additional services. The applications received from graduating high school senior students from various Fresno Unified school sites exceeded the anticipated 600 applications originally expected and a total of 853 applications have been received. The additional \$3,850 ensures all applications are equitably reviewed as part of the scholarship process. This addition will bring the total agreement cost to \$31,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,850 are available in the General Fund. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-12, APPROVE Vendor Designation Per Request for Qualifications 24-05S, Special Education Services

Included in the Board binders is information on Request for Qualifications (RFQ) 24-05S, Special Education Services. The Board approved the RFQ on February 21, 2024, to qualify vendors for services in the categories of Professional Development and Indirect/Direct Student Services. The term is for five years and will begin upon Board approval through February 21, 2029. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, APPROVE Project Labor Agreement with Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council – Aviation Academy Project

Included in the Board binders is a request for Board consideration of a project labor agreement with Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council to cover the Aviation Academy project. The agreement will be included in the bid documents for the project and the successful bidder, and all of its subcontractors will be required to comply with all terms and conditions of the agreement. The Superintendent recommends approval. Fiscal impact: There is no cost to the district at this time. Current funding designated for this project will come from Expanded Learning Opportunities Program funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Award of Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements

Included in the Board binders is information on Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements. This project will improve the multipurpose building heating, ventilation, and air conditioning (HVAC) performance by replacing existing evaporative coolers with HVAC package units and upgrading the energy management system controls. Additionally, the project includes an upgrade of the main electrical switch gear to mitigate power disruptions. Staff recommend award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) \$989,100. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$989,100 are available in the Measure X Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry

Included in the Board binders is information on Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry. This project will provide infrastructure and site improvements to place a portable classroom building, a portable office, and one new portable restroom building. Additionally, the project includes parking lot fencing and a minor reconfiguration of the administration building to create a single point of entry which will increase site safety and security for students and staff. Staff recommend award to the lowest responsive, responsible bidder: Marko Construction Group, Inc. (Fresno, California) \$1,298,739. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,298,739 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 24-49, Multipurpose Room Audio/Visual Upgrades at Various Sites

Included in the Board binders is information on Bid 24-49, Multipurpose Room Audio/Visual Upgrades at Various Sites. The project consists of replacement of existing audio/visual equipment in the multipurpose room at 20 sites as follows: Anthony, Aynesworth, Baird, Calwa, Columbia, Computech, Easterby, Eaton, Hidalgo, King, Kirk, Lowell, Malloch, Mayfair, Pyle, Vang Pao, Viking, Webster, Wishon, and Yosemite. The interactive and engaging nature of audio/visual aids help students gain a deeper understanding of complex concepts and ideas. Staff recommends award to the lowest responsive, responsible bidder: EKC Enterprises, Inc. (Fresno, California) Section A \$330,093; Section B \$319,058; Section C \$325,887; Section D \$321,496. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,296,534 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposals 24-38, Athletic Turf Maintenance Services

Included in the Board binders is information on Request for Proposals 24-38, Athletic Turf Maintenance Services. The services are to maintain and upkeep Varsity athletic fields at Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside High Schools. This scope includes but is not limited to mowing and edging, fertilization, district approved herbicide application, aeration, overseeding, sodding, and disease management. The evaluation panel, comprised of Fresno Unified School District Environmental Services staff, Student Engagement Administrator, and design consultant recommend approval of the following contractor: BrightView (Fresno, California) \$645,258. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$645,258 are available in the Plant Operations Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, DENY Claim GL23-1215-11100

Included in the Board binders is a Claim for Damages by a minor, case GL23-1215-11100. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-19, DENY Claim GL24-0213-11037

Included in the Board binders is a Claim for Damages by Jacqueline Esquivel, case GL24-0213-11037. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-20, RATIFY Grant Application to the Diverse Education Leaders Pipeline Initiative Grant Program

Included for Board consideration and ratification is the grant application for the Diverse Education Leaders Pipeline Initiative (DELPI) Grant Program. The purpose of the DELPI grant program is to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to improve pupil outcomes and meet the needs of California's education workforce. One-time grant awards of up to \$30,000 per participating administrator candidate are available to Local Education Agencies (LEAs) interested in securing grant funding to support eligible participants to pursue an administrative services credential. The Superintendent recommends ratification. Fiscal impact: If granted, Fresno Unified School District will be reimbursed 100% of the program cost. Contact person: David Chavez, telephone 457-3731.

A-21, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 12 presented for ratification: \$14,487

Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement
Change Order 1 (Manchester and Pyle) presented for ratification: \$35,916
Change Order 1 (Vinland) presented for ratification: \$40,068

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing
Change Order 4 (Interim Housing) presented for ratification: \$11,019

Bid 23-48 Section B, Turf Rehabilitation at Various Sites
Change Order 1 presented for ratification: \$33,648

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$33,648 are available in the Community Development Fund for Bid 23-48 Section B; \$75,984 is available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 23-16 Sections A and B; and \$25,506 is available in the Measure M Fund for Bids 22-01 and 23-23. Contact person: Paul Idsvoog, telephone 457-3134.

A-22, 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 23-48 Section B, Turf Rehabilitation at Various Sites

Bid 23-61, Classroom Audio/Visual Equipment Removal

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-23, RATIFY Purchase Orders from January 01, 2024, through January 31, 2024 – Primary Report

Included in the Board binders is information on purchase orders issued from January 01, 2024, through January 31, 2024. 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-24, RATIFY Purchase Orders from January 01, 2024, through January 31, 2024 – Supplemental Report

Included in the Board binders is information on purchase orders issued from January 01, 2024, through January 31, 2024. 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

***6:30 P.M.**

B-25, DISCUSS and APPROVE Vendor Designation Per Request for Qualifications 23-30S4, Curriculum, Instruction and Professional Learning Services

Included in the Board binders is information regarding proposed vendors selected through the Request for Qualifications (RFQ) 22-30S4, Curriculum, Instruction and Professional Learning Services. The current RFQ is intended to support the District's Every Child is a Reader literacy initiative. The RFQ establishes a list of prequalified vendors that may be used for these services. The term will begin upon board approval through June 30, 2024, with the option of up to four one-year renewal terms for a maximum end date of June 30, 2028. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$445,000 are available in Every Child is a Reader Literacy Initiative Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***6:50 P.M.**

B-26, PRESENT and DISCUSS English Learner Services Data and Program Updates

Included in the Board binders is a presentation of annual English Learner Services Multilingual/Multicultural Department data and program updates. English Learner Services Multicultural/Multilingual Department will present an update on the current data and programs that serve English learners and multilingual students. The presentation will include a review of reclassification data, the English Language Proficiency Assessment for California results, and current actions implemented to support English learners, migrant students, newcomers, and students enrolled in dual language programs. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***7:10 P.M.**

B-27, PRESENT and DISCUSS Farber Educational Campus Update

Included in the Board binders is a presentation providing an update on the progress of the Farber Educational Campus. The presentation will include information regarding the vision for the campus and instructional programs and support available to students. An overview will also be shared of planned community partnerships and service-learning opportunities as aspects of social entrepreneurship will be incorporated at Farber Educational Campus. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

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

B-28, PRESENT and DISCUSS the 2024/25 Strategic Budget Development Phase III

At the January 25, 2024, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On April 10, 2024, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

In accordance with Gov. Code section 54953, Trustee Thomas will be participating via teleconference. Public comment may be provided during designated times during the meeting utilizing the following link:

[Microsoft Teams Link to the Board of Education Meeting for April 10, 2024](#)

Meeting ID: 256 225 815 500
Passcode: Jjnrtn

D. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, APRIL 24, 2024**

**NEXT SCHEDULED BOARD WORKSHOP
MONDAY, APRIL 29, 2024**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-1

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

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: Malati Gopal

DIVISION: Human Resources

PHONE NUMBER: (559) 457-3731

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

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





BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Date: April 10, 2024

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2023-2024.

ELECTIONS

Certificated Personnel

1082487	Benson	Shawn	Teacher, Lrng Hndcp, Sdc	Dakota Campus	3/5/2024
1085741	Berber	Miguel	Therapist, Spch/Lang/Hrng/Dis	Special Ed	3/18/2024
1069620	Chang	Sandra	Nurse	Health Services	3/14/2024
1047284	Hinojosa	Jonathan	Teacher, Vocational Education	Cambridge Continuation High	3/18/2024
1069142	McCoy	Stephanie	Teacher, Lrng Hndcp, Sdc	Fresno High School	3/21/2024
1070915	Olson	Matthew	Therapist, Spch/Lang/Hrng/Dis	Special Ed	3/11/2024
1074693	Torres	Vincent	Teacher, Middle School	Terronez Middle	1/12/2024
1038261	Vang	Xiong	Teacher, Middle School	Gaston Middle	4/12/2024
1085749	Yang	Tang	Nurse	Robinson Elementary	3/14/2024

Classified Personnel

1083037	Aday	Bridgette	Paraprof, Extensive Support Needs	Gibson Elementary	3/1/2024
1081863	Aguilar	Gladis	Nutrition Services Assistant	Nutrition Services	3/18/2024
1048038	Alvarez	Esmeralda	Nutrition Services Assistant	Nutrition Services	2/20/2024
1060429	Coppo	Lori	Accountant I	Fiscal Services	9/1/2011
1085267	Espinoza Sanchez	Agustin	Driver, Bus	Transportation	3/18/2024
1066645	Gallmann	Mindy	Nurse, Vocational License	Health Services	4/15/2024
1085608	Howe	Ashley	Paraprof, Extensive Support Needs	Kirk Elementary	4/9/2024
1065561	Jauregui	Ana	Liaison, Home/School Spanish	Wawona Middle School	3/11/2024
1085442	Johnson	Laquita	Paraprof, Extensive Support Needs	Robinson Elementary	3/1/2024
1071015	Lo	Padei	Assistant, Office III	Prevention And Intervention	11/4/2019
1085709	Love	Melissa	Nurse, Vocational License	Health Services	3/11/2024
1080733	Meraz	Jasmine	Technician, Libr Media-Middle	Cooper Middle School	12/11/2023
1085745	Perez-Ramos	Lesley	Assistant, Noontime	Viking Elementary	3/18/2024
1083908	Ramirez	Amelia	Assistant, Campus Safety	Hamilton School	3/11/2024
1080431	Rios	Klarissa	Paraprof, Instructional Asst	Thomas Elementary	2/16/2024
1083121	Romero	Doris	Paraprof, Child Development	LaVera Williams Child Dev Cent	3/4/2024
1085747	Rosa	Pauline	Nurse, Vocational License	Hidalgo Elementary	3/18/2024
1085693	Simas	Christina	Nurse, Vocational License	Health Services	3/11/2024
1082064	Venegas	Lucia	Paraprof, Instructional Asst	Wishon Elementary	1/8/2024
1083731	Xiong	Keng	Assistant, Office III	Transportation	12/12/2023
1085703	Yang	Phong	Paraprof, After Schl/Ext Day	Malloch Elementary	3/18/2024

Management Classified

1049658	Harmon	Virginia	Manager, Business Operations	Fiscal Services	3/18/2024
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1013370	Arax	Don A.	Teacher, Senior High	Bullard High School	6/6/2024
1007406	Barra	Kimberly	Teacher, Elementary	Fremont Elementary	7/31/2024
1079363	Campos	Chloe	Specialist, Resource, Sp Ed	Scandinavian Middle School	6/6/2024
1078098	Currier	Emily	Specialist, Resource, Sp Ed	Addams Elementary	6/13/2024
1067337	Falcon	Cheyenne	Teacher, Deaf/Hard of Hear.SDC	Birney Elementary	3/20/2024
1067492	Frye	Adam	Teacher, Elementary	Birney Elementary	6/6/2024
1047391	Grandi	Jennifer	Teacher, Senior High	Bullard High	6/28/2024
1047284	Hinojosa	Jonathan	Teacher, Vocational Education	Cambridge High	3/17/2024
1083862	Huynh	Lilian	Teacher, Autistic, Sdc	Lowell Elementary	3/19/2024
1063357	Lind	Christine	Teacher, Elementary	Lawless Middle School 7-8	6/30/2024
1028925	Locke	Christopher	Teacher, Senior High	Bullard High School	2/29/2024
1004597	Ruppel	Patty	Specialist, Climate and Culture	Prevention And Intervention	6/12/2024
1076597	Sosa	Claudia	Teacher, Middle School	Kings Canyon Middle	6/7/2024
1084469	Vanryn	Lisa	Nurse	Health Services	3/22/2024

Classified Personnel

1080014	Breazeale	Kelsey	Assistant, Noontime	Hamilton School	3/4/2024
1084869	Carnegie	Ryonna	Assistant, Noontime	Addams Elementary	3/11/2024
1084987	Delgado	Steven Anthony	Paraprof, Mild/Moderate	Holland Elementary	6/6/2024
1063712	Gonzales	Adelia	Assistant, Noontime	Holland Elementary	2/22/2024
1083263	Gutierrez	Aldo D.	Paraprof, Instructional Asst	Kirk Elementary	3/29/2024
1074952	Gutierrez	Angelina	Paraprof, Mild/Moderate	Special Ed	2/22/2024
1081443	Longoria	Nicholas	Specialist, Tier II Intervention	Prevention And Intervention	3/18/2024
1080726	Meza Lopez	Amilcar	Custodian	Sunset K-8	3/22/2024
1078972	Navarro Gonzales	Elizabeth	Assistant, Noontime	Roeding Elementary	3/12/2024
1083360	Platz	Aaron	Assistant, Noontime	Bakman Elementary	3/14/2024
1071616	Ramirez	Alyssa	Assistant, Resrcr Cnslg	Roeding Elementary	1/31/2024
1084985	Richardson	Michaela	Paraprof, After Schl/Ext Day	Eaton Elementary	3/15/2024
1064381	Rodriguez	Hilda	Assistant, Noontime	Easterby Elementary	3/15/2024
1085489	Soto	Carmen	Operator, Telecommunication I	Telecommunications	2/9/2024

Management Certificated

1036127	Lopez-Cuevas	Marilyn	Principal III	Tehipite Middle	4/30/2024
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DECEASED

Classified Personnel

1019562	Miles	Carmelita	Paraprof, Extensive Support Needs	Figarden Elementary	3/5/2024
1062594	Quintero	Ruben	Assistant, Campus Safety	Yosemite Middle	3/18/2024

LEAVE REQUEST

Certificated Personnel

1068781	Janzen	Daleene	Teacher, Elementary	Turner Elementary School	8/13/2024
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Classified Personnel

1069390	Ramos	Jennifer	Assistant, Noontime	Bullard Talent 7-8	3/10/2024
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Management Certificated

1082289	Velo	Kaylee	Clinical School Social Worker	Project Access	4/5/2024
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R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1069142	McCoy	Stephanie	Teacher, Lrng Hndcp, Sdc	Fresno High	3/17/2024
1036260	Swartout	Stacey	Teacher, Elementary	Slater Elementary	3/12/2024

Classified Personnel

1043339	Hughes	Mara	Paraprof, Extensive Support Needs	Powers Elementary	3/10/2024
1051725	Leyva	Maria	Paraprof, Child Development	Columbia Elementary	3/14/2024
1064531	Maten	Tammy	Paraprof, Mild/Moderate	Wilson Elementary	3/21/2024

PROMOTIONS

Classified Personnel

1044646	Bosch	Maria	Paraprof, Extensive Support Needs	Powers-Ginsburg Elementary	4/16/2024
1067396	Camarce	Jefferson	Worker, Grnds Maint IV Aerator	Plant Operations	2/23/2024
1073087	Dhaliwal	Daljit	Nutrition Services Cook/Baker	Nutrition Services	2/20/2024
1074610	Melo	Sienna	Paraprof, Resource Lab	Adult Ed 5% Tech	3/6/2024
1067540	Ovalle	Andrea	Specialist, Tech Support I	Technology Services	3/11/2024
1083784	Romero De La Cruz	Daisy	Paraprof, Mild/Moderate	Sunset K-8	4/11/2024
1029202	Sommarstrom	Don	Supervisor, Grounds/Landscape	Plant Operations	7/6/2023
1037218	Xiong	Cha	Translator, Material Hmong	Translation and Interpret Serv	4/5/2024

Management Certificated

1049407	Salas	Wendy	Advisor, Guidance and Learning	Cooper Middle School	2/28/2024
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Management Classified

1064151	Cullers	Elizabeth	Manager III, General	Board Of Education	1/2/2024
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-3

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the March 06, 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

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







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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
March 06, 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 March 06, 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 also present.

Board Member Cazares arriving at 4:42 p.m. and Board Member Thomas leaving at 7:40 p.m.

Board President Wittrup CONVENED the Regular Board Meeting at 4:37 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

1. **Manuel Bonilla:** Commented that cancelling the Designated Schools program is a violation of the bargaining agreement.
2. **Andrew Colburn:** Commented that it does not make sense to cut teacher pay.
3. **Claudia Silva:** Advocated for the Designated Schools program.
4. **Catherine Uribe:** Advocated for the Designated Schools program.
5. **Jason Stansell:** Commented the rainy day fund should be used for budget issues. Advocated for the Bullard TALENT Forensic Team and addressed fundraising challenges being faced. Requested the Board to sponsor the team.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:51 p.m.

For the record, Board President Wittrup extended Closed Session to 7:37 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 7:41 p.m.

Reporting Out of Closed Session

- On a motion by Board Clerk Davis, seconded by Board Member Thomas, the Board acted in closed session to promote Darrin Person to Executive Director in Diversity, Equity, and Inclusion, 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.
- On a motion by Board Clerk Davis, seconded by Board President Wittrup, the Board acted in closed session on Resolution No. 24-44, to reassign certificated teaching staff to classroom teaching positions, 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.
- On a motion by Board Member Thomas, seconded by Board Clerk Davis, the Board acted in closed session on Resolution No. 24-46, to release an employee from an administrative position at the end of the 2023/24 school year and reassign the employee in accordance with their credentials, 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.
- On a motion by Board Clerk Davis, seconded by Board Member Levine, the Board acted in closed session on Resolution No. 24-47, to notify certificated administration of a potential reassignment to a lower duty year for the 2024/25 school year, 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

Vangie Carrillo led the Flag Salute.

HEAR Reports from Student Board Representatives

There were no reports this week.

HEAR Report from Superintendent

- March is full of recognition! This month we celebrate and honor Women's History Month, National Social Work Month, Art Education Month, Music in our Schools Month, National Nutrition Month, and this week is National School Breakfast Week! We hope you're all celebrating at our schools and keep an eye out on our social media for ways to share and be highlighted.
- We've also been putting a big focus on attendance lately! To see our students achieve their greatest potential, attendance is the first and most important step.

- Parents, we need your help making school a priority every day, giving our kids the learning time they need and deserve. And staff, you play a huge role in making our students want to show up every day! Thank you for welcoming them in the morning and making your classrooms a place where they are nurtured and supported. We all play a role and ensuring our students are at school learning each day. Every Day Counts!
- Families and staff, our Spring Climate and Culture Survey is now open! You should have received information and a link to participate on ParentSquare earlier this week. You can also head straight to our website and find the survey links through our homepage. These surveys every Fall and Spring help our district and our schools know what we're doing well and what we can improve upon. Please make your voice heard!
- Please join us tomorrow for the Foundation for Fresno Unified Schools Spill the Tea event celebrating Women's History Month! Participants will enjoy a high tea experience while hearing from a panel of female student leaders and a panel of amazing local female leaders from several different industries! Tickets are available on the Foundation's website at foundation4fusd.org under the events tab.
- The Foundation's annual Suit Drive is also coming up from March 18th through the 22nd. Last year, your support helped bring in more than 2,000 items. Let's exceed that total! Drop off gently used professional wear at the Professional Development Center on E Street or here in the Education Center. Be a part of shaping students' futures, one suit at a time.
- I've got several amazing shoutouts and congratulations to share this week as well:
 - Congratulations are in order for Patino School of Entrepreneurship for being named a California Distinguished School! Patino is one of just 293 middle schools and high schools across the state selected for prestigious recognition. Schools were selected by analyzing data reported through the 2023 Dashboard, with a focus on demonstrating excellence and growth in academic achievement and ensuring a positive school climate. Schools are recognized for exceptional student performance based on achieving exemplary performance in English language arts and math, reducing suspensions, and demonstrating high graduation rates.
 - Congratulations also go to Cambridge who has been named a Model Continuation High School! Model Continuation High Schools excel and provide exceptional opportunities for their students to pursue academic and social success. Cambridge will retain their Model Continuation High School status for three years and will be recognized at the CCEA Plus 2024 State Conference next month. Congratulations to Principal Pulos and the entire Cambridge team!
 - Shoutout to Sunnyside Teacher Jeannette Vestal who was featured in the Next Gen Personal Finance February newsletter for her work supporting financial literacy in the classroom. For nearly a decade, Jeannette has focused on financial life skills in her lessons. She brings a special passion and creativity to her work teaching high school students receiving mild to moderate special services. Congrats on the much-deserved recognition, Mrs. Vestal!

- Congrats also go to our Duncan JROTC drill team cadets who placed first in the Central California Drill Competition! Our students competed in Color Guard, Unarmed Standard, Unarmed Exhibition, Armed Standard and Armed Exhibition, practicing at 7am every school day and after school three days a week for months. They are led by retired TSgt. Michael Frank, who is also an aerospace science instructor at Duncan. The Duncan team is the current field meet champions, drill meet champions and valley drill champions. Way to go cadets!
- Last but certainly not least, I want to shoutout the Instructional Division and Parent University for a fantastic Literacy Celebration in honor of our Every Child Is A Reader initiative, working to ensure that every student can read by the end of 1st grade. Let's take a quick look at a video highlighting the event.
- Well done teams! Ensuring our students and families have the tools, resources, and books at their fingertips to support literacy is crucial to the success of our Every Child Is A Reader plans!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Cazares commented there are district baseball fields that could use some help. Commented baseball fields do not get the same level of investment as other sports, so it falls on parents to fund raise, and coaches to come in on the weekends to prepare the fields. Commented there may be a need for a special analysis for sports that require more intervention.

Member Cazares highlighted National Nutrition month and the Fresno Unified School District Nutrition Services.

Member Cazares heartfully thanked those that participated in the superintendent search listening sessions and surveys, as the input received is valuable and will help guide the Board when selecting a new superintendent.

Member Cazares shared she had the honor to read to students in grades first, third and fourth at Eaton and Robinson as part of Read Across American and will be at McCardle, Viking, and Vinland next week. Member Cazares shared it invigorates the soul to read to students.

Member Cazares reminded everyone to remember older students during the reading initiative and asked for a strategic plan of services for older students.

Member Islas provided a shout out to Patino for being listed as a California Distinguished School, and Duncan for their fantastic work. Member Islas shared that Board members are privileged in their role by being able to participate in Read Across American and it is warming to read to students in the classrooms.

Member Islas shared a shout out for teacher Shannon Ito at Norseman who is part of the American Sign Language program. Member Islas joined Shannon and visited classrooms. Member Islas made a request for a need analysis for the Deaf and Hard of Hearing program. Member Islas shared that one challenge within the program is the need for substitutes that can sign. Member Islas would like the district to explore how the district is incentivizing opportunities for community members to enter paraprofessional pathways to help fill specific needs.

Member Islas would like the district to find a way for a speech language pathologist at Norseman to attend a conference. The speech language pathologist also signs, and Member Islas commented this is rare to find.

Member Islas commented that students deserve better to ensure their safety on the way to school, and requested the district explore other models of how to staff crossing guards at schools. Member Islas requested the district revisit the idea of providing noon-time assistants with an additional thirty minutes and a cost analysis.

Member Islas thanked Paul and the team for bringing the new cafeteria at Ericson Elementary School closer to completion.

Student Member Pitcher provided a shout out to Edison High School and Computech Middle School for participating and placing at the Fresno County Science Olympiad. Computech placed first and Edison placed second and qualified for State.

Student Member Pitcher recognized National School Breakfast Week and commented he loves blueberry parfaits.

Clerk Davis referenced comments made before closed session and requested the district research reasons hindering the Forensic Team from fund raising. Clerk Davis asked if there is an opportunity for district scholarships when teams representing the district move to state and national competitions.

Clerk Davis shared she participated in Read Across America and read to students at Ayer, Greenberg, and Storey. Clerk Davis thanked Parent University for hosting the, Every Child is a Reader Celebration at No Surrender.

Clerk Davis thanked the community for providing feedback on what they would like to see in the next superintendent.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received one (1) request to address the Board on the Consent Agenda. The Individual's name and a summary of topic are as follows:

1. Itzi Robles spoke in support of agenda item A-4, Adopt Resolution in Support of the CalKIDS Program, on behalf of Assemblymember Joaquin Arambula.

For the record, Staff pulled, from the consent agenda, items A-9, APPROVE Addendum to the Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning; and, A-11, Approve Property, Liability, and Cyber Insurance for 2024/25; therefore, no discussion or action took place for items A-9 or A-11.

On a motion by Board Member Islas, seconded by Board Member Cazares, the Board approved the Consent Agenda except for agenda items A-4, A-6, A-7, A-8, A-9, A-11, A-14, and A-16, which were pulled for further discussion, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Clerk Davis, and Board President Wittrup. ABSENT: Board Member Thomas.

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 February 21, 2024.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the February 21, 2024, Board of Education regular meeting.

A-4, ADOPT Resolution in Support of the CalKIDS Program

ADOPTED as recommended, Resolution 24-41 in the Matter of Commitment and Support of the CalKIDS Program.

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

Member Levine advocated for the CalKIDS program and shared highlights of the program such as, beginning July 2021 all newborns automatically have money

deposited into an account for college; all students in grades first through twelve have \$500 waiting in a college savings account; and studies show students with money in an account for college are more likely to attend and graduate from college.

Member Levine shared students need to claim these accounts and requested the Superintendent bring a plan to the Board to strategically message the CalKIDS program. Member Levine commented that this compliments the Bulldog Bound program.

Member Jonasson Rosas thanked Member Levine and Itzi Robles for their comments. Member Jonasson Rosas shared personal challenges faced when trying to enroll in the CalKIDS program and looks forward to the opportunity of creating an easier process for Fresno Unified families.

Member Islas offered full support of the resolution and thanked Itzii Robles for attending and speaking at the meeting. Thanked Member Levine for being the Board's internal champion of the program. Member Islas commented from a personal perspective and shared that dollars in a savings account make a difference, no matter the amount as long as there is thought about sending students to college.

On a motion by Board Clerk Davis, seconded by Board Member Islas, the Board adopted Resolution No. 24-41 by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Clerk Davis, and Board President Wittrup. ABSENT: Board Member Thomas.

A-4a, ADOPT Resolution 24-42 for 2024-2025 Regarding the Elimination/Layoff and/or Reduction in Force for Permanent Classified Employees

ADOPTED as recommended, Resolution 24-42 regarding the elimination/layoff and/or reduction in force for permanent classified employees in the 2024/25 school year. Pursuant to Education Code sections 45117 and 45308, it has become necessary to eliminate or reduce classified positions due to lack of work or lack of funds for the 2024/25 school year.

A-4b, ADOPT Resolution 24-43 for 2024/25 Regarding the Reduction or Discontinuance of Particular Kinds of Services

ADOPTED as recommended, Resolution 24-43 regarding the reduction or discontinuance of particular kinds of services in the 2024/25 school year. Pursuant to Education Code section 44955, it has become necessary to reduce or discontinue particular kinds of certificated services for the 2024/25 school year.

A-5, ADOPT Resolution 24-37, Requesting an Exemption Renewal from the Education Code Definition of “School Building” for a Tutoring Center through the African American Academic Acceleration Program

ADOPTED as recommended, Resolution 24-37, and Exemption Request Form, State Allocation Board (SAB) 406 to request an exemption renewal from the definition of a “school building” for the Bethesda Apostolic Church buildings, located at 3723 E. Dakota Avenue in Fresno, for use as a Suspension Tutoring Center by the Office of African American Academic Acceleration.

A-6, APPROVE Agreement with the California Association of Directors of Activities

APPROVED as recommended, an Agreement with the California Association of Directors of Activities (CADA) Central for the purpose of attending the CADA/California Association of Student Leaders (CASL) annual conferences and conventions.

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

Member Jonasson Rosas first provided context for several items on the agenda and how they relate to the current budget situation, and being mindful that dollars can be used for multiple purposes, especially now the district is in contraction mode decisions need to be weighed more closely. In the past the district was blessed with one-time funds but now the discussion is about contraction.

Member Jonasson Rosas asked how the district benchmarks to show value for the investment.

Bryan Wells, Natasha Baker, Ed.D., and Superintendent Nelson, Ed.D. were available to provide clarity.

Superintendent Nelson, Ed.D., requested guidance from the Board pertaining to field trips, conferences, and items related to Goal 2 that may be difficult to quantify from a qualitative perspective. Asked if the Board is amenable to sharing their legislative intent as to what should be measured. This is an area where substantive conversations are needed.

Member Jonasson Rosas commented that relativity should be addressed as there are multiple student leadership opportunities which have not been evaluated as to which one is a better investment. Especially now with the budget situation Member Jonasson Rosas quantifies the cost as a position, a person within the district.

Member Jonasson Rosas has some pause not only with this item but with similar agreements. Member Jonasson Rosas is uncomfortable programming out further than July, until the May revise. Member Jonasson Rosas is not sure the district has adjusted thinking to the new budget reality and does not say this item is not worthy but asks if it is the best option now. Member Jonasson Rosas will vote No until sure an item is the number one option and other similar items are cut.

On a motion by Board Member Cazares, seconded by Board Clerk Davis, the Board approved agenda item A-6 by a vote of 5-1-0-1 as follows: AYES: Board Members: Cazares, Islas, Levine, Clerk Davis, and Board President Wittrup. NOES: Board Member Jonasson Rosas. ABSENT: Board Member Thomas.

A-7, APPROVE Agreement with UnaMesa Association dba InPlay

APPROVED as recommended, an agreement with UnaMesa Association dba InPlay, which has a Student Data Privacy Agreement with the Fresno Unified School District Information Technology Department valid until April 2026.

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

Member Jonasson Rosas commented on having the opportunity to speak on some of the challenges pertaining to this application, and asked if this agreement fixes those issues.

Maiyer Vang was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, the Board approved agenda item A-7 by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Clerk Davis, and Board President Wittrup. ABSENT: Board Member Thomas.

A-8, APPROVE Addendum to the Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to Conduct a Community Survey Regarding a Potential Bond Measure

APPROVED as recommended, an addendum to the agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct interviews in three languages, including additional polling of 100 likely voters in Trustee Area 7 which resulted in a survey with 821 respondents in English, Spanish and Hmong. Staff is requesting \$54,000 to support the additional services conducted to gauge voter continued interest in a potential 2024 bond measure to continue school facility improvements post Fresno Teachers Association (FTA) Negotiations October 2023.

For the record, Board Members had comments/questions pertaining to agenda item A-8. A summary is as follows:

Member Jonasson Rosas requested clarity as to the expansion of polling in only one trustee area. Requested clarity as to why the item is coming forward for approval rather than ratification as the work has already been completed. Member Jonasson Rosas commented it seems unusual to do only for one trustee, and as a trustee Member Jonasson Rosas would have wanted additional information for Trustee Area 2.

Member Cazares requested clarity as to why a poll was taken in trustee area 7. Member Cazares agreed some trustee areas have more acting voters than others and also agreed the option of additional polling should have been messaged to all board members.

Member Levine recalled receiving information during an FM3 meeting regarding push back in the Bullard regions. Member Levine agreed the district has room for improvement when items are brought for approval after the fact.

Paul Idsvoog was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Clerk Davis, the Board approved agenda item A-8 by a vote of 5-1-0-1 as follows: AYES: Board Members: Cazares, Islas, Levine, Clerk Davis, and Board President Wittrup. NOES: Board Member Jonasson Rosas. ABSENT: Board Member Thomas.

A-9, APPROVE Addendum to the Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning

ITEM PULLED BY STAFF, no discussion or action taken.

A-10, APPROVE Grant Application to the California Department of Education for the Golden State Pathways Program

APPROVED as recommended, a request for approval of a grant application to The California Department of Education for the Golden State Pathways Program to enhance an integrated sequence of courses that includes Career Technical Education (CTE), expand work-based learning experiences, and provides comprehensive student support. The Golden State Pathways Program Planning and Implementation Grant is to provide local educational agencies with the resources to promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education, and climate-related fields.

A-11, APPROVE Property, Liability, and Cyber Insurance for 2024/25

ITEM PULLED BY STAFF, no discussion or action taken.

A-12, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, one piggyback contract for use during 2023/24 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to replacement cells and filters for plugin air purifiers.

A-13, RATIFY Change Orders

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

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 8 presented for ratification: \$318,177

Bid 22-22, Multipurpose Room Audio/Visual System Upgrades at Various School Sites – Group B
Change Order 1 presented for ratification: \$0

Bid 23-09, Sunnyside High School New Career Technical Education Health Science Building
Change Order 2 presented for ratification: \$200,072

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project.
Change Order 2 presented for ratification: \$-39,071

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project
Change Order 2 presented for ratification: \$-41,423

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing
Change Order 3 (Multipurpose Building) presented for ratification: \$53,664

Bid 23-61, Classroom Audio/Visual Equipment Removal
Change Order 1 presented for ratification: \$25,350

A-14, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for projects which have been completed according to plans and specifications as follows: Bid 22-22, Multipurpose Room Audio/Visual System Upgrades at Various School Sites – Group B; and, Bid 23-34, Roosevelt High School Interim Housing.

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

“Agenda item A-14 on tonight’s Consent Agenda, concerns ratification of a Notice of Completion for Roosevelt High School Interim Housing Bid 23-24.

My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, this ratification will have no measurable financial impact on my property because this project was for two portable buildings which will be used during modification of the administration building, library, west hall, and theater which are already in place and part of RHS.

Moreover, the impact is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School’s attendance area.

Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote of this notice of completion pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict.”

On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board approved agenda item A-14 by a vote of 5-0-1-1 as follows: AYES: Board Members: Cazares, Islas, Levine, Clerk Davis, and Board President Witttrup. ABSENT: Board Member Thomas. ABSECTIONS: Members Jonasson Rosas

A-15, RATIFY Purchase Orders from December 01, 2023, through December 31, 2023 – Primary Report

RATIFIED as recommended, information on purchase orders issued from December 01, 2023, through December 31, 2023 – Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

A-16, RATIFY Purchase Orders from December 01, 2023, through December 31, 2023 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from December 01, 2023, through December 31, 2023 – Supplemental Report.

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

“Agenda item A-16 on tonight’s Consent Agenda contains agreements with Hands-On Central California. Hands-On of Central California, operates as the fiscal agent for the Fresno Street Saints. I am a member of the Board of Directors of the Fresno Street Saints. I did not participate in the making of the agreements related to this agenda item; however, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

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

“Agenda item A-16 on tonight’s Consent Agenda, contains purchase orders for California State University, Fresno, CSU Fresno Association, CSUF Association Food Service, the CSUF/Downing Planetarium, and Fresno State University. I am currently employed by California State University, Fresno.

Additionally, item A-16 also contains purchase orders with the Fresno County Economic Opportunities Commission, and I have been employed by Fresno County EOC, which is a nonprofit corporation.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with both Fresno State and Fresno EOC I have a remote financial interest in those purchase orders.

Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board approved agenda item A-16 by a vote of 4-0-2-1 as follows: AYES: Board Members: Cazares, Islas, Clerk Davis, and Board President Wittrup. ABSENT: Board Member Thomas. ABSENCES: Members Jonasson Rosas and Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-17, DISCUSS and APPROVE the 2023/24 Second Interim Financial Report

For the record, the Board received zero (0) requests to address the Board on agenda item B-17.

On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Davis, the Board approved the 2023/24 Second Interim Financial Report, by a vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Clerk Davis, and Board President Witttrup. ABSENT: Board Member Thomas.

B-18, PRESENT and DISCUSS the Initial Proposal for the 2024/25 Budget

For the record, the Board received zero (0) requests to address the Board on agenda item B-18.

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

Member Levine requested clarity as to when the district will know what option the Legislative Analyst Office has chosen. Requested clarity as to whether Safety is the only department not seeing cuts. Requested clarity as to whether cuts will take place in Ethnic Studies.

Member Jonasson Rosas commented it seems the district will see savings in the 2023/24 budget, and if the district has already contemplated those savings. Requested clarity as to if the \$30 million gap is already decreased by those savings. Requested clarity as to whether there are anticipated cuts to alternative education. Commented on having discussed the importance of safe routes to school but when considering cuts to LVNs, literacy coaches, and trainings for substitutes the \$300,000 for safe routes to schools could be postponed making sure there is enough to invest in those areas being cut; formally believes in safe routes to schools but the \$300,000 is better spent in LVNs and other areas mentioned.

Member Jonasson Rosas requested more information be provided pertaining to the programmatic impacts to the A4 department, what programs will be cut, what decision-making was used, and how programs were prioritized.

Member Islas commented that Adult Education is a jewel within the district and would benefit from enhanced communication and marketing. Member Islas would like the district to find more robust ways of increasing student enrollment at the adult school. Member Islas does not see it addressed in the proposed budget plan and it has been an increasing concern for a while.

Member Islas commented on safety and safe routes to school and asked if the work could be imbedded within the role of the 41 FTEs. Member Islas commented that a full-time NTA is not needed at all campuses; that elementary campuses should be prioritized and need more robust crossing guards. Member Islas did not say middle and high school campuses would not benefit but middle and high

school students are more autonomous and visible than elementary students. Additionally, having more robust infrastructure would encourage more students to walk and would help in the long run of decreasing congestion around campuses.

Member Islas would like the district to look at other models of how to provide increased supervision during the drop-off and pick-up time at campuses as these are times when students are at more risk of injury. Member Islas commented that any dollar invested to support the safety of students is important and reminded fellow board members safety was an item families listed as important in LCAP discussions.

Member Cazares requested clarity on the information provided on the reduction in attendance graph in the presentation, asked if the decreased attendance is being seen at a specific grade or age and asked if there is a program in place to encourage students back to school.

Member Cazares requested clarity on information provided on slide eleven pertaining to the reduction in contracted nurses' services of \$2.6 million, and how the reduction will impact the health and safety of students.

Member Cazares referenced slide twelve of the presentation and addressed the \$75,000 listed for safe routes to schools education/implementation for 15 current pilot sites; commented on holding off adding additional sites until the district is sure work is being done well. Requested information as to how the \$75,000 will be used.

Member Cazares requested more information on the adult education program and commented it is not given enough attention and would prefer to have someone from the department provide the Board with a robust presentation; what does the program do, what is needed to promote the program and encourage attendance, what is needed to make the program a better school. The status quo is not the road to take.

Member Cazares referenced slide fifteen and the referenced reductions, and commented the Board has provided directions year after year that this work is a priority and reductions should not take place in a department serving a population already not receiving services, and the district is not any way near close to meeting the goals of advancing the level of education for African American students.

Member Cazares referenced slide sixteen and the referenced reductions to Alternative Education and requested information on how the reductions will not impact services to students at the Farber Campus.

Member Cazares requested additional information be provided pertaining to reductions on slide seventeen.

President Wittrup thanked staff for the presentation and time provided to Board members to debrief. Echoed comments of Member Jonasson Rosas and urged staff to evaluate contracts and spending carefully, as \$150,000 for a contract may not seem like a lot but it could be an employee's job position.

C. RECEIVE INFORMATION & REPORTS

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

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Martha Soto advocated for the district to stand in support of Gaza.
2. Gloria Hernandez advocated for the district to stand in support of Gaza.
3. Elvia Olea provided key budget recommendations on behalf of Californians for Justice.
4. Ally Ayala shared from personal experience of attending a LCAP meeting. Ally commented that the meeting lacked promotion, youth, and meaningful engagement.
5. Hanna Frank shared as a student of Roosevelt High School and commented the LCAP meeting Hanna attended seemed to be performative and the LCAP did not reflect those it is meant to serve.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 10:20 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Adopt Resolution 24-39, Proclaiming April 2024 Autism Acceptance Month

ITEM DESCRIPTION: Included in the Board binders is resolution 24-39, proclaiming April 2024 as Autism Acceptance Month. The Center for Disease Control reports that more children are being diagnosed on the autism spectrum resulting in rates as high as one in 36 children nationally.

The Center for Disease Control reports:

- Four in 100 boys are identified with autism
- One in 100 girls are identified with autism
- Average age of autism diagnosis is 5.0
- Boys are four times more likely to be diagnosed with autism than girls
- Most children were still being diagnosed after age four, though autism can be reliably diagnosed as early as age two
- Autism affects all ethnic and socioeconomic groups
- Minority groups tend to be diagnosed later and less often

While there is no cure for autism, early diagnosis and intervention programs lead to significantly improved outcomes for individuals with autism.

The Autism Society of America announced the suggestion to shift in terminology from “Autism Awareness” to “Autism Acceptance.” Autism acceptance recognizes the inclusion of individuals with autism rather than being aware that someone has autism.

During the month of April, Fresno Unified School District urges all schools and individual citizens to participate in Autism Acceptance Month.

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

PREPARED BY: Tangee Pinheiro, Ed.D.

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

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

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







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Proclaiming)
The Month of April 2024)
Autism Acceptance Month)**

Resolution 24-39

WHEREAS, Autism is a neurodevelopmental disorder that may cause significant impairments in language, communication, social interactions, and repetitive behaviors. The Center for Disease Control reports that more children are being diagnosed with autism resulting in rates as high as one in 36 children nationally; and

WHEREAS, while there is no cure for autism, early diagnosis and evidence-based interventions lead to significantly improved outcomes for individuals with autism; and

WHEREAS, the Fresno Unified School District prides itself on the fact that its schools and community are student centered and committed to developing programs and services that meet the diverse academic and social emotional needs of the entire student body, including those with autism; and

WHEREAS, given the wide-ranging implications of autism, the Fresno Unified School District recognized the importance of increasing public awareness of the need to support individuals with autism and the family members, educators, and other professionals who teach and care for individuals with autism; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District designates the month of April as Autism Acceptance Month and urges all schools and individual citizens to participate in autism acceptance activities to become better educated about autism and create a better community for individuals with autism.

ADOPTED this 10th day of April by the Board of Education of Fresno Unified School District, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Susan Wittrup, President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Adopt Resolution 24-48, Proclaiming April 2024 as School Library Month

ITEM DESCRIPTION: Included in the Board binders is resolution 24-48, proclaiming April 2024 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians. During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs.

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

PREPARED BY: Marie Williams, Ed.D.

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

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

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







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Proclaiming)
The Month of April 2024)
School Library Month)**

Resolution 24-48

WHEREAS, April 2024 has been designated the 39th annual national School Library Month; and

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

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

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

WHEREAS, school libraries provide access to both physical and digital books to encourage children to read for pleasure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District designates the month of April 2024 as School Library Month

ADOPTED THIS 10 day of April 2024 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Susan Wittrup, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-6

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

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

TITLE AND SUBJECT: Adopt Revised Job Description for Chief, Human Resources/Labor Relations

ITEM DESCRIPTION: Included in the Board binders is the revised job description for Chief Human Resources/Labor Relations. This position is designated Management, exempt and placed E-33 of the Management Salary Schedule.

The revision to the job description more specifically delineates the function as the District's Title IX Coordinator within this position; facilitate, coordinate and monitor the District's compliance with Title IX of the Civil Rights Act of 1964.

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

PREPARED BY: Manjit Atwal

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Chief, Human Resources/ Labor Relations	REPORTS TO:	Superintendent
DEPARTMENT:	Human Resources/Labor Relations	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	E-33/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students; plan, organize, control, and direct the functions of Human Resources and Labor Relations; build capacity among staff; recruit, prepare, sustain, and challenge all leaders to achieve higher levels of individual performance and effectiveness in leading others; direct and manage the implementation of human resources planning, recruitment, selection, placement, discipline, labor and other related services and operations; collaborate and provide timely support to staff in meeting goals of the District to provide timely delivery of high quality services; connect the intellectual, human and cultural assets of various organizations to the District or provide access to high quality options and a variety of activities; effectively communicate with district leaders to provide constructive feedback to improve their effectiveness as they develop new leadership skills. Functions as the District's Title IX Coordinator; facilitate, ~~and~~ coordinate **and monitor** the District's compliance with its responsibilities under Title IX of the Civil Rights Act of 1964.

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

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students through the effective management of assigned areas; value risk taking and innovation in support of performance improvements throughout the District; hold administrators, teachers, and students accountable for increasing student achievement. **E**

Plan, develop, direct, manage and administer human resources/labor relations policies, practices, procedures and programs including recruitment, selection, classification, assignment, dismissal, discipline transfer, compensation, labor, leaves, performance evaluation and records. **E**

Serve as the Fair and Equal Opportunity in Employment Officer for the District and as liaison to the Fair and Equal Opportunity in Employment Committee. **E**

Functions as the District's Title IX Coordinator; facilitates, ~~and~~ coordinate **and monitor** compliance to Title IX of the Civil Rights Act of 1964, as well as state civil rights requirement regarding discrimination and harassment based on sex. **E**

Oversee prevention efforts to avoid Title IX violations from occurring; implement the District's discrimination complaint procedures with respect to sex discrimination and sexual harassment; coordinate investigation of complaints alleging discrimination based on sex, including sexual harassment. *E*

Serve as the case manager for personnel litigation. *E*

Strategize, develop, implement and direct a variety of innovative support programs, projects and activities related to the overall functioning and management of Human Resources and Labor Relations including professional development and in-service training of management personnel regarding employer-employee relations. *E*

Direct, coordinate and manage the collective bargaining responsibilities with employee bargaining units, interpreting collective bargaining contract language, and educating administrative staff on all aspects of employment related contract compliance; coordinate the processing of grievances and hold appropriate hearings. *E*

Administer the Labor Relations function of the District; serve as chief negotiator; keep the Superintendent and Board of Education informed regarding progress in negotiations. *E*

Serve as a member of the Superintendent's Cabinet to ensure all District actions align with objective and goals; assist and make recommendation to the Superintendent in the determination of resource allocation and levels of service according to establish policy. *E*

Keep abreast of developments and innovations in the field of education by reading current literature, attending professional association meetings, and by discussing developments and issues of mutual interest with other in the specific assigned field; maintain unit determination under the Public Employment Relations Board (PERB). *E*

Develop and implement strategic vision and direction for the division in alignment with District Core Beliefs and Commitments; provide technical and intellectual expertise regarding assigned functions; formulate and develop policies and procedures. *E*

Direct and maintain an efficient and effective system of data collection and organization; direct preparation and maintenance of a variety of narrative and statistical reports, records and files. *E*

Attend or chair a variety of meetings; represent the District in collaborative/partnerships/task forces with the City, County, human service agencies, institutions of higher education, business/industry, and judicial and law enforcement agencies as assigned by the Superintendent or Deputy Superintendent. *E*

Communicate and collaborate with other administrators, District personnel, collective bargaining units and contractors to coordinate activities and programs, resolve issues and conflicts and exchange information; present draft of negotiated proposals to the Superintendent for his review, recommendation and approval. *E*

Plan, develop, implement and monitor a program of performance evaluation and

accountability for all district staff including feedback loops that provide information to appropriate individuals. *E*

Direct the preparation and administration of the division budget and ensure efficient and effective use of material, budgets and human resources to accomplish District goals and objectives and to sustain and monitor a financial and human resources plan that ensures the viability of the District. *E*

Supervise and evaluate the performance and provide clear expectations and regularly support professional growth of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff; provide constructive feedback to improve staff effectiveness. *E*

Attend Board meetings; prepare board communication and present agendas and reports to the Board as requested by the Superintendent. *E*

Visit school sites and classrooms on a regular basis. *E*

Perform related duties as assigned by Superintendent or designee.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: advanced degree in personnel, business administration or related field and seven years increasingly responsible management experience including at least five years in a human resources department, with experience in employer-employee relations including negotiations.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the functions of Human Resources.

Federal, State and District laws, rules and regulations pertaining to employer-employee relations.

Requirements under state and federal sex discrimination laws, regulations, and guidance (including Title IX to advise the district about its policies, procedures, and practices and to coordinate investigation of complaints alleging sex discrimination and sexual harassment.

Grievance procedures including arbitration.

Labor relations and negotiation practices.

Compensation practices and personnel procedures and practices.

Interview and selection techniques and methods.

Credentialing laws.

Legal procedures and terminology and negotiation processes.

Budget preparation and control.

Principles and practices of management.
Oral and written communication skills.
Labor Relations law and employee contracts.
Current educational principles and practices related to assigned duties. Principles and practices of management.
Interpersonal skills using tact, patience and courtesy.
District organization, operations, policies, objectives and goals.

ABILITY TO:

Negotiate skillfully in difficult situations and strongly promote compromise to satisfy all parties.

Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.

Maintain current knowledge of trends in the assigned field.

Work with grievance procedures including arbitration.

Negotiate with a variety of union groups.

Manage labor contracts and labor relations.

Demonstrate loyalty and high ethical standards.

Learn new or updated computer systems/programs to apply to current work.

Plan and organize work to meet schedules and time lines.

Read, interpret, apply, and ensure compliance with applicable rules, regulations, policies and procedures. Demonstrate loyalty and high ethical standards.

Provide leadership, train and evaluate the performance of assigned staff.

Use student achievement data to develop student-centered goals for improving learning and teaching in classrooms to eliminate the achievement gap.

Manage change and help groups of people make decisions that remain over time.

Focus and appropriately allocate resources toward identified goals.

Communicate in formal and informal settings a message centered on teaching and learning, student achievement, and resource allocations using effective skills.

Perform courageously and ethically to accomplish stated goals.

Assist in sustaining and monitoring the financial viability of the district.

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

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

Analyze situations accurately and timely, and adopt or recommend effective courses of action.

Demonstrate high energy, potential and commitment to meet goals.

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

Actively participate in meeting District goals and outcomes.

Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; constant interruptions.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; sitting for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files.

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

E = Essential Functions

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-7

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with Appleby Imaging Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Appleby Imaging Inc. Appleby Imaging Inc.'s services focus on delivering professional business process improvement solutions. These services will provide high-quality support to the Instructional Division and other district departments.

Appleby Imaging Inc. specializes in content management software, automated workflow processes to replace paper-based processes, and full customization and integration to ensure needed workflow processes are applied seamlessly in their systems.

Appleby Imaging Inc. will provide service hours to create three automated workflow processes for Fresno Unified School District: Board Agenda/Communications Forms, Academic Return on Investment Forms, and Field Trip Permission Forms.

The outcomes of this agreement are to provide cohesion throughout the Instructional Division, reduce process timelines, and produce efficient processes that reduce human error.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$37,090 are available in the Professional Consulting Services and Operating Budget.

PREPARED BY: Tonisha Hargrove-Williams

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>30451</u>	
Vendor Number	
<u>Appleby Imaging Inc</u>	<u>1091 E. Monticello Circle, Fresno, CA, 93720</u>
Vendor Name	Address
<u>559-824-8347</u>	<u>Rory Quick</u>
Phone Number	Vendor Contact
From: <u>3/21/2024</u>	Through: <u>6/30/2024</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Tonisha Hargrove-Williams</u>	<u>Chief Academic Office</u> (559) 457-6223
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object) <u>030-0188-0601-0000-7200-5899</u>	
Annual Cost \$ 37,090.00 (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:

Appleby Imaging Inc will provide service hours to develop/design workflow processes to streamline multiple business processes for the Instructional Division. Included in the deliverables are the following:

- 20 Named User accounts including ongoing tech support.
- Basic setup and training for the workflow processes created which include design, implementation, and customization.
- Completed automated processes for field trips, board items, and Academic Return on Investment.

The overall outcomes of this contract are to provide coherence throughout the Instructional Division, reduce process timelines, and produce streamlined and efficient processes that reduce human error.

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:** 04/10/24 **Will contract be submitted with Bundled Contracts?** No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:	<u>Tonisha Hargrove-Williams</u>	<u>2-29-2024</u>
	Signed	Date
Reviewed & approved by Cabinet Level Officer	<u>M. B...</u>	<u>3-4-2024</u>
	Signed	Date
Reviewed & approved by Risk Management	<u>[Signature]</u>	<u>Mar 14, 2024</u>
	Signed	Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0188-0601-0000-7200-5899

District Contact Person: Tonisha Hargrove-Williams

Budget Manager Approval: *Jinda Sassano*

Contractor's Vendor Name: Appleby Imaging Inc

Contractor's Contact Person: Rory Quick

Contractor's Title: CEO

Contractor's Telephone
Number: 559-824-8347

Contractor's E-mail: rquick@applebyimaging.com

Contractor's Address: 1091 E. Monticello Circle, Fresno, CA, 93720

This Independent Contractor Services Agreement is made and entered into effective 3/21/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Appleby Imaging Inc ("Contractor").

1. Contractor Services. Contractor agrees to provide

20 Laserfiche Named User accounts which will include ongoing tech support.

Laserfiche Named User Support for all 20 Named User Accounts which include design, implementation, and customization.

Service hours to complete workflow processes for Field Trip Permission Forms, Board Agenda/Communications and Academic Returns on Investment Forms to produce efficient processes that reduce human error.

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 3/21/2024, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 37,090.00. Checks will be made payable to Appleby Imaging 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 AG

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Other _____
- f. Total Estimated Cost (Sum of paragraphs 4 and 5a – e): \$ 37,090.00

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 AG District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials AG 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: Appleby Imaging Inc

Name: Rory Quick

Address:

513 E. Portland Ave.
Fresno, CA 93720

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Appleby Imaging Inc

Rory Quick

Name: Rory Quick *Title:* CEO

2-29-2024

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Mar 14, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-8

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: A

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with Kaiser Permanente Workforce Health Program - Class Pass

ITEM DESCRIPTION: Included in the Board binders is an agreement with Kaiser Permanent Workforce Health Program to provide an employee wellness program called Class Pass. Class Pass is a fitness membership program offering fitness and exercise credits to participants, which can then be utilized at thousands of different studios and gyms across the United States and worldwide to book in-person fitness classes and gym time. Participants will also have access to an on-demand library of audio and video exercise workouts as part of their membership.

Price is dependent on the buy-up option and the number of participants. The employer cost is \$10 per participant per month. As part of Kaiser Permanente’s mission to promote wellness in the community, Kaiser has agreed to credit the plan for the first year up to \$100,000 for these services for the calendar year of 2024. The program will be re-evaluated for the 2025 calendar year.

The Class Pass program aligns with the Joint Health Management Board’s established goals and responsibilities for providing high-quality wellness care to active employees, retirees, and dependents.

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

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number	
Kaiser Permanente Workforce Health Progr	
Vendor Name	Address
	Jennifer Craighead
Phone Number	Vendor Contact
From: 05/01/2024	Through: 12/31/2024
Term (Duration)	
FUSD Contract Administrator:	
Steven Shubin	Benefits Department 559-457-3539
<i>Name</i>	<i>Site/ Dept Telephone number</i>

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

Annual Cost 0 (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:

Kaiser Permanente Workforce Health Program to provide an employee wellness program called Class Pass, it is a fitness membership program offering fitness and exercise credits to eligible employees, retirees, and dependents. A zero-dollar contract for the first year.

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:** 04/10/24 *(Contracts of \$15,000.00 or more)* Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Department Head:**  02/27/2024
Signed Date

Reviewed & approved by **Cabinet Level Officer**
Signed Date

Reviewed & approved by **Risk Management**  Mar 12, 2024
Signed Date

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

February 23, 2024

Steven Shubin
Fresno Unified School District

Re: Kaiser Permanente workforce health programs

Dear Steven Shubin:

This letter agreement (“**Agreement**”) memorializes our previous discussions about the Kaiser Permanente workforce health programs services that Kaiser Foundation Health Plan, Inc., on behalf of the Northern California Region (“**Kaiser Permanente**” or “**KP**”) is providing or arranging for Fresno Unified School District (“**Group**”). KP and Group are collectively the “**Parties**,” and each is a “**Party**.” The services provided or arranged for under this Agreement are described in Exhibits A (any combination of Exhibits A-1, A-3, A-6, etc.) and are referred to in this Agreement as the “**Services**.” The compensation rates applicable to Services are also included in Exhibits A. Exhibit B summarizes the Services chosen by Group and associated compensation rates.

ELIGIBLE GROUP PARTICIPANTS

Services will be available to certain Group participants as determined by Group, and the specific Group participants eligible for each Service are described in the various Exhibits A attached to this Agreement. Group participants include the following categories of participants:

Category of Group Participant	Description
1. KP-Subscribers	Group employees who are members of a KP health plan offered by Group (referred to as “ KP-Subscribers ”)
2. KP-Subscriber-Dependents	KP-Subscribers’ dependents, including spouses and domestic partners aged 18 or older who are members of a KP health plan offered by Group (referred to as “ KP-Subscriber-Dependents ”)
3. Non-Subscribers	Group employees who are <u>not</u> members of a KP health plan offered by Group (referred to as “ Non-Subscribers ”)
4. Non-Subscriber-Dependents	Non-Subscribers’ and KP-Subscribers’ spouses and domestic partners aged 18 or older who are <u>not</u> members of a KP health plan offered by Group (referred to as “ Non-Subscriber-Dependents ”)

The eligibility for any particular category of Group participant to access Services may vary by Exhibit and potentially within an Exhibit, and each Exhibit will control as to the availability of a Service to a particular Group participant.

SERVICES UNDER AGREEMENT

The Services are not regulated health plan benefits covered by KP when offered in the manner described in this Agreement. Group retains all responsibility for its group health plans’ compliance with applicable law (including, as applicable, the Employment Retirement Income Security Act and its implementing regulations), as well as for its employee wellness programs’ compliance with applicable law. KP does not provide legal advice to Group regarding the Services, and Group acknowledges its responsibility to consult with its own professionals for any legal advice regarding the Services.

INFORMATION NEEDED FROM GROUP

Where KP requires information or materials (for example, information about Non-Subscribers or access to space for work-site clinics) to perform its obligations under this Agreement, Group agrees to provide such information and materials (the “**Required Materials**,” as described in Exhibits A). KP will have the right (and, if necessary, Group will obtain any third party rights necessary for KP) to copy, modify, and otherwise use Required Materials and any other content, information, records, and

materials provided by or for Group to KP for the purpose of KP performing its obligations and exercising its rights under this Agreement. If KP does not receive the Required Materials in the specific manner and according to the terms set forth in this Agreement, KP will be under no obligation to provide the Services that require such Required Materials.

USE OF KP PROPRIETARY MATERIALS

With respect to Services provided by KP, Group acknowledges that, as between the Parties, KP will have all right, title and interest in and to: (a) all content, materials, reports, software and documentation, and any other works of authorship, analytical methodologies, data organization, processes, concepts, systems, know-how, ideas, inventions, and other technology, whether or not confidential, related to the Services, (b) all enhancements, modifications, improvements or derivatives to the foregoing (whether or not created by KP, alone or with others), and (c) all intellectual property rights related to the foregoing (collectively (a), (b) and (c) are referred to as the “**KP Proprietary Materials**”). Group will not acquire any proprietary rights or licenses in the KP Proprietary Materials.

KP grants to Group a non-exclusive, non-assignable, non-sublicensable, non-transferable right to use any KP Proprietary Materials delivered to it by KP solely in connection with this Agreement. Upon the expiration or termination of this Agreement for any reason, Group will have a non-exclusive, non-assignable, non-sublicensable, non-transferable right to continue to use the reports containing data as well as health education materials furnished by KP to Group under this Agreement. At all times, Group’s use of the KP Proprietary Materials is subject to and conditioned on Group’s compliance with the terms and conditions of this Agreement.

TERM AND TERMINATION

This term of this Agreement runs from May 1, 2024 (“**Effective Date**”) through December 31, 2024. If Services are still in process at the time of expiration of the term, the Agreement will continue until the Services are fully performed. Either Party may terminate this Agreement with or without cause, upon 60 days written notice to the other Party. Expiration or termination of this Agreement shall not affect those rights, obligations, powers, remedies, and liabilities that arose prior to expiration or termination or are continuing in nature.

NOTICES

All notices, consents, requests, demands or other communications to or upon the respective Parties will be in writing and will be effective for all purposes upon receipt, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier (with confirmed delivery), (iii) delivery by United States first class certified or registered mail, postage prepaid and (iv) transmittal by email (with confirmed receipt), addressed to the respective address provided on the signature page. Changes in address will be communicated pursuant to this paragraph.

COOPERATION

Each Party may use affiliates, consultants or other contractors (together, “**Delegates**”) in connection with the performance of its obligations and the exercise of its rights under this Agreement, provided that such Delegate will be subject to those obligations applicable to the delegating Party that are relevant to activities performed by Delegate.

Each Party will perform its obligations under this Agreement in a manner in accordance with all applicable laws and regulations. Where Group provides data on its employees to KP or a Delegate as necessary for performance of Services (for example, data on Non-Subscribers), Group agrees to follow applicable privacy law, including execution of a Business Associate Agreement where required. Each Party will cooperate with and participate in any activities reasonably necessary to assist the other Party in meeting its legal and regulatory obligations with respect to the Services, including cooperation with any review or examination of the other Party by any governmental agency. Such cooperation and participation will include, without limitation, cooperation with reviews and audits of paper, electronic, or other files, except to the extent inconsistent with applicable law. In accordance with applicable law, KP may use aggregated data and information collected in providing the Services.

Each Party recognizes that the other Party and its affiliates own or have the license to use certain logos, trademarks, service marks and trade names that identify the other Party and its affiliates and contractors and its and their products and services (“Marks”). All goodwill resulting from use of a Party’s and its affiliates’ and contractors’ Marks will inure solely to that Party, its affiliates or contractors, as applicable. Neither Party has acquired, and will not acquire, any right, title or interest in or to the other Party’s or its affiliates’ or contractors’ Marks. Each Party and its affiliates will not register or attempt to register the Marks or any trademark or service mark confusingly similar to the Marks of the other Party, its affiliates or contractors, and will retain the exclusive right to apply for and obtain registrations for its Marks and those of its affiliates throughout the world.

INVOICES

For any amounts owed by Group to KP, KP will submit an invoice to Group describing the Services provided. Group will pay KP within 30 days after receipt of the invoice. Payments will be made in U.S. currency to the KP address provided by KP.

MISCELLANEOUS

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Carol Li at carol.x.li@kp.org.

Very truly yours,

“Kaiser Permanente”

Kaiser Foundation Health Plan, Inc., on behalf of the Northern California Region

By: *Jennifer Craighead*
By: Jennifer Craighead (Mar 7, 2024 1:46 PST)

Print Name: Jennifer Craighead

Title: Executive Director, Workforce Health Consulting and Products

Date: Mar 7, 2024

Address for Notices: Workforce-Health-Notices@kp.org

Acknowledged and agreed to by:

"Group"

Fresno Unified School District

By: _____

Print Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Address for Notices: _____

Approve as to form:



Mar 12, 2024

Stacey Sandoval, Executive Director
Benefits & Risk Management

EXHIBIT A-5

FACILITATED CONNECTIONS WITH OTHER WELLNESS COMPANIES

Curated Plus Arrangements

KP will facilitate Group's introduction to other wellness companies and will offer access for Group to KP's negotiated pricing for their services.

Wellness Company	Description of Services
ClassPass	A fitness membership program offering fitness and exercise credits to participants which can then be utilized towards thousands of different studios and gyms across the United States and worldwide to book in-person fitness classes and book gym time. Participants will also have access to an on-demand library of audio and video exercise workouts as part of their membership.

Group Participants Eligible for this Service

x	KP-Subscribers
	KP Subscriber-Dependents
x	Non-Subscribers
	Non-Subscriber-Dependents

Fee Schedule

Wellness Company	Fee Schedule
ClassPass	Price dependent on buy-up option, and number of participants. Employer cost: \$10 per participant per month

Payment

As part of KP's mission to promote wellness in the community, KP agrees to credit Group for certain costs actually incurred by Group for eligible wellness services provided by the wellness company(ies) and during the time period(s) noted below, up to the maximum dollar amount specified below. In the event that the fees for these wellness services to Group's participants exceed the maximum credits provided by KP, KP will invoice Group for the difference.

Name of Wellness Company Eligible for KP Credit	Dates of Service During Which KP Credit is Eligible	Maximum amount of Kaiser Wellness Credits to Group for these Services
ClassPass	January 1, 2024 to December 31, 2024	Up to \$100,000

EXHIBIT B

SUMMARY OF SERVICES AND FEES

For Group's convenience, the following table provides a summary of the Services and fees outlined in this Agreement. In the event of a conflict between a provision in an Exhibit A and this Exhibit B, Exhibit A will control. As noted in the table, KP is providing some credits to offset Group's fees as part of KP's mission to promote wellness in the community.

Service	Eligible Participants	Expected Program Dates	Price Per Program	Kaiser Wellness Credits
Facilitated Connections with Other Wellness Companies				
ClassPass	KP Subscribers, Non-Subscribers	January 1, 2024 to December 31, 2024	Price dependent on buy-up option, and number of participants. \$10 per participant per month	Up to \$100,000
Total for Services				\$100,000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-9

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Men of Color in Educational Leadership

ITEM DESCRIPTION: Included in the Board binders is an agreement with Men of Color in Educational Leadership (MCEL) to provide support for affinity space development and individual mentoring and coaching of Fresno Unified leaders of color. The intent is to support our district's goal to increase recruitment and retention of staff reflecting the diversity of our community (Local Control and Accountability Plan, Goal 4). MCEL has been working with our Black/African American leaders for the past three years. The objective of this proposal is to extend the same support services through MCEL for our Latino and Asian leaders.

MCEL will offer strategic mentorship and coaching within Fresno Unified and facilitate individual and group discussion opportunities that will enable effective challenge navigation and promote positive change for leaders of color. Additionally, MCEL will serve as a resource and thought partner, engaging principal supervisors and Central Office leaders.

MCEL's mentoring services will be offered to Central Office leaders, Latinx and Asian site leaders, and one Black/African American female principal through one-on-one mentoring and coaching sessions, virtually and in person. They will also facilitate three affinity group sessions for 95 female and male Latinx site leaders.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$96,250 are available in the Leadership Development Budget.

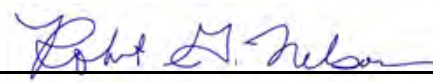
PREPARED BY: Kimberly Villescaz, Ed.D.

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3731

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>30800</u>		
Vendor Number		
<u>MCEL United</u>		
Vendor Name		
<u>407-271-2233</u>		
Phone Number		
From: <u>04/10/2024</u>		
Term (Duration)		
FUSD Contract Administrator:		
<u>Kim Villescaz</u>	<u>Leadership Development</u>	<u>559-281-8844</u>
<i>Name</i>	<i>Site/ Dept</i>	<i>Telephone number</i>
Budget (Fund-Unit-Dept.-Activity-Function-Object) <u>060-9075-0702-1110-2140-5899</u>		

Annual Cost \$96,250 (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:
Mentoring for female and male LatinX and AAPI site leaders, central office leaders, and one female Black/African American principal through one-on-one coaching/mentoring sessions, three affinity group sessions for 95 female and male LatinX site leaders.

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

Date Item is to appear on **Board of Education Agenda:** 04/10/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:	<u>Kimberly Villescaz</u>	<u>03/11/2024</u>
	<i>Signed</i>	<i>Date</i>
Reviewed & approved by Cabinet Level Officer	<u>[Signature]</u>	<u>3/12/24</u>
	<i>Signed</i>	<i>Date</i>
Reviewed & approved by Risk Management	<u>[Signature]</u>	<u>Mar 14, 2024</u>
	<i>Signed</i>	<i>Date</i>

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-9075-0702-1110-2140-5899

District Contact Person: Kim Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: MCEL United

Contractor's Contact Person: Harrison Peters

Contractor's Title: MCEL Co-Founder

Contractor's Telephone:

Number: 407-271-2233

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

Contractor's Address: 11471 Sunburst Marble Road Riverview, Florida 33579

This Independent Contractor Services Agreement is made and entered into effective 04/10/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and MCEL United ("Contractor").

1. Contractor Services. Contractor agrees to provide

1. Provide individual mentoring/coaching for FUSD leaders of color

-Building Leaders

a) Two in-person mentoring/coaching sessions, individual in-person & on-site at the leaders school site.

b) Two virtual coaching sessions, individual

c) Up to 20 total participants

d) March 2024-June 2024

e) Mentoring & coaching content: Unpacking problems of leadership practice, socio-emotional support/navigating the system, leading from a place of authenticity, leveraging lived experiences, and consultants will utilize MCEL's newly developed leadership competencies of leaders of color to support leadership development

-Central Office Leaders

a) Two in-person mentoring/coaching sessions, individual in-person

b) Two virtual mentoring/coaching sessions, individual virtual

c) Up to 4 total participants

d) March 2024 - June 2024

e) Content: unpacking problems of leadership practice, socio-emotional support/navigating the system, strategizing executive leadership moves, politically mapping for successful leadership, leading from a place of authenticity, leveraging lived experiences, and consultants will leverage MCEL's newly developed leadership competencies for leaders of color to support leadership development

2. Affinity Group development and group mentoring

a) Three sessions for each group: LatinX males, LatinX females

b) One in-person and two ZOOM sessions

c) 1.5-2 hours in length

d) March 2024 - June 2024

e) Session content: shared problems of practice, exercises in core leadership skills, socio-emotional group support/navigating the system, leaning on authenticity, access to nation MCEL network leaders

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

3. Term. This Agreement shall begin on 04/10/2024, and shall terminate on 06/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed \$96,250. Checks will be made payable to MCEL United. 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 HAP

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$96,250
- f. Other _____

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

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

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

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

10. Conflict of Interest. In consideration of the 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 HAP District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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


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

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

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

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

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


 Contractor's initials HAP 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: MCEL United

Name: Harrison Peters

Address:

11471 Sunburst Marble Rd.,
Riverview, FL 33579

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR


MCRL United

Harrison A Peters
Harrison A Peters (Mar 11, 2024 14:14 PDT)

Name: Harrison Peters *Title:* MCEL Co-Founder

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Mar 14, 2024

Date



Men of Color in Educational Leadership

**Proposal for Leadership Development Services
Affinity Space Development & Individual Mentoring/Coaching
Fresno Unified School District
March 1, 2024**

The MCEL Network- committed to fostering and enhancing the skill development of leaders of color to better their success and influence on change by gaining access to advancement opportunities- is pleased to submit a proposal to the Fresno Unified School District to continue working with its leaders of color to support their development through providing services surrounding **Quantity, Quality, and Care**.

MCEL's Treatment

- **Quantity:** Increase the number of leaders of color in education leadership; Representation matters.
- **Quality:** Equip leaders of color with the leadership skills, knowledge and the system of support to lead complex organizations that drastically improve the success of all students
- **Care:** Support leaders of color in navigating the unique challenges they face by creating spaces which supports being their authentic selves.

PROJECT OBJECTIVES:

- Provide strategic mentoring/coaching to leaders of color in Fresno Unified School District.
- Empower leaders of color to work in an authentic state.
- Facilitate individual and group affinity space discussion opportunities to grapple with present-day challenges to effectively navigate and bring about positive change.

PROJECT SCOPE OF THE WORK-- ACTIVITIES/DELIVERABLES

1. Provide individual mentoring/coaching for FUSD leaders of color

Building Leaders

- a) Two (2) in-person mentoring/coaching sessions
 - i. Individual in-person
 - ii. On-site at the leader's school
- b) Two (2) virtual coaching sessions (zoom) sessions
 - i. Individual virtual
- c) Up to 20 total participants
- d) April 2024– June 2024
- e) Mentoring & coaching content
 - i. Unpacking problems of leadership practice
 - ii. Socio-emotional support/navigating the system
 - iii. Leading from a place of authenticity



Men of Color in Educational Leadership

- iv. Leveraging lived experience
- v. Consultants will utilize MCEL's newly developed leadership competencies for leaders of color to support leadership development.

Central Office Leaders

- a) Two (2) in-person mentoring/coaching sessions
 - i. Individual in-person
- b) Two (2) virtual mentoring/coaching sessions (zoom) sessions
 - i. Individual virtual
- c) Up to 4 total participants
- d) April 2024 – June 2024
- e) Content
 - i. Unpacking problems of leadership practice
 - ii. Socio-emotional support/navigating the system
 - iii. Strategizing executive leadership moves
 - iv. Politically mapping for successful leadership
 - v. Leading from a place of authenticity
 - vi. Leveraging lived experience
 - vii. Consultants will leverage MCEL's newly developed leadership competencies for leaders of color to support leadership development.

2. Affinity Group development and group mentoring

- a) Three (3) sessions each for each group
 - i. Latinx males
 - ii. Latinx females
- b) One (1) In-person and (2) ZOOM sessions
- c) 1.5 – 2 hours in length
- d) April 2024– June 2024
- e) Session content
 - i. Shared Problems of Practice
 - ii. Exercises in Core Leadership Skills
 - iii. Socio-Emotional Group Support/Navigating the System
 - iv. Leaning on Authenticity
 - v. Access to national MCEL network leaders

Project Budget Summary

1) Individual mentoring/coaching for leaders of color	\$85,000
2) Affinity group development & group mentoring	\$11,250
Total	\$96,250

Budget includes all travel and materials costs.



Men of Color in Educational Leadership

MCEL (Men of Color in Educational Leadership)

PO Box 1671

Riverview, FL 33579

harrisonpeters@mcelleaders.org

stevenmgering@mcelleaders.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-10

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with ASM Global

ITEM DESCRIPTION: Included in the Board Binders is an agreement with ASM Global. The Board approved the original agreement on August 09, 2023.

School Leadership uses the Fresno Convention and Entertainment Center as a venue for its spacious facilities and accessibility to host monthly principal's meetings. Principal meetings are held regularly to receive professional learning, collaborate with colleagues, and receive time-sensitive information from district departments in support of the overall improvement of educational services for students.

The updated agreement would increase the original amount by \$65,000 for a total agreement amount of \$120,192. The additional costs for WIFI access, internet connectivity, parking, and setup were not included in the original agreement.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$65,000 are available in the School Leadership Title 1 Budget.

PREPARED BY: Marie Williams, Ed.D.

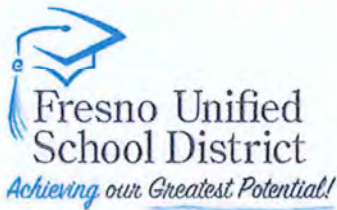
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29066
Vendor Number
 ASM Global 848 M Street, Fresno, CA 93721 Second Floor
Vendor Name *Address*
 (559) 621-8759 Helen Njenga
Phone Number *Vendor Contact*
From: 8/28/2023 **Through:** 6/30/2024
Term (Duration)
FUSD Contract Administrator:
 Dr. Marie Williams Instructional Division (559) 457-3754
Name Site/ Dept Telephone number

Budget (Fund-Unit-Dept-Activity-Function-Object) 060-3010-0617-1110-2100-5600

Annual Cost \$ 120,192.00 (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:

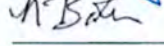
Room(s) rental for Instructional Division and principal's meetings on/or between August 28, 2023 and June 30, 2024. Principal meetings are held regularly to receive professional learning, collaborate with colleagues, and receive time-sensitive information from district departments in support of the overall improvement of educational services for students. The updated agreement would increase the original contract amount by \$65,000 for a total contract amount of \$120,192. The additional contract costs for WIFI access, internet connectivity, parking and setup were not included in the original contract.

Original contract was approved by Board on August 9, 2023 Agenda Item A-13.

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:** 04/10/2024 *Will contract be submitted with Bundled Contracts?* No
 (Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**  3/4/2024
Signed *Date*

Reviewed & approved by **Cabinet Level Officer**  3-4-2024
Signed *Date*

Reviewed & approved by **Risk Management**  Mar 11, 2024
Signed *Date*

Please return signed agreement back to (name/email) : Mai.Xiong17@fresnounified.org



BOARD OF EDUCATION

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Amendment

Date: March 20, 2024

Regarding: ASM Global

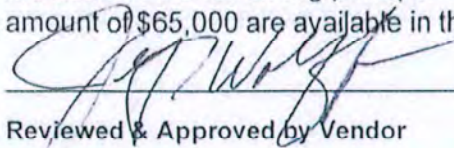
Amendment: This amendment is made to the agreement between Fresno Unified School District Instructional Division and ASM Global previously executed and approved by Fresno Unified Board of Education on August 09, 2023. The original contract terms were from August 28, 2023 through June 30, 2024 for a total contracted amount of \$55,192.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

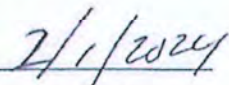
Item # 1 Additional Cost – Contract will need to increase by \$65,000 to cover second semester principal's meeting.

Item # 2 Payment – School Leadership will be adding an additional budget line, Title 1 funds, in addition to the two current budget lines tied to the contract.

Cost: The Independent Contractor Agreement will now increase from \$55,192 to \$120,192 to cover the costs of the remaining principal's meetings for the 2023/24 school year. Sufficient funds in the amount of \$65,000 are available in the School Leadership Title 1 budget.



Reviewed & Approved by Vendor



Date



Reviewed & Approved by Cabinet Level Officer

3-4-2024

Date



Reviewed & Approved by Executive Director, Risk Management

Mar 11, 2024

Date

Reviewed & Approved by Chief Financial Officer

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29066
Vendor Number
 ASM Global
Vendor Name
 (559) 621-8759
Phone Number
 From: 8/28/2023
Term (Duration)
 FUSD Contract Administrator:
 Dr. Marie Williams
Name
 848 M Street, Second Floor
Address
 Helen Njenga
Vendor Contact
 Through: 6/30/2024
Instructional Division (559) 457-3754
Site/ Dept **Telephone number**

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0500-0617-1110-2100-5600

Annual Cost \$ 55,192.00 (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:
Room(s) rental for Instructional Division and Principals meetings on/or between August 28, 2023 and June 30, 2024

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: 8/26/23 Will contract be submitted with Bundled Contracts? No Aug Bundle (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: [Signature] 7/26/23
Signed Date

Reviewed & approved by Risk Management 8/2/2023
Signed Date

Reviewed & approved by Department Head [Signature] 7/26/23
Signed Date

Please return signed agreement back to (name/email): Mai Xiong (Mai.Xiong17@fresnounified.org) / Mai Xiong / Mai.Xiong17@fresnounified.org



USE LICENSE AGREEMENT

- # 23-08-696-1480326
- # 23-10-696-1480328
- # 23-12-696-1480330
- # 24-01-696-1480332
- # 24-03-696-1480337
- # 24-04-696-1480339
- # 24-06-696-1480342
- # 24-06-696-1480341

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
 "Fresno Unified Principal's Meeting"
 % Dr. Marie Williams
 Instructional Superintendent
 Contact: Mai Xiong
 Phone: 559-457-3753 Fax: N/A
 Email: Mai.Xiong17@fresnounified.org

Date of Contract: August 28, 2023



HN	Prepared by
150	Estimated Total Attendance
YES	501 (c) 3 Non-Profit VERIFIED
YES	Profit Organization
N/A	CO-PRO w/FCEC

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of August 28, 2023 by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District whose current address is 2309 Tulare Street, Fresno, CA. 93721 (the "Licensee").

BACKGROUND

ASM GLOBAL is the manager of a facility commonly known as the Fresno Convention & Entertainment Center (the "Facility"), located at 848 M Street, Second Floor, Fresno, CA 93721, which is owned or leased by the City of Fresno (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, ASM GLOBAL desires to grant to Licensee, and Licensee hereby accepts from ASM GLOBAL, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) ASM GLOBAL hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "Authorized Areas"). This includes all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time"). Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from ASM GLOBAL prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent; an amount equal to the sum of ASM GLOBAL's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested. In addition, a rental fee in an amount determined by ASM GLOBAL to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM GLOBAL's management and operation of the Facility, ASM GLOBAL utilizes the services of approved local vendors (the "Third-Party Contractors"). Licensee hereby agrees that ASM GLOBAL shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a complex (such other non-Facility areas are collectively referred to herein as the "Complex"). Licensee further acknowledges that ASM GLOBAL will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM GLOBAL's reasonable control. Licensee hereby agrees to hold ASM GLOBAL, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and ASM

GLOBAL's and the Owner's general and administrative expenses) of every kind and nature whatsoever (collectively, the "Losses") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least sixty (60) days prior to the first Event day, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's and/or the City of Fresno Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by ASM GLOBAL and/or such Fire Marshall of the foregoing plan, ASM GLOBAL may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as ASM GLOBAL may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least sixty (60) days prior to the first Event, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's review (and/or the review of any consultant or representative engaged by ASM GLOBAL), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least four (4) weeks prior to the first Event day, Licensee shall provide to ASM GLOBAL information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

(iv) Licensee shall be solely liable for all Losses arising from Licensee's failure to deliver to ASM GLOBAL the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility will be used solely for the purpose of the Fresno Unified Principal's Meeting. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to ASM GLOBAL, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(d) Notwithstanding any other provision of this Agreement, neither ASM GLOBAL, nor the City, shall be responsible in any way for the acts or omissions of any of Licensee's invitees, staff or volunteers (whether or not authorized by Licensee) working, or otherwise present, at the Facility. Licensee shall indemnify, defend, and/or hold ASM GLOBAL and the City harmless for the acts or omission of any invitees, staff, and/or volunteers according to the provisions contained in Section 11 herein below.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) ASM GLOBAL shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM GLOBAL to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM GLOBAL, shall not be considered a breach of this Agreement by ASM GLOBAL, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM GLOBAL.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM GLOBAL, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM GLOBAL may accept, at its election delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless ASM GLOBAL for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM GLOBAL assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any Losses arising out of any rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Broadcast Fee, Additional Equipment and Service Expenses. In consideration of the grant of the license in Section 1 above, Licensee shall pay to ASM GLOBAL a license fee, broadcast fee, and shall reimburse ASM GLOBAL for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B.

(b) Broadcast Fee. ASM GLOBAL shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the Facility. Licensee may purchase such rights from ASM GLOBAL for a broadcast fee (the "Broadcast Fee") equal to the greater of (i) TWO THOUSAND FIVE HUNDRED, ~~(\$2,500)~~, or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from ASM GLOBAL pursuant to this clause (c), FIFTEEN PERCENT (15%) of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to ASM GLOBAL not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(c) Additional Equipment and Service Expenses.

(i) ASM GLOBAL shall provide on an exclusive basis, as required for each Event, the following services to include but limited to (collectively, the "Services"), the expenditures which are paid by Licensee to ASM GLOBAL ("Additional Equipment and Service Expenses"): ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by ASM GLOBAL at the request of Licensee or required by facility agreements.

(ii) ASM GLOBAL shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse ASM GLOBAL in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, and Broadcast Fee. The License Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment/Advance Deposit. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B. See Exhibit B for complete payment schedule.

7. Revenues and Costs. ASM GLOBAL shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Additional Equipment and Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to ASM GLOBAL no later than TEN DAYS (10) days after the date of a revenue-generating Event for the account of ASM GLOBAL a detailed written notice of the amounts claimed to be due to ASM GLOBAL pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "Statement"). Each Statement shall detail (i) with respect amounts collected by Licensee, with all deductions (sales tax, etc.) there from, (ii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) there from. Statements shall be deemed incontestable unless objected to by ASM GLOBAL, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by ASM GLOBAL.

9. Taxes. ASM GLOBAL shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to ASM GLOBAL not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to ASM GLOBAL, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or

issues related to the Event hereunder: sporting events, high-risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices.

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM GLOBAL for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, ASM GLOBAL, or otherwise, with a combined single limit of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) (including an extension of hired and non-owned coverage).

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) ASM GLOBAL and Owner shall be named as additional insured's there under. Not less than thirty (30) days prior to the first Event set forth on Exhibit A, Licensee shall deliver to ASM GLOBAL certificates of insurance evidencing the existence thereof, all in such form as ASM GLOBAL may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of (1) ASM GLOBAL, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, (2) ASM GLOBAL, General Manager, 848 M Street, Second Floor, Fresno, CA 93721, and (3) the City of Fresno, Attention: City Manager, 2600 Fresno Street, Room 2064, Fresno, CA 93721." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM GLOBAL at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) And "The City of Fresno, ASM GLOBAL, their officers, agents, volunteers and employees are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM GLOBAL, and the Licensee and their insurance shall have no right or recovery or subrogation against the operator."

(iii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iv) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(vi) All policies must be issued by companies authorized to do business in the State of California and assigned a rating of B+VI or better, per Best's Key Rating Guide, latest edition.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against ASM GLOBAL and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place

11. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless City of Fresno, ASM Global Parent, Inc., and their respective officers, directors, agents, employees and volunteers (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Additional Equipment and Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(a) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM GLOBAL shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM GLOBAL shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM GLOBAL by reason of this Agreement are unique and that ASM GLOBAL may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore ASM GLOBAL, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of ASM GLOBAL.

(e) Licensee shall not broadcast by television, radio or internet any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of ASM GLOBAL. If approval is granted by ASM GLOBAL, then all monies received from such broadcast will be considered as broadcast revenues for determining the Broadcast Fee due to ASM GLOBAL.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.

(g) Licensee shall not operate any equipment or materials belonging to ASM GLOBAL.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(j) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of ASM GLOBAL. In such event, donations or collections are granted by ASM GLOBAL in lieu of an admission, then all such monies received from such collections or donations will be considered as revenues for determining the License Fee due to ASM GLOBAL.

(k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by ASM GLOBAL in addition to all state and local laws, orders, or mandates including but not limited to OSHA and ADA.

(m) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of ASM GLOBAL.

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(o) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(p) If requested by ASM GLOBAL, Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by ASM GLOBAL in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by ASM GLOBAL to Licensee in any artwork or other depiction thereof.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee acknowledges that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event comply with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that ASM GLOBAL shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures.

18. Liquidated Damages. If Licensee cancels any Event or significantly reduces the use of Authorized Areas covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

(a) If Licensee cancels less than six (6) months before the first scheduled day of the Event, or is in default of any of the terms of this Agreement, the entire License Fee shall be payable to ASM GLOBAL as liquidated damages.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the Owner or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgment.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. ASM GLOBAL and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections, which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM GLOBAL. ASM GLOBAL shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, ASM GLOBAL shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, or (iv) when sent by facsimile and a confirmation receipt is obtained; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to ASM GLOBAL: ASM GLOBAL
848 M Street, Second Floor
Fresno, CA 93721
Attention: General Manager

Copy to: ASM GLOBAL
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428
Attention: Director of Risk Management
Facsimile: (215) 592-6699

If to Licensee: Fresno Unified School District
% Dr. Marie Williams,
Instructional Superintendent
2309 Tulare Street, Fresno, CA. 93721
Phone: 559-457-3753 Fax: NA
Email: Mai.Xiong17@fresnounified.org

(d) Non-Exclusive Use. ASM GLOBAL shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the **Fresno Unified Principal's Meeting** scheduled event. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel- room nights for the City of Fresno; the combined economic impact of the new event, must exceed the Fresno Unified Principal's Meeting date(s) revenues generated to the FCEC that would be impacted. The new event's combined economic impact will include anticipated sales tax, hotel tax, and FCEC facility revenues, based on verifiable historical data provided to FCEC. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move the **Fresno Unified Principal's Meeting** to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the Harvest of Hope. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.

(f) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(g) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement.

(h) Union Agreement. ASM GLOBAL is a party to a Union Agreement with Local 158 of IATSE in which the membership has been granted certain work related jurisdictions. The Union Agreement applies to most event types and all facilities that encompass the Fresno Convention & Entertainment Center (FCEC). The Licensee acknowledges this association; further the Licensee understands and agrees it will comply with the terms and conditions of the Union Agreement as administered by ASM GLOBAL with respect to the event herein described.

(i) Items NOT permitted in FCEC venues. The below items are not permitted inside the Fresno Convention & Entertainment Center venues. Prohibited items include, but not limited to:
Chewing gum / Candy / Silly String / Bubbles / Helium filled balloons (Excludes balloon arches/columns filled with compressed air) / Glitter / handheld Air Horns / Cold Sparkle Boxes
Use of oil-based Haze Machines / Open Flame Candles / Usage of tape onto anything other than stage production use. If such items as noted above are brought into FCEC venues, may result in fines to Licensee on final Settlement/Billing for event as applicable.


IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.


ASM GLOBAL, LLC

Jeff Wolff – General Manager
Fresno Convention & Entertainment Center

DATE Approved As To Form
8/2/2023
Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District


Dr. Marie Williams,
Instructional Superintendent
DATE 7/24/2023


Patrick Jensen, Chief Financial Officer








-  Client Initials If event details/room set up changes after Move In occurs, there will be a labor cost of \$50/per hour, per staff member needed to meet the room setup change(s).
-  Client Initials Certificate of Insurance (COI) showing proper coverage to be provided to FCEC as outlined on pg 7 of this License Agreement, Section 10.
-  Client Initials If Union IATSE Stagehands are unable to Walk-Away for a Meal period (no later than 5th Hour of work), Licensee must provide meals as applicable to avoid Meal Penalty charge(s) in Final Settlement/Billing.
-  Client Initials If FCEC provides meal(s) to Union IATSE Stagehands, the rate is \$30 per staff meal provided.
-  Client Initials NO confetti / streamers to be used without prior written consent from the venue. If any effect as such is used without venue consent a \$1,000 penalty fee will be included in the final Invoice/Settlement. Prohibited items included, but not limited to: Silly String, Bubbles, Helium filled Balloons (Excludes balloon arches/columns filled with compressed air), Glitter, handheld Air Horns, Cold Sparkle Boxes, Open Flame Candles, Propane tanks, Laser pens, Vaping devices.
-  Client Initials NO taping or attaching to venue property with signage/assigned dressing rooms backstage. If taping or attaching is used without consent in dressing rooms, a \$100 fee will be added to the final settlement/bill of this event.
-  Client Initials Saroyan Theatre/Arena events will be provided with package of (4) dressing rooms only, any additional space must be advanced with your Event Manager. Complete Backstage Dressing room requirement & ancillaries must be advanced prior to event Move-IN, including confirmation of dressing room quantity needed for this production. Any items not advanced or additional rooms/ancillaries needed backstage on Day of Show will be an added charge at time of event settlement.
Such items included, but not limited to:
* Risers * Piano * Piano tuning * Towels * Iron w/board * Clothing Steamer * Garment Racks * Gases *
* Laundry rooms * Exclusive Star Dressing w/private restroom/shower * Green room access/usage *
* Pipe/Drape on-stage quick-change dressing rooms *

EXHIBIT "A" TO USE LICENSE AGREEMENT

FRESNO UNIFIED PRINCIPAL'S MEETING

% Dr. Marie Williams

2309 Tulare Street, Fresno, CA. 93721

Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A

E-mail: Marie.williams1@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Aug 28, 2023	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Oct 30, 2023	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Dec 4, 2023	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Jan 29, 2024	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Mar 18, 2024	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	April 29, 2024	6:00AM – 5:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Monday	Jun 24, 2024-	6:00AM – 1:00PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor Lobby MR 2009-2012 MR 2013-2014 MR 2015-2018	Tuesday	June 25, 2024	6:00AM – 1:00PM	Move IN / Event / Move OUT

EXHIBIT "B" FINANCIAL SUMMARY REPORT

2023-2024 Principal Meeting
 % Dr. Marie Williams
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A
 E-mail: Marie.Williams1@fresnounified.org

August 28, 2023 - June 30, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN EVENT / MOVE OUT	Monday August 28, 2023 - Convention Center -2 nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi-Booking Discount	(\$919)
RENT TOTAL		NP-TOTAL \$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass. QTY: TBD	TBD
AUDIO/VISUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only, final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only, final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Signed License Agreement	\$0.0	August 28, 2023
Amount due with Signed License Agreement	\$6,899	September 1, 2023
TOTAL ESTIMATED EXPENSES	\$6,899	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

2023-2024 Principal Meeting
 % Dr. Marie Williams
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A
 E-mail: Marie.Williams1@fresnounified.org

Oct 30, 2023 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN/EVENT / MOVE OUT	Monday Oct 30, 2023 - Convention Center - 2 nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi-Booking Discount	(\$919)
RENT TOTAL	NP-TOTAL	\$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass: QTY: TBD	TBD
AUDIOMUSUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only; final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only; final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(S)
Signed License Agreement	\$0.0	Aug 28, 2023
Amount due with Signed License Agreement	\$6,899	Sept 20, 2023
TOTAL ESTIMATED EXPENSES	\$6,899	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

CLIENT INITIALED 

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"2023-2024 Principal Meeting"

% Dr. Marie Williams

2309 Tulare Street, Fresno, CA. 93721

Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A

E-mail: Marie.williams1@fresnounified.org

Dec 4, 2023 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN/EVENT/ MOVE OUT	Monday Dec 4, 2023 - Convention Center - 2nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi Booking Discount	(\$919)
RENT TOTAL		NP-TOTAL \$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass: QTY: TBD	TBD
AUDIOVISUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only, final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only, final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(S)
Signed License Agreement	\$0.0	August 28, 2023
Amount due with Signed License Agreement	\$6,899	Oct 23, 2023
TOTAL ESTIMATED EXPENSES	\$6,899	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"2023-2024 Principal Meeting"

% Dr. Marie Williams

2309 Tulare Street, Fresno, CA. 93721

Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A

E-mail: Marie.Williams1@fresnounified.org

Jan 29, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday January 29, 2024 - Convention Center - 2 nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi-Booking Discount	(\$919)
RENT TOTAL	NP-TOTAL	\$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass: QTY: TBD	TBD
AUDIO/VISUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only, final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only, final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(S)
Signed License Agreement	\$0.0	August 28, 2023
Amount due with Signed License Agreement	\$6,899	Nov 21, 2023
TOTAL ESTIMATED EXPENSES	\$6,899	

- a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"2023-2024 Principal Meeting"

% Dr. Marie Williams

2309 Tulare Street, Fresno, CA. 93721

Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A

E-mail: Marie.Williams1@fresnounified.org

March 18, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN/EVENT/MOVE OUT	Monday March 18, 2024 - Convention Center - 2nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi-Booking Discount	(\$919)
RENT TOTAL	NP-TOTAL	\$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass: QTY: TBD	TBD
AUDIO/VISUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only, final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only, final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(S)
Signed License Agreement	\$0.0	August 28, 2023
Amount due with Signed License Agreement	\$6,899	Jan 8, 2024
TOTAL ESTIMATED EXPENSES	\$6,899	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

"2023-2024 Principal Meeting"

% Dr. Marie Williams

2309 Tulare Street, Fresno, CA. 93721

Contact: Mai Xiong Phone: 559-457-3753 Fax: N/A

E-mail: Marie.Williams1@fresnounified.org

April 29, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN/EVENT/ MOVE OUT	Monday April 29, 2024 - Convention Center - 2nd Floor Meeting Rooms MR's 2009-2012- MR 2013-2014 - MR's 2015-2018 (6:00 am - 5:00pm)	\$6,118
VENUE OVERTIME	\$500/hr. (hours before 8am or after 11:59pm) (2 Hours)	\$1,000
SUBTOTAL		\$7,118
2024 DISCOUNT	Multi-Booking Discount	(\$919)
RENT TOTAL		NP-TOTAL \$6,199
EQUIPMENT		
BANQUET FUNCTION	Round Tables QTY: 15 Chairs QTY: 150 (Linens, glassware, utensils, plates provided) Value: \$750	INCLUDED
NON BANQUET TABLES/CHAIRS	Additional Tables: \$20/each QTY: TBD Additional Chairs: \$3/each QTY: TBD	TBD
STAGING	\$52 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$25 per logged in device (5-7 Mbps) QTY: 150	TBD
HARDWIRED INTERNET	\$1,400 per port	TBD
PARKING	\$8 per pass: QTY: TBD	TBD
AUDIO/VISUAL	Licensee can source or can select from FCEC approved vendor list	TBD
ELECTRICAL	\$95 per ISAMP Connect	TBD
SERVICES & PERSONNEL		
EVENT STAFF	Security *Estimate only, final based on actual client/event hours	TBD
UNION STAGEHAND	Stagehands/Loaders *Estimate only, final based on actual client/event hours	\$700 (+/-)
EVENT INSURANCE	MVP insurance \$1/person in attendance or insurance provided by Signatory QTY: TBD	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$6,899

Estimated expenses of \$6,899 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Signed License Agreement	\$0.0	August 28, 2023
Amount due with Signed License Agreement	\$6,899	Feb 22, 2024
TOTAL ESTIMATED EXPENSES	\$6,899	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% - 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with Kaleidoscope

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Kaleidoscope. Due to receiving more Fresno Unified Scholarship applications than originally expected, the College Career Readiness department requests an additional \$3,850 to have Kaleidoscope provide additional services. The applications received from graduating high school senior students from various Fresno Unified school sites exceeded the anticipated 600 applications originally expected and a total of 853 applications have been received. The additional \$3,850 ensures all applications are equitably reviewed as part of the scholarship process. This addition will bring the total agreement cost to \$31,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$3,850 are available in the General Fund.

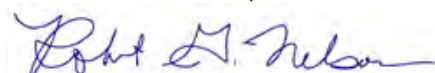
PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>301120</u>	
Vendor Number	
<u>Kaleidoscope Group PBC</u>	<u>212 3rd Ave N, Sute 205, Minneapolis, MN 55401</u>
Vendor Name	Address
<u>1-800-278-8762</u>	<u>Zach Kittelson</u>
Phone Number	Vendor Contact
<u>From: 8/10/2023</u>	<u>Through: 6/30/2024</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Jeremy Ward</u>	<u>College & Career Readiness</u> <u>559-248-7465</u>
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)	<u>060-7412-0706-1110-3110-5899</u>

Annual Cost \$ 31,000.00 (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:

Kaleidoscope is an online platform for our current FUSD scholarship. Forms are accessible online and Kaleidoscope provides communication via email, SMS and will score applications by two reviewers as well as notify and allocate funding to winners and notify students that were not selected for an award.

Amended contract to cover 253 additional applications beyond what was anticipated.

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

Date Item is to appear on Board of Education Agenda: 04/10/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:	<u>[Signature]</u> <small>Jeremy Ward (Mm 20, 2024 06:53 PM)</small>	
	Signed	Date
Reviewed & approved by Cabinet Level Officer	<u>[Signature]</u>	3/20/2024
	Signed	Date
Reviewed & approved by Risk Management	<u>[Signature]</u>	Mar 20, 2024
	Signed	Date

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



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

Date: March 20, 2024

Regarding: Kaleidoscope

Amendment: This amendment is made to the agreement between Fresno Unified School District College and Career Readiness and Kaleidoscope dated from 8/10/23 – 6/30/24 for a total contracted amount of \$25,000 previously executed and approved by Fresno Unified Board of Education of 8/9/2023. The amendment is being made to cover the additional expenses of 253 unanticipated increase in applications to 853 from anticipated 600 student scholarship applications.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from the previously executed agreement of \$27,150 to **\$31,000** effective 3/20/24.

Item # 4 Payment – Updated Not to Exceed amount to **\$31,000** effective 10/20/23.

Item # 5.f. Total Estimated Cost – Update amount to **\$31,000** effective 10/20/23.

Cost: The Independent Contract Agreement will increase by \$3,850, which brings the new contract total to \$31,000. Sufficient funds in the amount of \$31,000 are available through the general funds budget.

Jody Johnson

03/20/2024

Reviewed & Approved by Vendor

Date

N. B. [Signature]

3/20/2024

Reviewed & Approved by Cabinet Level Officer

Date

[Signature]

Mar 20, 2024

Reviewed & Approved by Executive Director, Risk Management

Date

Reviewed & Approved by Chief Financial Officer

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 06, 2023,

AGENDA ITEM A-36

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Addendum to the Agreement with Kaleidoscope

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Kaleidoscope. The agreement with Kaleidoscope needs to be increased from \$25,000 to \$27,150 to provide additional services to support the facilitation of scholarship application and awarding process for graduating seniors through the Foundation for Fresno Unified Schools. Additional funding and services will include support in scoring student applications, improved communication, and encouragement for students to complete applications via Short Message Service (SMS) text messages and to provide disbursement of awards to the student scholarship winners.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$27,150 are available in the General Funds Budget.

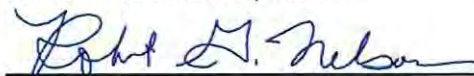
PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

301120
Vendor Number

Kaleidoscope Group PBC

212 3rd Ave N, Minneapolis, MN 55401

Vendor Name
1-800-278-8762

Address
Zach Kittelson

Phone Number

Vendor Contact

From: 8/10/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward

College and Career Readiness 559-248-7465
Site/ Dept Telephone number

Name

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-0706-1110-1000-5899

Annual Cost \$ 27,150.00

(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:

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and tablet responsive that will be broadly available across devices and browsers. They will also provide scoring support, SMS reminder text messages to students who began the application and disbursement of payment support to our identified scholarship winners. Kaleidoscope will support management of the FUSD scholarship program.

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: 12/06/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

10/27/2023
Date

Reviewed & approved by Risk Management

Signed

Oct 31, 2023
Date

Reviewed & approved by Department Head

Signed

10/20/23
Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or



BOARD OF EDUCATION

Clonoveva Isins, President
Susan Willrup, Clerk
Valerio F. Davis
Claudia Cazares
Elizabeth Jonasson Rosas
Keshia Thomas
Andy Levine

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Amendment

October 20, 2023

RE: Ratify Agreement with Kaleidoscope

SUMMARY: Approval is requested for the amended service contract agreement between Fresno Unified School District/College and Career Readiness and Kaleidoscope for an increase of \$2,150 for additional services provided.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District College and Career Readiness and Kaleidoscope dated from 8/10/23 – 6/30/24 for a total contracted amount of \$25,000* previously executed and approved by Fresno Unified Board of Education on 8/9/2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from the previously executed agreement of \$25,000 to \$27,150 effective 10/20/23.

Item # 4 Payment – Update Not to Exceed amount to \$27,150 effective 10/20/23.

Item # 5.f. Total Estimated Cost – Update amount to \$27,150 effective 10/20/23.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by \$2,150, which brings the new contract total to \$27,150. Sufficient funds in the amount of \$27,150 are available through the general funds budget.



BOARD OF EDUCATION

Genoveva Islas, President
Susan Wiltruy, Clerk
Valerio P. Davis
Claudia Cazaros
Elizabeth Jonsson Rosas
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.



Reviewed & Approved by **Cabinet Level Officer** 10/27/2023
Date



Reviewed & Approved by **Executive Director, Risk Management** Oct 31, 2023
Date


Patrick Jensen (Dec 12, 2023 08:19 PST)

Reviewed & Approved by **Chief Financial Officer** Dec 12, 2023
Date



Reviewed & Approved by **Contractor** Date

FEDERAL FUNDING WILL NOT BE USED

Board Approved
August 9, 2023
Agenda Item A-13



Fresno Unified School District
Actualizing our Greatest Potential

Fresno Unified School District Contract Routing Form

Completed Independent contract agreement must be attached

301120
Vendor Number

Kaleidoscope Group PBC 212 3rd Ave N, Site 205, Minneapolis, MN 55401
Vendor Name Address

1-800-270-8762 Zach Kittelson
Phone Number Vendor Contact

From 8/10/2023 Through 6/30/2024

FUSD Contract Administrator:
Jeremy Ward College and Career Readiness 559-240-7465
Name Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-7412-0706-1110-3110-5899

Annual Cost \$ 25,000.00 (Contract will not be authorized to exceed this amount w/)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:
Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and Tablet responsive that will be broadly available across devices and browsers. They will support management of the FUSD scholarship program.

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: 08/09/23 Will this contract be submitted with Bundled Contracts? Aug. Bundle
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: [Signature] 7/12/23
Signed Date

Reviewed & approved by Risk Management: [Signature] 7/14/2023
Signed Date

Reviewed & approved by Department Head: [Signature] 7-12-23
Signed Date

Please return signed agreement back to (name/email): Maria Pena Mariadelrosar.penalopez@fresno



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7412-0706-5899-1110-3110

District Contact Person: Jeremy Ward

Budget Manager Approval: 

Contractor's Vendor Name: Kaleidoscope

Contractor's Contact Person: Jody Johnson

Contractor's Title: CFO

Contractor's Telephone

Number: 612.474.3111

Contractor's E-mail: zach.kittelson@mykaleidoscope.com

Contractor's Address: 212 3rd Ave N, Site 205, Minnetonka, MN 55401

This Independent Contractor Services Agreement is made and entered into effective 8/10/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Kaleidoscope ("Contractor").

1. Contractor Services. Contractor agrees to provide

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and Tablet responsive that will be broadly available across devices and browsers. They will support management of the FUSD scholarship program.

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

August 10, 2023

3. Term, This Agreement shall begin on ~~7/10/2023~~, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment, District agrees to pay Contractor at following rate of _____ per invoice, Not to exceed \$ 25,000.00. Checks will be made payable to Kaleidoscope. 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 JJ

a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.

c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies _____ As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 25,000.00

f. Other _____

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

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

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

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

10. Conflict of Interest, In consideration of the District's Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the condition of services under this Agreement.

Contractor's Initials JJ

District's Initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 gg 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:

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

Contractor: Kaleidoscope

Name: Zach Kittelson

Address:

212 3rd Ave N, Site 205, Minneapolis, MN
55401

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

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



Printed Name (Aug 17, 2023 09:50 PM)

Date

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



7/14/2023

Date

CONTRACTOR

Kaleidoscope



Name Jody Johnson, Title CIO

07.12.2023

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

301120

Vendor Number

Kaleidoscope Group PBC

212 3rd Ave N, Minneapolis, MN 55401

Vendor Name

Address

1-800-278-8762

Zach Kittelson

Phone Number

Vendor Contact

From: 8/10/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness 559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-0706-1110-1000-5899

Annual Cost \$ 27,150.00

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

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

Yes

No

Scope of Work Summary:

Kaleidoscope will work to improve our current FUSD scholarship by making accessible online forms that will be mobile and tablet responsive that will be broadly available across devices and browsers. They will also provide scoring support, SMS reminder text messages to students who began the application and disbursement of payment support to our identified scholarship winners. Kaleidoscope will support management of the FUSD scholarship program.

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: 12/06/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

MBA
Signed

10/27/2023

Date

Reviewed & approved by Risk Management

[Signature]
Signed

Oct 31, 2023

Date

Reviewed & approved by Department Head

[Signature]
Signed

10/20/23

Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 24-05S, Special Education Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 24-05S, Special Education Services. The Board approved the RFQ on February 21, 2024, to qualify vendors for services such as Speech Language Pathologist, Speech Language Pathologist Assistant, Inclusion Specialist, Sign Language Interpreter, Occupational Therapy, Physical Therapist, Orientation and Mobility Specialist, Adapted Physical Education Specialist, Orthopedic Impairment Specialist, Academic Tutoring, Registered Behavior Technician, Board Certified Behavior Analyst, School Psychologist, Psychologist, Paraeducator, Non-Public School Education, Behavior Interventionist, and Educationally-Related Mental Health Services provider in the categories of Professional Development and Indirect/Direct Student Services. The term is for five years and will begin upon Board approval through February 21, 2029.

These current vendor designations are the result from the need of additional vendor submittals. This supplemental round closed on February 16, 2024, and all vendor designations are consistent with the evaluation and selection process set forth in the RFQ.

Successful implementation and delivery of services will include documented delivery of services, improved graduation rates for students with special education services, and improved Individualized Education Program compliance. Category A is intended to serve up to 315 Fresno Unified employees for professional learning. Category B will be utilized to serve up to 10,237 students with Special Education Services; such services will only be requested if there are needs due to shortages of qualified Fresno Unified staff at the elementary, middle, and high schools.

Category A, Professional Development (10 qualified vendors) Estimated amount \$1,500,000.

Category B, Indirect/Direct Student Services (10 qualified vendors) Estimated amount \$20,000,000.

Purchase orders for services provided by approved vendors are presented to the Board for ratification on monthly reports. The RFQ, vendor proposals and scoring matrix are available for review in the Purchasing Department.

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

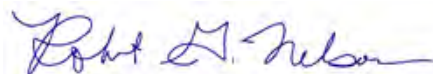
PREPARED BY: Tangee Pinheiro, Ed.D.

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 24-05S, SPECIAL EDUCATION SERVICES

RFQ 24-05S: CATEGORY A – PROFESSIONAL DEVELOPMENT

Better Behavior Collective	Fresno, CA
Crisis Prevention Institute, Inc.	Milwaukee, WI
Education Behavior Consultants, Inc.	Fresno, CA
Effective School Solutions, LLC	New Providence, NJ
Enome, Inc.	San Mateo, CA
Grafton School, Inc. dba Grafton Integrated Health Network	Winchester, VA
Intelexia, LLC - Aprendo Leyendo	Greenwich, CT
Intelexia USA, LLC - PAF Reading Program	Cos Cob, CT
JRG Legal Consulting, A Professional Corporation	Modesto, CA
STAR Autism Support, LLC	Portland, OR

RFQ 24-05S: CATEGORY B – INDIRECT/DIRECT STUDENT SERVICES

Abington Speech Pathology Services, Inc.	Lake Forest, CA
Aequor Healthcare, LLC	Torrance, CA
Better Behavior Collective	Fresno, CA
Cornerstone Educational Solutions	Upland, CA
Covelo Group, Inc.	Scottsdale, AZ
DotCom Therapy, Inc.	Westminster, CO
Education Behavior Consultants, Inc.	Fresno, CA
Effective School Solutions, LLC	New Providence, NJ
New Life Physical Therapy Services, P.C. dba HealthPRO Pediatrics	Greenville, SC
Tutor Me LA, LLC	Los Angeles, CA

Fresno Unified School District
Board Agenda Item

AGENDA ITEM A-13

Board Meeting Date: April 10, 2024,

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Project Labor Agreement with Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council – Aviation Academy Project

ITEM DESCRIPTION: Included in the Board binders is copy of a project labor agreement (“PLA”) between the District and the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council (“Trades Council”). It is requested that the Board consider the approval of the PLA based on the terms and conditions and, if approved, direct District staff to incorporate the PLA into the bid documents for the Aviation Academy project. District staff will also be directed to take all other actions necessary to implement the PLA pursuant to its terms and conditions.

A PLA is a contract between a project owner and building trades unions in which various terms, work site conditions, worker qualifications, dispute resolution processes, etc. are negotiated prior to the beginning of a project. This PLA would cover only the Aviation Academy project, which is currently in the conceptual planning design phase.

The district has previously entered into single project PLAs with the Trades Council for the Herrera Elementary School project and the Farber Education Center project respectively. Like those PLAs, this agreement requires that the Trades Council provide career technical training opportunities internships and pre-apprenticeship opportunities that will directly benefit District students and graduates and increase the likelihood of them graduating with the skills needed to contribute and thrive in a changing world. Also, the member unions agree that they will exert their best efforts to refer and/or recruit local skilled craft workers, including city residents, local veterans, District graduates and local Multi-Craft Core Curriculum (MC3) graduates to fulfill the requirements of the employers.

If approved, the PLA will be included in the bid documents for the Aviation Academy project, and the successful bidder and all its subcontractors will be required to comply with all terms and conditions of the PLA.

FINANCIAL SUMMARY: There is no cost to the district at this time. Current funding designated for this project will come from Expanded Learning Opportunities Program funds.

PREPARED BY: Alex Belanger

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

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

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





PROJECT LABOR AGREEMENT

BY AND BETWEEN

FRESNO UNIFIED SCHOOL DISTRICT

AND

FRESNO, MADERA, KINGS AND TULARE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

FOR THE CONSTRUCTION OF THE AVIATION ACADEMY PROJECT

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**FRESNO UNIFIED SCHOOL DISTRICT
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF THE
AVIATION ACADEMY PROJECT**

This Project Labor Agreement (the “**Agreement**”) is entered into by and among the Board of Education for the Fresno Unified School District (the “**District**”), the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council (the “**Council**”), and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the “**Union**” or “**Unions**”). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “**Party**” or “**Parties.**”

The Parties to this Agreement understand that if this Agreement is acceptable to the District, the policy of the District will be for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “**Attachment A**”), and to require required subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

The District shall actively administer the obligations of this Agreement by ensuring that this Agreement is part of all contracts for Project Work and by developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and assist the Council in administering this Agreement. The Council shall monitor compliance with this Agreement.

The term “**Apprentice**” as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “**Contractor(s)**” or “**Employer(s)**” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

The term “**Joint Labor/Management Apprenticeship Program**” as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “**Letter of Assent**” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the District and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Attachment A.

The term “**Project**” or “**Project Work**” as used in this Agreement means the District’s Aviation Academy project.

The term “**Master Labor Agreement**” or “**MLA**” as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Background: The District's new construction and major rehabilitation projects will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this Project is to provide new construction and major rehabilitation of the District's facilities at the Project site so as to provide sufficient facilities and technologies to educate properly the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftsperson's, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District’s goal that Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents: The vast amount of new school construction, substantial rehabilitation, and capital improvement work scheduled to be performed by the District will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or

outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those District residents and other individuals wishing to pursue a career in construction. Further, the District, the contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Local and Small Business: The Project will provide many opportunities for local and small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the District, and other organizations retained by the District for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Specifically, all parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local and small businesses on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses, and residents of the District.

Section 1.4 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that a force majeure event, a default or a termination of a construction contract could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Workers' Compensation Carve-out: Further, the parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by California Labor Code, Section 3201.5, as revised. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the

District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

Section 1.6 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.7 Binding Agreement on Parties and Inclusion of District Residents and Businesses: By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 General: This Agreement shall only apply to work which is contracted out by the District. This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Covered Work:

(a) Specific: The Project is defined and limited to the District's **Aviation Academy Project**; however, carved out of this Agreement are all prime contracts and subcontracts flowing from that work that are One Hundred Fifty Thousand Dollars (\$150,000) or less with a cap on the carve out of five percent (5%) of the construction cost estimate for the Project. The cap shall not to be absorbed by any single craft.

(b) Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. To the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations, Contractor(s), including brokers, of persons providing construction trucking work, shall provide certified payroll records to the District within ten (10) days of written request or as required by the bid specifications.

(c) The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered. It is understood by the Parties that the District may at any time, and at its sole discretion, add additional projects under this Agreement not otherwise covered by this Agreement.

Section 2.3 Bundling of Contracts: The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to utilize the services of small and local business enterprises for such construction and rehabilitation work, that Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

- (a) Work of Contractor's non-manual employees, including but not limited to: superintendents; administrators; teachers; supervisors; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; other professional, engineering, and supervisors above the level of general foreman; management employees; executives; and employees performing services for which a prevailing wage has not been established by the Department of Industrial Relations.
- (b) Equipment and machinery owned or controlled and operated by the District;
- (c) All off-site manufacture and handling of materials, equipment or machinery unless either of the following apply:
 - it is a lay down or storage area for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work; or
 - the work is traditionally performed by any Union(s) that is directly or indirectly part of the Project and is covered by a provision of a local MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- (d) All employees of the District, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident. In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee, provided, however, that the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement;

(h) Non-construction support services contracted by the District or Contractor in connection with this Project;

(i) Laboratory work for testing.

(j) The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

Section 2.5 Awarding of Contracts:

(a) The District has the absolute right to award contracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor and its subcontractors are ready, willing and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in **Attachment "A"** hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed

by it to the District and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.6 Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.7 MLAs:

(a) The provisions of this Agreement, including the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement. It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any

such Party.

Section 2.9 Other District Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and/or any Contractor.

Section 2.11 Completed Project Work: As areas of Project Work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) **Skilled Workforce:** The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the District, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(d) **Fingerprinting and Megan's Law:** The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when pupils may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Education Code sections 45125.1 and 45125.2 or a person listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). The Parties shall only employ persons under this Article in compliance with this policy, and the Contractors agree to immediately remove such an individual in their employ from the particular Project site.

(e) **Non-Discrimination in Referral, Employment, and Contracting.** The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local and small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local and small businesses as direct Contractors or suppliers for Project Work.

(f) **Goals for Employment of District Local Residents and Other Persons.**

(i) In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project, the parties agree to support the hiring of specific categories of workers. The Unions and Employers agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft from the following categories to fulfill the requirements of the Employers:

- **Local Residents.** Residents living in the First Tier as defined below.
- **Veterans in the Area.** Veterans, not dishonorably discharged, who are residents living in the First Tier, Second Tier or Third Tier.
- **District Graduates in the Area.** Persons who received a High School Diploma (“**Student Graduates**”) from the District within the past twenty (20) years and who are residents living in the First Tier, Second Tier or Third Tier.
- **MC3 Graduates in the Area.** Persons who have received a completion certificate from an apprenticeship preparation program utilizing the multi-craft core curriculum (“**MC3**”) and who are residents living in the First Tier, Second Tier or Third Tier.

(ii) **First Tier.** Residents residing in those First Tier zip codes which cover the District service area, as set forth in “**Attachment B**” attached hereto (“**Local Residents**”).

(iii) **Second Tier.** If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the First Tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral residents residing in Second Tier zip codes which reflect the Gateway Cities, as set forth in “**Attachment B**” attached hereto.

(iv) **Third Tier.** If the Unions still have not provided the Employers in the attainment of a sufficient number of qualified workers who are residents living in the First Tier or Second Tier, the Unions will then exert their best efforts to recruit and identify for referral qualified workers residing within the Fresno, Madera, Kings and Tulare Counties.

(v) **40% Goal.** A goal of 40% of all of the labor and craft positions shall be from Local Residents living in the First Tier. Only if a Union cannot dispatch Local Residents living in the First Tier after using its best efforts, can that Union look to persons living in the Second Tier; and only if a Union cannot dispatch persons living in the Second Tier after using its best efforts, can that Union look to residents living in the Third Tier. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment “C.”**

(vi) The District shall work with the Unions and Contractors in the administration of the goals for Local Residents and Other Persons; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the District that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their “core work force” and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

Section 3.6 Helmets to Hardhats: The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “**Center**”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Core Employees:

(a) Contractors which are not independently signatory to a Master Labor Agreement may first employ, as needed, two (2) members of his core workforce, then, as needed, two (2) employees through a referral from the appropriate Union hiring hall. After those initial four (4) employees, the Contractors may employ, as needed, then one (1) more core employee, then one (1) more employee through the referral system, and so on until a maximum of five (5) core employees are employed. Thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor’s active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the District and the Council. Failure to do so will

prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the District and the Council.

Section 3.8 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.8.

Section 3.10 Union Membership: The Contractors shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. This Agreement does not require any employee of a non-Union Contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable MLAs as to Contractors signatory to such MLAs and as to employees of those Contractors who are performing Covered Work.

Section 3.11 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards:

(a) Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift, who should be the first non-core worker dispatched pursuant to the Section 3.7 herein, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work: On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established

pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the MLA from paying all wages set forth in such Agreements.

Section 5.2 Benefits:

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: All complaints regarding possible prevailing wage violations shall be referred to the Council for processing, investigation and resolution, and if not resolved within thirty (30) calendar days or if there is a disagreement by any party with the Council's determination, that complaint may be referred by any party to the California Labor Commissioner.

**ARTICLE 6
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

(The provisions in this Article 6 apply unless they conflict with the provisions in the District's contract with the Contractor, in which case the District's contract controls.)

Section 6.1 Hours of Work: Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage

determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work standard work schedule.

Section 6.2 Place of Work: Employees shall be at their place of work (as designated by the Contractor) at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime: Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules:

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Council and the Union recognize the economic impact upon the District and District residents of the massive Project being undertaken by the District and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the District's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays: Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such may be, and are, revised by mutual agreement of the Parties to this Agreement.

Section 6.6 Show-up Pay:

(a) Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods: The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.8 Make-up Days: To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity: The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or Contractors or

subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations: The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce: The District or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of MLA's: If the MLAs, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Fresno County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 7.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the District’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations:

(a) If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Council, the involved Union(s) and the District. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the District, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The District shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits:

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who fails to timely pay its weekly payroll; or fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA.

(a) In the case of nonpayment of trust fund contributions on the Project, prior to withholding its members’ services, the Trade Council shall give the District and the Contractor(s) three (3) business days’ notice.

(b) In the case of nonpayment of wages on the Project or when paychecks tendered to a financial institution normally recognized to honor such paychecks will not honor such a paycheck as a result of insufficient funds, prior to withholding its members’ services, the Trade Council shall give the District and the Contractor(s) one (1) business days’ notice.

- (c) Notice to District and Contractor of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce for nonpayment of trust fund contributions and/or wages on the Project may be effected by overnight courier (e.g., US Priority Next Day; FedEx, etc.), by facsimile transmission, and by email.

Section 7.8 Expedited Enforcement Procedure: Any party, including the District, which is an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1, 7.5 or Section 8.3 is alleged.

(a) The party invoking this procedure shall notify one of the arbitrators listed in section 8.2 (a) of this Agreement who shall be selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by overnight courier (e.g., US Priority Next Day; FedEx, etc.), by facsimile transmission, by email, or hand- delivery and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1, 7.5 or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.8(d) of this Article,

all Parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) Carpenters. If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan. The Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences: As provided in Article 16, each Employer will conduct a pre-job conference with the Council prior to commencing work. The District will be advised in advance of all such conferences and may participate if it wishes. Pre-job conferences for

different Employers may be held together.

Section 8.5 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights: The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited by a specific provision of this Agreement or the applicable MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific District Rights: This Agreement does not, in any way, restrict or otherwise infringe on the District's absolute right to administer the work of the Project, its construction program and its general bond funds in any way it determines. The District expressly reserves its management rights and all the rights conferred on it by law and its contract with the Contractor.

Section 9.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties:

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

(d) In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee, provided, however, that the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site:

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the District, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

(b) The District, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Council shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances: When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute,

a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures: All Project disputes involving the application or interpretation of the Schedule A Agreement involving the parties signatory hereto shall be resolved pursuant to the resolution procedures of that Schedule A Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 7 (Work Stoppages and Lock-Outs) and Article 8 (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance and arbitration procedures set forth in section 10.2 above.

Section 10.4 Employee Discipline. All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Schedule A Agreement for the craft of the affected employee.

Section 10.5 Notice: The District shall be notified by the Council and the involved Contractor(s) of all actions at Steps 1, 2 and 3, and further, the District shall, upon its own request, be permitted to, but has no obligation to, participate fully as a party or observer in all proceedings at any step, but in no event shall be obligated to pay any portion of any fee(s) or expense(s) related thereto.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance: The Parties agree that the Council shall monitor compliance by all Contractors and subcontractors with all federal and state laws regulation that relate to the provisions in this Agreement, from time to time that apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the District, procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance: The Council, the Union and the Contractor agree to confer and, in good faith, work together to resolve all complaints regarding any potential prevailing wage violation. If those parties cannot reach a resolution, the complaint shall be resolved pursuant to Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 11.4 Violations of Law: Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety:

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

Section 12.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices:

(a) Apprentices used on the Project under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the District and the Council.

ARTICLE 15 **WORK OPPORTUNITIES PROGRAMS**

Section 15.1 Local Residents. In addition to the provisions in Section 3.3 ("Referral Procedures") related to Local Residents, the Parties to this Agreement support the development of increased numbers of skilled construction workers from among Local Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end, the Parties agree to cooperate respecting the establishment of a work opportunities program for Local Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeymen and apprentices on the Project, and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and
- c) Participate in District based job fairs, career days and outreach events; and
- d) Provide speakers to speak at District programs and Academies as requested; and
- e) Assist Local Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls, qualified bona fide Local Residents for work on this Project; and
- f) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and
- g) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

Section 15.2 Apprenticeship Pathways for Current-Year High School Graduates. The Council and the Unions agree that District students who are new graduates of the District's pre-apprenticeship program or a Council-approved pre-apprenticeship program shall be treated as pre-apprentices and shall be given preferred and priority access and pathways to apprenticeship programs. Therefore, the Council and the Unions shall implement a targeted hiring program for the Project which requires Contractors working on the Project to employ new District pre-apprenticeship program graduates for at least fifteen percent (15%) of work hours on apprentice work on the Project per year, each year the agreement is in effect. The Council's and the Unions' ability to reach this goal is subject to District students' desire to enter into the trades, and District students' ability to satisfy the requirements for entry into the apprenticeship program.

- (a) The Parties agree that these pathways will be primarily provided through the MC3 program offered through the State Center Community College District, but may also be satisfied at programs or campuses located in the area identified as the Third Tier in **Attachment B.**
- (b) The Parties agree that:

(1) The District will provide the Council and the Unions opportunities to engage and discuss apprenticeship opportunities with current District students; and

(2) The Council and the Unions will provide at the end of each fiscal year and six (6) months thereafter, every year, detailed and confidential information on the students they have provided apprenticeship program access to, including which program(s) and the status of progress and/or graduation of each student currently in the program(s) or recently graduated from the program(s).

(3) The responsibilities of the Council and the Unions regarding the implementation of the targeted hiring program for District students shall be further addressed in a memorandum of understanding to be executed by the Council, the Unions and the District.

Section 15.3 Full-Time Pre-Apprentice/Internship/Apprenticeship Coordinator.

(a) The Council shall provide a coordinator, at the Council's expense whose responsibilities shall include informing and advising District students and, when appropriate, District employees on the process, availability and opportunities of a career or job in the local construction trade industry. The coordinator shall visit each of the District's seven comprehensive high schools on an "as needed" basis but shall make a minimum of one visit per month to each of the seven high schools.

(b) The District will provide appropriate space at each site for the Coordinator to perform his/her work. Subject to the District's process for field trips, off-campus curriculum or offering off-campus classes, the Council and the Unions will offer students tours of different apprenticeship programs.

(c) This access is intended to satisfy much of the District's obligation to provide opportunities for the Council and the Unions to engage and discuss apprenticeship opportunities with current District students.

Section 15.4 Council Scholarship for Disadvantaged Students. The Council shall fund and provide scholarship(s) to students to cover the costs of apprenticeship programs, for those students that are interested in pursuing a career or job in the local construction trade industry.

ARTICLE 16 WORKING CONDITIONS

Section 16.1 Meal and Rest Periods: There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16 (<https://www.dir.ca.gov/iwc/StatementAsToTheBasisWageorder16.htm>). Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 16.2 Work Rules: The District and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to an including discharge.

Section 16.3 Emergency Use of Tools and Equipment: There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 16.4 Access Restrictions for Cars: Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 17 PRE-JOB CONFERENCES

Each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the District shall be promptly notified.

ARTICLE 18 LABOR/MANAGEMENT COOPERATION

Section 18.1 Joint Committee: The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (“JAC”). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 18.2 Functions of Joint JAC: The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by the JAC but shall be processed pursuant to the provisions of the appropriate Article. The Council shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors and the District. Notice of the date, time and place of meetings, shall be

given to the JAC members at least three (3) days prior to the meeting. The Council shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The JAC or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 18.3 Subcommittees: The JAC may form subcommittees to consider and advise the full JAC with regard to specific matters.

ARTICLE 19 SAVINGS AND SEPARABILITY

Section 19.1 Savings Clause: It is not the intention of the District, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be procured and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, procurement and construction of any Project Work.

Section 19.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any procurement specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the procurement, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 20 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**ARTICLE 21
AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

**ARTICLE 22
DURATION OF THE AGREEMENT**

Section 22.1 Duration: This Agreement shall be effective from the date signed by all Parties, including all Unions listed in signature lines below, and shall remain in effect until completion of construction of all Project Work.

Section 22.2 Turnover and Final Acceptance of Completed Work:

(a) For purposes of this Agreement only, construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District. At the request of the Union, completion information and information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the District.

**ARTICLE 23
DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the workday is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule “A”. A list of the Schedule “A”s is attached hereto as Attachment D.

IN WITNESS whereof the Parties have caused this Agreement to be executed as of the date and year above stated.

Dated: _____, 2024

Dated: _____, 2024

Fresno Unified School District

**Fresno, Madera, Kings and Tulare Counties
Building and Construction Trades Council**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**FRESNO, MADERA, KINGS AND TULARE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS**

- Asbestos Heat & Frost Insulators (Local _____) _____
- Boilermakers (Local _____) _____
- Bricklayers & Allied Craftworkers (Local _____) _____
- Cement Masons (Local _____) _____
- Electricians (Local _____) _____
- Elevator Constructors (Local _____) _____
- Gunite Workers (Local _____) _____
- Iron Workers (Reinforced – Local _____) _____
- Iron Workers (Structural – Local _____) _____
- District Council of Laborers _____
- Laborers (Local _____) _____
- Laborers (Local _____) _____
- Laborers (Local _____) _____
- Operating Engineers (Local _____) _____
- Operating Engineers (Local _____) _____
- Operating Engineers (Local _____) _____
- Painters & Allied Trades DC Local _____) _____
- Pipe Trades (Local _____) _____
- Pipe Trades (Local _____) _____
- Pipe Trades (Plumbers Local _____) _____
- Pipe Trades (Sprinkler Fitters Local _____) _____
- Plasterers (Local _____) _____
- Plaster Tenders (Local _____) _____
- Roofers & Waterproofers (Local _____) _____
- Sheet Metal Workers (Local _____) _____
- Teamsters (Local _____) _____
- Northern California Council of Carpenters _____

**ATTACHMENT A
LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the
Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council

_____, CA _____

Attn: _____

Re: Project Labor Agreement - Letter of Assent – Aviation Academy Project

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Fresno Unified School District Project Labor Agreement effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

By executing this Letter of Assent, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 5.2, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits provided out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. However, by virtue of having become bound to this Project Labor Agreement, the undersigned will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

CC: Fresno Unified School District

ATTACHMENT B

FIRST TIER
ZIP CODES (LOCAL RESIDENTS – CITY OF FRESNO)

SECOND TIER
ZIP CODES (GATEWAY CITIES)

THIRD TIER
(FRESNO, MADERA, KINGS AND TULARE COUNTIES RESIDENTS)

ATTACHMENT C

[THIS FORM NEEDS REVISION RELATED TO FAXING, SKILLED & TRAINED WORKFORCE REQUIREMENTS, ETC.]

FRESNO UNIFIED SCHOOL DISTRICT

CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or verification of email delivery and keep copies for your records.

The Fresno Unified School District Project Labor Agreement establishes a goal that **30%** of all of the labor and craft positions shall be from qualified “Veterans”, “Student Graduates,” and “MC3 Students from programs located within the District service area” regardless of where they reside, and workers: first, which reside in those first tier zip codes which cover the District service area, as attached hereto, second, which reside within the second tier zip codes which reflect the Gateway Cities, as reflected on the attached list of zip codes, third, which reside in Fresno, Madera, Kings and Tulare Counties. For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, Student Graduates and MC3 Students from programs located within the District service area, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____

Cc: District

From: Company: _____ **Issued By:** _____

Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Journeyman that is Graduate from Apprenticeship Program	Tier 1, Tier2 or Tier 3 Resident or General Dispatch	Veteran, Former FUSD Student, MC3 Graduate	Number of workers needed	Report Date	Report Time
		TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____

Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
JOURNEYMAN WHO IS GRADUATED APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
VETERAN	Yes _____	No _____
STUDENT GRADUATE	Yes _____	No _____
MC3 GRADUATE	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LIST OF SCHEDULE “A”s

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements. This project will improve the multipurpose building heating, ventilation, and air conditioning (HVAC) performance by replacing existing evaporative coolers with HVAC package units and upgrading the energy management system controls. Additionally, the project includes an upgrade of the main electrical switch gear to mitigate power disruptions.

The request for bids was lawfully advertised on January 22, 2024. Notifications were sent to 226 firms plus five construction trade publications, and the district received three responses. Bids were opened on February 27, 2024. Staff recommend award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical Co. (Fresno, California) \$989,100

The district purchased two rooftop HVAC units and electrical switchgear totaling \$125,820 to mitigate long lead times. The total construction cost of the project is \$1,114,920.

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


FINANCIAL SUMMARY: Sufficient funds in the amount of \$989,100 are available in the Measure X Budget.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-39, DAILEY ELEMENTARY CHARTER SCHOOL MULTIPURPOSE BUILDING HEATING, VENTILATION, AIR
CONDITIONING IMPROVEMENTS

Bid Opening Date: February 27, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
New England Sheet Metal and Mechanical Co.	Fresno	\$989,100
Davis Moreno Construction, Inc.	Fresno	\$1,076,107
Strategic Mechanical, Inc.	Fresno	\$1,098,000

Low bid determined by Base Bid.

Staff recommends award of \$989,100 to New Engalnd Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder for the Base Bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-15

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry. This project will provide infrastructure and site improvements to place two relocated portable classroom buildings and one new portable restroom building. One relocated building will be utilized as a classroom and the other will be utilized as an office with five confidential workspaces. Additionally, the project includes parking lot fencing and a minor reconfiguration of the administration building to create a single point of entry which will increase site safety and security for students and staff.

The request for bids was lawfully advertised on January 31, 2024, and February 05, 2024. Notifications were sent to 230 firms plus five construction trade publications, and the district received four responses. Bids were opened on February 27, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Marko Construction Group, Inc. (Fresno, California) \$1,298,739.

The district purchased the restroom portable utilizing a Board approved piggyback agreement totaling \$142,966 to mitigate long lead times. The total construction cost of the project is \$1,441,705.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,298,739 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund.

PREPARED BY: Ann Loorz

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

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

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



**FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION**

BID NO. 24-45, KRATT ELEMENTARY SCHOOL PORTABLE INSTALLATION AND SINGLE POINT OF ENTRY

Bid Opening Date: February 27, 2024 prior to 3:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 CLASSROOM AND OFFICE PORTABLE INSTALL	BASE BID 2 RESTROOM PORTABLE INSTALL, SINGLE POINT OF ENTRY	TOTAL BID AMOUNT
Marko Construction Group, Inc.	Fresno	\$1,050,667	\$248,072	\$1,298,739
BDM, Inc.	Hanford	\$1,085,785	\$355,875	\$1,441,660
Davis Moreno Construction, Inc.	Fresno	\$1,224,840	\$222,517	\$1,447,357
GCB1, Inc. dba GC Builders	Fresno	\$1,061,000	\$271,000	\$1,332,000

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

Staff recommends award of \$1,298,739 to Marko Construction Group, Inc., the lowest responsive, responsible bidder for all Base Bid items.

In accordance with Public Contract Code 4104, staff recommends rejecting GCB1, Inc. dba GC Builders' bid as non-responsive for omitting required information on the Designation of Subcontractors form.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-16

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-49, Multipurpose Room Audio/Visual Upgrades at Various Sites

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-49, Multipurpose Room Audio/Visual Upgrades at Various Sites. The project consists of replacement of existing audio/visual equipment in the multipurpose room at 20 sites as follows: Anthony, Aynsworth, Baird, Calwa, Columbia, Computech, Easterby, Eaton, Hidalgo, King, Kirk, Lowell, Malloch, Mayfair, Pyle, Vang Pao, Viking, Webster, Wishon, and Yosemite. The interactive and engaging nature of audio/visual aids help students gain a deeper understanding of complex concepts and ideas.

The request for bids was lawfully advertised on January 31, 2024. Notifications were sent to 184 firms plus five construction trade publications, and the district received three responses for Section A and four responses for Sections B, C, and D. Bids were opened on February 28, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Section A - EKC Enterprises, Inc. (Fresno, California) \$330,093

Section B - EKC Enterprises, Inc. (Fresno, California) \$319,058

Section C - EKC Enterprises, Inc. (Fresno, California) \$325,887

Section D - EKC Enterprises, Inc. (Fresno, California) \$321,496

The district purchased Epson projectors utilizing a Board approved piggyback agreement totaling \$63,927 to mitigate long lead times. The total construction cost of the project is \$1,360,461.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,296,534 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

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





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-49 **SECTION A**, MULTIPURPOSE ROOM AUDIO/VISUAL UPGRADES AT VARIOUS SITES

Bid Opening Date: February 28th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1A AYNESWORTH ES	BASE BID 2A CALWA ES	BASE BID 3A VANG PAO ES	BASE BID 4A WEBSTER ES	BASE BID 5A YOSEMITE MS	TOTAL BID AMOUNT
EKC Enterprises, Inc.	Fresno	\$68,125.00	\$65,610.00	\$59,592.00	\$64,847.00	\$71,919.00	\$330,093.00
EIDIM Group, Inc. dba EIDIM AV Technology	Fullerton	\$55,148.68	\$54,643.56	\$53,058.14	\$55,207.06	\$57,781.85	\$275,839.29
NTM Productions	Visalia	\$60,466.30	\$61,204.83	\$58,925.32	\$61,450.80	\$64,294.55	\$306,341.80

Award will be by Section.

Low bid for **Section A** determined by total of all Base Bid items.

Staff recommends award of \$330,093 to EKC Enterprises, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-49 **SECTION B**, MULTIPURPOSE ROOM AUDIO/VISUAL UPGRADES AT VARIOUS SITES

Bid Opening Date: February 28th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1B COLUMBIA ES	BASE BID 2B EASTERBY ES	BASE BID 3B KING ES	BASE BID 4B KIRK ES	BASE BID 5B COMPUTECH MS	TOTAL BID AMOUNT
EKC Enterprises, Inc.	Fresno	\$63,629.00	\$63,282.00	\$61,930.00	\$59,962.00	\$70,255.00	\$319,058.00
Magnetar.us, Inc.	Fresno	\$110,950.00	\$106,500.00	\$114,750.00	\$109,100.00	\$114,400.00	\$555,700.00
EIDIM Group, Inc. dba EIDIM AV Technology	Fullerton	\$51,729.13	\$54,104.58	\$51,729.13	\$54,440.23	\$55,696.87	\$267,699.94
NTM Productions	Visalia	\$57,788.46	\$60,243.58	\$57,788.46	\$60,618.65	\$61,989.20	\$298,428.35

Award will be by Section.

Low bid for **Section B** determined by total of all Base Bid items.

Staff recommends award of \$319,058 to EKC Enterprises, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-49 **SECTION C**, MULTIPURPOSE ROOM AUDIO/VISUAL UPGRADES AT VARIOUS SITES

Bid Opening Date: February 28th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1C ANTHONY ES	BASE BID 2C HIDALGO ES	BASE BID 3C MAYFAIR ES	BASE BID 4C VIKING ES	BASE BID 5C WISHON ES	TOTAL BID AMOUNT
EKC Enterprises, Inc.	Fresno	\$68,082.00	\$71,809.00	\$62,936.00	\$59,249.00	\$63,811.00	\$325,887.00
Pacific West Sound Professional Audio & Design, Inc.	Bakersfield	\$70,196.61	\$70,196.61	\$69,678.51	\$69,678.51	\$70,196.61	\$349,946.85
EIDIM Group, Inc. dba EIDIM AV Technology	Fullerton	\$52,408.51	\$52,408.51	\$50,463.37	\$50,780.05	\$51,631.81	\$257,692.25
NTM Productions	Visalia	\$58,545.07	\$58,545.07	\$56,401.77	\$56,738.76	\$58,973.09	\$289,203.76

Award will be by Section.

Low bid for **Section C** determined by total of all Base Bid items.

Staff recommends award of \$325,887 to EKC Enterprises, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-49 **SECTION D**, MULTIPURPOSE ROOM AUDIO/VISUAL UPGRADES AT VARIOUS SITES

Bid Opening Date: February 28th, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1D EATON ES	BASE BID 2D LOWELL ES	BASE BID 3D MALLOCH ES	BASE BID 4D PYLE ES	BASE BID 5D BAIRD MS	TOTAL BID AMOUNT
EKC Enterprises, Inc.	Fresno	\$61,107.00	\$60,542.00	\$74,919.00	\$64,952.00	\$59,976.00	\$321,496.00
Magnetar.us, Inc.	Fresno	\$113,225.00	\$112,100.00	\$114,400.00	\$111,500.00	\$109,500.00	\$560,725.00
EIDIM Group, Inc. dba EIDIM AV Technology	Fullerton	\$52,195.52	\$52,798.77	\$54,087.39	\$54,440.23	\$50,716.01	\$264,237.92
NTM Productions	Visalia	\$58,309.44	\$57,691.63	\$60,220.98	\$60,618.65	\$57,962.77	\$294,803.47

Award will be by Section.

Low bid for **Section D** determined by total of all Base Bid items.

Staff recommends award of \$321,496 to EKC Enterprises, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-17

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Request for Proposals 24-38, Athletic Turf Maintenance Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals 24-38, Athletic Turf Maintenance Services. The services are to maintain and upkeep Varsity athletic fields at Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside High Schools. This scope includes but is not limited to: mowing and edging, fertilization, district approved herbicide application, aeration, overseeding, sodding, and disease management. The criteria used to evaluate athletic field maintenance services was based on ability to perform all services; qualifications; references; and pricing.

The request for proposals was lawfully advertised on December 20, 2023 and December 27, 2023. Proposals were received on January 23, 2024. Notifications were sent to 106 vendors, and the district received seven responses. The services for athletic field maintenance will be for three years with the option to renew for two additional one-year periods. The evaluation panel, comprised of Fresno Unified School District Environmental Services staff, Student Engagement Administrator, and design consultant recommends approval of the following contractor:

BrightView (Fresno, California) \$645,258.

RFP, responses and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$645,258 are available in the Plant Operations Budget.


PREPARED BY: Ann Loorz

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT
 AWARD RECOMMENDATION SUMMARY
 RFP NO. 24-38, ATHLETIC TURF MAINTENANCE SERVICES

RFP Opening Date: January 23, 2024 prior to 2:00 P.M.

Buyer: Sarah Garcia

CONTRACTOR	CITY	BULLARD HIGH SCHOOL RANKING	EDISON HIGH SCHOOL RANKING	FRESNO HIGH SCHOOL RANKING	HOOVER HIGH SCHOOL RANKING	MCLANE HIGH SCHOOL RANKING	ROOSEVELT HIGH SCHOOL RANKING	SUNNYSIDE HIGH SCHOOL RANKING	ADD ALT BULLARD HIGH SCHOOL RANKING	ADD ALT EDISON HIGH SCHOOL RANKING	ADD ALT HOOVER HIGH SCHOOL RANKING
BrightView	Fresno	1	1	1	1	1	1	1	1	1	1
California Turf and Landscaping, Inc.	Fresno	2	3	2	2	2	3	3	2	3	2
Synthetic Grass Showroom, Inc.	Clovis	3	2	3	3	3	2	2	3	2	3
Elite Maintenace and Tree Service, Inc. (EMTS, Inc.)	Clovis	5	6	5	5	5	6	6	5	6	5
Briner & Son Landscape Management	Fresno	4	5	4	4	4	5	5	4	5	4
Clean Cut Landscape Management, Inc.	Clovis	NO BID	4	NO BID	NO BID	6	4	4	NO BID	4	NO BID
Nish-ko, Inc.	Fresno	NO BID	NO BID	NO BID	NO BID	7	NO BID	7	NO BID	NO BID	NO BID

Award of contract(s) to the firm(s) with the best valued proposal(s) per site.

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.

Best Value was determined by the highest scoring proposal per site during the committee's evaluation.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-18

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Deny Claim GL23-1215-11100

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-1215-11100. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

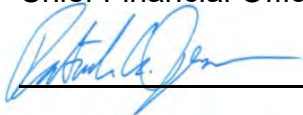
PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

SUPERINTENDENT APPROVAL:





Σ Δ Δ Μ_{APC}
THE LAW OFFICES OF
ELIAS AARON AGUINIGA-MARTINEZ, ESQ.

3545 PASEO DE FRANCISCO #230 OCEANSIDE, CA 92056
LIGHTNINGDISCOVERY@GMAIL.COM
CA BAR NUMBER: 336630
559-999-4964

March 4, 2024

Fresno Unified School District,
Office of the Superintendent,
Bob Nelson
2309 Tulare St.
Fresno, CA 93721

RECEIVED

MAR 11 2024

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

Re: Notice of Claims Against Fresno Unified School District, Ericson Elementary, Agents and Employees of School Submission (Date of Incident: 12/15/2023, continuous).

Dear Fresno Unified School District, Risk Management, Ofc. of Superintendent:

Claimant Information:

My office represents minor (FUSID#: minor ; herein referred to as 'studentminor'), a student at Ericson Elementary, within the Fresno Unified School District, and Felicia Fields, mother of the student, current Fresno residents at minor. My client, student minor, was injured as a result of acts or omissions of Fresno Unified School District (herein referred to as 'District'). Please accept this letter as it provides you formal legal notice of the student and family's claims for damages, pursuant to California Government Code Section 910, et seq. Per California Government Code 910.4, please provide any other supplemental form the District, may deem necessary to present this claim in compliance with Cal. Gov. Code 910, 910.2, et seq.

Send All Correspondence to:

Please send all notices and correspondence in regard to this matter to: **EAAM APC, at 2725 Jefferson St. Suite #3, Carlsbad, CA 92008.**

Date, Time, Circumstances Giving Rise to Claim:

On or about December 15, 2023, during the school day and immediately afterward, at approximately between hours of 8AM – 2:15PM and afterward, on the campus of Ericson Elementary, the school failed to adhere to a known asthma



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CA BAR NUMBER: 336630

559-999-4964

health emergency medical plan. After numerous attempts by the student to receive medical attention and numerous indications student was having a health emergency (respiratory, sever asthma attack), the school failed to use the known health emergency action plan on file for the student. Ultimately, the school failed to adhere to its own 'Section 504' accommodation for student's known disability which resulted in severe injuries, requiring immediate medical attention.

Subsequently, the District has failed to address the incident, provide any investigation or accountability in regard to the incident. Furthermore, the school has yet to provide or schedule any 'Section 504 meeting', though numerous attempts were made by parents, and through counsel. The family has made numerous attempts to obtain Section 504 accommodations, evaluation and/or compliance a request for a modification of the 504 emergency action plan, in response to the incident, but all attempts have been unsuccessful. Thus, the District failed to provide a reasonable accommodation for the student's known disability and failed to provide a modification meeting or review of the requested accommodations.

General Description of Injury:

Due to the District's failure, the student suffered physical injury, property damage and extensive mental health trauma, the extent of such injuries and property damages not fully known at this time. However, the student's injuries as a result of the incident required emergency medical services attention and a prolonged stay in hospital intensive care. The extent of damage to the student's respiratory system and overall physical health are currently being evaluated, but fully unknown at this time. Ms. Lever, the student and Ms. Fields are currently attending regular medical visits and mental health therapy sessions to recover from these incidents/injuries and to assess any further injury they may have suffered due to the incident on 12/15/2024 or afterward. Notably, both the student, minor and minor mother, Ms. Fields are noticeably shaken by these occurrences and are suffering from a certain degree of 'post-traumatic stress' attributed to the incident. Ms. Fields complains of a noticeably different high stress and anxiety when required to merely carry out her daily and familial duties/routine of taking her minor to school. Her stress arising out of fear of what new incidents, dangers, harms may come to her minor in the custody of the District. Ms. Fields has also reported out of the ordinary high stress and anxious reactions by her minor in regarding to return to school. She attributes



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ELIAS AARON AGUINIGA-MARTINEZ, ESQ.

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CA BAR NUMBER: 336630

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their current mental health injuries to trauma suffered due to the incident on 12/15/2023. The full extent of such injuries is being evaluated, but not fully known, at this time.

Names of Agents, Employees Currently Unknown:

Under California Government Code 815.2, public entities are held vicariously liable for the negligent acts or omissions of their employees. It is our contention that District personnel at Ericson Elementary who had the responsibility of the custody of student, while at school, failed to meet their duty through acts or omissions to prevent harm to my clients, student and mother, Ms. Fields. Further, District personnel failed to exercise reasonable care to prevent harm to student. Thereby, The District is vicariously liable when its employees acting within the scope of employment, cause harm to a student. But for the District personnel’s failure to meet their duty to maintain safety of the public, the student and family would not have been injured.

Damages Summary, At This Time:

As of the date of this claim, student minor . damages include, but are not limited to:

Property Damage: Extensive medical expenses, hospital bills, expenses related to failure to provide accommodation, resulting injury, failure to modify 504 plan, failure to provide or schedule 504 accommodations meeting for student’s known disability, failure to provide or schedule a Section 504 accommodations modification/reevaluation meeting, within a reasonable time, at parents request.

Physical Injury Suffered: Extensive damage to student’s respiratory system, requiring emergency medical attention, hospital stay in intensive care. Claimant is attending regular visits to medical provider to assess extent of injuries suffered as a result of failure to follow emergency action plan; estimates of monetary amounts to be calculated, as they become known.

Mental Health Injury Suffered: As described, both the student^{minor} and minor mother Ms. Fields are currently suffering from some ‘post-traumatic stress’ and severe anxiety attributed to the trauma of the incident and injuries suffered as a result of the incident that occurred on 12/15/2023. Both claimants are currently scheduled for regular visits to a mental health professional to assess



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CA BAR NUMBER: 336630

559-999-4964

the extent of such injuries attributed to the incident; estimates of monetary amounts suffered to be calculated, as they become known.

Claims Reasonably Exceed \$25,000, Unlimited Civil:

The total of all claims listed and those recorded, as they become known, are estimated to total more than \$25,000, rendering the claim 'unlimited' civil case.

Specific names of all District personnel, administrators, medical staff or agents involved is currently unknown, other than those charged with the duty to care and custody of student while at school within the Fresno Unified School District, at Ericson Elementary. While much of this information is not included in current student/parent reports to counsel, the specific names of each agent or employee who may have caused the injury, should be uncovered via investigation by the District or during initial disclosure by the agency, records, recordings, communications, and/or court ordered discovery.

Please reach out directly, at your earliest convenience, in order to resolve this matter, on behalf of my clients, student minor (FUSID#: minor), Ms. Fields, as mother and family of

Kind Regards,

Elias Aguiniga-Martinez Esq. /s/

Attorney at Law
(559) 999-4964
CABN: 336630

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Deny Claim GL24-0213-11037

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Jacqueline Esquivel, case GL24-0213-11037. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

SUPERINTENDENT APPROVAL:





1 DIRK B. PALOUTZIAN
Baker Manock & Jensen, PC
2 dpaloutzian@bakermanock.com
5260 North Palm Avenue, Suite 201
3 Fresno, California 93704
Telephone: 559.432.5400
4 Facsimile: 559.432.5620

5 Attorneys for JACQUELINE ESQUIVAL
6

8 JACQUELINE ESQUIVAL
9 Claimant,
10
11 v.
12 FRESNO UNIFIED SCHOOL DISTRICT, a
California public agency
13 Respondent.
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15

**GOVERNMENT CLAIM
(Gov. Code, § 910)**

16 **TO FRESNO UNIFIED SCHOOL DISTRICT:**

17 Pursuant to the provisions of California Government Code sections 900 et seq.,
18 please accept this document as the government claim of JACQUELINE ESQUIVEL, (the
19 "Claim"). You are hereby notified that JACQUELINE ESQUIVEL ("Claimant" or "Esquivel")
20 claims damages from the FRESNO COUNTY UNIFIED SCHOOL DISTRICT (the "District").
21 Although presentation of this Claim is a necessary prerequisite to the commencement of civil
22 litigation against the District, Claimant seeks resolution of its dispute with the District without
23 resort to such litigation.

24 **CLAIMANT'S NAME AND ADDRESS**

25 Pursuant to subdivision (a) of Government Code section 910, JACQUELINE
26 ESQUIVEL is the Claimant and her post office address is as follows:
27
28

Jacqueline Esquivel
12460 Heather Lane
Clovis, CA 93619

ADDRESS TO WHICH NOTICES SHOULD BE SENT

Pursuant to subdivision (b) of Government Code section 910, please take notice that Claimant is represented by Dirk B. Paloutzian, of the law firm of Baker, Manock & Jensen, PC. Please accept this as Claimant's request that copies of all notices sent that in any way relate to this Claim be sent to the address set forth below:

Dirk B. Paloutzian
Baker, Manock & Jensen, PC
5260 N. Palm Ave., Suite 201
Fresno, CA 93704
dpaloutzian@bakermanock.com

CIRCUMSTANCES GIVING RISE TO THE CLAIM

Pursuant to subdivision (c) of Government Code section 910, the following shall summarize the dates, places and other circumstances upon which this Claim is founded. This Claim is based on the following facts:

At all relevant times, Claimant is and was an elementary school teacher employed by the District. She is and has been disabled in that she uses the assistance of a wheelchair for ambulation. She is protected under the ADA because she has a substantial impairment that significantly limits or restricts walking, which is a major life activity.

On or about February 13, 2024, Claimant and her third grade class were scheduled to take a field trip from Ayer Elementary to the Fresno Police Department Headquarters. Transportation for the field trip was scheduled through the District's Transportation Department.

The District, with 100 campuses, has just two buses that are specially designed and equipped to transport passengers who use wheelchairs. These specially equipped buses are referred to by the District as "inclusion" buses. The District's remaining buses are not equipped to transport passengers who use wheelchairs. Upon information and belief, the District employs just two bus drivers who are qualified to operate the equipment, e.g., mechanical lifts, of the inclusion buses.

1 Months prior to the field trip, the Ayer Elementary school staff contacted the
2 District's Transportation Department to schedule the transportation for the field trip and
3 specifically requested an inclusion bus so that Claimant could attend the field trip with her
4 students. The Friday before the field trip, school staff asked the District's Transportation
5 Department to confirm the request for the inclusion bus and the District's Transportation
6 Department replied in an email, "Yes! We have an inclusion bus secured for this experience."

7 When the District buses arrived on the day of the field trip to transport Claimant
8 and her students to and from the Fresno Police Department, none of the buses was an inclusion
9 bus. Unfortunately, this was not the first occasion on which the District's Transportation
10 Department was requested to supply an inclusion bus, had confirmed the request, but failed to
11 provide an inclusion bus, without warning or explanation no less, to Claimant so that she could
12 attend a field trip with her students. Based upon those prior failures, Claimant elected to board the
13 bus by pulling herself into the bus using her arms in a backward seated fashion. The incident was
14 captured on video. She elected to not call the Transportation Department and insist on an inclusion
15 bus because, based upon past experience, this request would have either not been fulfilled due to
16 lack of resources, or would have unreasonably delayed the field trip for her students and their
17 chaperones. She elected to not transport herself in her personal vehicle because this would have
18 required her to use her manual wheelchair, rather than her electric wheelchair, during the field trip
19 which is physically difficult for her.

20 The District's failure to provide an inclusion bus for Claimant to accompany her
21 students on their field trip, as essential function of her job, was a failure to provide a reasonable
22 accommodation to the known physical limitations of a qualified individual with a disability and
23 was a violation of the ADA.

24 **DESCRIPTION OF DAMAGES**

25 Pursuant to subdivision (d) of Government Code section 910, the following
26 constitutes a general description of damages Claimant incurred so far as it may be known at the
27 time of presentation of this Claim: Pain and suffering, emotional distress and mental anguish,
28 unjust hardship, inconvenience, and loss of enjoyment of life.

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PUBLIC EMPLOYEES INVOLVED

Pursuant to subdivision (e) of Government Code section 910, the following is a list of names of the public employees currently known to Claimant whose conduct has caused or contributed, or may have caused or contributed to the damages described herein:

- 1. Leanne Cervantes;
- 2. Unknown persons at the District's Transportation Department.

AMOUNT CLAIMED

Pursuant to subdivision (f) of Government Code section 910, please take notice that the amount claimed by Claimant exceeds ten thousand dollars (\$10,000). In the event litigation becomes necessary, the action will be an unlimited civil case within the jurisdiction of the Superior Court.

CONCLUSION

By presentation of this Claim, Claimant intends to provide the District with all of the information required by Government Code section 910. The foregoing notwithstanding, Claimant invites the District to request any additional information that the District deems necessary to its evaluation of this Claim. If, for any reason, the District believes this Claim is defective or deficient in any respect, Claimant hereby demands that the District provide a notice of insufficiency as required by Government Code section 910.8.

The information, contentions and allegations contained herein are based only upon such information and documents avail this Claim was prepared. Claimant's in ongoing, and may continue for as long



DATED: March 8, 2024



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PROOF OF SERVICE

In Re Jacqueline Esquivel

STATE OF CALIFORNIA, COUNTY OF FRESNO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Fresno, State of California. My business address is 5260 North Palm Avenue, Suite 201, Fresno, CA 93704.

On March 8, 2024, I served true copies of the following document(s) described as **GOVERNMENT CLAIM** on the interested parties in this action as follows:

Robert G. Nelson, Superintendent - *Via U.S. Mail*
Office of the Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721


Maria Majorek-Hockert - *Via Electronic Mail*
Executive Assistant to the Superintendent
maria@majorek-hockert@fresnounified.org

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Baker Manock & Jensen, PC for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Fresno, California.

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to California Rules of Court, Rule 2.251 and Code of Civil Procedure §1010.6, I caused a copy of the document(s) to be sent from e-mail address athomson@bakermanock.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 8, 2024, at Fresno, California.


Angela R. Thomson

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-20

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify Grant Application to the Diverse Education Leaders Pipeline Initiative Grant Program

ITEM DESCRIPTION: Included for Board consideration and ratification is the grant application for the Diverse Education Leaders Pipeline Initiative (DELPI) Grant Program.

The purpose of the DELPI grant program is to train, place, and retain diverse and culturally responsive administrators in transitional kindergarten, kindergarten, and grades 1 to 12, inclusive, to improve pupil outcomes and meet the needs of California's education workforce.

One-time grant awards of up to \$30,000 per participating administrator candidate are available to Local Education Agencies (LEAs) interested in securing grant funding to support eligible participants to pursue an administrative services credential.

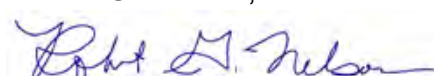
FINANCIAL SUMMARY: If granted, Fresno Unified School District will be reimbursed 100% of the program cost.

PREPARED BY: Dr. Kimberly Villescaz

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3731

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-21

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

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

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

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 12 includes but may not be limited to: add roof curb framing; temporary egress fencing; remove and replace concrete; and demolition and removal of asphalt concrete paving.

Original Contract Amount:	\$	11,654,000
Change Order(s) previously ratified:	\$	856,893
Change Order 12 presented for ratification:	\$	14,487
New Contract Amount:	\$	12,525,380

Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement, Section A, Change Order 1 (Manchester and Pyle) includes but may not be limited to: building automation control devices in the central plant; integrate existing fan coil unit and portable classroom into new energy management system; replacement of failed electrical raceway; and replacement of an electrical panel.

Section B, Change Order 1 (Vinland) includes but may not be limited to: building automation control devices in the central plant; integrate existing fan coil unit into new energy management system; replacement of failed electrical raceway; and replacement of an electrical panel.

Original Contract Amount (Manchester, Pyle, and Vinland)	\$	3,970,398
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Original Contract Amount (Manchester and Pyle):	\$	2,666,014
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	35,916
New Contract Amount:	\$	2,701,930

Original Contract Amount (Vinland):	\$	1,304,384
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	40,068
New Contract Amount:	\$	1,344,452

New Contract Amount (Manchester, Pyle, and Vinland Elementary Schools):	\$	4,046,382
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Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 4 (Interim Housing) includes but may not be limited to: add underground utility location; domestic water rerouting and site connection.

Original Contract Amount (Multipurpose Building and Interim Housing)	\$	10,343,286
Original Contract Amount (Interim Housing):	\$	1,638,618
Change Order(s) previously ratified:	\$	72,379
Change Order 4 presented for ratification:	\$	11,019
New Contract Amount:	\$	1,722,016
Original Contract Amount (Multipurpose Building):	\$	8,704,668
Change Order(s) previously ratified:	\$	76,174
Current Contract Amount:	\$	8,780,842
New Contract Amount (Multipurpose Building and Interim Housing):	\$	10,502,857

Bid 23-48 Section B, Turf Rehabilitation at Various Sites, Change Order 1 includes but may not be limited to: add dusters and quick couplers to the baseball and softball fields at Terronez Middle and Kirk Elementary Schools; correct project duration to include 90 day maintenance period and add 42 days to the contract duration.

Original Contract Amount:	\$	542,000
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	33,648
New Contract Amount:	\$	575,648

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 \$33,648 are available in the Community Development Fund for Bid 23-48 Section B; \$75,984 is available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 23-16 Sections A and B; and \$25,506 is available in the Measure M Fund for Bids 22-01 and 23-23.

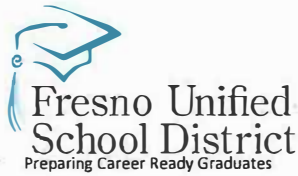
PREPARED BY: Ann Loorz

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

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

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





Change Order

PROJECT NAME:
 FUSD Addams Elementary Building Additions/Moderniza
 2117 West McKinley Avenue
 Fresno CA 93728

CHANGE ORDER No. :

12

DSA File No. :

10-48

Application No.:

02-117220

CONTRACTOR:
 AMG & Associates Inc
 26535 Summit Circle
 Santa Clarita CA 91350-

DESIGNER'S PROJECT NO. :

1725

FUSD BID/CONTRACT NO.

22-01

CONTRACTOR P.O. NO. :

743100

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

The original Contract Sum was	\$11,654,000.00
Net change by previously authorized Change Orders	\$856,892.08
The Contract Sum prior to this Change Order was.....	\$12,510,892.08
The Contract Sum will be adjusted by.....	\$14,487.04
The new Contract Sum including this Change Order will be.....	\$12,525,379.12
The Contract Completion date prior to this Change Order was	5/5/2024
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/5/2024

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

Recommended by:

Darden Architects
 6790 N. West Ave
 Fresno, California 93711

Accepted by:

AMG & Associates Inc
 26535 Summit Circle
 Santa Clarita CA 91350-

Authorized by:

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

DESIGNER:

By:

Date: 02/23/2024

CONTRACTOR:

Anthony Traverso

By:

Date:

Digitally signed by Anthony Traverso
 DN: C=US, E=Anthony@amgassociatesinc.com, O=AMG &
 Associates, Inc., CN=Anthony Traverso
 Date: 2024.02.26 17:01:35-0800

OWNER:

By: Alex Belanger, Assoc. Sup.

Date:



FUSD Addams Elementary Building Additions/Modernization
 CHANGE ORDER NO.: 12
 DATE
 Project No.: 1725

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

Item 12 - 1

DESCRIPTION OF CHANGE:

Reframe the HVAC roof curb and relocate fire sprinkler branch lines.

REASON FOR CHANGE:

The HVAC curb required to be relocated due to its close proximity to the parapet wall, the new location required offset of the fire sprinkler branch line to avoid rooftop unit duct drops.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR070 RFI155.1

Amount of this Change Order Item:	INCREASE	\$3,776.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 12 - 2

DESCRIPTION OF CHANGE:

Provide and install temp fencing and grading south of Building M.

REASON FOR CHANGE:

An emergency egress route for students and staff was needed to be established from Building M to the playfields, necessitating grading and the installation of temporary fencing south of Building M.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR071

Amount of this Change Order Item:	INCREASE	\$1,940.14
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 12 - 3

DESCRIPTION OF CHANGE:

Remove and replace concrete walk west of Building M.

REASON FOR CHANGE:

The removal of the concrete flat work to the west of Building M was necessary due to the discovery of a leak in the existing irrigation line beneath the concrete walk way.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR072

Amount of this Change Order Item:	INCREASE	\$6,132.50
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 12 - 4

DESCRIPTION OF CHANGE:

Sawcut and Demo six 3x5 sections of asphalt pavement

REASON FOR CHANGE:

A section of asphalt was required to be removed to create a flush transition at the bottom of the ramp.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR065

Amount of this Change Order Item:	INCREASE	\$2,638.10
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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	\$14,487.04
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TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days
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***** End of CHANGE ORDER *****

12

Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Addams Elementary Building additions

Date: 02/15/24

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

Change Order: # 012

Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 11,557,000.00	Building Additions and Modernization	\$ 11,557,000.00
			\$ -
Add Alt. 1	97,000	West Staff Parking Lot	\$ 97,000.00
Add Alt 2			\$ -
Add Alt 3			\$ -
Add Alt 4			\$ -
Total Agreement Amount:			\$ 11,654,000.00

Contract Adjustments:

Total Contract Amount							\$ 11,654,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Main CO #001	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)	
Main CO #002	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60	
Main CO #003	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73	
Main CO #004	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46	
Main CO #005	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61	
Main CO #006	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43	
Main CO #007	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28	
Main CO #008	\$ -	\$ -	\$ -	\$ 33,198.35	\$ -	\$ 33,198.35	
Main CO #009	\$ 435,747.96	\$ -	\$ -	\$ 19,541.16	\$ -	\$ 455,289.12	
Main CO #010	\$ -	\$ -	\$ 130,724.44	\$ -	\$ -	\$ 130,724.44	
Main CO #011	\$ 49,813.84	\$ -	\$ -	\$ 29,448.17	\$ -	\$ 79,262.01	
Main CO #012	\$ 8,072.64	\$ -	\$ -	\$ 6,414.40	\$ -	\$ 14,487.04	
Possible Exposure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ 480,625.99	4% \$ 14,079.96	0% \$ 203,385.50	2% \$ 171,709.97	1% \$ 1,577.70	0% \$ 871,379.12	\$ 871,379.12 7.5%
Total Contract Amount with Adjustments							\$ 12,525,379.12



CHANGE ORDER

PROJECT NAME:

Manchester & Pyle ES HVAC Replacement (Section A)

CHANGE ORDER No. :

001

DSA File No. :

NA

Application No. :

NA

CONTRACTOR :Strategic Mechanical
4661 E Commerce Ave, Fresno, CA 93725**DESIGNER'S PROJECT No. :**

1167, 1168

FUSD BID/CONTRACT No. :

23-16

CONTRACTOR P.O. No. :

778061A

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

The original Contract Sum was	\$	2,666,014.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	2,666,014.00
The Contract Sum will be adjusted by	\$	35,915.09
The new Contract Sum, including this Change Order will be	\$	2,701,929.09
The Contract Completion date prior to this Change Order was		1-May-24
The Contract Time will be adjusted by		0 Days
The new Contract Completion date, including this Change Order is therefore		1-May-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:Net Positive Engineers
5 River Park Place East, Suite
315, Fresno, CA**ARCHITECT/ENGINEER:**

By: Hannah Brigdon PE

Date: 02/13/2024

Accepted by:Strategic Mechanical
4661 E Commerce Ave, Fresno,
CA 93725**CONTRACTOR:**

By: Chad Petty

Date: 1/30/24

Authorized by:Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722**OWNER:**

By: Executive Dir.

Date: 2/26/24



CHANGE ORDER

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

Item 1-01 Manchester ES - Additional FC in VP Office

DESCRIPTION OF CHANGE:

Contractor shall furnish all materials, equipment, and labor to integrate the existing fan coil unit located in the Vice Principal's office into the new Energy management system. All work to be completed in accordance with Contract Documents.

REASON FOR CHANGE:

The Mechanical Engineer has requested to intergratge the existing fan coil into the new Energy Management System.

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

Strategic Mechanical Cost No. M04

Amount of this Change Order Item:	Increase \$	7,088.52
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-02 Manchester ES - Boiler Primary Pump Differential Pressure Transducer

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to provide one (1) new Differential Pressure Transducer installed on the inlet and outlet of the boiler primary pump to allow for Variable Frequency Drive (VFD) to adjust the speed to maintain a required flow. All work shall be in accordance with Drawing RFP 05 and the Contract Documents.

REASON FOR CHANGE:

The Fresno Unified School District Maintenance Department requested a Differential Pressure Transducer be incorporated in the loop of the Boiler Primary pump to maintain a required flow.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Strategic Mechanical Cost No. M07

Amount of this Change Order Item:	Increase \$	3,490.12
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-03

Manchester ES - Chilled Water Valve

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to replace existing pneumatic chilled water valves and install new DDC actuated valves. All work shall be in accordance with RFP 01M and the Contract Documents.

REASON FOR CHANGE:

Fresno Unified School District requests this change, due to significant wear and tear on the existing pneumatic chilled water valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFC No. M01.

Amount of this Change Order Item:	Increase	\$2,447.67
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-04

Pyle ES - Uncontrolled FC Unit Wing D

DESCRIPTION OF CHANGE:

Contractor shall furnish all materials, equipment, and labor to integrate the existing fan coil unit located in the server room, on wing D Server Room of Wing No. D into the new Energy management system. All work to be completed in accordance with Contract Documents.

REASON FOR CHANGE:

The Mechanical Engineer has requested to intergratge the existing fan coil into the new Energy Management System.

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

Strategic Mechanical No. P04

Amount of this Change Order Item:	Increase \$	7,088.52
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-05 Pyle ES - Missing Portable Classrooms EMS Integration

DESCRIPTION OF CHANGE:

Contractor to furnish all materials, equipment, and labor to integrate Heat Pump-20 and Heat Pump-21 into new energy management system. All work to be completed in accordance with Contract Documents.

REASON FOR CHANGE:

The Mechanical Engineer has requested to intergratge theHeat Pumps into the new Energy Management System.

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

Strategic Mechanical Cost No. P06

Amount of this Change Order Item:

Increase \$ 9,862.47

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-06 Pyle ES - Boiler Primary Pump Differential Pressure Transducer

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to provide one (1) new Differential Pressure Transducer installed on the inlet and outlet of the boiler primary pump to allow for Variable Frequency Drive (VFD) to adjust the speed to maintain a required flow. All work shall be in accordance with Drawing RFP 06 and the Contract Documents.

REASON FOR CHANGE:

The Fresno Unified School District Maintenance Department requested a Differential Pressure Transducer be incorporated in the loop of the Boiler Primary pump to maintain a required flow.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Strategic Mechanical No. P09

Amount of this Change Order Item:

Increase \$ 3,490.12

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-07

Pyle ES - Chilled Water Valve.

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to replace existing pneumatic chilled water valves and install new DDC actuated valves. All work shall be in accordance with RFP 01M and the Contract Documents.

REASON FOR CHANGE:

Fresno Unified School District requests this change, due to significant wear and tear on the existing pneumatic chilled water valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Strategic Mechanical No. P01

Amount of this Change Order Item:

Increase \$2,447.67

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 35,915.09

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

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



Project Financial Summary

Maintenance & Operations

Project Name: Manchester & Pyle ES HVAC Replacement (Section A)

Date: 02/23/24

DSA #: N/A

Contractor: Strategic Mechanical Inc.

BID #: 23-16A

Architect: Net Positive Engineers

Change Order: 001

Contract Summary:

Bid Award Amount(s)		Base Bid 1A:	\$	1,068,375.00
		Base Bid 2a:	\$	1,359,888.00
		Additive Alternate 1A:	\$	78,355.00
		Additive Alternate 2A:	\$	89,396.00
		Additive Alternate 3:	\$	-
		Allowance 1B	\$	70,000.00
		Total Agreement Amount:	\$	2,666,014.00

Contract Adjustments:

Total Contract Amount							\$	2,666,014.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ 11,875.58	\$ -	\$ -	\$ 24,039.51	\$ -	\$ 35,915.09		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ 11,875.58	0% \$ -	0% \$ -	0% \$ 24,039.51	1% \$ -	0% \$ 35,915.09	\$	35,915.09 1.3%
Total Contract Amount with Adjustments							\$	2,701,929.09



CHANGE ORDER

PROJECT NAME:

Vinland ES HVAC Replacement (Sect. B)

CHANGE ORDER No. :**001**

DSA File No. :

NA

Application No. :

NA

CONTRACTOR :Strategic Mechanical
4661 E Commerce Ave
Fresno, CA 93725**DESIGNER'S PROJECT No. :**

1170

FUSD BID/CONTRACT No. :

23-16

CONTRACTOR P.O. No. :

778061B

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

The original Contract Sum was	\$	1,304,384.00
Net change by previously authorized Change Orders		
The Contract Sum prior to this Change Order was	\$	1,304,384.00
The Contract Sum will be adjusted by	\$	40,067.25
The new Contract Sum, including this Change Order will be	\$	1,344,451.25
The Contract Completion date prior to this Change Order was		1-May-24
The Contract Time will be adjusted by		0 Days
The new Contract Completion date, including this Change Order is therefore		1-May-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:Net Positive Engineers
5 River Park Place East, Suite
315, Fresno, CA,**ARCHITECT/ENGINEER:**
By: Hannah Brigdon PE

Date: 02/13/2024

Accepted by:Strategic Mechanical
4661 E Commerce Ave, Fresno,
CA 93725**CONTRACTOR:**
By: Chad Petty

Date: 1/30/24

Authorized by:Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722**OWNER:**
By: Executive Dir.

Date:



CHANGE ORDER

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

Item 1-01 Vinland ES - Boiler Primary Pump Differential Pressure Transducer

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to provide one (1) new Differential Pressure Transducer installed on the inlet and outlet of the boiler primary pump to allow for Variable Frequency Drive (VFD) to adjust the speed to maintain a required flow. All work shall be in accordance with Drawing RFP 05 and the Contract Documents.

REASON FOR CHANGE:

The Fresno Unified School District Maintenance Department requested a Differential Pressure Transducer be incorporated in the loop of the Boiler Primary pump to maintain a required flow.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Strategic Mechanical No. V07

Amount of this Change Order Item:	Increase	\$	3,490.12
Time adjustment by this Change Order Item:	Increase		0 Days

Item 1-02 Vinland ES - Wing E UV Additional Raceway.

DESCRIPTION OF CHANGE:

Refer to drawing sheet No. E6.0 regarding the unusable portion of the existing 1/2" raceway. Furnish all Labor, Materials, and Equipment to add additional new 1/2" raceway, integrating it with the existing conduit raceway that leads to the Panel B. Complete the pathway back to the electrical panel for the new Unit Ventilator circuits. All work shall be executed in accordance with the Contract Documents.

REASON FOR CHANGE:

After site investigation the contractor found that the portion of the 1/2" raceway between the last UV and the electrical panel B cannot be re-used, due to other circuits located in the raceway in one section and another portion is compacted with debris.

CHANGE CATEGORY:

Unforeseen

DOCUMENT REFERENCE:

Strategic Mechanical No. V10

Amount of this Change Order Item:	Increase	\$1,454.22
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-03 **Vinland ES - Wing D UV Additional Raceway.**

DESCRIPTION OF CHANGE:

Refer to drawing sheet No. E5.0 regarding the unusable portion of the existing 1/2" raceway. Furnish all Labor, Materials, and Equipment to add an additional new 1/2" raceway, integrating it with the existing conduit raceway that leads to the Panel C. Complete the pathway back to the electrical panel for the new Unit Ventilator circuits. All work shall be executed in accordance with the Contract Documents

REASON FOR CHANGE:

After site investigation the contractor found that the portion of the 1/2" raceway between the last UV and the electrical panel C cannot be re-used, due to other circuits located in the raceway in one section and another portion is compacted with debris.

CHANGE CATEGORY:

Unforeseen

DOCUMENT REFERENCE:

Strategic Mechanical No. V11

Amount of this Change Order Item:	Increase	\$3,322.51
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-04 **Vinland ES - Additional FC Unit Wing F**

DESCRIPTION OF CHANGE:

Contractor to furnish all materials, equipment, and labor to integrate an existing (E) fan coil located in the Speech Room in Wing F into the new EMS building management system. All work to be completed in accordance with Contract Documents.

REASON FOR CHANGE:

The unforeseen existing ceiling mounted fan coil unit was discovered during a site survey conducted after construction had commenced.. The Mechanical Engineer has requested that this existing unit be integrated into the campus EMS system.

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

Strategic Mechanical No. V05

Amount of this Change Order Item:	Increase	\$ 7,088.52
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-05

Vinland ES - Chilled Water Valve

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to replace existing pneumatic chilled water valves and install new DDC actuated valves. All work shall be in accordance with RFP 01M and the Contract Documents.

REASON FOR CHANGE:

Fresno Unified School District requests this change, due to significant wear and tear on the existing pneumatic chilled water valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Strategic Mechanical RFC No. V01.

Amount of this Change Order Item:	Increase	\$2,692.14
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-06

Vinland ES - SCP Enclosure Reuse

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to reuse existing controls panel located in the staff workroom adjacent to the boiler room, contractor shall replace the existing supervisory controller with the new FX80 supervisory controller. All work shall be in accordance with RFP 01M and the Contract Documents.

REASON FOR CHANGE:

Contractor requests to use existing control panel to house the new FX80 supervisory controller.

CHANGE CATEGORY:

District/Designer

DOCUMENT REFERENCE:

Strategic Mechanical RFC No. V04.

Amount of this Change Order Item:	Decrease	(\$1,320.00)
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-07

Vinland ES - Wing D Panel C Change

DESCRIPTION OF CHANGE:

Furnish all Labor, Materials and Equipment to install a new flush mount 120/208V 200Amp electrical panel. Contractor shall relocate all existing circuits at panel C to new panel. All work shall be in accordance with RFP 01M and the Contract Documents.

REASON FOR CHANGE:

Upon field verification the change was determined to be necessary.

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

Strategic Mechanical RFC No. V12.

Amount of this Change Order Item:

Increase \$23,339.74

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 40,067.25

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

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



Project Financial Summary

Maintenance & Operations

Project Name: Vinland ES HVAC Replacement

Date: 02/23/24

Contractor: Strategic Mechanical Inc.

DSA #: N/A

Architect: Net Positive Engineers

BID #: 23-16B

Change Order: 001

Contract Summary:

Bid Award Amount(s)		Base Bid 1B:	\$	1,187,516.00
		Base Bid:	\$	-
		Additive Alternate 1B:	\$	81,868.00
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Allowance	\$	35,000.00
		Total Agreement Amount:	\$	1,304,384.00

Contract Adjustments:

Total Contract Amount						\$	1,304,384.00			
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>				
CO #001	\$ 6,182.26	\$ -	\$ 4,776.73	\$ 30,428.26	\$ (1,320.00)	\$ 40,067.25				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Totals:	\$ 6,182.26	0%	\$ 4,776.73	0%	\$ 30,428.26	2%	\$ (1,320.00) 0%	\$ 40,067.25	\$ 40,067.25	3.1%
Total Contract Amount with Adjustments						\$	1,344,451.25			



Change Order

PROJECT NAME:
FUSD Ericson New Multi-Purpose Building Interim Food

CHANGE ORDER No. :

04A

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	\$72,378.44
The Contract Sum prior to this Change Order was.....	\$1,710,996.44
The Contract Sum will be adjusted by.....	\$11,018.70
The new Contract Sum including this Change Order will be.....	\$1,722,015.14
The Contract Completion date prior to this Change Order was	10/3/2024
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/3/2024

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

Recommended by:

Darden Architects
6790 N. West Ave
Fresno, California 93711

Accepted by:

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

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By: Antonio Avila

Date: 2/22/2024

CONTRACTOR:

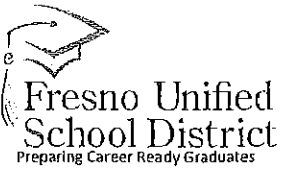
By: Stephen Davis

Date: 2/26/24

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 2/29/24



Change Order

FUSD Ericson Interim Food Service
 CHANGE ORDER NO.: 04A
 DATE 2/22/2024
 Project No.: 2027.1

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

Item 04 - 1

DESCRIPTION OF CHANGE:

Investigation was performed to track down the water main point of connection for interim housing.

REASON FOR CHANGE:

The water main point of connection as shown on the plans did not exist. A new point of connection was needed to provide water to interim housing.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 008.1

Amount of this Change Order Item:	INCREASE	\$11,018.70
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$11,018.70
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

***** End of CHANGE ORDER ***** **04A**



Project Financial Summary

Facilities Management & Planning

Project Name: Ericson New Multi Purpose Room & Interim
DSA #: Interim Housing: 02-120125
DSA #: New MPR: 02-119112
BID #: 23-23

Date: 21-Feb-24
Contractor: Davis Moreno Construction
Architect: Darden Architects
Change Order: 004 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 (InterimHousing) with Add Alt 4			\$ 1,638,618.00
Base Bid:	New MPR	\$	8,488,010.00
Additive Alternate 1:	Painted Mural	\$	14,076.00
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	\$	32,691.00
Additive Alternate 5:	AV Sound System	\$	77,724.00
Additive Alternate 6:	Temporary Pedestrian Tunnel	\$	92,167.00
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			\$ 8,704,668.00
Total Agreement Amount:			\$ 10,343,286.00

Contract Adjustments:

Total Contract Amount								\$	10,343,286.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
Interim Housing CO #001	\$ 4,076.27	\$ -	\$ -	\$ 44,646.50	\$ -	\$ 48,722.77			
Interim Housing CO #002	\$ -	\$ -	\$ 9,640.57	\$ -	\$ -	\$ 9,640.57			
Interim Housing CO #003	\$ -	\$ -	\$ -	\$ 14,015.10	\$ -	\$ 14,015.10			
Interim Housing CO #004	\$ -	\$ -	\$ 11,018.70	\$ -	\$ -	\$ 11,018.70			
							\$		83,397.14
MOD CO #001	\$ (33,125.16)	\$ -	\$ 17,690.92	\$ -	\$ -	\$ (15,434.24)			
MOD CO #002	\$ -	\$ -	\$ 13,813.53	\$ 24,130.70	\$ -	\$ 37,944.23			
MOD CO #003	\$ -	\$ -	\$ 53,663.72	\$ -	\$ -	\$ 53,663.72			
MOD CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
							\$		76,173.71
Totals:	\$ (29,048.89) -0.3%	\$ - 0.0%	\$ 105,827.44 1.0%	\$ 82,792.30 0.8%	\$ - 0.0%	\$ 159,570.85	\$	159,570.85	1.5%
Total Contract Amount with Adjustments								\$	10,502,856.85



CHANGE ORDER

PROJECT NAME:
Turf Rehabilitation Various Sites
Playfield Re-Establishment

CHANGE ORDER No. :

001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR:
Briner and Sons
8287 E Olive
Fresno, CA 93737

DESIGNER'S PROJECT No.: N/A
FUSD BID/CONTRACT No.: 23-48B.

CONTRACTOR P.O. No.: 778146B

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

The original Contract Sum was	\$	542,000.00
Net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	542,000.00
The Contract Sum will be adjusted by	\$	33,647.93
The new Contract Sum, including this Change Order will be	\$	575,647.93
The Contract Completion date prior to this Change Order was		August 14 - 2023
The Contract Time will be adjusted by		(132) Calendar Days
The new Contract Completion date, including this Change Order is therefore		December 24 -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:

ARCHITECT/ENGINEER:
N/A

David W. Briley

By: David Briley

Date: 2/22/24

Accepted by:

CONTRACTOR:
Briner & Son, Inc.

[Signature]

By:

Date: 2/22/24

Authorized by:

OWNER:
Fresno Unified School District

[Signature]
By: Paul Hervoog, COO *Alex Belong CV*

Date: 2/26/2024

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

Item 1-1 **DESCRIPTION OF CHANGE:**
Add dusters and quick couplers to the baseball and softball fields at Terronez Middle and Kirk Elementary School.

REASON FOR CHANGE:
Provides moisture to the infield to minimize dirt from being disturb and impacting play.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR #3

Amount of this Change Order Item:	Increase \$	23,940.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-2 **DESCRIPTION OF CHANGE:**
To add quick couplers and dusters to ball fields at Kirk and Terronez

REASON FOR CHANGE:
To apply moisture to ball fields reducing dust particles from becoming airborne and impacting the game.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR #4

Amount of this Change Order Item:	Increase \$	9,707.93
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-3 **DESCRIPTION OF CHANGE:**
Maintenance Period 90 Day Included In Scope

REASON FOR CHANGE:
No change in contract duration, included in specifications.

CHANGE CATEGORY:
District and Designer

DOCUMENT REFERENCE:
Bid Specifications

Amount of this Change Order Item:	Increase \$	-
Time adjustment by this Change Order Item:	Increase	90 Days



CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:

Filling in unestablished turf

REASON FOR CHANGE:

Additional time to allow turf establishment

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Mutual agreement at time of final expectation.

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 42 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 33,647.93

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 132 DAYS

*** End of CHANGE ORDER ***



Maintenance & Operations

Project Financial Summary

Project Name: Turf Rehabilitation at Various Sites
Lane, Kirk & Terronez

DSA #: N/A
BID #: 23-48B

Date: 02/07/24
Contractor: Briner and Sons Inc
Architect: N/A
Change Order: 001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	542,000.00
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	542,000.00

Contract Adjustments:

Total Contract Amount								\$	542,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>			
CO #001		\$ -	\$ 33,647.93		\$ -	\$ 33,647.93			
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
CO #003		\$ -		\$ -	\$ -	\$ -			
CO #004	\$ -	\$ -		\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Totals:	\$ -	0% \$ -	0% \$ 33,647.93	6% \$ -	0% \$ -	0% \$ 33,647.93	\$	33,647.93	6.2%
Total Contract Amount with Adjustments								\$	575,647.93

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-22

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive.)

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 23-48 Section B, Turf Rehabilitation at Various Sites

For Information Only

Original contract amount:	\$ 542,000
Change Order(s) previously ratified:	\$ 33,648
Contract amount:	\$ 575,648

Bid 23-61, Classroom Audio/Visual Equipment Removal

For Information Only

Original contract amount:	\$ 526,334
Change Order(s) previously ratified:	\$ 25,350
Contract amount:	\$ 551,684


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


PREPARED BY: Ann Loorz

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

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

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





2024-0022416

FRESNO County Recorder
Paul Dietos, CPA

Wednesday, Mar 06, 2024 03:52:33 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:

- The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
- The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
- 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")

- A work of improvement on the property hereinafter described was accepted/completed on **December 24, 2023**
The work done was **Turf Rehabilitation at Various Sites** **Bid No. 23-48 Sec 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.

- The Name of the contractor, if any, for such work of improvement was:
Briner & Son, Inc., 8287 E. Olive Ave., Fresno, CA 93737 **May 25, 2023**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

- 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:

Kirk Elementary School	2000 E. Belgravia Ave.	Fresno, CA 93706	DSA No.: n/a
Lane Elementary School	4730 E. Lowe Ave.	Fresno, CA 93702	DSA No.: n/a
Terronez Middle School	2300 S. Willow Ave.	Fresno, CA 93725	DSA No.: n/a

Date: **March 5, 2024**

Toni Jorge, Manager

do Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on March 5, 2024 at Fresno,

Toni Jorge, Manager

do Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

2024-0015781

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Feb 22, 2024 03:52:11 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:

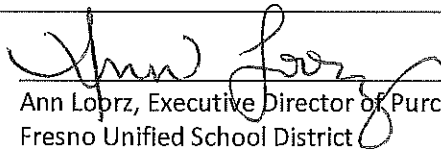
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of 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 February 16, 2024. The work done was Classroom Audio/Visual Equipment Removal Bid No. 23-61.
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:
Audeamus, dba Sebastian 7600 N. Palm Ave., Fresno, CA 93711 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:

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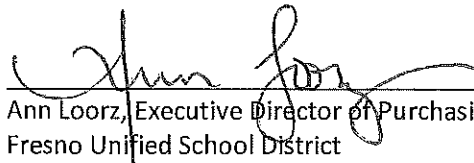
Date: February 16, 2024


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 February 16, 2024 at Fresno,


Ann Loprz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 23-61

General Contractor: Audeamus, dba Sebastian

Project Name: Classroom Audio/Visual Equipment Removal

<u>Addams Elementary School</u>	<u>2117 W. McKinley Ave., Fresno, CA 93728</u>	<u>DSA No.: n/a</u>
<u>Ahwahnee Middle School</u>	<u>1127 E. Escalon, Fresno, CA 93710</u>	<u>DSA No.: n/a</u>
<u>Anthony Elementary School</u>	<u>1542 E. Webster Ave., Fresno, CA 93728</u>	<u>DSA No.: n/a</u>
<u>Ayer Elementary School</u>	<u>5272 E. Lowe Ave., Fresno, CA 93727</u>	<u>DSA No.: n/a</u>
<u>Bullard Talent (K-8)</u>	<u>4950 N. Harrison Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Columbia Elementary School</u>	<u>1025 S. Trinity St., Fresno, CA 93706</u>	<u>DSA No.: n/a</u>
<u>Cooper Academy</u>	<u>2277 W. Bellaire Way, Fresno, CA 93705</u>	<u>DSA No.: n/a</u>
<u>Easterby Elementary School</u>	<u>5211 E. Tulare Ave., Fresno, CA 93724</u>	<u>DSA No.: n/a</u>
<u>Ericson Elementary School</u>	<u>4774 E. Yale Ave., Fresno, CA 93703</u>	<u>DSA No.: n/a</u>
<u>Figarden Elementary School</u>	<u>6235 N. Brawley Ave., Fresno, CA 93722</u>	<u>DSA No.: n/a</u>
<u>Fort Miller Middle School</u>	<u>1302 E. Dakota Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Heaton Elementary School</u>	<u>1533 N. San Pablo, Fresno, CA 93728</u>	<u>DSA No.: n/a</u>
<u>Holland Elementary School</u>	<u>4676 N. Fresno St., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Homan Elementary School</u>	<u>1602 W. Harvard Ave., Fresno, CA 73705</u>	<u>DSA No.: n/a</u>
<u>Jackson Elementary School</u>	<u>3750 E. Platt Ave., Fresno, CA 93702</u>	<u>DSA No.: n/a</u>
<u>Jefferson Elementary School</u>	<u>202 N. Mariposa St., Fresno, CA 93701</u>	<u>DSA No.: n/a</u>
<u>Kirk Elementary School</u>	<u>2000 E. Belgravia Ave., Fresno, CA 93706</u>	<u>DSA No.: n/a</u>
<u>Kratt Elementary School</u>	<u>650 W. Sierra Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Lane Elementary School</u>	<u>4730 E. Lowe Ave., Fresno, CA 93702</u>	<u>DSA No.: n/a</u>
<u>Lawless Elementary School</u>	<u>5255 N. Reese Ave., Fresno, CA 93722</u>	<u>DSA No.: n/a</u>
<u>Lincoln Elementary School</u>	<u>1100 Mono St, Fresno, CA 93706</u>	<u>DSA No.: n/a</u>
<u>Malloch Elementary School</u>	<u>2251 W. Morris Ave., Fresno, CA 93711</u>	<u>DSA No.: n/a</u>
<u>Manchester Elementary School</u>	<u>2307 E. Dakota Ave., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>McCardle Elementary School</u>	<u>577 E. Sierra Ave., Fresno, CA 93710</u>	<u>DSA No.: n/a</u>
<u>Norseman Elementary School</u>	<u>4636 W. Weldon Ave., Fresno, CA 93703</u>	<u>DSA No.: n/a</u>
<u>Powers-Ginsburg Elementary School</u>	<u>110 E. Swift Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Pyle Elementary School</u>	<u>4140 N. Augusta St., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Robinson Elementary School</u>	<u>555 E. Browning Ave., Fresno, CA 93710</u>	<u>DSA No.: n/a</u>
<u>Slater Elementary School</u>	<u>4472 N. Emerson Ave., Fresno, CA 93705</u>	<u>DSA No.: n/a</u>
<u>Starr Elementary School</u>	<u>1780 W. Sierra Ave., Fresno, CA 93711</u>	<u>DSA No.: n/a</u>
<u>Storey Elementary School</u>	<u>5250 E. Church Ave., Fresno, CA 93725</u>	<u>DSA No.: n/a</u>
<u>Sunset Elementary School</u>	<u>1755 S. Crystal Ave., Fresno, CA 93706</u>	<u>DSA No.: n/a</u>
<u>Thomas Elementary School</u>	<u>4444 N. Millbrook Ave., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Viking Elementary School</u>	<u>4251 N. Winery Ave., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Vinland Elementary School</u>	<u>4666 N. Maple Ave., Fresno, CA 93726</u>	<u>DSA No.: n/a</u>
<u>Wawona Middle School</u>	<u>4524 N. Thorne Ave., Fresno, CA 93704</u>	<u>DSA No.: n/a</u>
<u>Webster Elementary School</u>	<u>2600 E. Tyler Ave., Fresno, CA 93701</u>	<u>DSA No.: n/a</u>
<u>Wolters Elementary School</u>	<u>5174 N. First St., Fresno, CA 93710</u>	<u>DSA No.: n/a</u>

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-23

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify Purchase Orders from January 01, 2024 through January 31, 2024 – Primary Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from January 01, 2024 through January 31, 2024. 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

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





THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
JANUARY 1, 2024 TO JANUARY 31, 2024
RATIFICATION DATE APRIL 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
ADVENTURE EDUCATION SOLUTIONS, INC. RFQ 22-09	0791	796539	060	2600	\$201,265.20
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0326	797018A	060	6546	\$15,840.00
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0326	797018B	060	6546	\$23,265.00
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0326	797487	060	6546	\$65,880.00
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0326	797492	060	6546	\$98,820.00
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0787	797018	060	6500	\$11,760.00
ALPINE ACADEMY PROFESSIONAL SERVICES (GC 53060)	0787	797495	060	6500	\$46,080.00
AMC, INC. BELOW BID LIMIT (PCC 20111)	1920	796215	030	0734	\$10,232.28
AMN ALLIED SERVICES, LLC BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0782	794455	060	6500	\$1,095,551.00
AMPLIFY EDUCATION, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0617	796260	060	7435	\$10,920.00
ANIXTER, INC. BOE 06/14/23 A-9 (PIGGYBACK)	0919	796822	060	8150	\$35,959.76
APPLEBY IMAGING, INC. BELOW BID LIMIT (PCC 20111)	0919	796706	030	0188	\$14,970.00
ARDENT GENERAL, INC. RFQ 20-14 SECTION 14	1335	797308	350	0913	\$374,400.00
A-Z BUS SALES, INC. BELOW BID LIMIT (PCC 20111)	0925	784025	030	7230	\$50,000.00
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796587	060	9088	\$499,801.51
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796588	060	9088	\$499,801.51
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796589	060	9088	\$499,801.51
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796590	060	9088	\$499,801.51
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796591	060	9088	\$499,801.51
A-Z BUS SALES, INC. RESOLUTION 23-13	1925	796592	060	9088	\$499,801.51

B & H PHOTO-VIDEO, INC. BOE 06/14/23 A-9 (PIGGYBACK)	0710	796144	030	0194	\$39,650.26
BATTELLE FOR KIDS BELOW BID LIMIT (PCC 20111)	0849	796993	030	0680	\$10,000.00
BEACH CITIES LEARNING, LLC PROFESSIONAL SERVICES (GC 53060)	0787	797430	060	6500	\$500,000.00
BEACH CITIES LEARNING, LLC PROFESSIONAL SERVICES (GC 53060)	0925	797430A	030	7240	\$125,000.00
BERTZ-ROSA BOE 01/24/24 A-14	0710	797410	060	9073	\$105,000.00
BERTZ-ROSA BOE 01/24/24 A-14	0710	797424	060	9073	\$80,000.00
BOSCO FUNDRAISING, LLC BELOW BID LIMIT (PCC 20111)	0208	796464	080	8210	\$12,856.00
BOSCO FUNDRAISING, LLC BELOW BID LIMIT (PCC 20111)	0385	792061	030	0110	\$19,018.00
BOSCO FUNDRAISING, LLC BELOW BID LIMIT (PCC 20111)	0470	796630	080	8210	\$17,523.00
BOSCO FUNDRAISING, LLC BELOW BID LIMIT (PCC 20111)	0535	796786	080	8210	\$16,104.00
BROOKS RANSOM ASSOC. RFQ 20-14 SECTION 4	1925	796278	350	0913	\$20,250.00
BROOKWOOD FARMS, INC. RFP 23-52R	1910	796628	130	5310	\$14,144.00
BUS WEST, LLC BELOW BID LIMIT (PCC 20111)	0925	784030	030	7230	\$20,000.00
CADA CENTRAL BOE 06/01/22 A-9	0725	797322	030	0171	\$22,875.00
CALVIN CREST CAMP BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0725	797222	030	0173	\$22,520.00
CAPSTONE INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	796746	060	3213	\$38,088.16
CAROLINA BIOLOGICAL SUPPLY CO. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	796210	060	6388	\$11,110.27
CBIZ OPERATIONS, INC. BELOW BID LIMIT (PCC 20111)	0880	797098	680	0851	\$14,500.00
CCAA BOE 08/09/23 A-13 (BUNDLED CONTRACTS)	0725	796553	030	0172	\$15,500.00
CCAA BOE 08/09/23 A-13 (BUNDLED CONTRACTS)	0725	797499	060	3213	\$20,000.00
CDW GOVERNMENT, INC. BOE 06/14/23 A-9 (PIGGYBACK)	0265	797561	060	3010	\$38,328.77
CDW GOVERNMENT, INC. BOE 06/14/23 A-9 (PIGGYBACK)	0888	796253	030	0143	\$31,150.63
CDW GOVERNMENT, INC. BOE 06/14/23 A-9 (PIGGYBACK)	1561	796358	350	0913	\$156,700.95
CDW GOVERNMENT, INC.	1891	797197	030	0716	\$726,731.25

BOE 06/14/23 A-9 (PIGGYBACK)						
CENTRAL SANITARY SUPPLY CO., INC.	0765	796465	120	6128	\$14,578.50	
BOE 06/14/23 A-9 (PIGGYBACK)						
CENTRAL SANITARY SUPPLY CO., INC.	1891	797136	030	0716	\$36,881.43	
BOE 06/14/23 A-9 (PIGGYBACK)						
CENTRAL VALLEY TRAINING CENTER, INC.	0787	786575	060	6500	\$43,000.00	
PROFESSIONAL SERVICES (GC 53060)						
CHILDREN'S PLUS, INC.	0700	796854	060	3213	\$10,423.02	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
CITY OF FRESNO/FAX	0655	796702	030	7231	\$220,000.00	
TRANSPORTATION (EC 39802)						
COLLEGE BOARD, THE	0865	796463	030	0315	\$378,510.00	
BOE 12/06/23 A-34						
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	797244	120	5059	\$199,231.29	
BOE 10/18/23 A-13 (PIGGYBACK)						
CONNER ATHLETIC PRODUCTS, INC.	0710	796408	060	6388	\$16,744.67	
BELOW BID LIMIT (PCC 20111)						
CORE DISTRICTS	0865	797156	030	0602	\$100,000.00	
BOE 01/10/24 A-15						
CORWIN PRESS	0395	797178	060	3010	\$28,000.00	
BELOW BID LIMIT (PCC 20111)						
CREATIVE ALTERNATIVES, INC.	0787	797316	060	6500	\$806,600.00	
PROFESSIONAL SERVICES (GC 53060)						
CREATIVE ALTERNATIVES, INC.	0925	797316A	030	7240	\$216,000.00	
PROFESSIONAL SERVICES (GC 53060)						
CREATIVE FOOD INNOVATIONS, LLC	1910	796420	130	5310	\$92,400.00	
RFP 23-50R						
CREEDE, BLYTH LAW, APC	1787	796883	030	0690	\$75,000.00	
BOE 12/06/23 A-26						
CUMULUS MEDIA-FRESNO	0701	796912	060	3010	\$6,000.00	
CUMULUS MEDIA-FRESNO	0701	796912	060	5823	\$18,000.00	
BOE 06/14/23 A-9 (PIGGYBACK)						
DAVIS MORENO CONSTRUCTION, INC.	1120	777945A	350	0913	\$215,166.53	
BID 23-33						
DAVIS MORENO CONSTRUCTION, INC.	1120	777945B	350	0913	\$12,257.36	
BID 23-33						
DAVIS MORENO CONSTRUCTION, INC.	1150	775008	350	0916	\$53,663.72	
BID 23-23						
DAVIS MORENO CONSTRUCTION, INC.	1150	777789	350	0913	\$14,015.10	
BID 23-23						
DELTA FUND	0880	796368	670	0841	\$157,500.00	
BOE 11/01/23 A-8						
DELTA HEALTH SYSTEMS	0880	741722C	670	0841	\$1,650,000.00	
BOE 12/15/21 A-12						
DISCOVER ECHO, INC.	0710	796047	030	0152	\$50,785.89	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
DOUBLE TREE INN BY HILTON	0700	796450	060	3213	\$34,704.28	

BELOW BID LIMIT (PCC 20111)					
EDUCATION AND LEADERSHIP FOUNDATION	0617	796612	060	7435	\$58,296.70
RFQ 23-30 CATEGORY B, C					
ELYSIUM FOOD GROUP, LLC	1910	797414	130	5310	\$56,347.20
RFP 23-50R					
ENVIRO CLEAN	1920	796448	030	0188	\$73,220.51
ENVIRO CLEAN	1920	796448	060	9088	\$658,984.53
BOE 06/14/23 A-9 (PIGGYBACK)					
FLORENCE FILTER CORPORATION	0919	797122	060	8150	\$40,000.00
BID 24-27					
FRESNO AIR CONDITIONING	0919	795992	140	6205	\$37,287.89
BELOW BID LIMIT (PCC 20111)					
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0727	796360	060	6770	\$81,400.00
INTERAGENCY (PCC 10335)					
FRESNO OXYGEN	0710	796277	030	6350	\$12,378.99
BELOW BID LIMIT (PCC 20111)					
FUN AND FUNCTION	0552	797453	060	9032	\$27,129.68
BELOW BID LIMIT (PCC 20111)					
GCB1, INC. DBA GC BUILDERS	0210	784739A	120	6128	\$65,604.00
BID 23-66 SECTION A					
GCB1, INC. DBA GC BUILDERS	0480	784739B	120	6128	\$37,542.79
BID 23-66 SECTION B					
GND CONSULTING ENGINEER	1421	796704	350	0912	\$94,600.00
RFQ 20-14 SECTION 14					
GND CONSULTING ENGINEER	1561	796703	350	0913	\$86,000.00
RFQ 20-14 SECTION 14					
GOLD STAR FOODS, INC.	0380	796052	130	5370	\$31,586.34
RFP 23-40					
GOLD STAR FOODS, INC.	1910	793163	130	5310	\$53,251.20
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796223	130	5310	\$18,332.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796497	130	5310	\$32,702.40
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796499	130	5310	\$53,750.00
BOE 06/14/23 A-9 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	796500	130	5310	\$32,742.60
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796501	130	5310	\$15,187.20
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796502	130	5310	\$21,248.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796623	130	5310	\$13,846.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796624	130	5310	\$10,119.20
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	796625	130	5310	\$13,749.00

RFP 23-50R						
GOLD STAR FOODS, INC.	1910	797383	130	5310	\$18,024.00	
RFP 23-50R						
GOLD STAR FOODS, INC.	1910	797397	130	5310	\$32,742.60	
RFP 23-50R						
GORDON INDUSTRIAL SUPPLY, INC.	0710	796212	060	6388	\$28,999.51	
BELOW BID LIMIT (PCC 20111)						
GRAINGER, INC.	0919	790085	060	8150	\$100,000.00	
BOE 06/14/23 A-9 (PIGGYBACK)						
GREENFIELD LEARNING, INC.	0617	796256	060	7435	\$45,415.99	
BELOW BID LIMIT (PCC 20111)						
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	793851	030	0716	\$78,012.00	
RFP 22-07						
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	797196	030	0716	\$34,118.00	
RFP 22-07						
HEINEMANN PROFESSIONAL	0617	796305	060	7435	\$24,060.78	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
HEINEMANN PROFESSIONAL	0617	796410	060	7435	\$11,785.80	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
HEINEMANN PROFESSIONAL	0617	796744	060	7435	\$49,785.03	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
HEINEMANN PROFESSIONAL	0617	796745	060	7435	\$74,111.33	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
HEWITT'S RESTAURANT	0710	784519	030	0152	\$10,000.00	
BELOW BID LIMIT (PCC 20111)						
HIGHLAND BEEFALO FARMS, INC.	1910	796076	130	5310	\$19,089.00	
RFP 23-50R						
HIGHLAND BEEFALO FARMS, INC.	1910	796489	130	5310	\$23,889.60	
RFP 23-50R						
HIGHLAND BEEFALO FARMS, INC.	1910	797402	130	5310	\$38,178.00	
RFP 23-50R						
HIGHLAND BEEFALO FARMS, INC.	1910	797403	130	5310	\$23,889.60	
RFP 23-50R						
HOME DEPOT	0919	790088	060	8150	\$20,000.00	
BOE 06/14/23 A-9 (PIGGYBACK)						
HUNTER LANE, LLC DBA ELIXIR RX SOLUTIONS, LLC	0880	741130B	670	0841	\$20,360,000.00	
BOE 06/17/15 A-8						
ILLUMINATE EDUCATION	0865	796881	030	7090	\$12,035.44	
ILLUMINATE EDUCATION	0865	796881	060	3010	\$4,028.48	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
INTEGRATED FOOD SERVICE	1910	796631	130	5310	\$30,044.16	
RFP 23-52R						
INTEGRATED FOOD SERVICE	1910	796632	130	5310	\$50,960.00	
RFP 23-52R						
J.M. SMUCKER, LLC	1910	797401	130	5310	\$37,422.00	
RFP 23-52R						
J.T.M. FOOD GROUP	1910	796490	130	5310	\$42,140.28	

RFP 23-52R						
J.T.M. FOOD GROUP	1910	796872	130	5310	\$15,813.00	
RFP 23-52R						
J.T.M. FOOD GROUP	1910	797398	130	5310	\$42,140.28	
RFP 23-52R						
J.T.M. FOOD GROUP	1910	797400	130	5310	\$15,813.00	
RFP 23-52R						
KEY GOVERNMENT FINANCE, INC.	0885	797038	030	0140	\$65,800.73	
BOE 12/13/23 A-14						
LAKESHORE LEARNING MATERIALS	0765	797245	120	5059	\$23,484.34	
BOE 06/14/23 A-9 (PIGGYBACK)						
LAND O'LAKES, INC.	1910	797388	130	5310	\$14,317.20	
RFP 23-52R						
LEADERSHIP LEGACY CONSULTING, LLC	0849	796331	030	0188	\$100,750.00	
RFQ 23-30S CATEGORY B						
LEE GRANT INSPECTIONS	1145	795067	350	0917	\$20,000.00	
RFQ 20-14 SECTION 8						
LEON ENVIRONMENTAL SERVICES	0919	797326	060	8150	\$10,800.00	
BELOW BID LIMIT (PCC 20111)						
LITHIA	0919	797529	030	0188	\$246,785.86	
RESOLUTION 23-40						
LITHIA	1920	797526	030	0734	\$158,825.49	
RESOLUTION 23-40						
MARKO CONSTRUCTION GROUP, INC.	1561	796023	350	0917	\$7,428,160.00	
BID 24-18						
MARSH AND MCLENNAN AGENCY	0880	796445	670	0841	\$225,000.00	
BOE 12/06/23 A-24						
MATT LUNA CONSTRUCTION MANAGER	0920	797479	060	3213	\$18,000.00	
RFQ 20-14 SECTION 8						
MCI/LOS CABOS FOODS	1910	796636	130	5310	\$33,432.96	
RFP 23-52R						
MCKENNA EDUCATION CONSULTANTS	0930	796880	030	0188	\$11,721.06	
EMERGENCY RESOLUTION 24-15						
MERCED CO. OFFICE OF ED.	0725	797242	030	0173	\$21,331.00	
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)						
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES	0880	795695	680	0851	\$61,832.00	
MESA						
BOE 01/08/14 A-10 (CUPCCAA)						
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES	1910	785263	130	5310	\$55,000.00	
MESA						
BELOW BID LIMIT (PCC 20111)						
MIDLAND TRACTOR CO.	1920	796763	030	0188	\$33,155.10	
BELOW BID LIMIT (PCC 20111)						
MIND EDUCATION	0510	796663	030	7090	\$10,000.00	
INSTRUCTIONAL MATERIALS (PCC 20118.3)						
MULTIMARKETING CORP., DBA ARCHER AND HOUND	0880	766434B	670	0841	\$58,125.00	
AD						
BOE 10/26/22 A-13						

NANCY AKHAVAN CONSULTING, INC. RFQ 23-30 CATEGORY B	0617	797152	060	7435	\$182,575.00
NASCO EDUCATION, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	796300	060	6388	\$10,085.43
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	796316	060	2600	\$19,065.00
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	796320	060	2600	\$19,065.00
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	796324	060	2600	\$19,065.00
NATIONAL INVENTORS HALL OF FAME INSTRUCTIONAL MATERIALS (PCC 20118.3)	0790	797047	060	2600	\$15,987.30
NET POSITIVE CONSULTING ENGINEERS RFQ 20-14 SECTION 3	0919	777444A	060	7028	\$11,463.00
NEW ENGLAND SHEET METAL AND MECHANICAL CO. BOE 01/08/14 A-10 (CUPCCAA)	0880	791784	680	0851	\$49,109.10
NEW LIFE PHYSICAL THERAPY SERVICES PC, DBA HEALTHPRO PEDIATRICS, LLC BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0782	786579	060	6500	\$136,944.00
ODP BUSINESS SOLUTIONS, LLC BOE 06/14/23 A-9 (PIGGYBACK)	1891	OD000056855	030	0716	\$98,267.82
P AND R PAPER SUPPLY CO. BOE 06/14/23 A-9 (PIGGYBACK)	1910	796728	130	5310	\$11,254.86
PACIFIC GAS & ELECTRIC CFM/PPC BELOW BID LIMIT (PCC 20111)	1120	796162	350	0913	\$21,062.40
PAPE MATERIAL HANDLING BELOW BID LIMIT (PCC 20111)	0710	796784	030	0152	\$48,547.53
PARDINI'S CATERING BELOW BID LIMIT (PCC 20111)	0755	797164	030	0189	\$11,810.15
PARDINI'S CATERING BELOW BID LIMIT (PCC 20111)	0810	796301	030	0141	\$11,720.54
PARDINI'S CATERING BELOW BID LIMIT (PCC 20111)	0812	796303	030	0137	\$11,762.98
PBK ARCHITECTS, INC. RFQ 20-13	1920	796148	030	0734	\$12,000.00
PETERSON FARMS FRESH, INC. RFP 23-50R	1910	796485	130	5310	\$33,088.00
PETERSON FARMS FRESH, INC. RFP 23-50R	1910	797407	130	5310	\$33,088.00
PLASTIC CONNECTIONS, INC. BID 21-03	1910	796619	130	5310	\$23,345.09
PLATINUM GROUP, THE BID 23-27	1910	796617	130	5310	\$33,810.00
PLATINUM GROUP, THE BID 23-27	1910	796618	130	5310	\$36,400.00
POCKET NURSE MEDICAL SUPPLIES INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	796375	030	0152	\$64,424.57

PRECISION MECHANICAL SOLUTIONS, INC. BOE 01/08/14 A-10 (CUPCCAA)	0880	797116	680	0851	\$13,982.33
PRESENCELEARNING, INC. BOE 06/21/23 A-18 (BUNDLED CONTRACTS)	0782	786525	060	6500	\$1,402,570.00
PRINT THEORY RFQ 23-21	0706	797532	030	0157	\$12,000.00
PROVOST AND PRITCHARD ENGINEERING GROUP, INC. RFQ 20-14 SECTION 4	0919	796865	140	6205	\$13,000.00
PROVOST AND PRITCHARD ENGINEERING GROUP, INC. RFQ 20-14 SECTION 4	1706	797323	060	9046	\$15,000.00
RAISE 3D TECHNOLOGIES, INC. BELOW BID LIMIT (PCC 20111)	0710	796561	030	0152	\$35,867.93
REACT MEDICAL TRAINING, INC. BELOW BID LIMIT (PCC 20111)	0791	797560	060	2600	\$13,600.00
RED GOLD, LLC RFP 23-52R	1910	796414	130	5310	\$32,105.92
RED GOLD, LLC RFP 23-52R	1910	796416	130	5310	\$19,813.64
REXEL USA, INC. DBA PLATT ELECTRIC SUPPLY BELOW BID LIMIT (PCC 20111)	0727	796677	030	0169	\$10,952.02
RICOH USA, INC. BOE 06/14/23 A-9 (PIGGYBACK)	0417	796275	680	0851	\$17,234.15
RIDDELL/ALL AMERICAN SPORTS CORP. BOE 08/09/23 A-13 (BUNDLED CONTRACTS)	0725	797432	060	3213	\$60,000.00
RMA GEOSCIENCE, INC. BOE 06/14/23 A-14	1005	741924	350	0913	\$10,000.00
RUSH INTERNATIONAL, DBA RUSH IMPRINTABLES RFQ 23-21	0796	784473	030	0667	\$10,000.00
RUSSEL SIGLER, INC. BELOW BID LIMIT (PCC 20111)	0919	796250	140	6205	\$22,987.00
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	796487	130	5310	\$27,039.60
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	796637	130	5310	\$31,007.20
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	796638	130	5310	\$25,796.40
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	796640	130	5310	\$11,894.40
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	797405	130	5310	\$11,894.40
SCHWAN'S FOOD SERVICE RFP 23-52R	1910	797406	130	5310	\$27,039.60
SERVPRO OF FRESNO SOUTHEAST BOE 01/08/14 A-10 (CUPCCAA)	0880	796847	680	0851	\$12,332.95
SOUTHERN EDUCATION FOUNDATION, INC.	0865	797185	030	0602	\$35,000.00

BOE 01/10/24 A-4						
SOUTHWEST SCHOOL SUPPLY	0895	796875	030	0716	\$11,503.52	
BELOW BID LIMIT (PCC 20111)						
ST. PAUL ARMENIAN CHURCH	0700	796394	060	3213	\$27,918.00	
BOE 12/13/23 A-6						
STALK TECH CORPORATION	0710	796439	030	0152	\$31,774.19	
BELOW BID LIMIT (PCC 20111)						
STANDARD LIFE COMPANY	0880	769440B	670	0841	\$425,000.00	
BOE 12/07/22 A-14						
STATE ARCHITECT, DIVISION OF	0920	796930	060	3213	\$17,097.16	
SOLE SOURCE (PCC 3400)						
STATE ARCHITECT, DIVISION OF	1385	797044	350	0917	\$10,024.74	
SOLE SOURCE (PCC 3400)						
STATE OF CALIFORNIA ADMIN. SVS.	0930	785499	030	0720	\$288,000.00	
FINGERPRINTING (EC 45125.1)						
STRATEGIC MECHANICAL, INC.	0881	793222	680	0851	\$37,923.00	
BOE 01/08/14 A-10 (CUPCCAA)						
STRATEGIC MECHANICAL, INC.	0920	796572	060	3213	\$2,287,319.00	
BID 24-24						
STUDENTNEST.COM	0785	796326	060	6500	\$1,760,503.00	
RFQ 22-05						
SUNBELT RENTALS	1421	796859	350	0917	\$27,942.34	
BELOW BID LIMIT (PCC 20111)						
SUNBELT RENTALS	1421	796862	350	0917	\$30,798.44	
BELOW BID LIMIT (PCC 20111)						
SUPPLEMENTAL HEALTHCARE	0326	766519A	060	6546	\$175,748.10	
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)						
SUPPLEMENTAL HEALTHCARE	0781	791384	060	6500	\$38,344.00	
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)						
SUPPLEMENTAL HEALTHCARE	0782	792158	060	6500	\$300,000.00	
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)						
SYSCO OF CENTRAL CALIFORNIA	1910	796486	130	5310	\$43,200.00	
BOE 06/14/23 A-9 (PIGGYBACK)						
SYSCO OF CENTRAL CALIFORNIA	1910	796626	130	5310	\$78,621.84	
BOE 06/14/23 A-9 (PIGGYBACK)						
TASTY BRANDS, LLC	1910	796494	130	5310	\$46,947.60	
RFP 23-52R						
THE CENTER FOR BLACK EDUCATOR DEVELOPMENT	0702	NR000053078	030	0176	\$7,499.50	
THE CENTER FOR BLACK EDUCATOR DEVELOPMENT	0702	NR000053078	060	9075	\$7,499.50	
BELOW BID LIMIT (PCC 20111)						
THE MOWERS EDGE	1920	796214	030	0734	\$10,401.38	
BELOW BID LIMIT (PCC 20111)						
THE PAINTED TABLE	0791	796327	060	2600	\$14,000.00	
BELOW BID LIMIT (PCC 20111)						
THE STEPPING STONES GROUP, LLC	1005	796651	060	3182	\$75,000.00	
RFQ 23-70 CATEGORY B						
THE STEPPING STONES GROUP, LLC	1785	793026	060	6500	\$2,700,000.00	

BOE 06/21/23 A-18 (BUNDELED CONTRACTS)					
TNTP, INC.	0617	797320	060	7435	\$1,190,275.00
RFQ 23-30 CATEGORY B					
TOM LITTLE INSPECTIONS	1030	797170	060	3213	\$49,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1055	797265	350	0917	\$39,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1100	796752	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1105	796753	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1105	797174	060	3213	\$49,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1145	796176	060	3213	\$31,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1440	796687	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1445	796757	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1455	796756	060	3213	\$15,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1465	797177	060	3213	\$49,000.00
RFQ 20-14 SECTION 8					
TOM LITTLE INSPECTIONS	1475	797246	060	3213	\$49,000.00
RFQ 20-14 SECTION 8					
TRU-TRAILERS, INC.	0925	785923A	030	0188	\$13,492.82
BELOW BID LIMIT (PCC 20111)					
TYSON FOODS, INC.	1910	796496	130	5310	\$10,644.00
RFP 23-52R					
TYSON FOODS, INC.	1910	796629	130	5310	\$29,620.80
RFP 23-52R					
TYSON FOODS, INC.	1910	797385	130	5310	\$35,616.00
RFP 23-52R					
UHC INSURANCE COMPANY	0880	796364	670	0841	\$300,000.00
BOE 12/06/23 A-25					
UNIGLOBE TRAVEL	0617	797215	060	7435	\$30,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIGLOBE TRAVEL	0755	796639	060	2600	\$175,000.00
BOE 06/14/23 A-9 (PIGGYBACK)					
UNIVERSITY OF CALIFORNIA DAVIS	0755	796680	060	2600	\$23,600.00
BOE 12/06/23 A-16					
VINCENT COMMUNICATIONS, INC.	0925	788913A	030	0188	\$66,001.40
BOE 06/14/23 A-9 (PIGGYBACK)					
VINCENT COMMUNICATIONS, INC.	0925	789638A	030	0188	\$20,400.00
BELOW BID LIMIT (PCC 20111)					
VISION SERVICE PLAN	0880	796444	670	0841	\$1,125,000.00
BOE 12/06/23 A-18					

WESTED	0701	796298	060	5823	\$94,500.00
WESTED	0701	796298	060	5828	\$40,500.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					
WONDER VALLEY RANCH RESORT	0725	796876	030	0173	\$43,721.00
BOE 06/21/23 A-18 (BUNDLED CONTRACTS)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
JANUARY 1, 2024 TO JANUARY 31, 2024
RATIFICATION DATE APRIL 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
1EDTECH CONSORTIUM, INC.	0887	797033	030	0140	\$5,000.00
2 BROS CATERING, DBA EDUARDO HERNANDEZ GARCIA	0796	796547	030	0667	\$5,000.00
95 PERCENT GROUP, INC.	0260	796714	060	6211	\$1,855.75
A LIST SIGNS AND BANNERS, LLC	0215	796601	030	7090	\$4,400.00
A&A TEXTILES	0755	796266	030	0189	\$300.00
A&E INDUSTRIAL CLEANING EQUIP.	0925	784276	030	7230	\$2,000.00
ABDO PUBLISHING COMPANY	0700	796521	060	3213	\$1,693.54
ABLENET, INC.	0788	796767	060	6500	\$97.52
ACCURATE LABEL DESIGNS, INC.	0025	796911	030	0110	\$355.84
ACE PARKING MANAGEMENT, INC.	0852	797449	030	0679	\$750.00
ACE TROPHY SHOP	0320	796758	030	7090	\$136.05
ACE TROPHY SHOP	0355	797483	030	7091	\$1,215.00
ACE TROPHY SHOP	0430	796691	080	8210	\$3,000.00
ACE TROPHY SHOP	0617	785695	030	0675	\$1,625.25
ACE TROPHY SHOP	0710	796249	030	0152	\$2,112.83
AFRICAN AMERICAN MUSEUM OF	0860	797219	030	0694	\$1,500.00
AFRICAN DRUM INTERACTIVE, LLC	0100	797105	030	7090	\$500.00
AFRICAN DRUM INTERACTIVE, LLC	0705	796846	110	6391	\$625.00
AFRICAN DRUM INTERACTIVE, LLC	0755	796280	030	0189	\$775.00
AGILE SPORTS TECHNOLOGIES	0421	796431	030	0172	\$549.00
ALCATRAZ CRUISES, LLC	0710	796306	030	0152	\$1,176.40
ALERT SERVICES, INC.	0725	778223A	030	0172	\$322.01
ALEXIA DANIELLE VARELA	0812	797101	030	0137	\$2,200.00
ALL AMERICAN GLASS	0925	784081	030	7230	\$2,000.00
ALL AMERICAN SCOREBOARDS	0055	796401	030	0172	\$593.77
ALL AMERICAN SPORTS USA	0035	796507	030	7090	\$2,437.88
ALL AMERICAN SPORTS USA	0035	796543	030	7090	\$577.33
ALL AMERICAN SPORTS USA	0175	796917	030	7090	\$2,019.04
ALL AMERICAN SPORTS USA	0175	796917	030	7091	\$2,019.04
ALL AMERICAN SPORTS USA	0335	796921	030	0125	\$622.58
ALL AMERICAN SPORTS USA	0335	797037	030	7090	\$1,000.00
ALL AMERICAN SPORTS USA	0385	791497	030	0110	\$4,002.00
ALL AMERICAN SPORTS USA	0417	797113	030	0171	\$490.90
ALL AMERICAN SPORTS USA	0435	796462	030	0172	\$2,350.36
ALL SIGNS AND SCREEN PRINTING, INC.	0335	775877A	030	0171	\$3,075.67
ALLARD'S, INC.	0045	793861	060	6010	\$1,000.00
ALLARD'S, INC.	0060	796571	030	7090	\$350.00
ALLARD'S, INC.	0200	793498	060	2600	\$500.00
ALLARD'S, INC.	0290	796357	060	6010	\$1,000.00

ALLARD'S, INC.	0325	797408	060	2600	\$1,000.00
ALLARD'S, INC.	0575	796404	060	6010	\$500.00
ALLARD'S, INC.	0727	796354	030	0168	\$850.00
ALLARD'S, INC.	0727	796356	030	0168	\$850.00
ALLARD'S, INC.	0727	797199	030	0168	\$850.00
ALLARD'S, INC.	0790	788022	060	2600	\$2,500.00
ALLIANCE ENVIRONMENTAL GROUP, LLC	0924	797041	060	8150	\$8,000.00
ALLIED STORAGE CONTAINERS, INC.	0919	796313	060	8150	\$27.30
ALLIED STORAGE CONTAINERS, INC.	0919	796383	060	8150	\$238.37
ALYA HASSAN	0812	797102	030	0137	\$2,200.00
A-MARK T-SHIRT, INC.	0015	796567	030	7090	\$1,763.68
A-MARK T-SHIRT, INC.	0055	797126	030	0123	\$3,394.67
A-MARK T-SHIRT, INC.	0055	797126	030	0125	\$3,394.68
A-MARK T-SHIRT, INC.	0123	796568	030	0172	\$270.88
A-MARK T-SHIRT, INC.	0185	796615	030	0172	\$352.14
A-MARK T-SHIRT, INC.	0208	796175	080	8210	\$1,283.41
A-MARK T-SHIRT, INC.	0225	796647	030	7090	\$682.61
A-MARK T-SHIRT, INC.	0385	796915	080	8210	\$368.39
A-MARK T-SHIRT, INC.	0552	797194	030	0500	\$1,997.43
A-MARK T-SHIRT, INC.	0700	796816	030	0606	\$9,777.56
A-MARK T-SHIRT, INC.	0710	796239	060	6388	\$1,808.60
A-MARK T-SHIRT, INC.	0710	796966	030	0152	\$2,979.63
AMAZON CAPITAL SERVICES	0015	796690	030	7091	\$2,000.00
AMAZON CAPITAL SERVICES	0100	785368	030	7090	\$1,999.00
AMAZON CAPITAL SERVICES	0130	783540	030	0123	\$741.00
AMAZON CAPITAL SERVICES	0135	784160	030	7090	\$1,500.00
AMAZON CAPITAL SERVICES	0215	787173	030	7090	\$4,500.00
AMAZON CAPITAL SERVICES	0225	783502	030	7090	\$4,000.00
AMAZON CAPITAL SERVICES	0227	785540	030	0644	\$1,000.00
AMAZON CAPITAL SERVICES	0228	796560	030	0644	\$2,000.00
AMAZON CAPITAL SERVICES	0421	784704	030	7090	\$1,500.00
AMAZON CAPITAL SERVICES	0423	796998	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0423	796999	030	7091	\$4,000.00
AMAZON CAPITAL SERVICES	0440	787168	030	7090	\$4,000.00
AMAZON CAPITAL SERVICES	0485	786403	030	0110	\$1,000.00
AMAZON CAPITAL SERVICES	0553	787512	030	0133	\$1,998.00
AMAZON CAPITAL SERVICES	0567	797093	030	0171	\$1,000.00
AMAZON CAPITAL SERVICES	0575	796913	030	0643	\$2,110.00
AMAZON CAPITAL SERVICES	0575	796914	030	7090	\$4,999.00
AMAZON CAPITAL SERVICES	0617	797187	030	0675	\$500.00
AMAZON CAPITAL SERVICES	0700	785046	030	0606	\$1,500.00
AMAZON CAPITAL SERVICES	0795	797507	030	0705	\$300.00
AMAZON CAPITAL SERVICES	0796	783524	030	0667	\$4,000.00
AMAZON CAPITAL SERVICES	0810	797518	030	0641	\$3,000.00
AMAZON CAPITAL SERVICES	0812	787844	030	0137	\$7,000.00
AMAZON CAPITAL SERVICES	0852	783522	030	0679	\$7,000.00
AMERICAN EAGLE ENTERPRISES	0919	797114	060	8150	\$6,410.52

AMERICAN MUSIC	0235	797160	030	7091	\$4,939.16
AMERICAN MUSIC	0235	797343	030	7091	\$1,465.22
AMERICAN MUSIC	0325	796449	030	7090	\$185.00
AMERICAN SPEECH-LANGUAGE HEARING ASSN.	0781	797317	060	9017	\$6,336.00
AMPERSAND ICE CREAM, LLC	0095	796894	030	0111	\$650.00
AMPERSAND ICE CREAM, LLC	0235	788220	030	7090	\$2,300.00
AMPLIFY EDUCATION, INC.	0617	796259	060	7435	\$2,432.25
AMTRAK	0700	796257	060	7810	\$3,060.00
ANCORA PUBLISHING	0810	796196	030	0649	\$4,057.71
ANCORA PUBLISHING	0810	797475	030	0649	\$1,095.83
ANIXTER, INC.	0710	797115	060	6388	\$5,378.26
APPLIED INDUSTRIAL TECHNOLOGIES-CA	0919	796140	060	8150	\$69.72
ARBOR SCIENTIFIC	0055	796188	030	0125	\$1,816.12
ARBOR SCIENTIFIC	0100	793877	030	7140	\$10.79
ARBOR SCIENTIFIC	0335	796747	030	0125	\$1,617.16
ARMIDA ESPINOZA	0250	797427	030	7090	\$1,200.00
ARMIDA ESPINOZA	0617	796173	060	7435	\$7,974.75
ARMIDA ESPINOZA	0617	796174	060	7435	\$1,594.95
ART TRIO SIGNS	0919	796328	060	8150	\$257.33
ART TRIO SIGNS	0925	786164	030	7230	\$2,000.00
ARTISAN MARKETING GROUP	0230	787885	030	7090	\$34.28
AS ONE SERVICES, INC. DBA AS ONE SERVICES, INC.	0860	797107	030	0694	\$500.00
ASSOC. OF TWO-WAY AND DUAL LANGUAGE ED.	0758	796281	030	7091	\$6,545.00
AT&T MOBILITY	0880	796585	680	0851	\$61.94
AT&T MOBILITY	0930	796379	030	0720	\$61.94
AUDEAMUS	0195	776698A	030	0110	\$4,857.58
AUDEAMUS	0260	797096	060	6211	\$525.76
AUDEAMUS	0320	797330	030	7090	\$666.26
AUDEAMUS	0440	797552	030	7090	\$525.76
AUGUST LEARNING SOLUTIONS, LLC	0670	796138	110	6390	\$9,731.42
AUTHORIZED VAC AND SEW CENTER	0710	796150	060	6387	\$5,500.00
B & H PHOTO-VIDEO, INC.	0421	796452	030	7090	\$958.64
B & H PHOTO-VIDEO, INC.	0421	797466	060	722E	\$5,257.14
B & H PHOTO-VIDEO, INC.	0710	796143	030	0194	\$994.51
B & H PHOTO-VIDEO, INC.	0710	796157	030	0194	\$2,033.63
B & H PHOTO-VIDEO, INC.	0710	796184	060	6388	\$3,803.08
B & H PHOTO-VIDEO, INC.	0710	796185	030	0152	\$650.04
B & H PHOTO-VIDEO, INC.	0710	796185	030	0194	\$650.05
B & H PHOTO-VIDEO, INC.	0710	796858	060	6388	\$4,781.36
B & H PHOTO-VIDEO, INC.	0758	796400	030	7091	\$1,687.57
BALLOONS ARE EVERYWHERE, INC.	0105	797259	030	0172	\$500.00
BARNES & NOBLE, INC.	0025	796773	030	0625	\$482.00
BARNES & NOBLE, INC.	0045	797350	060	6010	\$1,000.00
BARNES & NOBLE, INC.	0125	797501	030	0625	\$515.37
BARNES & NOBLE, INC.	0145	797247	030	7090	\$500.00
BARNES & NOBLE, INC.	0165	796764	060	2600	\$1,000.00
BARNES & NOBLE, INC.	0175	796232	060	6010	\$1,000.00

BARNES & NOBLE, INC.	0185	797470	030	7090	\$1,090.87
BARNES & NOBLE, INC.	0215	797349	080	8210	\$350.00
BARNES & NOBLE, INC.	0220	789217	030	0625	\$500.00
BARNES & NOBLE, INC.	0235	796884	060	3010	\$3,000.00
BARNES & NOBLE, INC.	0260	797005	060	6211	\$1,295.97
BARNES & NOBLE, INC.	0290	793215	060	6010	\$1,500.00
BARNES & NOBLE, INC.	0295	797249	060	6010	\$700.00
BARNES & NOBLE, INC.	0340	796224	060	6010	\$300.00
BARNES & NOBLE, INC.	0435	797251	030	0625	\$500.00
BARNES & NOBLE, INC.	0475	785741	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0505	796760	060	6010	\$1,000.00
BARNES & NOBLE, INC.	0530	796535	080	8210	\$150.00
BARNES & NOBLE, INC.	0553	797423	060	6500	\$200.00
BARNES & NOBLE, INC.	0575	795468	060	3182	\$2,807.00
BARNES & NOBLE, INC.	0580	796335	030	0624	\$1,380.00
BARNES & NOBLE, INC.	0700	796201	060	7810	\$1,051.64
BARNES & NOBLE, INC.	0701	796125	060	3213	\$624.10
BARNES & NOBLE, INC.	0701	796197	060	6266	\$2,101.67
BARNES & NOBLE, INC.	0701	796460	060	3213	\$624.10
BARNES & NOBLE, INC.	0701	797087	060	3213	\$1,403.13
BARNES & NOBLE, INC.	0710	796177	030	0194	\$7,883.27
BARNES & NOBLE, INC.	0765	796616	060	9063	\$8,672.33
BARNES & NOBLE, INC.	0790	797364	060	4124	\$500.00
BAROBO, INC.	0755	795863	060	2600	\$8,289.64
BAUDVILLE	0105	796762	030	0115	\$600.84
BELIEVE PRODUCTIONS	0460	792529	080	8210	\$498.72
BELLWETHER MEDIA	0700	797264	060	3213	\$1,129.50
BELMONT NURSERY	0812	796488	030	0137	\$1,000.00
BENTLEY'S DRUM SHOP	1400	789439	030	7394	\$500.00
BEST BUY BUSINESS ADVANTAGE ACCT.	0455	796607	060	6010	\$2,016.75
BEST BUY BUSINESS ADVANTAGE ACCT.	0455	796755	060	6010	\$2,039.95
BEST BUY BUSINESS ADVANTAGE ACCT.	0505	796689	060	6010	\$2,603.52
BEST BUY BUSINESS ADVANTAGE ACCT.	0710	796406	030	0152	\$3,342.14
BETTER ENTERPRISES, INC.	1130	792382	350	0912	\$5,534.64
BIG 5 SPORTING GOODS	0575	797357	060	6010	\$100.00
BIG 5 SPORTING GOODS CORP.	0335	796317	030	0125	\$500.00
BIG 5 SPORTING GOODS CORP.	0440	796570	030	7090	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0796	797477	030	0667	\$1,500.00
BIG DEAL NETWORK, INC.	0055	796461	030	0125	\$5,000.00
BIO RAD LABORATORIES	0710	796685	060	6388	\$2,321.12
BLACK STUDENTS OF CALIFORNIA UNITED	0440	796661	030	7090	\$1,125.00
BLICK ART MATERIALS	0235	796484	030	0125	\$1,177.95
BLICK ART MATERIALS	0727	796407	030	0168	\$51.05
BLUUM USA, INC.	0710	789371	030	0152	\$77.73
BOOT BARNES HOLDINGS	1910	796541	130	5310	\$500.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0095	796797	030	0110	\$400.00
BREANA WISE, DBA JITTERS COFFEE TRUCK	0145	794715	030	7090	\$1,500.00

BREANA WISE, DBA JITTERS COFFEE TRUCK	0335	797212	030	0123	\$2,500.00
BROCKHAGE CORPORATION, DBA LOCKPICKS.COM	0919	796365	060	8150	\$3,588.13
BRONCO FOUNDATION	0421	796471	030	0125	\$100.00
BSN SPORTS, INC.	0208	796455	030	0172	\$617.74
BSN SPORTS, LLC	0030	796458	030	0172	\$538.26
BSN SPORTS, LLC	0102	792579	030	2430	\$100.00
BSN SPORTS, LLC	0145	796518	030	0172	\$2,626.52
BSN SPORTS, LLC	0145	797493	680	0851	\$3,432.15
BSN SPORTS, LLC	0185	796503	030	0172	\$2,999.95
BSN SPORTS, LLC	0185	796517	030	0172	\$310.61
BSN SPORTS, LLC	0185	796544	030	0172	\$838.28
BSN SPORTS, LLC	0335	796480	030	0172	\$1,233.93
BSN SPORTS, LLC	0335	796596	030	0172	\$188.98
BSN SPORTS, LLC	0335	796627	030	0172	\$317.64
BSN SPORTS, LLC	0335	796971	030	0172	\$1,117.22
BSN SPORTS, LLC	0335	797103	030	0172	\$1,200.00
BSN SPORTS, LLC	0395	784901A	030	0172	\$1,281.40
BSN SPORTS, LLC	0421	796478	030	0172	\$4,750.00
BSN SPORTS, LLC	0919	797071	060	8150	\$460.79
BULLARD HIGH BAND BACKERS	0208	797069	080	8210	\$200.00
BULLARD TALENT STUDENT BODY	0370	797108	030	7090	\$707.00
BULLARD UNIFORMS	0395	796919	030	0125	\$3,249.42
BUREAU OF EDUC. RESEARCH	0440	796785	030	7090	\$279.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0423	788924	030	7090	\$300.00
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0700	794800	060	3213	\$3,000.00
CABE/CALIF. ASSOC. FOR BILINGUAL EDUCATION	0423	796614	030	7091	\$790.00
CADA CENTRAL	0208	797120	030	0171	\$1,010.00
CADA CENTRAL	0725	796274	030	0179	\$75.00
CAI SAFETY SYSTEMS, INC.	0925	785652	030	7230	\$950.00
CAL POLY CORPORATION	0706	797225	030	0606	\$673.26
CAL-HOSA, INC.	0710	796270	030	0152	\$525.00
CAL-HOSA, INC.	0710	796426	060	6387	\$4,170.00
CALIF. ACADEMY OF SCIENCES	0145	797056	030	7090	\$1,151.15
CALIF. ACADEMY OF SCIENCES	0725	796559	030	0173	\$2,093.00
CALIF. ACADEMY OF SCIENCES	0725	796844	030	0173	\$2,257.45
CALIF. FUTURE BUSINES LEADERS OF AMERICA	0335	797412	060	6385	\$500.00
CALIF. ASSOCIATION OF SKILLS USA, INC.	0710	796593	060	6387	\$970.00
CALIF. IT IN EDUCATION	0888	796152	030	0140	\$3,000.00
CALIFORNIA ADVOCATE	0755	796287	030	0176	\$3,000.00
CALIFORNIA ARTS ACADEMY, LLC	0791	795122A	060	2600	\$6,000.00
CALIFORNIA ASSOC. OF IB WORLD SCHOOLS	0185	796565	030	7090	\$200.00
CALIFORNIA BUSINESS MACH., INC.	0170	796686	030	0625	\$732.45
CALIFORNIA BUSINESS MACH., INC.	0710	796309	030	0152	\$1,594.39
CALIFORNIA DEPARTMENT OF ED.	1095	796777	350	0913	\$3,968.66
CALIFORNIA DEPARTMENT OF ED.	1095	796780	350	0913	\$1,394.39
CALIFORNIA DEPARTMENT OF ED.	1335	796931	350	0916	\$1,238.75
CALIFORNIA DEPARTMENT OF ED.	1561	796933	350	0913	\$350.00

CALIFORNIA DEPARTMENT OF ED.	1905	796782	400	0915	\$3,035.48
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	1235	797386	350	0917	\$443.00
CALIFORNIA DEPT. OF EDUCATION	1910	797411	130	5310	\$403.65
CALIFORNIA KEYBOARDS	0130	796534	030	0125	\$270.00
CALIFORNIA STATE UNIVERSITY, SAN MARCOS	0810	797229	030	0649	\$4,188.00
CALPERS LONG TERM CARE PROG.	0890	796988	030	0708	\$4,674.00
CALVERT CATERING, DBA APPLE SPICE	0105	796798	030	0115	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0195	797051	030	0111	\$1,400.00
CALVERT CATERING, DBA APPLE SPICE	0230	797446	030	0124	\$370.10
CALVERT CATERING, DBA APPLE SPICE	0423	788927	030	7090	\$950.00
CALVERT CATERING, DBA APPLE SPICE	0440	791120	030	7090	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0617	796819	060	7435	\$4,000.00
CALVERT CATERING, DBA APPLE SPICE	0710	796806	030	0152	\$1,100.00
CALVERT CATERING, DBA APPLE SPICE	0755	794382	030	0189	\$1,500.00
CALVERT CATERING, DBA APPLE SPICE	0755	796341	030	0176	\$1,000.00
CALVERT CATERING, DBA APPLE SPICE	0758	783944	030	7091	\$3,000.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0125	796237	030	0124	\$3,177.50
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0415	797226	030	0114	\$2,631.50
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0415	797227	030	7090	\$2,355.00
CAPSTONE	0700	796217	060	3213	\$5,390.07
CAPTUREIT! IMPRINTING	0010	783578	030	0172	\$1,400.00
CAPTUREIT! IMPRINTING	0100	796975	030	0172	\$948.06
CARNEGIE FOUNDATION FOR THE	0700	772670A	060	3213	\$3,280.00
CARNEGIE FOUNDATION FOR THE	1795	796459	060	3182	\$1,095.00
CASA CORONA	1235	796951	030	0500	\$1,057.70
CDW GOVERNMENT, INC.	0030	796856	030	0625	\$1,951.05
CDW GOVERNMENT, INC.	0235	797162	030	7090	\$2,575.39
CDW GOVERNMENT, INC.	0260	797095	060	6211	\$1,213.02
CDW GOVERNMENT, INC.	0285	796761	030	7090	\$146.27
CDW GOVERNMENT, INC.	0290	797474	030	0110	\$120.99
CDW GOVERNMENT, INC.	0290	797474	030	0113	\$142.03
CDW GOVERNMENT, INC.	0415	797159	060	3010	\$1,288.00
CDW GOVERNMENT, INC.	0430	796924	030	7091	\$515.74
CDW GOVERNMENT, INC.	0435	796348	030	7091	\$2,491.72
CDW GOVERNMENT, INC.	0435	796349	030	7091	\$1,098.67
CDW GOVERNMENT, INC.	0480	797457	030	7090	\$559.15
CDW GOVERNMENT, INC.	0617	796252	060	7435	\$4,740.31
CDW GOVERNMENT, INC.	0617	796254	060	7435	\$4,225.65
CDW GOVERNMENT, INC.	0617	797551	030	0500	\$735.86
CDW GOVERNMENT, INC.	0700	796613	030	0606	\$87.27
CDW GOVERNMENT, INC.	0726	797544	030	0177	\$1,871.75
CDW GOVERNMENT, INC.	0811	796929	030	0130	\$218.60
CDW GOVERNMENT, INC.	0852	797163	030	0679	\$328.84
CDW GOVERNMENT, INC.	0852	797234	030	0679	\$897.36
CDW GOVERNMENT, INC.	0852	797565	030	0679	\$5,550.75
CDW GOVERNMENT, INC.	0886	797250	030	0140	\$8,710.80

CDW GOVERNMENT, INC.	0890	796268	030	0708	\$737.36
CDW GOVERNMENT, INC.	0890	796957	030	0708	\$1,127.17
CDW GOVERNMENT, INC.	0890	797092	030	0708	\$431.23
CDW GOVERNMENT, INC.	0915	796516	030	0712	\$869.48
CDW GOVERNMENT, INC.	0919	796925	030	0188	\$762.23
CDW GOVERNMENT, INC.	1400	796611	030	7394	\$934.20
CEFERINO DOLORES LOPEZ	0710	797046	030	0152	\$4,800.00
CEFERINO DOLORES LOPEZ	0919	797130	060	9046	\$3,384.00
CENTER FOR ADOLESCENT STUDIES, INC.	0811	796579	030	0130	\$3,307.50
CENTRAL CALIFORNIA WOMEN'S CONFERENCE	0850	796580	030	0681	\$280.00
CENTRAL HIGH SCHOOL	0055	797231	030	0172	\$400.00
CENTRAL SANITARY SUPPLY CO., INC.	1910	796731	130	5310	\$751.89
CENTRAL SANITARY SUPPLY CO., INC.	1910	796732	130	5310	\$1,296.95
CENTRAL SANITARY SUPPLY CO., INC.	1910	796733	130	5310	\$6,484.75
CENTRAL SANITARY SUPPLY CO., INC.	1910	796734	130	5310	\$541.75
CENTRAL SANITARY SUPPLY CO., INC.	1910	796735	130	5310	\$7,828.29
CENTRAL VALLEY ATHLETIC LEAGUE	0725	796418	030	0172	\$100.00
CENTRAL VALLEY SPORTS STITCH AND INK	0335	796318	030	7140	\$338.01
CENTRAL VALLEY SPORTS STITCH AND INK	0755	796960	030	0189	\$250.00
CHARACTER MATTERS	0335	797404	030	0125	\$350.00
CHEF B	0227	796229	060	5634	\$4,450.00
CHILDREN'S PLUS, INC.	0225	797554	030	7091	\$4,695.93
CHILDREN'S PLUS, INC.	0700	796246	060	3213	\$5,522.82
CHILDREN'S PLUS, INC.	0700	796713	060	3213	\$8,397.89
CHILDREN'S PLUS, INC.	0700	796853	060	3213	\$1,390.53
CHILDREN'S PLUS, INC.	0765	796447	060	9063	\$577.38
CHILDREN'S PLUS, INC.	0765	796602	060	9063	\$5,749.51
CHILDREN'S PLUS, INC.	0765	796603	060	9063	\$4,388.48
CHILDREN'S PLUS, INC.	0765	796605	060	9063	\$1,356.03
CHURRASCO GRILL	0355	797209	030	0113	\$1,127.00
CIF CENTRAL SECTION	0055	796815	030	0172	\$250.00
CITY OF FRESNO/FAX	0240	795934	030	7090	\$216.00
CITY OF FRESNO/FIRE DEPT.	1230	796869	060	3213	\$134.00
CITY OF FRESNO/FIRE DEPT.	1575	796867	060	3213	\$134.00
CKEPUSA, LLC	1910	797030	060	7032	\$3,849.56
CLAY MIX	0055	786617	030	7090	\$2,000.00
CLAY MIX	0195	787654	030	0172	\$300.00
CLOVIS WEST HIGH SCHOOL	0235	797331	030	0172	\$70.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	796928	060	6500	\$507.90
COOKS COMMUNICATIONS	0445	797012	030	7090	\$1,295.49
CORWIN PRESS	0395	796969	060	3010	\$1,585.94
CORWIN PRESS	0417	796600	030	7090	\$2,093.00
CORWIN PRESS	0758	796153	060	4203	\$4,876.38
CORWIN PRESS	0765	797365	120	7835	\$3,374.46
CORWIN PRESS	1055	797217	060	3010	\$5,523.63
COURTESY MOVING SERVICE	1015	796688	060	3213	\$269.36
CREATION ENGINE, INC.	0710	797409	060	6388	\$960.00

CRESKO	1910	796512	060	7032	\$3,105.74
CRESKO	1910	796525	060	7032	\$3,013.21
CRESKO	1910	796608	060	7032	\$2,459.49
CRESKO	1910	797426	060	7032	\$478.91
CROWE, LLP	0890	773747A	2XD	0917	\$9,000.00
CULLINAN EDUCATION CENTER	0428	796918	060	4035	\$4,470.00
CULLINAN EDUCATION CENTER	0428	797000	060	4035	\$2,980.00
CURRICULUM ASSOCIATES, INC.	0786	796170	060	6500	\$3,009.42
DANCE ATTIRE BY EXPRESSIONS	0790	797013	060	4124	\$4,970.60
DAVE & BUSTERS	0702	796834	060	9075	\$8,100.00
DAVE'S DONUT SHOP	0796	797395	030	0667	\$1,000.00
DELI DELICIOUS	0617	796818	060	7435	\$3,000.00
DELI DELICIOUS	0730	792121	030	0656	\$200.00
DELI DELICIOUS	0755	796339	030	0176	\$1,000.00
DELI DELICIOUS	0865	788226	030	0602	\$500.00
DELTA HEALTH SYSTEMS	0880	741722B1	670	0841	\$3,500.00
DEMCO, INC.	0145	796389	030	0625	\$740.61
DEMCO, INC.	0225	796681	030	0625	\$1,083.47
DEMCO, INC.	0445	796700	030	0625	\$4,247.56
DEMCO, INC.	0530	796392	030	0625	\$333.00
DEMCO, INC.	0530	796435	030	0625	\$333.00
DEMCO, INC.	0530	796437	030	0625	\$199.80
DEMCO, INC.	0530	796520	030	0625	\$773.98
DEMCO, INC.	0530	796682	030	0625	\$2,840.55
DEMCO, INC.	0530	796750	030	0625	\$1,518.22
DEMCO, INC.	0575	796675	030	0625	\$2,826.56
DEMCO, INC.	0700	796191	060	3213	\$6,346.51
DEMCO, INC.	0700	796192	060	3213	\$650.95
DEMCO, INC.	0700	796193	060	3213	\$3,978.59
DEMCO, INC.	0700	796558	060	3213	\$4,629.39
DEMCO, INC.	0700	796684	060	3213	\$3,083.42
DEMCO, INC.	0700	796736	060	3213	\$9,970.50
DEMCO, INC.	0700	796759	060	3213	\$2,969.72
DEMCO, INC.	0700	796825	060	3213	\$3,378.05
DEMCO, INC.	0700	796827	060	3213	\$4,589.45
DEMCO, INC.	0700	796877	060	3213	\$602.58
DEMCO, INC.	0700	796904	060	3213	\$651.28
DEMCO, INC.	0700	797192	060	3213	\$2,125.50
DEMCO, INC.	0700	797236	060	3213	\$8,500.00
DEMCO, INC.	0700	797240	060	3213	\$9,118.03
DEMCO, INC.	0700	797355	060	3213	\$174.67
DEPARTMENT OF GENERAL SERVICES	0930	791157	030	0720	\$1,000.00
DEVELOPMENT GROUP, INC.	1060	796350	350	0913	\$1,766.21
DI CICCOS/BLACKSTONE	1145	783736	030	0500	\$100.00
DI CICCOS/KINGS CANYON	0421	787141	030	7090	\$600.00
DI CICCOS/KINGS CANYON	0567	796635	030	7090	\$1,200.00
DICICCO'S	0310	797055	030	0110	\$1,000.00

DICICCO'S	0890	784339	030	0708	\$268.44
DISCOUNT DANCE, LLC	0755	796569	030	0189	\$702.84
DISCOUNT SCHOOL SUPPLY	0220	797463	030	7090	\$78.45
DISNEYLAND RESORT-GREAT SERVICES TICKETS	0460	796529	080	8210	\$4,939.00
DL SIGN SYSTEMS	0395	796808	030	0123	\$2,050.30
DL SIGN SYSTEMS	0395	796824	030	7090	\$1,246.03
DL SIGN SYSTEMS	0421	795917	030	0123	\$1,961.68
DL SIGN SYSTEMS	0421	796804	030	0643	\$1,760.69
DONALD KEITH CAPPELLUTI	0127	796492	030	7090	\$2,000.00
DOUGGY FRESH PIZZA	0145	784645	030	7090	\$1,000.00
DOUGGY FRESH PIZZA	0530	796530	080	8210	\$250.00
DRYDEN, ANGELA	0787	796874	060	6500	\$132.12
DUMONT PRINTING, INC.	0755	796456	030	0189	\$1,232.76
DUMONT PRINTING, INC.	0850	793958	030	0681	\$1,255.00
DUTCH BROS. COFFEE FRESNO	0355	797210	030	0113	\$2,400.00
DUTCH BROS. COFFEE FRESNO	0567	785493	030	7090	\$1,600.00
EAGLE AUTOMOTIVE EQUIPMENT IV, INC.	0925	784418	030	7230	\$3,000.00
EAT IT UP CATERING SERVICE, INC.	0421	796821	060	722E	\$1,800.00
EDDIE'S BAKERY CAFE	0225	797208	030	0110	\$600.00
EDISON BASEBALL BOOSTERS	0860	796926	030	0694	\$600.00
EDU, INC.	0706	796161	030	0157	\$5,000.00
EKC ENTERPRISES, INC.	0919	796771	060	8150	\$4,353.44
ELITE EVENT VENUES, LLC	0601	796622	030	0500	\$1,450.00
ENABLING DEVICES, INC.	0788	796166	060	6500	\$465.85
ENABLING DEVICES, INC.	0788	796169	060	6500	\$509.19
ENABLING DEVICES, INC.	0788	796329	060	6500	\$506.69
ENVIRO CLEAN	0055	797472	030	0734	\$384.64
ENVIRO CLEAN	1891	797032	030	0716	\$9,066.73
ENVIRO CLEAN	1920	796034	680	0851	\$712.94
EPES SOFTWARE	0123	796515	030	0147	\$154.00
ESGI, LLC	0617	797258	060	7435	\$2,239.00
EUGENE MITCHELL JR., DBA GENEACK GRILLING AND CATERING	0755	796545	030	0189	\$9,000.00
EXPO PARTY RENTAL AND SALES	0725	796809	030	0171	\$2,828.30
EXPO PARTY RENTAL AND SALES	0888	797070	030	0143	\$1,787.00
EXPO PARTY RENTAL AND SALES	1355	796996	350	0917	\$1,860.00
FAN IN A BOX, LLC	0240	789435	030	0128	\$1,500.00
FAN IN A BOX, LLC	0505	796711	030	0643	\$3,282.04
FASTENAL COMPANY	0919	796770	030	0188	\$9,673.54
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0423	797335	030	7090	\$525.00
FIREBAUGH HIGH SCHOOL	0145	797111	030	0172	\$575.00
FIRST 5 FRESNO COUNTY	0885	797375	030	0140	\$292.50
FIRST STRING SPORTS	0055	796986	030	0172	\$1,200.00
FIRST STRING SPORTS	0055	797157	030	0172	\$1,200.00
FIRST STRING SPORTS	0185	787701	030	0172	\$188.00
FIRST STRING SPORTS	0185	796646	030	0172	\$324.92
FIRST STRING SPORTS	0335	797358	030	0172	\$1,166.07

FIRST STRING SPORTS	0445	796219	030	0115	\$1,494.58
FIRST STRING SPORTS	0450	796554	030	0172	\$415.00
FIRST STRING SPORTS	0455	785492	030	0172	\$2,000.00
FIRST STRING SPORTS	0475	796080	030	7090	\$1,613.54
FISHER SCIENTIFIC COMPANY	0710	796620	030	0152	\$6,103.74
FLINN SCIENTIFIC, INC.	0145	797362	030	7090	\$470.91
FLINN SCIENTIFIC, INC.	0335	796738	030	0125	\$999.78
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0210	796248	030	0625	\$712.74
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796234	060	3213	\$6,748.30
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796526	060	3213	\$7,740.14
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796531	060	3213	\$5,302.29
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796533	060	3213	\$8,074.32
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796712	060	3213	\$8,245.63
FOLLETT CONTENT SOLUTIONS, LLC DBA FOLLETT CONTENT SOLUTIONS, LLC	0700	796718	060	3213	\$5,381.07
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	796325	060	6388	\$3,935.27
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0961	795538	030	0188	\$4,000.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1005	785378	060	3213	\$4,220.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1010	797413	060	3213	\$1,000.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1120	694492	350	0917	\$1,000.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1440	797321	060	3213	\$5,280.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1445	796307	060	3213	\$1,855.00
FRESNO AG HARDWARE	0235	797214	030	0172	\$500.00
FRESNO AG HARDWARE	0710	797211	030	0152	\$294.34
FRESNO AG HARDWARE	1920	796434	680	0851	\$570.38
FRESNO BEKINS	1070	797416	060	3213	\$2,237.97
FRESNO BEKINS	1265	797324	060	3213	\$579.80
FRESNO BEKINS	1455	797418	060	3213	\$2,237.97
FRESNO CHAFFEE ZOO CORPORATION	0725	796273	030	0173	\$3,080.00
FRESNO CHAFFEE ZOO CORPORATION	0725	796417	030	0173	\$406.00
FRESNO CHAFFEE ZOO CORPORATION	0725	797491	030	0173	\$464.00
FRESNO CHRISTIAN SCHOOLS	0125	796310	030	0172	\$325.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0030	796870	030	0171	\$250.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0200	797496	030	7090	\$500.00
FRESNO COMPACT	0860	797508	030	0694	\$3,500.00
FRESNO COUNCIL ON CHILD ABUSE	0790	796207	060	6010	\$120.00
FRESNO COUNTY OFFICE OF EDUC.	0702	797080	060	3213	\$597.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0100	797188	060	3010	\$2,587.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0145	797072	030	7140	\$1,125.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	796156	030	0152	\$597.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0710	796263	060	6388	\$210.00
FRESNO EQUIPMENT COMPANY	0145	797550	030	0172	\$233.02
FRESNO HIGH SCHOOL	0421	797238	030	0172	\$700.00

FRESNO OXYGEN	0130	797213	030	0171	\$550.00
FRESNO OXYGEN	0320	797031	080	8210	\$339.00
FRESNO OXYGEN	0465	797537	030	7090	\$700.00
FRESNO OXYGEN	0710	796578	060	6388	\$7,545.00
FRESNO OXYGEN	0710	796901	060	6388	\$1,096.45
FRESNO OXYGEN	0710	797134	060	6388	\$500.00
FRESNO PACIFIC UNIVERSITY	0701	797235	060	9060	\$2,000.00
FRESNO POLICE DEPARTMENT	0455	797183	030	7090	\$250.00
FRESNO PUMP & SUPPLY, INC.	0919	796384	140	6205	\$4,134.75
FRESNO PUMP & SUPPLY, INC.	0919	796385	140	6205	\$1,904.08
FRESNO RESCUE MISSION, DBA FRESNO MISSION	0228	797338	030	0644	\$575.00
FRESNO TRUCK WORKS, INC.	0919	796297	030	0188	\$2,142.43
FRESNO UNIFIED SCHOOL DISTRICT	0702	796582	060	3213	\$5,000.00
FUNWORKS/KAREN GAINES	0035	796475	030	7090	\$3,000.00
G W SCHOOL SUPPLY	0005	796776	030	0113	\$1,246.00
G W SCHOOL SUPPLY	0005	797371	030	0113	\$486.00
G W SCHOOL SUPPLY	0005	797374	030	0113	\$400.00
G W SCHOOL SUPPLY	0020	797048	030	0110	\$150.00
G W SCHOOL SUPPLY	0045	789409	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0060	796334	030	0171	\$300.00
G W SCHOOL SUPPLY	0135	797352	120	6105	\$500.00
G W SCHOOL SUPPLY	0160	796343	030	0625	\$500.00
G W SCHOOL SUPPLY	0160	796391	060	6500	\$220.00
G W SCHOOL SUPPLY	0160	796887	060	6500	\$197.50
G W SCHOOL SUPPLY	0165	789406	060	2600	\$500.00
G W SCHOOL SUPPLY	0175	796885	060	6010	\$500.00
G W SCHOOL SUPPLY	0188	797387	030	0133	\$200.00
G W SCHOOL SUPPLY	0195	786636	030	7090	\$500.00
G W SCHOOL SUPPLY	0208	797200	030	0110	\$150.00
G W SCHOOL SUPPLY	0220	796765	030	0110	\$300.00
G W SCHOOL SUPPLY	0270	797366	030	0113	\$100.00
G W SCHOOL SUPPLY	0270	797369	030	0113	\$604.01
G W SCHOOL SUPPLY	0285	797420	030	0110	\$200.00
G W SCHOOL SUPPLY	0285	797422	120	6105	\$236.00
G W SCHOOL SUPPLY	0290	797504	030	0110	\$151.00
G W SCHOOL SUPPLY	0330	789415	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0355	797428	030	0625	\$800.00
G W SCHOOL SUPPLY	0420	797295	030	0113	\$745.00
G W SCHOOL SUPPLY	0430	797382	080	8210	\$500.00
G W SCHOOL SUPPLY	0460	789418	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0460	797202	080	8210	\$300.00
G W SCHOOL SUPPLY	0480	796769	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	796772	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797135	120	6105	\$500.00
G W SCHOOL SUPPLY	0480	797346	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797348	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797376	030	7090	\$200.00

G W SCHOOL SUPPLY	0480	797378	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797379	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797380	030	7090	\$200.00
G W SCHOOL SUPPLY	0480	797381	030	7090	\$200.00
G W SCHOOL SUPPLY	0500	796882	030	0110	\$200.00
G W SCHOOL SUPPLY	0530	791425	030	7090	\$1,000.00
G W SCHOOL SUPPLY	0535	789123	060	6010	\$1,000.00
G W SCHOOL SUPPLY	0553	796896	060	6500	\$50.00
G W SCHOOL SUPPLY	0553	796897	060	6500	\$50.00
G W SCHOOL SUPPLY	0553	796898	060	6500	\$50.00
G W SCHOOL SUPPLY	0553	796899	060	6500	\$50.00
G W SCHOOL SUPPLY	0553	797425	060	6500	\$200.00
G W SCHOOL SUPPLY	0567	797252	030	0171	\$540.00
G W SCHOOL SUPPLY	0575	796886	060	6010	\$300.00
G W SCHOOL SUPPLY	0767	796366	120	6105	\$500.00
G W SCHOOL SUPPLY	0785	796768	060	6500	\$74.84
GCB1, INC. DBA GC BUILDERS	0415	797127	120	6128	\$3,465.00
GEIL ENTERPRISES, INC.	1565	796513	350	0917	\$1,344.48
GILROY HIGH SCHOOL	0395	796678	030	0172	\$600.00
GLOWFORGE, INC.	0710	796255	030	0152	\$1,075.03
GLOWFORGE, INC.	0710	796409	030	0152	\$2,456.83
GOLD STAR FOODS, INC.	1910	796218	130	5310	\$2,320.00
GOLD STAR FOODS, INC.	1910	796220	130	5310	\$2,309.50
GOLD STAR FOODS, INC.	1910	796222	130	5310	\$1,414.50
GOLD STAR FOODS, INC.	1910	796724	130	5310	\$3,888.00
GOLD STAR FOODS, INC.	1910	796873	130	5310	\$9,510.40
GOLD STAR FOODS, INC.	1910	797384	130	5310	\$3,087.00
GOLF CAR CENTRAL SERVICE	0100	796754	030	7090	\$3,000.00
GOLF CAR CENTRAL SERVICE	0105	787203	030	0115	\$1,000.00
GOPHER	0060	796634	060	2600	\$1,281.40
GOPHER	0075	796369	060	6010	\$183.75
GOPHER	0100	797512	030	7090	\$704.33
GOPHER	0235	796976	030	0125	\$311.27
GOPHER	0295	797486	060	6010	\$145.02
GOPHER	0395	797124	030	0125	\$1,755.28
GOPHER	0475	796506	030	7090	\$421.61
GOPHER	0505	797153	060	6010	\$2,080.64
GOPHER	0700	797489	060	3213	\$444.44
GOTTSCHALK MUSIC CENTER	0100	796833	030	7090	\$450.00
GRADUATE SERVICES, LTD	0130	797172	030	0171	\$1,500.00
GRADUATE SERVICES, LTD	0230	796519	030	7090	\$4,979.88
GRAINGER, INC.	0710	796243	060	6388	\$686.79
GRAINGER, INC.	0925	784063	030	7230	\$3,000.00
GRAINGER, INC.	1910	796540	130	5310	\$712.97
GRAINGER, INC.	1910	796857	130	5310	\$446.30
GRAINGER, INC.	1910	796974	060	7032	\$502.01
GRAYBAR ELECTRIC, INC.	1005	796910	350	0913	\$270.38

GRAYBAR ELECTRIC, INC.	1235	797058	350	0917	\$58.50
GUADALAJARA RESTAURANT	0335	797014	060	4124	\$1,506.32
GUITAR CENTER STORE, INC.	0170	793515	060	6010	\$2,000.00
HACH COMPANY	0710	796265	060	6388	\$5,273.40
HARCOURT OUTLINES, INC.	0575	796149	030	0625	\$767.37
HARVARD HOUSE	0235	789400	030	0125	\$100.00
HCI-AUDIOMETRICS	0785	797161	060	6500	\$809.24
HEINEMANN PROFESSIONAL	0617	796393	060	7435	\$1,794.04
HEINEMANN PROFESSIONAL	0617	796395	060	7435	\$8,297.07
HEINEMANN PROFESSIONAL	0617	796396	060	7435	\$7,111.76
HEINEMANN PROFESSIONAL	0617	796739	060	7435	\$1,196.02
HEINEMANN PROFESSIONAL	0617	796900	060	7435	\$598.02
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0580	796829	030	7090	\$500.00
HEWITT'S RESTAURANT	0055	794422	030	0123	\$1,000.00
HEWITT'S RESTAURANT	0130	797307	030	0125	\$1,289.03
HEWITT'S RESTAURANT	0423	797334	030	7090	\$500.00
HEWITT'S RESTAURANT	0664	797394	030	0672	\$3,500.00
HEWITT'S RESTAURANT	0702	783966	060	9075	\$1,000.00
HEWITT'S RESTAURANT	0755	796344	030	0176	\$1,500.00
HOBBY TOWN U S A	0455	797173	060	6010	\$1,500.00
HORN PHOTO, INC.	0727	796376	030	0169	\$150.00
HORN SHOP THE	0395	797347	030	7090	\$578.59
HOSA, INC.	0710	796323	030	0152	\$715.00
HOUGHTON MIFFLIN COMPANY	0145	796683	030	7091	\$4,860.00
HOUGHTON MIFFLIN COMPANY	0700	796386	060	3213	\$800.00
HOUGHTON MIFFLIN COMPANY	0700	796388	060	3213	\$400.00
HUNGRY BEAR, INC.	0185	793806	030	7090	\$408.00
IDEAL SAW WORKS	0710	796247	060	6388	\$643.60
IMAGINE LEARNING, INC.	0005	797099	030	0113	\$787.15
IMAGINE LEARNING, INC.	0005	797099	030	7090	\$199.25
IMAGINE LEARNING, INC.	0005	797203	030	0113	\$986.40
INDUSTRIAL CASTER AND WHEEL	0710	796338	030	0152	\$409.30
INGRAHAM TROPHIES	0145	786446	030	0172	\$1,000.00
INTEGRATED FOOD SERVICE	1910	796633	130	5310	\$8,000.00
INTERNATIONAL STUDENT,TOURS	0725	797239	030	0175	\$1,107.00
ISLAND WATERPARK, THE	0470	797500	080	8210	\$1,387.31
ISLAND WATERPARK, THE	0470	797502	080	8210	\$1,427.29
ISLAND WATERPARK, THE	0535	797309	080	8210	\$809.70
J & R REGISTRATIONS	0670	797121	110	3555	\$505.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	796955	030	0115	\$1,462.73
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0440	796958	030	0115	\$910.14
J W PEPPER & SONS, INC.	0185	796708	030	0125	\$250.00
J W PEPPER & SONS, INC.	0235	788325	030	0125	\$700.00
J. W. PEPPER & SONS, INC.	0421	796707	030	0625	\$385.41
JAMES C. GRAHAM, DBA SMOBBIN559	0755	797073	030	0176	\$1,496.00
JANEL HAAS	0460	797029	030	7090	\$600.00
JANELLE CAREY	0385	796811	030	0110	\$349.00

JASMINE MARISOL NAVARRO	0812	797100	030	0137	\$2,200.00
JENNY BANH	0700	797312	060	3213	\$1,700.00
JENSEN, PATRICK	0875	797484	030	0700	\$89.70
JERICO FIRE PROTECTION	0919	797043	140	6205	\$7,540.00
JESSE MARTINDALE, DBA FRESNO GARDEN COLLECTIVE	0790	797007	060	2600	\$3,641.00
JESSE MARTINDALE, DBA FRESNO GARDEN COLLECTIVE	0790	797011	060	2600	\$3,641.00
JOHN'S INCREDIBLE PIZZA CO.	0020	797437	030	7090	\$4,545.60
JOHN'S INCREDIBLE PIZZA CO.	0575	797063	030	7090	\$852.92
JOHNSON CONTROLS FIRE PROTECTION, LP	0919	788851A	060	8150	\$5,421.45
JOJO'S PARTY RENTALS	0340	796319	080	8210	\$472.30
JONES CLEANING CENTER, INC.	0710	784099	030	0152	\$400.00
JONES SCHOOL SUPPLY CO.	0195	796566	030	7090	\$238.04
JONES SCHOOL SUPPLY CO.	0265	796705	030	7091	\$1,984.53
JORGENSEN AND COMPANY, INC.	1910	796423	060	7032	\$1,000.00
JOSTENS, INC.	0160	796920	030	7090	\$681.45
JUNIOR LIBRARY GUILD	0210	797503	030	0625	\$1,816.01
KAPLAN EARLY LEARNING	0715	796672	120	6105	\$1,231.82
KAPLAN EARLY LEARNING	0765	778377A	120	6053	\$3,276.89
KC PIZZA, INC. DBA MOUNTAIN MIKES PIZZA	0020	789811	080	8210	\$500.00
KENDALL HUNT PUBL. CO.	1748	777700A	060	6300	\$329.36
KERN CO. SUPT. OF SCHOOLS	0810	796970	030	0649	\$195.00
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797436	060	6500	\$101.57
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797440	060	6500	\$101.57
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797442	060	6500	\$101.57
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797445	060	6500	\$101.57
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797448	060	6500	\$105.90
KEYGUARD ASSISTIVE TECHNOLOGY LASERED PICS	0785	797450	060	6500	\$80.98
KIKKU JAPANESE	0617	796817	060	7435	\$3,000.00
KIKKU JAPANESE	0702	785876	060	9075	\$500.00
KIKKU JAPANESE	0730	792068	030	0656	\$400.00
KIKKU JAPANESE	1145	783734	030	0500	\$700.00
KILNERS, INC.	0785	797339	060	6547	\$4,845.06
KINGSBURG HIGH SCHOOL	0055	797241	030	0172	\$450.00
K-LOG, INC.	0215	797344	030	7090	\$2,856.31
K-LOG, INC.	0530	797228	060	6010	\$2,587.78
KNIGHT'S SITE SERVICES, INC.	1920	796146	060	8150	\$266.22
KONA ICE OF CLOVIS, LLC	0095	796953	030	0110	\$750.00
KONA ICE OF CLOVIS, LLC	0270	797488	030	0113	\$400.00
KONA ICE OF CLOVIS, LLC	0385	796802	030	0110	\$2,320.00
KUTA SOFTWARE, LLC	0055	796211	030	0125	\$1,016.00
KUUMBA, LLC	0700	797341	060	3213	\$2,500.00
LA IMPERIAL TAQUERIA	0125	796227	030	0124	\$2,267.48
LA IMPERIAL TAQUERIA	0230	796676	030	0124	\$1,813.98
LA IMPERIAL TAQUERIA	0230	796878	030	0124	\$755.83
LA LIBRERIA	0215	796715	030	7090	\$600.93

LAKESHORE LEARNING MATERIALS	0060	797083	060	2600	\$386.70
LAKESHORE LEARNING MATERIALS	0060	797232	030	0625	\$54.98
LAKESHORE LEARNING MATERIALS	0095	796137	060	6010	\$525.80
LAKESHORE LEARNING MATERIALS	0155	796851	060	6010	\$681.28
LAKESHORE LEARNING MATERIALS	0215	797137	120	6105	\$472.30
LAKESHORE LEARNING MATERIALS	0305	797372	120	6105	\$239.30
LAKESHORE LEARNING MATERIALS	0385	796701	030	0110	\$2,032.91
LAKESHORE LEARNING MATERIALS	0385	797325	120	6105	\$265.74
LAKESHORE LEARNING MATERIALS	0410	796669	120	6105	\$249.43
LAKESHORE LEARNING MATERIALS	0410	797368	120	6105	\$249.58
LAKESHORE LEARNING MATERIALS	0415	797088	120	6105	\$484.75
LAKESHORE LEARNING MATERIALS	0415	797089	120	6105	\$458.62
LAKESHORE LEARNING MATERIALS	0420	797337	030	0113	\$1,186.57
LAKESHORE LEARNING MATERIALS	0420	797337	060	3010	\$209.45
LAKESHORE LEARNING MATERIALS	0422	797396	030	7090	\$8.23
LAKESHORE LEARNING MATERIALS	0422	797396	120	9085	\$500.00
LAKESHORE LEARNING MATERIALS	0480	797547	120	6105	\$162.90
LAKESHORE LEARNING MATERIALS	0530	797327	030	7090	\$71.26
LAKESHORE LEARNING MATERIALS	0553	796370	030	7091	\$3,880.45
LAKESHORE LEARNING MATERIALS	0553	796380	030	0625	\$4,880.60
LAKESHORE LEARNING MATERIALS	0553	796879	030	7090	\$3,009.43
LAKESHORE LEARNING MATERIALS	0617	796258	060	7435	\$508.23
LAKESHORE LEARNING MATERIALS	0765	796179	120	6052	\$2,769.43
LAKESHORE LEARNING MATERIALS	0767	796852	120	6105	\$436.87
LAKESHORE LEARNING MATERIALS	0785	797015	060	6547	\$1,085.71
LAKESHORE LEARNING MATERIALS	0785	797017	060	6547	\$386.01
LAKESHORE LEARNING MATERIALS	0785	797019	060	6547	\$386.01
LAKESHORE LEARNING MATERIALS	0785	797020	060	6547	\$386.01
LAKESHORE LEARNING MATERIALS	0785	797021	060	6547	\$386.01
LAKESHORE LEARNING MATERIALS	0790	757114A	060	2600	\$565.98
LARSON BROTHERS	0055	783890	030	7090	\$500.00
LARSON BROTHERS	0460	796198	030	7090	\$108.35
LAZ KARP ASSOCIATES, LLC	0889	786353	030	0709	\$1,000.00
LEADERSHIP LEGACY CONSULTING, LLC	0852	784980	030	0679	\$5,800.00
LEADERSHIP LEGACY CONSULTING, LLC	0852	784981	030	0679	\$4,300.00
LEARNING A-Z	0490	797417	030	7090	\$1,716.00
LEARNING WITHOUT TEARS	0765	796155	120	6053	\$1,292.94
LEE GRANT INSPECTIONS	1235	796927	140	6205	\$4,320.00
LEGO EDUCATION	0710	796147	030	0152	\$1,156.96
LEON ENVIRONMENTAL SERVICES	1265	796361	060	3213	\$5,575.00
LEARNER PUBLISHING GROUP, INC. DBA LAKEVIEW	0700	796716	060	3213	\$865.86
LEVEL THE PLAYING FIELD	0860	796412	030	0694	\$2,000.00
LIBRARY STORE, THE	0220	797506	030	0625	\$817.95
LIBRARY STORE, THE	0700	797248	060	3213	\$9,146.36
LIBRARY STORE, THE	0700	797340	060	3213	\$4,312.09
LILY'S CAFE	0230	796779	030	0124	\$1,300.00
LILY'S CAFE	0700	784372	030	0606	\$1,000.00

LILY'S CAFE	0702	785881	060	9075	\$2,000.00
LINDSAY ELECTRIC COMPANY	1235	797064	350	0917	\$1,571.07
LINKA CORPORATION	0055	784210	030	0125	\$700.00
LINKA CORPORATION	0335	797524	030	7091	\$400.00
LINKA CORPORATION	0852	788607	030	0679	\$1,000.00
LINKA CORPORATION	0865	791342	030	0602	\$500.00
LITERACY RESOURCES, LLC DBA HEGGERTY PHONEMIC AWARENESS	0617	797097	060	7435	\$414.21
LOVE II LEARN EDUCATIONAL GROUP	0755	797040	030	0176	\$4,150.00
LOWE'S	0055	797520	030	0734	\$1,000.00
LOWE'S	0060	797286	060	2600	\$500.00
LOWE'S	0125	796963	030	7099	\$3,828.00
LOWE'S	0225	796977	060	6010	\$1,500.00
LOWE'S	0235	797285	030	0172	\$500.00
LOWE'S	0421	797468	030	0125	\$250.58
LOWE'S	0505	797367	060	6010	\$250.00
LOWE'S	0567	797452	030	0171	\$600.00
LOWE'S	0710	787738	060	6388	\$57.30
LOWE'S	0710	796665	030	0152	\$285.63
LOWE'S	0710	796666	030	0152	\$205.85
LOWE'S	0710	796668	060	6388	\$557.31
LOWE'S	0710	797287	060	6387	\$3,542.94
LOWE'S	0710	797291	030	0152	\$965.52
LOWE'S	0710	797292	060	6388	\$1,468.70
LOWE'S	0710	797297	030	0152	\$1,851.70
LOWE'S	0710	797301	030	0152	\$2,019.54
LOWE'S	0710	797415	030	0152	\$224.59
LOWE'S	0710	797429	030	0152	\$476.07
LOWE'S	0710	797433	680	0851	\$540.67
LOWE'S	0755	796359	030	0189	\$500.00
LOWE'S	0755	796457	030	0176	\$1,425.89
LOWE'S	0790	796972	060	2600	\$700.00
LOWE'S	0812	796505	030	0137	\$2,500.00
LOWE'S	0897	797434	030	0716	\$64.95
LOWE'S	0930	796048	030	0720	\$732.61
LOWE'S	1400	787468	030	7394	\$1,000.00
M & M SCREEN PRINTING	0260	797195	030	0171	\$186.26
M & M SCREEN PRINTING	0355	796606	030	7091	\$3,900.78
MAD ILLUSTRATORS	0090	796422	030	7091	\$2,308.00
MAD ILLUSTRATORS	0090	796429	080	8210	\$2,866.00
MAD ILLUSTRATORS	0270	797275	030	0172	\$3,000.00
MAD ILLUSTRATORS	0290	796286	030	7090	\$2,420.54
MAD ILLUSTRATORS	0445	797023	030	7090	\$4,757.11
MAD ILLUSTRATORS	0475	796787	030	7090	\$4,150.00
MAD ILLUSTRATORS	0755	796241	030	0189	\$350.00
MAD ILLUSTRATORS	0755	796242	030	0189	\$350.00
MADERA SOUTH HIGH SCHOOL	0335	796659	030	0172	\$200.00

MADERA SOUTH HIGH SCHOOL	0395	796428	030	0172	\$200.00
MAMA MIA PIZZERIA	0225	797255	030	0110	\$1,250.00
MAMA MIA PIZZERIA	0755	786736	030	0189	\$3,000.00
MAMA MIA PIZZERIA	0755	786762	060	2600	\$1,800.00
MAMA MIA PIZZERIA	0755	796261	030	0189	\$200.00
MAMA MIA PIZZERIA	0755	796346	030	0176	\$1,500.00
MAMA MIA PIZZERIA	0755	796948	030	0189	\$125.00
MARIAS TACOS	0230	796893	030	0124	\$950.00
MARJAREE MASON CENTER	0860	797511	030	0694	\$1,750.00
MATTHEW BENDER AND CO., INC.	0880	797354	690	0861	\$906.67
MAW N PAW BBQ	0423	797336	030	7090	\$500.00
MAXIMUS MEDIA, INC.	0055	796432	030	0125	\$1,900.00
MC GRAW-HILL EDUCATION, INC.	0310	792043	060	6500	\$13.24
MC GRAW-HILL EDUCATION, INC.	0710	796206	060	6387	\$1,157.05
MCI/LOS CABOS FOODS	1910	795192	130	5310	\$284.94
MCKESSON MEDICAL-SURGICAL	0421	797184	030	7090	\$1,440.00
MCKESSON MEDICAL-SURGICAL	0710	796371	060	6388	\$975.15
MCKESSON MEDICAL-SURGICAL	0730	796542	060	9017	\$1,081.57
MCMASTER-SUPPLY CO.	0710	796425	060	6388	\$443.11
MCMASTER-SUPPLY CO.	0710	796523	060	6388	\$1,079.23
MEDITERRANEAN GRILL	0100	796390	030	7090	\$500.00
MEDITERRANEAN GRILL	0100	796832	030	0114	\$900.00
MEDITERRANEAN GRILL	0440	792065	030	7090	\$1,200.00
MEDITERRANEAN GRILL	0617	796803	060	7435	\$3,000.00
MEDITERRANEAN GRILL	0730	797062	030	0656	\$1,500.00
MEDITERRANEAN GRILL	0755	786763	060	2600	\$1,800.00
MEDITERRANEAN GRILL	0755	796342	030	0176	\$1,500.00
MEDITERRANEAN GRILL	0850	797028	030	0681	\$500.00
MEDITERRANEAN GRILL	0852	783711	030	0679	\$2,000.00
ME-N-ED'S, INC.	0010	795268	030	0171	\$80.00
ME-N-ED'S, INC.	0155	797059	030	0113	\$285.00
ME-N-ED'S, INC.	0155	797257	030	0113	\$400.00
ME-N-ED'S, INC.	0170	796807	030	0171	\$500.00
ME-N-ED'S, INC.	0235	789144	030	0172	\$300.00
ME-N-ED'S, INC.	0265	796723	030	7090	\$1,500.00
ME-N-ED'S, INC.	0380	791492	030	7090	\$2,000.00
ME-N-ED'S, INC.	0420	792977	030	7090	\$300.00
ME-N-ED'S, INC.	0421	791981	030	0643	\$2,500.00
ME-N-ED'S, INC.	0421	792289	030	7090	\$3,500.00
ME-N-ED'S, INC.	0423	783878	030	7090	\$1,500.00
ME-N-ED'S, INC.	0440	785470	030	7090	\$3,000.00
ME-N-ED'S, INC.	0440	796959	030	0115	\$400.00
ME-N-ED'S, INC.	0450	788324	030	7090	\$800.00
ME-N-ED'S, INC.	0455	785389	030	7090	\$500.00
ME-N-ED'S, INC.	0470	783877	030	7090	\$500.00
ME-N-ED'S, INC.	0475	796820	030	7090	\$500.00
ME-N-ED'S, INC.	0490	793560	080	8210	\$1,000.00

ME-N-ED'S, INC.	0495	796694	030	7090	\$100.00
ME-N-ED'S, INC.	0495	796696	030	7090	\$100.00
ME-N-ED'S, INC.	0505	796891	060	6010	\$500.00
ME-N-ED'S, INC.	0702	796322	060	9075	\$600.00
ME-N-ED'S, INC.	0710	796841	030	0152	\$750.00
ME-N-ED'S, INC.	0755	791314	030	0189	\$250.00
ME-N-ED'S, INC.	0755	796337	030	0176	\$1,000.00
ME-N-ED'S, INC.	0930	797517	030	0720	\$300.00
MERCER CAVERNS	0725	796472	030	0173	\$572.00
METEOR EDUCATION, LLC	0335	797546	030	7091	\$2,630.52
METEOR EDUCATION, LLC	0700	797471	060	3213	\$4,518.68
METEOR EDUCATION, LLC	0812	796269	030	0137	\$1,264.10
MI CAFESITO, LLC	0250	796387	030	0111	\$350.00
MICHAEL D. HARRIS	0812	797497	030	0137	\$1,500.00
MICHAEL'S STORES	0070	796402	060	6010	\$1,000.00
MICHAEL'S STORES	0155	797267	030	0113	\$485.00
MICHAEL'S STORES	0165	796397	060	2600	\$500.00
MICHAEL'S STORES	0200	797505	060	2600	\$600.00
MICHAEL'S STORES	0208	797523	030	0625	\$1,750.00
MICHAEL'S STORES	0220	796367	030	0110	\$200.00
MICHAEL'S STORES	0290	792122	060	6010	\$1,000.00
MICHAEL'S STORES	0370	797363	030	0171	\$2,142.00
MICHAEL'S STORES	0417	792001	060	6010	\$750.00
MICHAEL'S STORES	0460	796658	060	6010	\$1,000.00
MICHAEL'S STORES	0495	796399	060	6010	\$500.00
MICHAEL'S STORES	0550	796353	060	6010	\$500.00
MICHAEL'S STORES	0790	796474	060	2600	\$5,000.00
MICHAEL'S STORES	0790	797198	060	2600	\$635.92
MID VALLEY DISTRIBUTORS	0710	796186	060	6388	\$1,000.00
MIMIS NORTH, LLC	0265	796725	030	7090	\$800.00
MINUTEMAN PRESS	0395	796454	030	7090	\$4,910.96
MINUTEMAN PRESS	0888	796709	030	0143	\$442.51
MOBILE MINI, INC.	1005	776620A	350	0913	\$3,000.00
MOBILE MINI, INC.	1060	796355	060	3213	\$4,362.07
MOBILE MODULAR MGMNT. CORP.	1255	700551	350	0913	\$4,107.24
MONTGOMERY'S AUTOBODY	0919	796295	060	8150	\$3,816.31
MORPHY AWARDS AND SPORTSWEAR	0395	796362	030	0172	\$206.28
MORRISON, PATRICK	0787	796989	060	6500	\$140.00
MOTIS, LLC	1920	796332	030	0734	\$1,007.62
MOUSER ELECTRONICS	0710	796304	060	6388	\$4,925.18
MOVIE LICENSING USA	0095	797289	030	0110	\$550.00
MUSSON THEATRICAL	0185	796674	060	4124	\$638.09
NASCO EDUCATION, LLC	0145	796944	030	7090	\$1,665.95
NASCO EDUCATION, LLC	0145	796954	030	7090	\$1,669.98
NATIONAL FORENSIC LEAGUE	0145	797462	030	7140	\$177.00
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	796843	030	6350	\$1,330.00

NATIONAL RESTAURANT ASSOC.	0710	796850	060	6388	\$300.00
NET POSITIVE CONSULTING ENGINEERS	0235	786201	060	7032	\$1,725.00
NET POSITIVE CONSULTING ENGINEERS	0335	786356	060	7032	\$1,725.00
NET POSITIVE CONSULTING ENGINEERS	0421	786354	060	7032	\$1,725.00
NET POSITIVE CONSULTING ENGINEERS	1105	786357	060	7032	\$1,725.00
NIGHTINGALE RESOLUTIONS	0796	796563	030	0667	\$2,000.00
NORTHSTAR PHOTOGRAPHY	0553	796604	080	8210	\$780.12
NOTORIOUS GRAFIX	0700	796964	030	0144	\$984.90
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0228	796283	030	0644	\$100.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0320	797024	030	0171	\$80.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0320	797025	030	0171	\$80.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0495	796411	060	6010	\$350.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0575	796812	060	6010	\$250.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0575	796813	060	6010	\$250.00
OCCUPATIONAL HEALTH CNTR. OF CA	0925	784185	030	7230	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056860	030	0113	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000056876	030	0113	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000056853	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056081	060	6010	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056873	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056902	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056903	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD000056904	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0025	OD000056872	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0030	OD000055513	030	0115	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000055503	030	0171	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000056887	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056861	030	7090	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000056862	030	7090	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0070	OD000056490	030	0625	\$309.00
ODP BUSINESS SOLUTIONS, LLC	0102	OD000056864	030	2430	\$3,226.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD000056057	060	6010	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD000056874	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000055516	030	0125	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000056156	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056857	030	7090	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000056863	030	7090	\$315.00
ODP BUSINESS SOLUTIONS, LLC	0155	OD000056885	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000056223	060	2600	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0165	OD000056869	060	6500	\$92.76
ODP BUSINESS SOLUTIONS, LLC	0175	OD000056858	030	0110	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD000056881	030	0125	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0195	OD000055747	030	7090	\$2,500.00

ODP BUSINESS SOLUTIONS, LLC	0200	OD000056221	060	2600	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0200	OD000056859	030	0110	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000055928	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056060	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056481	030	0110	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056617	030	7091	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000056890	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0220	OD000056183	030	0625	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD000056141	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD000056875	030	0625	\$570.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056878	030	0125	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000056883	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0295	OD000056850	030	7090	\$1,764.99
ODP BUSINESS SOLUTIONS, LLC	0310	OD000056889	030	0110	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0315	OD000056087	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056841	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000056842	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000056218	060	6010	\$4,630.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000056854	030	0625	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000056897	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000056898	030	0110	\$233.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000056899	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0385	OD000056352	120	6105	\$134.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056851	030	0125	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056852	030	0125	\$222.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056865	030	0125	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000056877	030	0125	\$385.00
ODP BUSINESS SOLUTIONS, LLC	0410	OD000056866	120	6105	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0410	OD000056905	120	6105	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0417	OD000056895	030	0173	\$330.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000055959	060	6010	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0420	OD000056882	030	0113	\$746.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000055654	030	7090	\$1,300.00
ODP BUSINESS SOLUTIONS, LLC	0421	OD000056879	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056154	030	7090	\$49.99
ODP BUSINESS SOLUTIONS, LLC	0423	OD000056856	030	7091	\$868.35
ODP BUSINESS SOLUTIONS, LLC	0430	OD000055787	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD000056315	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000056880	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0455	OD000056689	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056886	030	0110	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056888	060	6500	\$220.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000056893	080	8210	\$364.00
ODP BUSINESS SOLUTIONS, LLC	0465	OD000056266	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000056228	060	6010	\$3,700.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000056901	030	7090	\$1,494.49
ODP BUSINESS SOLUTIONS, LLC	0485	OD000056145	060	6010	\$1,000.00

ODP BUSINESS SOLUTIONS, LLC	0490	OD000056894	030	0110	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0495	OD000056892	680	0851	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0495	OD000056906	680	0851	\$232.17
ODP BUSINESS SOLUTIONS, LLC	0530	OD000056843	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0550	OD000056592	060	6010	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000056891	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000056896	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD000056440	030	0675	\$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000056900	060	3213	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0706	OD000055885	030	0157	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0755	OD000056847	030	0189	\$44.41
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056848	120	9055	\$690.71
ODP BUSINESS SOLUTIONS, LLC	0765	OD000056849	120	9055	\$560.70
ODP BUSINESS SOLUTIONS, LLC	0782	OD000056868	060	6500	\$92.09
ODP BUSINESS SOLUTIONS, LLC	0810	OD000055779	030	0641	\$1,999.00
ODP BUSINESS SOLUTIONS, LLC	0810	OD000056344	030	0640	\$49.99
ODP BUSINESS SOLUTIONS, LLC	0852	OD000055518	030	0679	\$7,000.00
ODP BUSINESS SOLUTIONS, LLC	0880	OD000056871	680	0851	\$400.86
ODP BUSINESS SOLUTIONS, LLC	0930	OD000055590	030	0720	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	1145	OD000049678	350	0913	\$114.14
ODP BUSINESS SOLUTIONS, LLC	1235	OD000056884	030	0500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	1891	OD000056867	030	0716	\$2,793.91
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056844	060	7032	\$1,329.41
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056845	130	5310	\$196.24
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056846	130	5310	\$70.42
ODP BUSINESS SOLUTIONS, LLC	1910	OD000056870	130	5310	\$359.68
ODP BUSINESS SOLUTIONS, LLC	1921	OD000055577	030	0734	\$1,500.00
ONSET COMPUTER CORPORATION	0730	796751	060	9017	\$764.17
OVERDRIVE, INC.	0185	797419	030	0625	\$3,000.00
P & R PAPER SUPPLY CO.	1910	796726	130	5310	\$9,182.66
P & R PAPER SUPPLY CO.	1910	796730	130	5310	\$219.41
PACIFICA PIZZA/OLIVE	0185	784656	030	0171	\$36.00
PANERA BREAD COMPANY	0310	797060	030	0111	\$900.00
PANERA BREAD COMPANY	0430	797057	030	0110	\$1,000.00
PANERA BREAD COMPANY	0617	796801	060	7435	\$3,000.00
PANERA BREAD COMPANY	0617	797039	060	7435	\$3,000.00
PANERA BREAD COMPANY	0702	796321	060	9075	\$3,000.00
PANERA BREAD COMPANY	0895	797318	030	0716	\$400.00
PAR, INC.	0160	797298	060	3010	\$1,000.51
PARAMOUNT PICTURES	0710	796995	030	0152	\$2,805.00
PARSEC EDUCATION, INC.	0702	797106	060	9075	\$615.00
PARSEC EDUCATION, INC.	0852	797001	030	0679	\$615.00
PARTY WORKS, INC./CLOVIS	0430	797053	030	0110	\$1,000.00
PARTY WORKS/BLACKSTONE	0210	796483	030	0172	\$300.00
PARTY WORKS/BLACKSTONE	0210	796968	030	0172	\$150.00
PAT DON OK	0700	797319	060	3213	\$1,700.00
PAUL H. BROOKES PUBLISHING CO.	0765	796719	120	6128	\$1,624.00

PAUL PEARSON, DBA CHEF PAUL'S CAFE	0755	796946	030	0189	\$500.00
PEARSON ASSESSMENTS	0785	796172	060	6547	\$1,321.98
PERFORMANCE HEALTH HOLDINGS, INC.	0395	797237	060	722D	\$1,164.76
PERMA BOUND	0015	796748	030	0625	\$5,646.24
PERMA BOUND	0365	796262	030	0625	\$2,733.89
PERMA BOUND	0700	796240	060	3213	\$9,852.21
PERMA BOUND	0700	796717	060	3213	\$8,337.27
PERMA BOUND	0700	796740	060	3213	\$861.28
PERMA BOUND	0700	796742	060	3213	\$4,058.46
PERMA BOUND	0700	797510	060	3213	\$4,038.74
PERSONNEL CONCEPTS	0880	797218	680	0851	\$4,723.56
PETUNIA'S PLACE	0220	789219	030	0625	\$500.00
PETUNIA'S PLACE	0385	797201	030	0625	\$3,993.58
PETUNIA'S PLACE	0420	797294	030	0113	\$94.00
PETUNIA'S PLACE	0475	796340	030	0624	\$5,000.00
PETUNIA'S PLACE	0700	796154	060	3213	\$3,485.70
PETUNIA'S PLACE	0700	796235	060	3213	\$2,674.86
PETUNIA'S PLACE	0700	796245	060	3213	\$3,760.29
PFLAG, INC.	0810	796855	060	6266	\$2,690.72
PHARMACY TECHNICIAN CERTIFICATION BOARD	0710	796849	060	6388	\$2,960.00
PHI DELTA KAPPA INTERNATIONAL, INC.	0701	797054	060	3213	\$40.00
PILGRIM ARMENIAN CONGREGATION	0701	797042	060	5823	\$4,250.00
PILGRIM ARMENIAN CONGREGATION	0811	797541	030	0130	\$1,800.00
PIONEER ATHLETICS	0145	797399	030	0172	\$3,360.41
PIONERRRX, LLC	0710	797522	060	6388	\$1,999.00
POCKET NURSE MEDICAL SUPPLIES	0710	796142	060	6388	\$3,091.05
POLYMERSHAPES, LLC	0335	796729	030	7090	\$5,695.33
PORT WILLIAM ACADEMY, LLC	0335	796743	030	7090	\$528.21
POSITIVE DISCIPLINE ASSOCIATION	0227	797109	060	5634	\$1,089.00
POSITIVE PROMOTIONS, INC.	0290	796282	030	0111	\$1,798.30
POSITIVE PROMOTIONS, INC.	0385	796698	030	7090	\$3,923.81
POSITIVE PROMOTIONS, INC.	0730	796800	030	0656	\$312.49
PRINT THEORY	0235	796660	030	7090	\$440.37
PRINT THEORY	0235	797527	030	0123	\$600.00
PRINT THEORY	1235	796421	030	0500	\$3,100.00
PRO SOCCER, INC.	0055	796653	030	0172	\$299.59
PROFESSIONALS IN WORKERS' COMP.	0880	797221	690	0861	\$125.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0565	796983	030	7099	\$2,206.47
PRO-SCREEN, INC. SIGNS & GRAPHICS	1785	796118	060	3010	\$184.24
PS PRODUCTIONS	0755	796226	030	0189	\$1,500.00
QUIZZZ, INC.	0105	796916	030	0625	\$2,875.00
R/G AWARD SYSTEMS	0385	796413	030	0172	\$2,535.12
RA AUTOMOTIVE SOFTWARE SOLUTIONS, INC.	0925	797460	030	0188	\$1,004.00
RA AUTOMOTIVE SOFTWARE SOLUTIONS, INC.	0925	797461	030	0188	\$814.79
RAUL MORENO, DBA M AND R CATERING	0480	796830	030	7090	\$2,000.00
READING RECOVERY COUNCIL OF NORTH AMERICA	0617	797269	060	7435	\$7,830.00
REAL VOLLEYBALL, LLC	0055	796979A	030	0172	\$754.23

RED CARPET	0710	796085	030	0152	\$6.00
REDWOOD HIGH	0395	796679	030	0172	\$250.00
REDWOOD REGION SOUTHERN VALLEY	0145	797074	030	7140	\$253.00
REFRIGERATION SUPP. DIST.	1910	796045	060	7032	\$3,066.21
REFRIGERATION SUPP. DIST.	1910	796908	130	5310	\$2,730.42
REGAL CINEMEDIA CORP.	0035	797075	030	7090	\$735.00
REGENTS OF THE U.C. SANTA CRUZ	0700	796473	030	0144	\$622.06
REGENTS OF THE U.C. SANTA CRUZ	0700	797342	030	0144	\$633.50
REGENTS OF THE U.C. SANTA CRUZ	0706	797077	030	0157	\$1,202.83
REPTILE RON ANIMAL PRESENTATIONS	0175	796835	060	6010	\$1,050.00
REPTILE RON ANIMAL PRESENTATIONS	0210	797538	060	6010	\$600.00
RGB SYSTEMS, INC.	0919	797465	060	8150	\$2,500.00
RICOH USA, INC.	0208	RL00009557	030	7090	\$357.00
RICOH USA, INC.	0235	RL00009314	030	7090	\$2,724.82
ROOSEVELT SCHOOL OF THE	0070	797490	080	8210	\$100.00
ROOSEVELT SCHOOL OF THE	0440	796871	030	0115	\$75.00
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0120	791194A	030	0643	\$1,998.97
RTS SOLUTIONZ, INC. DBA SOLUTIONZ	0552	788973A	030	7090	\$382.54
RUSH ADVERTISING	0005	796642	030	0171	\$1,642.00
RUSH ADVERTISING	0355	796710	030	7090	\$3,667.65
RUSH ADVERTISING	0567	796351	030	7090	\$1,600.00
RUSH ADVERTISING	0919	787078	060	8150	\$500.00
SACRAMENTO CO. OFFICE OF ED.	0145	797079	030	7140	\$105.00
SAFEGUARD BUSINESS SYSTEMS	0430	797451	080	8210	\$447.69
SAGE PUBLICATIONS, INC.	0758	797310	060	6266	\$1,909.24
SALEM ENGINEERING GROUP, INC.	0920	796934	060	3213	\$6,876.00
SALEM ENGINEERING GROUP, INC.	0920	796935	060	3213	\$4,969.00
SALEM ENGINEERING GROUP, INC.	0920	797271	060	3213	\$4,845.00
SALEM ENGINEERING GROUP, INC.	0920	797272	060	3213	\$3,286.00
SALEM ENGINEERING GROUP, INC.	1035	787053	060	3213	\$2,970.00
SALEM ENGINEERING GROUP, INC.	1100	786753	060	3213	\$2,017.00
SALEM ENGINEERING GROUP, INC.	1100	797171	060	3213	\$2,314.00
SALEM ENGINEERING GROUP, INC.	1105	786755	060	3213	\$2,017.00
SALEM ENGINEERING GROUP, INC.	1170	796650	060	3213	\$2,017.00
SALEM ENGINEERING GROUP, INC.	1440	796644	060	3213	\$2,394.00
SALEM ENGINEERING GROUP, INC.	1445	796648	060	3213	\$2,314.00
SALEM ENGINEERING GROUP, INC.	1455	796649	060	3213	\$2,314.00
SAMCO FREEZER WEAR	1910	789098	130	5310	\$199.19
SAN DIEGO CO. OFFICE OF ED.	0701	797300	060	3213	\$1,600.00
SAN DIEGO STATE UNIVERSITY	0702	792156A	060	3010	\$2,250.00
SAN JOAQUIN RIVER PARKWAY	0440	796814	030	0115	\$1,725.00
SAN JOAQUIN RIVER PARKWAY	0725	796347	030	0173	\$1,000.00
SANGER HIGH SCHOOL	0145	797112	030	0172	\$300.00
SANGER HIGH SCHOOL	0421	796583	030	0172	\$300.00
SAROYAN LUMBER CO, INC.	0710	796574	060	6388	\$5,000.00
SAVVAS LEARNING COMPANY, LLC	0710	796264	060	6388	\$5,017.31
SCHOLASTIC BOOK CLUBS	0035	797314	030	0625	\$2,000.67

SCHOLASTIC BOOK FAIRS, INC.	0015	796792	030	0624	\$2,609.37
SCHOLASTIC BOOK FAIRS, INC.	0035	793825	030	0624	\$2,814.91
SCHOLASTIC BOOK FAIRS, INC.	0165	791680	030	0624	\$3,698.91
SCHOLASTIC BOOK FAIRS, INC.	0285	797182	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0295	796415	030	0624	\$2,969.78
SCHOLASTIC BOOK FAIRS, INC.	0305	789652	030	0624	\$4,986.16
SCHOLASTIC BOOK FAIRS, INC.	0315	792755	080	8210	\$2,258.09
SCHOLASTIC BOOK FAIRS, INC.	0370	797223	030	0624	\$4,542.07
SCHOLASTIC BOOK FAIRS, INC.	0380	792688	030	0624	\$1,938.61
SCHOLASTIC BOOK FAIRS, INC.	0430	789781A	030	0624	\$6,829.98
SCHOLASTIC BOOK FAIRS, INC.	0460	797353	030	0624	\$3,023.51
SCHOLASTIC BOOK FAIRS, INC.	0535	791539	080	8210	\$3,264.36
SCHOLASTIC, INC.	0530	796200	030	7099	\$637.50
SCHOLASTIC, INC.	0700	796180	060	7435	\$1,874.68
SCHOLASTIC, INC.	0700	796805	060	7435	\$212.23
SCHOLASTIC, INC.	0700	796823	060	7435	\$1,202.63
SCHOLASTIC, INC.	0700	796826	060	7435	\$707.43
SCHOLASTIC, INC.	0700	796831	060	7435	\$1,273.37
SCHOLASTIC, INC.	0700	796840	060	7435	\$1,697.83
SCHOLASTIC, INC.	0700	797542	060	3213	\$2,420.69
SCHOLASTIC, INC.	0755	796267	060	7435	\$7,920.09
SCHOLASTIC, INC.	0765	796922	120	6052	\$240.18
SCHOLASTIC, INC.	0765	796950	120	6052	\$1,503.69
SCHOLASTIC, INC.	0765	796973	120	6052	\$268.78
SCHOLASTIC, INC.	0765	796978	120	6052	\$329.31
SCHOLASTIC, INC.	0765	796980	120	6052	\$470.52
SCHOLASTIC, INC.	0765	796987	120	6052	\$802.48
SCHOLASTIC, INC.	0765	796992	120	6052	\$747.91
SCHOLASTIC, INC.	0796	788097	030	0667	\$179.93
SCHOLASTIC LIBRARY PUBLISHING	0145	797345	030	0625	\$154.81
SCHOLASTIC MAGAZINE	0055	796312	030	0625	\$177.87
SCHOLASTIC MAGAZINE	0188	797421	060	3010	\$520.41
SCHOLASTIC MAGAZINE	0480	797431	060	3010	\$1,618.08
SCHOLASTIC MAGAZINE	0580	796398	060	3010	\$5,927.62
SCHOOL FACILITY CONSULTANTS	0905	788746D	350	0913	\$2,771.25
SCHOOL FACILITY CONSULTANTS	0905	788746D	350	0916	\$333.75
SCHOOL FACILITY CONSULTANTS	0905	788746D	350	0917	\$496.25
SCHOOL FACILITY CONSULTANTS	0905	788746D	400	0915	\$561.25
SCHOOL FACILITY CONSULTANTS	0905	788746E	350	0913	\$682.50
SCHOOL FACILITY CONSULTANTS	0905	788746E	350	0917	\$1,808.75
SCHOOL FACILITY CONSULTANTS	0905	788746E	400	0915	\$426.25
SCHOOL HEALTH CORPORATION	0710	797351	060	6388	\$3,859.84
SCHOOL HEALTH CORPORATION	0785	794946	060	6547	\$12.95
SCHOOL HEALTH CORPORATION	0785	794949	060	6547	\$12.95
SCHOOL HEALTH CORPORATION	0785	797438	060	6547	\$137.62
SCHOOL HEALTH CORPORATION	0785	797444	060	6547	\$290.46
SCHOOL HEALTH CORPORATION	0785	797455	060	6547	\$290.46

SCHOOL HEALTH CORPORATION	0785	797456	060	6547	\$201.72
SCHOOL HEALTH CORPORATION	0785	797458	060	6547	\$210.34
SCHOOL HEALTH CORPORATION	0785	797459	060	6547	\$218.13
SCHOOL NEWSPAPERS ONLINE	0055	796903	030	0125	\$475.00
SCHOOL NEWSPAPERS ONLINE	0145	796774	030	7090	\$450.00
SCHOOL OUTFITTERS	0575	796586	030	0625	\$440.45
SCHOOL OUTFITTERS	0575	796693	060	3010	\$5,496.65
SCHOOL OUTFITTERS	0700	797230	060	3213	\$5,127.39
SCHOOL SERVICES OF CALIF. INC.	0890	796498	030	0708	\$885.00
SCHOOL SERVICES OF CALIF. INC.	0890	796962	030	0708	\$585.00
SCHOOL SPECIALTY, LLC	0220	797393	030	7090	\$61.05
SCHOOL SPECIALTY, LLC	0295	796594	030	7090	\$2,656.37
SCHOOL SPECIALTY, LLC	0335	796860	060	6500	\$500.00
SCHOOL SPECIALTY, LLC	0565	797143	030	7090	\$1,386.59
SCHOOL SPECIALTY, LLC	0700	796557	060	3213	\$1,583.46
SCHOOL SPECIALTY, LLC	0700	797158	060	3213	\$2,695.21
SCHOOL SPECIALTY, LLC	0700	797566	060	3213	\$7,784.29
SCHOOL SPECIALTY, LLC	0785	796848	060	6500	\$194.70
SCHOOL SPECIALTY, LLC	0790	776820	060	2600	\$260.71
SCHOOL SPECIALTY, LLC	1891	796888	030	0716	\$9,093.92
SCHOOL YARD RAP	0105	797279	030	7090	\$1,050.00
SCHOOL YARD RAP	0170	797243	030	7090	\$1,400.00
SCHOOL YARD RAP	0700	797315	060	3213	\$1,700.00
SHERWIN-WILLIAMS CO.	0395	793820	030	0172	\$1,000.00
SHIFFLER EQUIPMENT SALES, INC.	0919	796945	140	6205	\$5,910.28
SI SWUN	0385	797154	030	7090	\$3,914.36
SIDEWAYS FIVE	0335	797151	030	0172	\$900.00
SIERRA SCHOOL EQUIPMENT CO.	0495	797548	680	0851	\$4,534.45
SIGNATURE FUNDRAISING, INC.	0355	789428	080	8210	\$4,606.40
SIGNATURE FUNDRAISING, INC.	0550	796532	080	8210	\$100.00
SILK SCREENING SUPPLIES.COM	0790	796595	060	2600	\$551.88
SITEONE LANDSCAPE SUPPLY	0919	796377	030	0188	\$1,844.02
SITEONE LANDSCAPE SUPPLY	1920	796181	030	0734	\$2,326.05
SNO CAFE	0705	792617	110	6391	\$1,100.00
SOCCER EXPRESS	0185	796314	030	0172	\$650.10
SOCCER EXPRESS	0185	796609	030	0172	\$263.79
SOTO CO RENTAL, LLC	0421	797498	030	7090	\$750.00
SOUND CONTRACTING, INC.	0020	797333	030	7091	\$6,054.30
SOUTH VALLEY WINTER ARTS ASSOCIATION	0790	796451	060	4124	\$1,250.00
SOUTHEAST FRESNO COMMUNITY	0860	797509	030	0694	\$1,500.00
ST. PAUL ARMENIAN CHURCH	0852	796363	030	0679	\$2,668.00
STAR AUTISM SUPPORT, INC.	0785	796158	060	6547	\$1,808.39
STAR AUTISM SUPPORT, INC.	0785	796167	060	6547	\$329.01
STAR AUTISM SUPPORT, INC.	0785	796199	060	6547	\$1,489.68
STATE ARCHITECT, DIVISION OF	0886	797476	060	3213	\$6,900.00
STATE ARCHITECT, DIVISION OF	1035	797168	350	0913	\$500.00
STATE CENTER COMMUNITY COLLEGE DIST.	0860	796895	030	0694	\$500.00

STATE CENTER COMMUNITY COLLEGE DIST.	0860	796932	030	0694	\$2,500.00
STORYLAND AND PLAYLAND, INC.	0725	796842	030	0173	\$275.00
STORYLAND AND PLAYLAND, INC.	0725	797494	030	0173	\$40.00
STRATEGIC MECHANICAL, INC.	0880	797049	680	0851	\$2,940.00
STUDIES WEEKLY, INC.	0430	797296	030	7090	\$2,909.78
SUMMIT K12 HOLDINGS, INC.	0758	796160	030	7091	\$995.00
SUMMIT K12 HOLDINGS, INC.	0758	796213	030	7091	\$2,553.22
SUNNYSIDE COUNTRY CLUB	1055	796279	030	0500	\$1,569.96
SUNNYSIDE DANCEWEAR	1400	791635	030	7394	\$2,500.00
SUNNYSIDE DONUTS	0417	788222	030	0643	\$460.00
SUNNYSIDE DONUTS	0423	785446	030	7090	\$1,700.00
SUNNYSIDE DONUTS	0435	796654	030	7090	\$500.00
SUNNYSIDE DONUTS	0455	785296	030	0115	\$130.00
SUNNYSIDE DONUTS	0460	797026	080	8210	\$150.00
SUNNYSIDE DONUTS	0460	797027	080	8210	\$100.00
SUNNYSIDE TROPHY, INC.	0055	796961	030	7090	\$800.00
SUNNYSIDE TROPHY, INC.	0460	793965	030	7090	\$397.94
SUNSET LANDSCAPES, INC.	0919	797128	060	9046	\$3,564.00
SUPER DUPER PUBLICATIONS	0785	797356	060	6500	\$110.41
SVFL	0055	796741	030	0125	\$66.00
SVFL	0055	796795	030	0125	\$203.00
SWRCB ACCOUNTING OFFICE	1005	796641	350	0913	\$795.52
SWRCB ACCOUNTING OFFICE	1145	796643	350	0912	\$649.40
SYSCO OF CENTRAL CALIFORNIA	1910	795578	130	5310	\$2.48
SYSCO OF CENTRAL CALIFORNIA	1910	796621	130	5310	\$779.76
SYSCO OF CENTRAL CALIFORNIA	1910	797104	130	5310	\$1,707.60
SYSCO OF CENTRAL CALIFORNIA	1910	797110	130	5310	\$1,449.72
TACOS MARQUITOS, INC.	0020	789140	030	7091	\$1,000.00
TACOS MARQUITOS, INC.	0380	797392	030	7090	\$1,000.00
TALK HIRING, INC.	0710	796203	030	0152	\$5,000.00
TEACHER DIRECT	0155	797207	030	0113	\$887.87
TECH, MUSEUM OF INNOVATION	0710	797539	060	6387	\$50.00
TECH, MUSEUM OF INNOVATION	0725	796845	030	0173	\$630.00
TECHNICON ENGINEERING SVS.	0920	797266	060	3213	\$4,522.00
TECHNICON ENGINEERING SVS.	0920	797268	060	3213	\$2,042.00
TECHNICON ENGINEERING SVS.	0920	797270	060	3213	\$4,522.00
TERESA MATHIAS, DBA THE ARTIST IN ME	0495	797189	030	0111	\$1,290.00
TEXTBOOK WAREHOUSE, LLC	0055	796178	060	3010	\$1,846.93
THE ART OF EDUCATION, LLC	0235	797205	060	3010	\$974.04
THE BASIX	0055	796965	030	7090	\$673.10
THE COSTUMER	0185	796165	030	0125	\$938.29
THE LUSTIG GROUP	0702	796555	060	3213	\$7,500.60
THE PAINTED TABLE	0850	796272	030	0681	\$1,000.00
THE PALOMINO EVENT CENTER	0227	797190	030	0649	\$2,125.00
THE PALOMINO EVENT CENTER	0227	797558	060	5634	\$2,125.00
THE POSITIVITY PROJECT, LLC	0420	797256	030	7090	\$3,795.00
THE WYRICK BOOK CO.	0385	796536	030	0625	\$3,640.44

THE WYRICK BOOK CO.	0700	796244	060	3213	\$2,418.96
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0495	774276A	030	7090	\$2,000.12
THERAPRO, INC.	0785	796151	060	6500	\$643.82
THOMSON REUTERS-WEST PAYMENT	0810	797253	030	0640	\$277.38
THUNDER INFLATABLES, INC.	0385	797485	030	0110	\$560.00
THUNDER INFLATABLES, INC.	0417	796504	030	0115	\$654.00
THUNDER INFLATABLES, INC.	0575	796937	030	7090	\$3,686.12
TOM LITTLE INSPECTIONS	1380	775407	060	3213	\$5,000.00
TRIMAX MOWING SYSTEMS	0919	797535	060	9046	\$4,047.15
TUCS EQUIPMENT, INC.	1910	789641	130	5310	\$5,000.00
TUXEDO WHOLESALER	0235	796791	030	7090	\$2,690.02
TY ALLAN JACKSON, LLC	0700	797313	060	3213	\$3,000.00
TYPING.COM, LLC DBA EDUTYPING	0230	784765A	030	7091	\$1,350.00
TYSON FOODS, INC.	1910	796495	130	5310	\$9,051.20
UC MERCED	0706	797280	030	0606	\$538.75
UC MERCED	0706	797282	030	0606	\$581.85
UC REGENTS DAVIS	0706	797283	030	0606	\$1,394.25
UC REGENTS DAVIS	0706	797284	030	0606	\$808.67
ULINE	0235	797543	030	7090	\$4,885.67
ULINE	0320	796508	680	0851	\$237.48
ULINE	0700	796577	030	0606	\$1,517.09
ULINE	0710	796345	060	6388	\$5,830.35
ULINE	1150	787451	350	0913	\$80.00
UNCLE HARRY'S, INC. DBA UNCLE HARRY'S NEW YORK BAGELRY AND COFFEEHOUSE	0865	788223	030	0602	\$500.00
UNIGLOBE TRAVEL	0130	795386	030	7090	\$185.84
UNIGLOBE TRAVEL	0241	797118	060	3010	\$3,106.00
UNIGLOBE TRAVEL	0412	796907	060	4035	\$2,727.00
UNIGLOBE TRAVEL	0423	796610	030	7091	\$1,500.00
UNIGLOBE TRAVEL	0700	797117	060	7810	\$650.00
UNIGLOBE TRAVEL	0700	797119	060	7810	\$1,517.11
UNIGLOBE TRAVEL	0701	797125	060	3213	\$790.33
UNIGLOBE TRAVEL	0730	796352	060	9017	\$765.00
UNIGLOBE TRAVEL	0730	796783	030	0657	\$8,000.00
UNIGLOBE TRAVEL	0758	796599	030	7091	\$8,335.03
UNIGLOBE TRAVEL	0765	797003	120	6053	\$385.00
UNIGLOBE TRAVEL	0765	797009	120	6053	\$385.00
UNIGLOBE TRAVEL	0765	797010	120	6053	\$385.00
UNIGLOBE TRAVEL	0785	796967	060	6266	\$300.00
UNIGLOBE TRAVEL	0795	796902	060	3010	\$357.50
UNIGLOBE TRAVEL	0864	797050	030	0695	\$238.00
UNIGLOBE TRAVEL	1795	796906	060	3182	\$940.20
UNITED REFRIGERATION, INC.	1910	796141	060	7032	\$4,447.77
UNITED REFRIGERATION, INC.	1910	796187	060	7032	\$2,949.51
UNITED SKATES OF AMERICA, INC.	0215	797216	030	7090	\$858.00
UNIVERSAL ATHLETIC, LLC DBA GAME ONE	0055	796981	030	0172	\$1,602.86

URBAN SUNSHINE 10, INC. DBA JACKS URBAN EATS #10	0701	796799	030	0606	\$4,000.00
VALLARTA FOOD ENTERPRISES	0005	793410	030	7090	\$87.00
VALLARTA FOOD ENTERPRISES	0005	796552	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	796562	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	796573	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	796576	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	796581	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0005	796657	030	0111	\$500.00
VALLARTA FOOD ENTERPRISES	0025	796737	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0025	796839	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0070	796511	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0075	796548	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0075	796781	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0090	796424	080	8210	\$250.00
VALLARTA FOOD ENTERPRISES	0100	796655	060	6010	\$117.00
VALLARTA FOOD ENTERPRISES	0100	796656	060	6010	\$41.00
VALLARTA FOOD ENTERPRISES	0100	797305	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0100	797530	060	6010	\$109.00
VALLARTA FOOD ENTERPRISES	0105	796436	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0105	797129	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0135	796889	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0135	796890	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0135	796936	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0145	796228	030	7090	\$600.00
VALLARTA FOOD ENTERPRISES	0145	797150	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0155	796205	030	0113	\$185.00
VALLARTA FOOD ENTERPRISES	0160	796796	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0170	796778	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0170	797534	060	6010	\$600.00
VALLARTA FOOD ENTERPRISES	0195	797148	030	0643	\$486.00
VALLARTA FOOD ENTERPRISES	0210	796466	030	7091	\$250.00
VALLARTA FOOD ENTERPRISES	0215	796481	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	796482	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0220	797528	030	7091	\$100.00
VALLARTA FOOD ENTERPRISES	0225	796479	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0228	797443	030	0644	\$150.00
VALLARTA FOOD ENTERPRISES	0230	797514	030	0171	\$200.00
VALLARTA FOOD ENTERPRISES	0235	797139	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0260	797390	030	0171	\$150.00
VALLARTA FOOD ENTERPRISES	0265	796727	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0265	797516	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0270	797263	030	0113	\$100.00
VALLARTA FOOD ENTERPRISES	0305	796527	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0310	797142	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0335	796225	030	7090	\$700.00
VALLARTA FOOD ENTERPRISES	0335	796549	030	7090	\$300.00

VALLARTA FOOD ENTERPRISES	0335	796550	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0335	797525	030	7091	\$1,000.00
VALLARTA FOOD ENTERPRISES	0355	796470	030	7091	\$250.00
VALLARTA FOOD ENTERPRISES	0370	796861	030	0172	\$200.00
VALLARTA FOOD ENTERPRISES	0370	796947	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0380	797389	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0395	796789	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0395	797302	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0410	797439	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0410	797441	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0417	797149	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0421	796382	030	0643	\$700.00
VALLARTA FOOD ENTERPRISES	0421	796468	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0421	797141	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0430	797144	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0430	797145	030	0110	\$250.00
VALLARTA FOOD ENTERPRISES	0430	797147	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0440	796790	030	0115	\$300.00
VALLARTA FOOD ENTERPRISES	0440	796942	030	0115	\$100.00
VALLARTA FOOD ENTERPRISES	0440	796943	030	0115	\$150.00
VALLARTA FOOD ENTERPRISES	0445	796467	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0470	796864	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0470	796866	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0470	797204	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0485	796938	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	796939	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0485	796940	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0510	797306	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0553	796836	030	7091	\$50.00
VALLARTA FOOD ENTERPRISES	0553	796837	030	7091	\$50.00
VALLARTA FOOD ENTERPRISES	0553	796838	030	7091	\$50.00
VALLARTA FOOD ENTERPRISES	0553	797131	030	7091	\$50.00
VALLARTA FOOD ENTERPRISES	0553	797304	030	0133	\$200.00
VALLARTA FOOD ENTERPRISES	0567	796584	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0575	797533	060	6010	\$300.00
VALLARTA FOOD ENTERPRISES	0601	796793	030	0500	\$300.00
VALLARTA FOOD ENTERPRISES	0700	797138	030	0606	\$500.00
VALLARTA FOOD ENTERPRISES	0701	796469	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0701	796794	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0701	797261	030	0606	\$350.00
VALLARTA FOOD ENTERPRISES	0702	796221	060	9075	\$400.00
VALLARTA FOOD ENTERPRISES	0727	796315	030	0169	\$200.00
VALLARTA FOOD ENTERPRISES	0727	797513	030	0168	\$600.00
VALLARTA FOOD ENTERPRISES	0785	796285	060	6510	\$250.00
VALLARTA FOOD ENTERPRISES	0787	796288	060	6547	\$100.00
VALLARTA FOOD ENTERPRISES	0790	796372	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0790	796510	060	2600	\$800.00

VALLARTA FOOD ENTERPRISES	0790	796788	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0790	797206	060	2600	\$800.00
VALLARTA FOOD ENTERPRISES	0796	796749	030	0667	\$150.00
VALLARTA FOOD ENTERPRISES	0796	797515	030	0667	\$150.00
VALLARTA FOOD ENTERPRISES	0812	796284	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796289	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796290	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796291	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796292	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796293	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796294	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0812	796299	030	0137	\$500.00
VALLARTA FOOD ENTERPRISES	0885	796720	030	0143	\$250.00
VALLARTA FOOD ENTERPRISES	0885	796721	030	0143	\$250.00
VALLARTA FOOD ENTERPRISES	0885	796722	030	0143	\$250.00
VALLARTA FOOD ENTERPRISES	1235	796941	030	0500	\$200.00
VALLEY IRON, INC.	0710	796171	060	6388	\$122.04
VALLEY IRON, INC.	0710	796296	060	6388	\$3,373.96
VALLEY LIBRARY BINDERY	0145	796204	030	7090	\$2,928.25
VARITRONICS, LLC	0010	797531	030	0625	\$9,058.47
VARITRONICS, LLC	0075	796652	030	7090	\$297.94
VARITRONICS, LLC	0130	789434A	030	7090	\$2,540.24
VARITRONICS, LLC	0255	793816A	030	0625	\$785.52
VARITRONICS, LLC	0295	796692	030	7090	\$1,264.36
VENTURA RODRIGUEZ, FLORENCIA	0875	797220	030	0700	\$38.00
VENTURA TV, INC.	0200	797377	030	7090	\$724.86
VENTURA TV, INC.	0421	797370	030	7090	\$1,560.24
VERNIER SOFTWARE & TECHNOLOGY, INC. DBA VERNIER SCIENCE EDUCATION	0055	796378A	030	0125	\$1,142.62
VERNIER SOFTWARE & TECHNOLOGY, INC. DBA VERNIER SCIENCE EDUCATION	0235	797464	030	0125	\$517.00
VEX ROBOTICS	0885	796909	030	0143	\$1,357.10
VINCENT COMMUNICATIONS, INC.	0260	797090	030	0172	\$243.79
VINCENT COMMUNICATIONS, INC.	0290	797469	030	0113	\$39.00
VINCENT COMMUNICATIONS, INC.	0575	796923	030	7090	\$492.94
VINCENT COMMUNICATIONS, INC.	0700	797549	060	3213	\$389.95
VISTA HIGHER LEARNING, INC.	0758	797299	060	4203	\$2,239.42
WARDS NATURAL SCIENCE, INC.	0130	796195	030	0125	\$554.15
WARDS NATURAL SCIENCE, INC.	0230	786185	030	7091	\$18.59
WARDS NATURAL SCIENCE, INC.	0230	797521	030	7091	\$100.00
WARDS NATURAL SCIENCE, INC.	0335	797065	030	0125	\$1,053.47
WARDS NATURAL SCIENCE, INC.	0710	796139	060	6388	\$1,002.93
WB STUDIO ENTERPRISES, INC.	0710	796236	060	6388	\$1,920.00
WECO SUPPLY CO.	0055	783677	030	0171	\$1,500.00
WECO SUPPLY CO.	0100	795561	030	7090	\$200.00
WECO SUPPLY CO.	0230	796868	030	0172	\$100.00
WESTWOODS BBQ & SPICE CO.	0355	797254	030	0113	\$2,519.00

WESTWOODS BBQ & SPICE CO.	0423	794185	030	7090	\$300.00
WHEELOCK, JULIE	0787	796990	030	0146	\$156.23
WHEELOCK, JULIE	0787	796991	060	6500	\$240.00
WHITIES PET SHOP	0055	796985	030	0125	\$200.00
WILD WATER ADVENTURES	0325	796671	080	8210	\$2,107.73
WILD WATER ADVENTURES	0490	796419	080	8210	\$829.93
WINSUPPLY	0919	796766	060	8150	\$8,472.97
WOODSHED	0710	796333	060	6388	\$3,998.12
WORLD FOOTBAG, INC.	0395	796514	030	0125	\$314.55
WORLD'S FINEST CHOCOLATE	0460	796810	080	8210	\$4,428.00
WORLD'S FINEST CHOCOLATE	0567	797052	080	8210	\$8,881.00
WT. COX SUBSCRIPTIONS, INC.	0710	797262	030	0152	\$80.85
YELLOW DOG SIGNS & GRAPHICS	0580	797277	030	7090	\$910.14
YELLOW DOG SIGNS & GRAPHICS	0700	796828	030	0606	\$2,760.76
YELLOW DOG SIGNS & GRAPHICS	1145	797016	350	0917	\$4,057.32

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
	Academy for Civil & Entrepreneurial Leadership	0165	Forkner Elementary
0002		0170	Fort Miller Middle
0005	Addams Elementary	0175	Fremont Elementary
0010	Ahwahnee Middle School	0176	Fresno Adventist
0012	Charter School	0181	Fresno City College
0015	Anthony Elementary	0185	Fresno High School
0020	Ayer Elementary	0188	Fulton
0025	Aynesworth Elementary	0190	GATE Office
0030	Baird Middle	0195	Manchester GATE Elementary
0035	Balderas Elementary	0200	Gibson Elementary
0040	Bethune Elementary	0205	Ginsburg
0045	Birney Elementary	0208	Hamilton
0055	Bullard High School	0210	Heaton Elementary
0060	Bullard Talent K-8	0215	Hidalgo Elementary
0070	Burroughs Elementary	0220	Holland Elementary
0075	Calwa Elementary	0225	Homan Elementary
0077	Dewolf West	0227	Homeless
0080	Carver K-8	0228	Suicide Prevention
0089	Cesar Chavez	0230	Cambridge
0090	Centennial Elementary	0235	Hoover High School
0095	Columbia Elementary	0237	Adult Transition Program on Fairmont
0098	Comm-Phoenix Elementary	0240	JE Young Independent Study
0100	Computech	0241	JE Young eLearn Academy
0102	Phoenix Secondary	0250	Jackson Elementary
0105	Cooper Middle School	0255	Jefferson Elementary
0110	Dailey Elementary	0257	Kepler Charter
0120	Del Mar Elementary	0260	King Elementary
0123	Design Science High School	0265	Kings Canyon Middle School
0125	Dewolf High School	0270	Kirk Elementary
0127	Phillip J Patino School of Entrepreneurship	0285	Kratt Elementary
0130	Duncan Polytechnical	0290	Lane Elementary
0135	Easterby Elementary	0295	Lawless Elementary
0140	Eaton Elementary	0302	Professional Learning
0145	Edison High School	0305	Leavenworth Elementary
0150	Ericson Elementary	0310	Lincoln Elementary
0155	Ewing Elementary	0315	Lowell Elementary
0160	Figarden Elementary	0320	Malloch Elementary

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0330	McCardle Elementary	0495	Wishon Elementary
0335	McLane High School	0500	Wolters Elementary
0340	Muir Elementary	0503	Carter C. Woodson Public Charter
0355	Norseman Elementary	0504	504 Coordinator
0361	Our Lady Of Victory	0505	Yosemite Middle School
0365	Powers Elementary	0510	Greenberg Elementary
0370	Pyle Elementary	0530	Olmos Elementary
0380	Robinson Elementary	0535	Bakman Elementary
0385	Roeding Elementary	0550	Williams Elementary
0395	Roosevelt High School	0552	Rata
0396	Roosevelt PACE	0553	Addicott
0400	Roosevelt School of the Arts	0554	Southeast Elementary
0410	Rowell Elementary	0560	Site M-Orange/Butler
0412	San Joaquin	0565	Yokomi Elementary
0415	Scandinavian Middle School	0567	Vang Pao Elementary
0417	Sequoia Middle School	0575	Gaston B Rutherford Middle School
0420	Slater Elementary	0580	Juan Felipe Herrera Elementary
0421	Sunnyside High School	0601	Instructional Division - Academic Office
0422	Starr Elementary	0615	Middle School
0423	Terronez Middle School	0616	Elementary Division Area HL
0426	Creative Alternatives	0617	School Leadership
0428	St Anthony	0618	Elementary Division Area EG
0429	St Helens	0619	Alternative Education
0430	Storey Elementary	0655	Instructional Leadership
0435	Sunset Elementary	0660	High School Administration
0440	Tehipite Middle School	0661	Special Projects
0445	Tenaya Middle School	0663	District & School Accountability
0450	Thomas Elementary	0664	Security Office
0455	Tioga Middle School	0670	Vocational Ed-Adult Education
0460	Turner Elementary	0674	GED Testing-Adult Education
0462	Valley Preparatory Academy Charter	0675	ESL-Adult Education
0463	Valley Arts and Science Academy	0676	Parent Education-Adult Education
0465	Viking Elementary	0679	231 Grant-Adult Education
0470	Vinland Elementary	0680	Secondary-Adult Education
0475	Wawona Middle School	0681	ABE-Adult Education
0480	Webster Elementary	0682	GED-Adult Education
0485	Wilson Elementary	0700	Curriculum/Instruction

DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0701	Teacher Development	0798	District Initiatives
0702	Leadership Development	0799	Categorical Indirect
0703	Classified Development	0805	Student Records
0705	Administration-Adult Education	0810	Prevention & Intervention
0706	College & Career Readiness	0811	Restorative Justice
0708	Bookstore-Adult Education	0812	Men's/Women's Alliance
0710	Career / Vocational Education	0840	Support Services
0711	Community Education-Adult Education	0850	Superintendent
0712	Restaurant-Adult Education	0851	CART
0713	HSS-Gain Excess Cost-Adult Education	0852	Equity & Access
0715	Children's Centers	0853	School Support Division
0722	E Street Services	0855	Board Of Education
0725	Extracurricular & Co-curricular	0860	Community Information
0726	Campus Culture	0865	Educational Assessment
0727	Music/Visual and Performing Arts	0875	Business Services Administration
0730	Health Services	0880	Benefits & Risk Management
0732	Health Safety and Emergency Services	0881	WellPath
0744	Instructional Media	0885	Technology Services
0748	IMS	0886	Technology Network Data Center
0750	Migrant	0887	Technology Learner Support
	African American Academic Acceleration	0888	Technology Refresh
0755	(A4)	0889	Payroll Department
0758	English Learner Services	0890	Fiscal Services
0765	Early Learning Department	0891	Salaries & Benefits
0767	Early Learning Center	0892	Salaries & Benefits Supplemental
0770	Psychological & Guidance	0893	Grants Resources/Development
0775	Regional Occupation Program	0895	Purchasing
0780	PACE Program	0896	Mail Room
0781	Elementary-Speech Language Pathology	0897	Warehouse
0782	Secondary-Speech Language Pathology	0900	Operational Services
0785	Elementary-Special Education	0905	Facilities Management & Planning
0786	Secondary-Special Education	0910	Food Services
0787	Management-Special Education	0915	Graphics Center
0788	Low Incidence-Special Education	0919	Plant Maintenance
0790	Extended Learning	0920	Plant Maintenance & Operations
0794	Transfers Office	0921	Energy Management
0795	State & Federal Programs	0923	Telecommunications

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0925	Transportation	1145	Edison High School
0930	Human Resources	1150	Ericson Elementary
0935	Labor Relations	1155	Ewing Elementary
0970	School Safety	1160	Figarden Elementary
0976	2002A Refunding Measure A & K	1165	Forkner Elementary
0977	2004B Refunding Measure A & K	1170	Fort Miller Middle
1005	Addams Elementary	1175	Fremont Elementary
1010	Ahwahnee Middle School	1181	Fresno City College
1012	Charter School	1185	Fresno High School
1015	Anthony Elementary	1188	Fulton
1020	Ayer Elementary	1195	Manchester GATE Elementary
1025	Aynesworth Elementary	1200	Gibson Elementary
1030	Baird Middle	1205	Ginsburg
1035	Balderas Elementary	1208	Hamilton
1040	Bethune Elementary	1210	Heaton Elementary
1045	Birney Elementary	1215	Hidalgo Elementary
1055	Bullard High School	1220	Holland Elementary
1060	Bullard Talent K-8	1225	Homan Elementary
1070	Burroughs Elementary	1230	Cambridge
1075	Calwa Elementary	1235	Hoover High School
1080	Carver K-8	1237	Adult Transition Program on Fairmont
1089	Ceasar Chavez	1240	JE Young Independent Study
1090	Centennial Elementary	1241	JE Young eLearn Academy
1095	Columbia Elementary	1250	Jackson Elementary
1098	Comm-Phoenix Elementary	1255	Jefferson Elementary
1100	Computech	1260	King Elementary
1102	Phoenix Secondary	1265	Kings Canyon Middle School
1105	Cooper Middle School	1270	Kirk Elementary
1110	Dailey Elementary	1280	Pride Intervention
1120	Del Mar Elementary	1285	Kratt Elementary
1123	Design Science High School	1290	Lane Elementary
1125	Dewolf High School	1295	Lawless Elementary
1127	Phillip J Patino School of Entrepreneursip	1302	Professional Learning
1130	Duncan Polytechnical	1305	Leavenworth Elementary
1135	Easterby Elementary	1310	Lincoln Elementary
1140	Eaton Elementary	1315	Lowell Elementary
1143	Education Center Canteen	1320	Malloch Elementary

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1325	Mayfair Elementary	1510	Greenberg Elementary
1326	JE Young Annex	1530	Olmos Elementary
1330	McCardle Elementary	1535	Bakman Elementary
1335	McLane High School	1550	Williams Elementary
1340	Muir Elementary	1552	Rata
1355	Norseman Elementary	1553	Addicott
1365	Powers Elementary	1554	Southeast Elementary
1370	Pyle Elementary	1560	Site M-Orange/Butler
1380	Robinson Elementary	1561	Site Ventura/Tenth
1385	Roeding Elementary	1565	Yokomi Elementary
1395	Roosevelt High School	1567	Vang Pao Elementary
1396	Roosevelt PACE	1575	Gaston B Rutherford Middle School
1400	Roosevelt School of the Arts	1576	Southeast High School
1410	Rowell Elementary	1577	Alternative Education Facility
1415	Scandinavian Middle School	1578	New Southeast Site
1417	Sequoia Middle School	1580	Juan Felipe Herrera Elementary
1420	Slater Elementary	1601	Instructional Division - Academic Office
1421	Sunnyside High School	1619	Alternative Education
1422	Starr Elementary	1635	Secondary Division
1423	Terronez Middle School	1655	High School Division
1430	Storey Elementary	1670	Vocational Ed-Adult Education
1435	Sunset Elementary	1675	ESL-Adult Education
1437	Southeast Intersession	1679	231 Grant-Adult Education
1440	Tehipite Middle School	1681	ABE-Adult Education
1445	Tenaya Middle School	1700	Curriculum/Instruction
1450	Thomas Elementary	1701	Teacher Development
1455	Tioga Middle School	1705	Administration-Adult Education
1460	Turner Elementary	1709	Caregiver Training-Adult Education
1465	Viking Elementary	1710	Career / Vocational Education
1470	Vinland Elementary	1715	Children's Centers
1475	Wawona Middle School	1722	E Street Services
1480	Webster Elementary	1727	Music/Visual and Performing Arts
1485	Wilson Elementary	1730	Health Services
1490	Winchell Elementary	1744	Instructional Media
1495	Wishon Elementary	1748	IMS
1500	Wolters Elementary		African American Academic Acceleration
1505	Yosemite Middle School	1755	(A4)

DEPARTMENT INDEX
(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1758	English Learner Services	1923	Telecommunications
1765	Early Learning Department	1924	Environmental Services
1767	Early Learning Center	1930	Human Resources
1781	Elementary-Speech Language Pathology	1935	Labor Relations
1782	Secondary-Speech Language Pathology	1950	Addicott-Maintenance & Operations
1785	Elementary-Special Education	1958	Rata-Maintenance & Operations
1786	Secondary-Special Education	1961	Education Center-Maintenance & Operations
1787	Management-Special Education	1970	School Safety
1790	Extended Learning		
1795	State & Federal Programs Community and Family Engagement		
1796	Network		
1798	District Initiatives		
1810	Prevention & Intervention		
1811	Restorative Justice		
1812	Men's/Women's Alliance		
1850	Superintendent		
1851	CART		
1855	Board Of Education		
1860	Community Information		
1865	Educational Assessment		
1870	Legal Services		
1885	Technology Services		
1890	Fiscal Services		
1891	Salaries & Benefits		
1892	Salaries & Benefits Supplemental		
1895	Purchasing		
1897	Warehouse		
1900	Operational Services		
1905	Facilities Management & Planning		
1910	Food Services		
1912	Packaging Center		
1914	Central Processing Facility		
1919	Plant Maintenance		
1920	Plant Maintenance & Operations		
1921	Energy Management		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM A-24

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify Purchase Orders from January 01, 2024, through January 31, 2024 – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from January 01, 2024, through January 31, 2024. 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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D





THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
JANUARY 1, 2024 TO JANUARY 31, 2024
RATIFICATION DATE APRIL 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION RFQ 23-30 CATEGORY C	0395	797274	030	7099	\$39,763.20
FRESNO COUNTY EOC BELOW BID LIMIT (PCC 20111)	0702	796336	060	9075	\$11,800.00

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
JANUARY 1, 2024 TO JANUARY 31, 2024
RATIFICATION DATE APRIL 10, 2024**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CSUF/DOWNING PLANETARIUM	0700	796271	030	0144	\$147.50
FRESNO COUNTY EOC	0765	797281	120	6105	\$500.00
FRESNO COUNTY EOC	0702	795955	060	9075	\$4,500.00
FRESNO STATE UNIVERSITY	0567	797536	030	7090	\$175.00
FRESNO STATE UNIVERSITY	0706	797454	030	0157	\$4,805.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM B-25

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss and Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Discuss and Approve Vendor Designation Per Request for Qualifications 23-30S4, Curriculum, Instruction and Professional Learning Services

ITEM DESCRIPTION: Included in the Board binders is information regarding proposed vendors selected through the Request for Qualifications (RFQ) 22-30S4, Curriculum, Instruction, and Professional Learning Services. The Board approved the initial RFQ on March 22, 2023. Supplemental rounds were approved on August 08, 2023, and October 18, 2023, to ensure a pool of vendors in the categories of Curriculum, Professional Learning, and Indirect/Direct Student Services. The RFQ establishes a list of prequalified vendors that may be used for services and will support the implementation of Fresno Unified School District's Every Child is a Reader literacy initiative.

The goal of Fresno Unified School District's literacy initiative is to ensure all students can read by the end of their first-grade year. Progress monitoring metrics will include early literacy assessments, including Desired Results Developmental Profile, iReady, Foundational Skills Assessments for students in Transitional Kindergarten and Kindergarten, and other regionally identified assessments.

This supplemental round closed on February 02, 2024, and all vendor designations are consistent with the evaluation and selection process outlined in the RFQ. The term will begin upon board approval through June 30, 2024, with the option of up to four one-year renewal terms for a maximum end date of June 30, 2028.

Category A, Curriculum (22 qualified vendors)	
Category B, Professional Learning (25 qualified vendors)	\$135,000
Category C, Indirect/Direct Student Services (11 qualified vendors)	\$310,000

Purchase orders for services will be presented to the Board for ratification on monthly reports, and the RFQ, vendor proposals, and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$445,000 are available in the Every Child is a Reader Literacy Initiative Budget.

PREPARED BY: Marie Williams, Ed.D.

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

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

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



FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 23-30S4, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S4: Category A - Curriculum

Coding/Gaming:

EnCode Create LLC
Gameplan
STEMfinity, LLC

Nashville, TN
Woodbury, CT
Boise, ID

Foundational Skills:

Intelexia LLC - Apprendo Leyendo
Intelexia USA LLC - PAF Reading Program
The Apple Group, Inc.

Greenwich, CT
Cos Cob, CT
Jonesboro, AR

Intervention:

Progress Learning LLC

Atlanta, GA

Supplemental Curriculum:

Authorable, Inc.
Cesar Chavez Foundation
Kiddom
Lavinia Group, LLC
Lyricos Learning, LLC
Moreno Institute LLC
Project ARC, PBC
Rosetta Stone, LLC
ThinkCERCA.com Inc.

Clovis, CA
Keene, CA
San Francisco, CA
Eagan, MN
Laguna Niguel, CA
Fresno, CA
Berthoud, CO
San Mateo, CA
Chicago, IL

Tutoring:

Amira Learning, Inc.

San Francisco, CA

Other:

Deni Education Consulting, LLC
Intercultural Innovations Inc.
Playmakers Consulting
School-Connect
Thrive Industries Incorporated

Clovis, CA
Zimmerman, MN
Woodbury, MN
Plano, TX
Washington, DC

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S4, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S4: Category B – Professional Learning

Coding/Gaming:

EnCode Create LLC
Gameplan

Nashville, TN
Woodbury, CT

Culturally Responsive Pedagogy

Intercultural Innovations Inc.
Playmakers Consulting

Zimmerman, MN
Woodbury, MN

Foundational Skills:

Charmtech Labs LLC, Capti
Cullinan Education Center
Intelexia LLC - Appendo Leyendo
Intelexia USA LLC - PAF Reading Program
The Academy in Manayunk, DBA AIM Institute for
Learning and Research
The Apple Group, Inc.
Children's Literacy Initiative

Buffalo, NY
Fresno, CA
Greenwich, CT
Cos Cob, CT
Conshohocken, PA
Philadelphia, CA
Jonesboro, AR

Social Emotional/Behavior Support:

Education Behavior Consultants, Inc.
School-Connect
WestEd

Fresno, CA
Plano, TX
San Francisco, CA

Supplemental Curriculum:

Authorable, Inc.
Kiddom
Lavinia Group, LLC
Project ARC, PBC
Rosetta Stone, LLC
ThinkCERCA.com Inc.

Clovis, CA
San Francisco, CA
Eagan, MN
Berthoud, CO
San Mateo, CA
Chicago, IL

Tutoring:

Student Nest, Inc.

Fresno, CA

Other:

Catapult Learning West, LLC
Deni Education Consulting, LLC
Thrive Industries Incorporated

Philadelphia, CA
Clovis, CA
Washington, DC

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S4, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S4: Category C – Indirect/Direct Student Services

Coding/Gaming:

Gameplan

Woodbury, CT

Family Engagement:

Success Together, Inc.

Fresno, CA

Supplemental Instruction:

Authorable, Inc.

Clovis, CA

Tutoring:

Moreno Institute LLC

Fresno, CA

HeyTutor, Inc.

Los Angeles, CA

StudentNest, Inc.

Fresno, CA

Social Emotional/Behavior Support:

Education Behavior Consultants, Inc.

Fresno, CA

Other:

Catapult Learning West, LLC

Philadelphia, CA

Intercultural Innovations Inc.

Zimmerman, MN

Playmakers Consulting

Woodbury, MN

Thrive Industries Incorporated

Washington, DC



Fresno Unified
School District



ACHIEVING
our GREATEST
Potential!

Discuss and Approve Request for Qualification 22-30S4

April 10, 2024

Outcomes

1

Review Every Child is a Reader Early Literacy Initiative

2

Review Request for Qualification (RFQ) Purpose, Process and Timeline

3

Describe Vendor Selection Process and Next Steps

Every Child is a Reader Literacy Initiative



Every student in Fresno USD will be able to read by the end of first grade.



Literacy plans focus on preschool-first grade classroom instruction, high quality supports and family and community partnerships.



Literacy plans include district and regional progress monitoring metrics.



30 school sites are also receiving state reading specialist/literacy coach grant funds.

Every Child is a Reader Literacy Initiative

Preschool-First Grade Instruction:

- Instruction
- Professional Learning
- Assessments

High Quality Supports:

- Multi-Tiered Systems of Support
- Tutoring
- Extended Learning Opportunities

Family and Community Partnerships:

- Home Literacy Routines
- High interest Resources
- Collective Ownership

RFQ Purpose, Process and Timeline

RFQ Purpose:

- Equitable and transparent process for vendors to address application criteria
- Fulfills formal procurement process for goods and services exceeding current bid limit

RFQ Process:

- Advertise for two weeks on several platforms
- Host pre-bid conference to answer vendor questions
- Convene committee to evaluate and score each proposal
- Recommend vendors meeting the criteria for board approval

RFQ Timeline:

- Approximately 90 days including Board approval

RFQ Vendor Selection and Next Steps

- The RFQ process is intentionally broad to include vendors to address potential future needs (e.x., supports for secondary literacy plan)
- Vendor contracting will be determined by regional plan needs
- Regional plan expenditures beyond 2025 will follow annual bundle process

“In the United States, education is a civil right, and literacy in particular has the power to open doors for historically underserved communities.”

Questions

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM B-26

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss English Learner Services Data and Program Updates

ITEM DESCRIPTION: Included in the Board binders is a presentation of annual English Learner Services Multilingual/Multicultural Department data and program updates.

The English Learner Services Multicultural/Multilingual Department will present current demographics for the various programs supported within the department and report the most recent data for reclassification, progress on the English Language Proficiency Assessment for California (ELPAC), and data for dual language programs.

The presentation will include professional learning opportunities provided to teachers in service of the implementation of integrated and designated English language development instruction. There will be an overview of the actions and support implemented for migrant and newcomer students.

FINANCIAL SUMMARY: There is no fiscal impact to the district 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

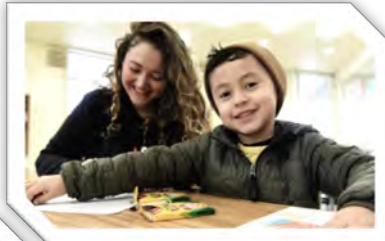
SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District



ACHIEVING
our **GREATEST**
Potential!

Board Presentation

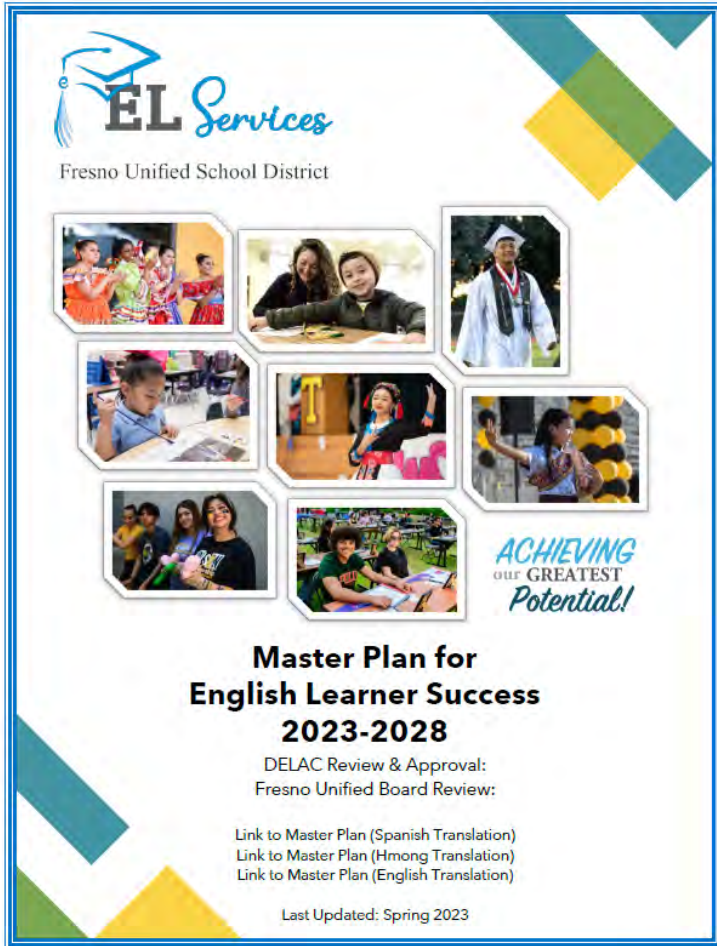
English Learner Services - Multilingual Multicultural Education
April 10, 2024

Overview

- English Learner Demographics
- Review of Department Goals
- Reclassification Data
- English Learner Progress Indicator Growth (ELPI) Growth
- Language Assessment Center
- Migrant Education
- Newcomer Support
- Dual Language Immersion Program
- Professional Learning



Master Plan for English Learner Success



EL Services
Fresno Unified School District

ACHIEVING OUR GREATEST Potential!

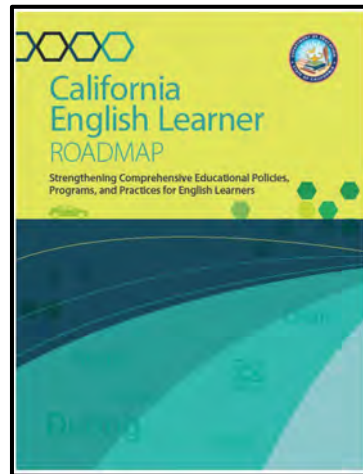
Master Plan for English Learner Success 2023-2028

DELAC Review & Approval:
Fresno Unified Board Review:

[Link to Master Plan \(Spanish Translation\)](#)
[Link to Master Plan \(Hmong Translation\)](#)
[Link to Master Plan \(English Translation\)](#)

Last Updated: Spring 2023

- MISSION
- VISION
- VALUES
- GOALS



English Learner Services Demographics



Ever English Learners 25,881

Total Number of English Learners 13,133

Long Term English Learners 5,431 (With IEP 1,373)

Reclassified Fluent English Proficient Students 10,460

Initially Fluent English Proficient Students 2,288

Migrant
1,125

Newcomers
1,336

DLI
4,375

English Learner Services Department Goals

Goal #1

Continued growth in the percentage of English learners that increase one **English Learner Progress Indicator (ELPI) level** to support **on time reclassification**

Goal #2

Reduce the number of English learner students who enter middle school classified as **Long-Term English Learners**

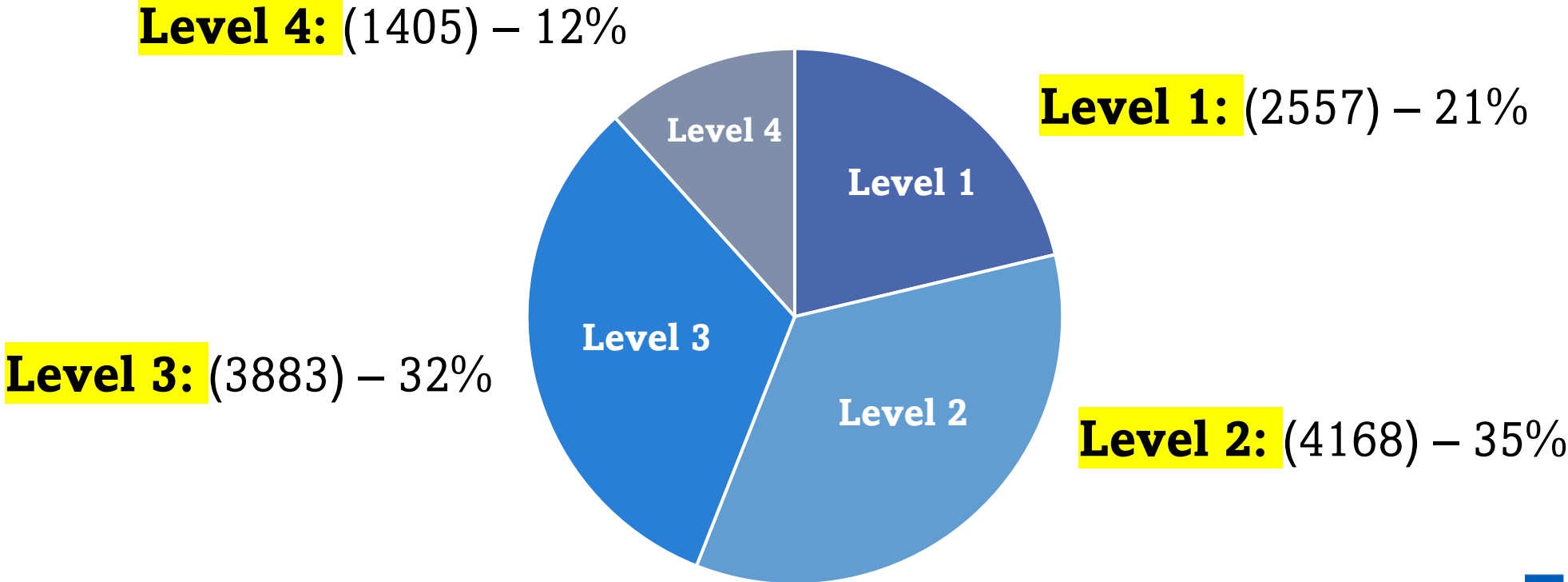
Goal #3

Increase the number of students participating in **language programs** (dual language immersion programs, heritage language courses, after-school language programs) by 10%

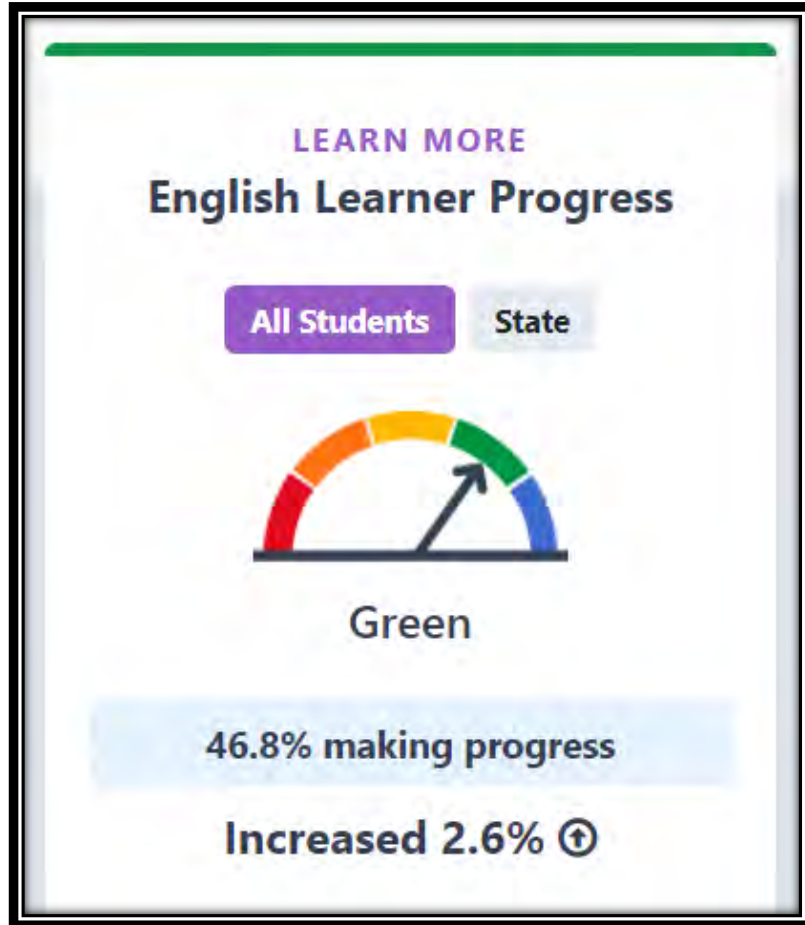
Summative English Language Proficiency Assessments for California (ELPAC) - 2023



Spring 2023 Summative ELPAC Overall Performance Levels

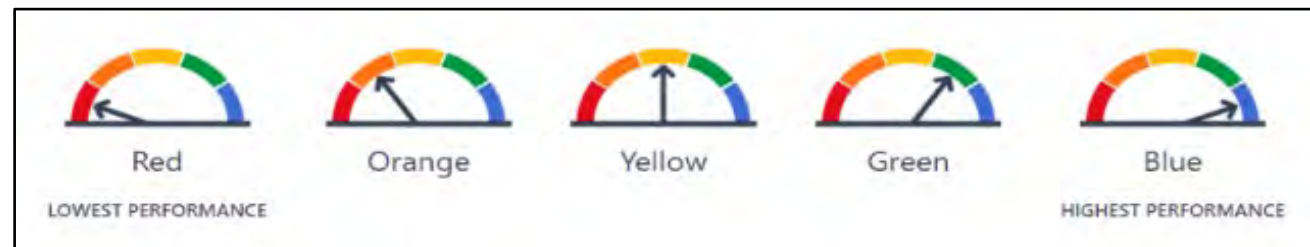
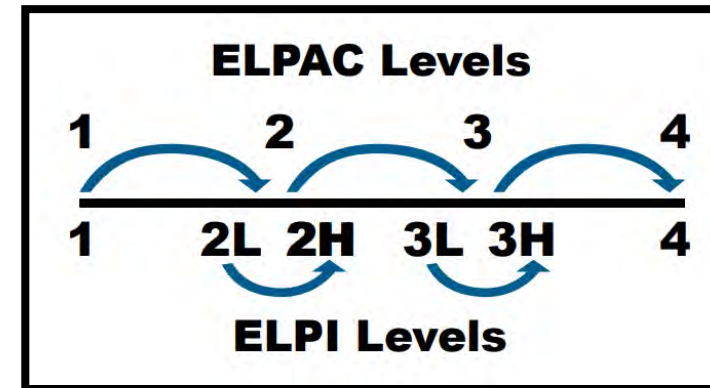


English Learner Progress Indicator (ELPI) Growth



Every English learner...

- grow one ELPI level each school year
- will reclassify on time




Reclassification Data (2023-2024)

Region	# of Current Students who Scored 4 on ELPAC (Spring 2023)	# of ELPAC 4 Current Students who have Reclassified in 2023-2024	% of ELPAC 4 Current Students who have Reclassified in 2023-2024	# of Students who have Reclassified Through IEP Process in 2023-2024	Total Reclassified Fluent English Proficient Students 2023-2024
Bullard	99	93	94%	14	107
Edison	181	177	98%	7	184
Fresno	118	114	97%	6	120
Hoover	102	93	91%	10	103
McLane	318	314	99%	81	395
Roosevelt	265	261	98%	78	339
Sunnyside	286	268	94%	19	287
Alternative Education	10	7	70%	10	17
TOTAL	1,379	1,327	96%	225	1,552

2023 Reclassification: 1,018 (7.3%)

2024 Reclassification: 1,552 (12%)

Enrollment/Home Language Survey



FRESNO UNIFIED SCHOOL DISTRICT
HOME LANGUAGE SURVEY

English

Date _____ School _____ Student Number _____
Birthdate _____ Last CA District & School Attended _____
Country of Birth _____ Foreign Born: If foreign born, date student first entered US _____
Date Student first enrolled in US school _____ Last grade completed in home county _____

The California Education Code requires that schools determine the language(s) spoken at home by each student. This information is essential in order for schools to provide meaningful instruction for all students. If a language other than English is spoken in the home, the District is required to do further assessment of your son/daughter.

Your cooperation in helping us meet this important requirement is requested. Please answer the follow questions. Thank you for your help.

NAME OF STUDENT: _____
FIRST MIDDLE LAST


GRADE: _____ AGE: _____

Which language did your son or daughter learn when he or she first began to speak? _____

What language does your son or daughter most frequently use at home? _____

What language do you use most frequently to speak to your son or daughter? _____

Name the language most often spoken by the adults at home. _____



- What language did your son or daughter **learn** when he or she **first began to speak**?
- What language does your son or daughter **most frequently use** at home?
- What language do **you** use **most frequently to speak** to your son or daughter?
- Name the **language most often spoken** by the **adults at home**.

Language Assessment Center



- Administers one-on-one Initial English Language Proficiency Assessments for California (ELPAC) assessments
- Per state guidelines, Home Language Survey will be processed and vetted for a potential Initial ELPAC assessment and potential English Learner identification

Number of Students Assessed and Identified 2023-2024

- Total number of students assessed = **2,117**
- Total number of students identified EL = **1,968**
- Total number of student identified IFEP = **149**
(IFEP = Initially Fluent English Proficient)
- Number of TK and K assessed = **1,489**

Top 6 Primary Languages of Students Assessed in 23-24

Spanish	1,709
Hmong	115
Punjabi	80
Arabic	45
Hindi	30
Mixteco	28

Migrant Education

1,125 Migrant students in Fresno Unified

- Provides supplemental academic and counseling support services to eligible migrant children.
- Services help children of migrant workers overcome disadvantages they face, one of which is disruption to their education due to mobility.

Eligibility Information:

- Child must have moved within the past three years
- Obtain seasonal or temporary employment in agriculture, fishing, or food processing

Services Provided:

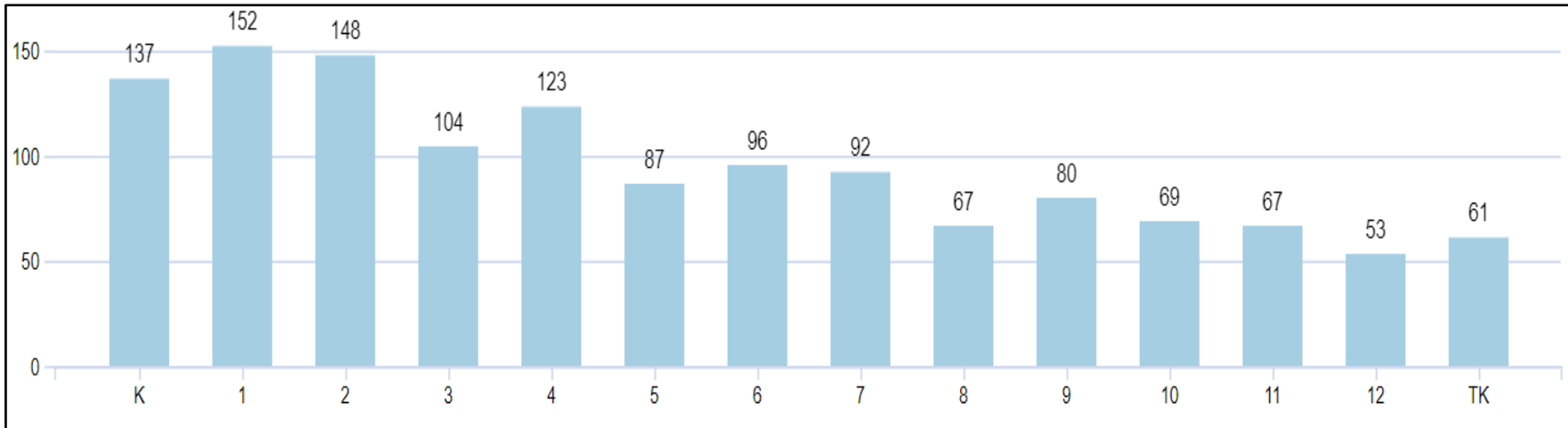
- Extended Day School Programs
- Academic Guidance Counseling
- Summer School Continuous Learning Packets
- Migrant Parent Advisory Councils (MPAC)



Newcomer Support

- **FUSD Newcomers:** 1,336
- **Foreign-born** students who have been in U.S. schools for less than three years
- **Top 5 Birth Countries**
 1. Mexico (822)
 2. India (132)
 3. Guatemala (68)
 4. El Salvador & Afghanistan (34)
- **Top 5 Languages**
 1. Spanish (980)
 2. Punjabi (106)
 3. Arabic (46)
 4. Hindi (38)
 5. Mixteco (37)

Grade Level



Support for Newcomers:

- Peer Mentoring Program (9th-12th)
- Newcomer Youth Leadership Council (9th-12th)
- Inter-Act Fellows
- Wraparound services (food, clothing, legal, social-emotional)
- Interpreting



Dual Language Immersion

Spanish DLI Program CHOICE SCHOOLS	Grades
Leavenworth Elementary (T)	Preschool- 6
Sunset Elementary (T)	Preschool- 6
Ewing Elementary (T)	Preschool- 6
Wawona Middle School (T)	Preschool- 6
Yosemite Middle School (T)	7- 8
McLane High School (T)	9- 12

Spanish DLI Program NEIGHBORHOOD SCHOOLS	Grades
Rowell Elementary	Preschool- 6
Jackson Elementary	TK- 5
Calwa Elementary	Preschool- 5
Lane Elementary	Preschool- 5
Roeding Elementary	Preschool- 5
Centennial Elementary	Preschool- 5
Burroughs Elementary	Preschool- 5
Hidalgo Elementary	Preschool- 3
Winchell Elementary	Preschool- 3
Juan Felipe Herrera Elementary	Preschool- 1
Birney Elementary	TK-K

Hmong DLI Program NEIGHBORHOOD SCHOOLS	Grades
Vang Pao Elementary	Preschool- 6
Balderas Elementary	Preschool- 3

Goals:

- Bilingualism and Biliteracy
- Grade Level Academic Achievement
- Sociocultural Competence

- 19 total DLI Schools
 - 17 Spanish DLI
 - 2 Hmong DLI
- 13 neighborhood programs
- 6 choice programs



SBAC 2023 Comparison

Spanish DLI to Non-DLI by Grade

Spanish DLI

ELA

Grade	Program	2023 SBAC ELA Performance Levels					
		Not Met	Nearly Met	Met	Exceeded	2023 Total Met/Exceeded	Difference-Total Met/Exceeded
Grade 3	Non-DLI	52%	21%	16%	11%	27%	
	DLI	42%	27%	16%	15%	31%	+4%
Grade 4	Non-DLI	54%	22%	15%	10%	24%	
	DLI	50%	20%	16%	15%	30%	+6%
Grade 5	Non-DLI	46%	22%	22%	10%	32%	
	DLI	25%	26%	32%	18%	49%	+17%
Grade 6	Non-DLI	43%	26%	23%	8%	32%	
	DLI	23%	29%	29%	19%	48%	+16%
Grade 7	Non-DLI	59%	23%	16%	3%	19%	
	DLI	34%	27%	32%	6%	39%	+20%
Grade 8	Non-DLI	50%	26%	18%	6%	23%	
	DLI	50%	26%	21%	2%	24%	+1%
Grade 11	Non-DLI	43%	26%	21%	11%	31%	
	DLI	42%	21%	26%	11%	38%	+7%
TOTAL	Non-DLI	49%	23%	19%	9%	28%	
	DLI	40%	24%	21%	15%	36%	+8%



SBAC 2023 Comparison

Spanish DLI to Non-DLI by Grade

Spanish DLI

Math

Grade	Program	2023 SBAC Math Performance Levels					
		Not Met	Nearly Met	Met	Exceeded	2023 Total Met/Exceeded	Difference-Total Met/Exceeded
Grade 3	Non-DLI	47%	24%	20%	10%	29%	
	DLI	31%	30%	24%	16%	40%	+11%
Grade 4	Non-DLI	44%	30%	19%	7%	26%	
	DLI	38%	31%	21%	10%	31%	+5%
Grade 5	Non-DLI	53%	27%	12%	8%	20%	
	DLI	35%	30%	19%	17%	36%	+16%
Grade 6	Non-DLI	49%	27%	14%	9%	23%	
	DLI	27%	32%	25%	15%	40%	+17%
Grade 7	Non-DLI	66%	21%	10%	3%	13%	
	DLI	39%	31%	21%	10%	31%	+18%
Grade 8	Non-DLI	69%	20%	7%	4%	11%	
	DLI	64%	26%	5%	5%	10%	-1%
Grade 11	Non-DLI	78%	17%	5%	1%	6%	
	DLI	77%	15%	8%	0%	8%	+2%
TOTAL	Non-DLI	53%	25%	14%	7%	21%	
	DLI	37%	30%	21%	13%	34%	+13%



Assessment of Spanish Reading (ASR) 2023-2024 Middle of Year Assessment

Spanish DLI

SLA

DISTRICT SUMMARY

Grade	Grade Level Expectations			Average % Correct by Domain				
	Not Met	Partially Met	Met	Phon. Aware.	Phonics	Compreh. Lit	Compreh. Inf	Vocab
All Students	27%	52%	21%	58%	65%	39%	37%	53%
Grade K DLI	28%	46%	25%	48%	59%	46%	37%	60%
Grade 1 DLI	23%	57%	20%	70%	61%	36%	40%	49%
Grade 2 DLI	24%	42%	34%		71%	42%	40%	50%
Grade 3 DLI	17%	63%	20%		71%	37%	34%	48%
Grade 4 DLI	27%	62%	11%			33%	30%	58%
Grade 5 DLI	44%	47%	9%			36%	35%	54%
Grade 6 DLI	30%	58%	13%			37%	42%	50%

SBAC 2023 Comparison

Hmong DLI

Hmong DLI to Non-DLI by Grade

ELA

Grade	Program	2023 SBAC ELA Performance Levels					
		Not Met	Nearly Met	Met	Exceeded	2023 Total Met/Exceeded	Difference-Total Met/Exceeded
Grade 3	Non-DLI	52%	20%	15%	12%	27%	
	DLI	28%	36%	16%	20%	36%	+9%
Grade 4	Non-DLI	40%	35%	16%	9%	25%	
	DLI	35%	30%	15%	20%	35%	+10%
Grade 5	Non-DLI	38%	17%	34%	10%	44%	
	DLI	19%	12%	50%	31%	81%	+37%
TOTAL	Non-DLI	43%	24%	21%	11%	32%	
	DLI	28%	25%	25%	23%	48%	+16%



SBAC 2023 Comparison

Hmong DLI to Non-DLI by Grade

Hmong DLI

Math

Grade	Program	2023 SBAC Math Performance Levels					
		Not Met	Nearly Met	Met	Exceeded	2023 Total Met/Exceeded	Difference-Total Met/Exceeded
Grade 3	Non-DLI	34%	28%	20%	17%	37%	
	DLI	20%	20%	40%	20%	60%	+23%
Grade 4	Non-DLI	29%	23%	30%	17%	47%	
	DLI	35%	30%	30%	5%	35%	-8%
Grade 5	Non-DLI	47%	23%	20%	10%	30%	
	DLI	19%	12%	31%	38%	69%	+39%
TOTAL	Non-DLI	36%	25%	23%	15%	38%	
	DLI	25%	21%	34%	20%	54%	+16%



Fresno Unified School District

i-Ready D2 Comparison

Hmong DLI to Non-DLI by Grade

Hmong DLI

ELA

Program	Grade	Early On GL	Mid Above GL	On/Above GL Total	Difference
Grade K	Non-DLI	24%	7%	29%	
	DLI	44%	19%	64%	+35%
Grade 1	Non-DLI	9%	16%	26%	
	DLI	16%	26%	43%	+17%
Grade 2	Non-DLI	17%	18%	35%	
	DLI	26%	19%	45%	+10%
Grade 3	Non-DLI	21%	11%	32%	
	DLI	41%	25%	65%	+52%
Grade 4	Non-DLI	10%	17%	27%	
	DLI	13%	8%	21%	-6%
Grade 5	Non-DLI	15%	4%	19%	
	DLI	14%	10%	24%	+5%
Grade 6	Non-DLI	16%	0%	16%	
	DLI	6%	31%	38%	+22%
TOTAL	Non-DLI	17%	11%	28%	
	DLI	27%	21%	48%	+20%



Fresno Unified School District

iReady D2 Comparison

Hmong DLI to Non-DLI by Grade

Hmong DLI

Math

Grade	Program	Early On GL	Mid Above GL	On/Above GL Total	Difference
Grade K	Non-DLI	12%	7%	19%	
	DLI	9%	17%	26%	+7%
Grade 1	Non-DLI	12%	4%	16%	
	DLI	10%	12%	22%	+6%
Grade 2	Non-DLI	9%	4%	13%	
	DLI	20%	8%	28%	+15%
Grade 3	Non-DLI	12%	2%	14%	
	DLI	22%	8%	31%	+17%
Grade 4	Non-DLI	22%	6%	28%	
	DLI	21%	4%	25%	-3%
Grade 5	Non-DLI	15%	8%	23%	
	DLI	24%	10%	33%	+10%
Grade 6	Non-DLI	26%	3%	28%	
	DLI	25%	19%	44%	+16%
TOTAL	Non-DLI	14%	5%	19%	
	DLI	18%	12%	30%	+11%



Fresno Unified School District

Hmong Benchmark Assessment

Hmong DLI

HLA

Percentage of Students Meeting Proficiency on the Hmong Benchmark Assessment

Grade	Phonics	Listening	Speaking	Reading	Writing
Grade K	64%	72%	75%	Not tested	75%
Grade 1	63%	62%	48%	Not tested	39%
Grade 2	64%	55%	58%	60%	68%
Grade 3	Not tested	73%	58%	57%	30%
Grade 4	Not tested	41%	50%	37%	45%
Grade 5	Not tested	68%	63%	0%	10%
Grade 6	Not tested	85%	44%	18%	18%

Benchmark Target: 70% by EOY

Note: Proficiency is defined as a minimum score of 70% on each skill by the end of the school year. The percentages under each domain reflect the percentages of students who met the 70% target.

Professional Learning (PL)

	Total District Level PL Offerings	Total Site Level PL Offerings	Number of Participants	Number of Sites
Elementary Teachers	23	159	1,772	All Elementary
Secondary Teachers	43	25	507	20 Middle and High School
K-12 (Admin., TSAs, Office Staff)	26	N/A	300	All Sites
TOTAL	92	184	2,579	

Questions?

thank you!



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM B-27

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Farber Educational Campus Update

ITEM DESCRIPTION: Included in the Board binders is a presentation providing an update on the progress of the Farber Educational Campus. This summer, the Farber Educational Campus will open its doors to students for the 2024/25 school year. Farber Educational campus will be comprised of students who desire access to alternative education through three academic programs of study: independent studies, online learning, and credit attainment. The presentation will include information regarding the vision for the school and instructional programs, supports available to students, general course information, and plans for social entrepreneurship through civic and community engagement opportunities.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: School Leadership
PHONE NUMBER: (559) 457-3731

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

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







Fresno Unified
School District



ACHIEVING
OUR GREATEST
Potential!

FRANCINE & MURRAY FARBER EDUCATIONAL CAMPUS



One School....Three Unique Missions



SCHOOL OF CREDIT
ATTAINMENT



SCHOOL OF
INDEPENDENT STUDIES



SCHOOL OF ONLINE
LEARNING

Academic Courses Offered



K-12 Alternative Education School

Common Schedule

All Core Classes provided PLUS:

- Career Technical Education
- Dual Enrollment
- Advanced Placement
- Fine Art/Electives
- Men's/Women's Alliance
- Leadership
- Foreign Language
- Civic Engagement
- Project Based Learning

Clubs and Extracurricular

- ▶ Intramural Sports
- ▶ Smash Brothers (gaming)
- ▶ BSU
- ▶ GSA
- ▶ eSports
- ▶ Asian Club



*Clubs and Extracurricular are student generated and subject to change based on student interests and needs.



Farber Wellness Center

SOCIAL EMOTIONAL
COUNSELING





Farber Child Development Center

- Infant
- Toddler
- Pre-School

*On schedule to open August 2024

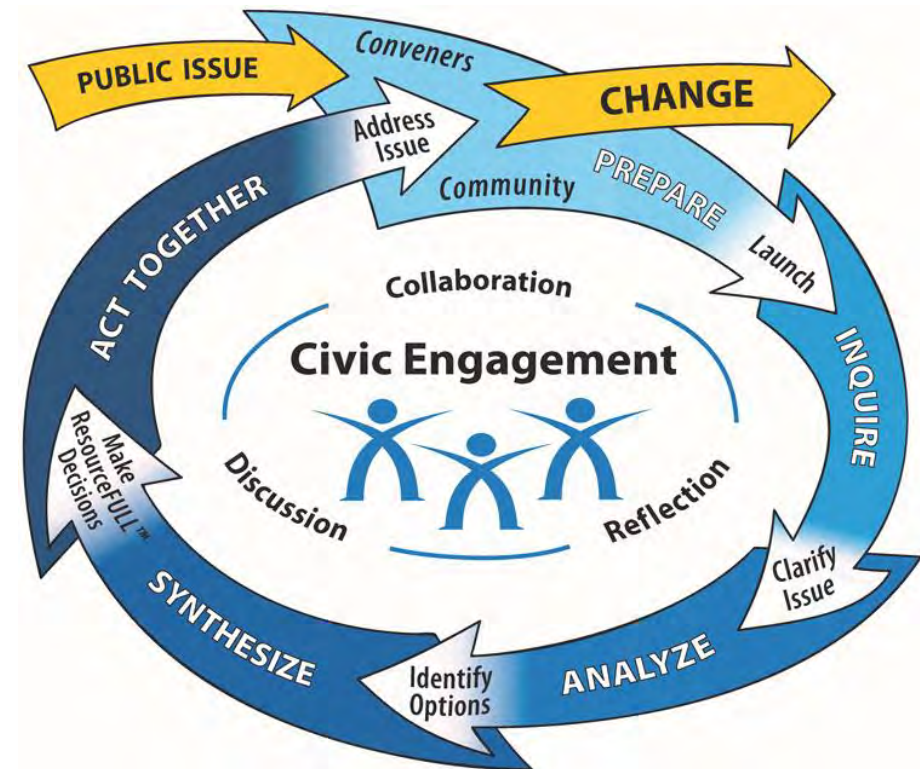




Professional Learning for Teachers

Civic Engagement Workshop

- ▶ March 4th Combined Buyback with Cambridge, eLearn and JE Young
- ▶ 21 Local Non-Profit Community Partners attended the event
- ▶ The Civic Engagement Workshop provided an opportunity for our teachers to make connections, establish a foundation, and become partners with experts in their fields.



Cyber Security

- ▶ “Seniors Helping Seniors”
- ▶ Students in the CTE Cyber Security program designed lessons that would inform the senior citizens of the California Armenian Home about online safety and security.
- ▶ Students engaged in 1:1 and small group support in the areas of cyber crime.







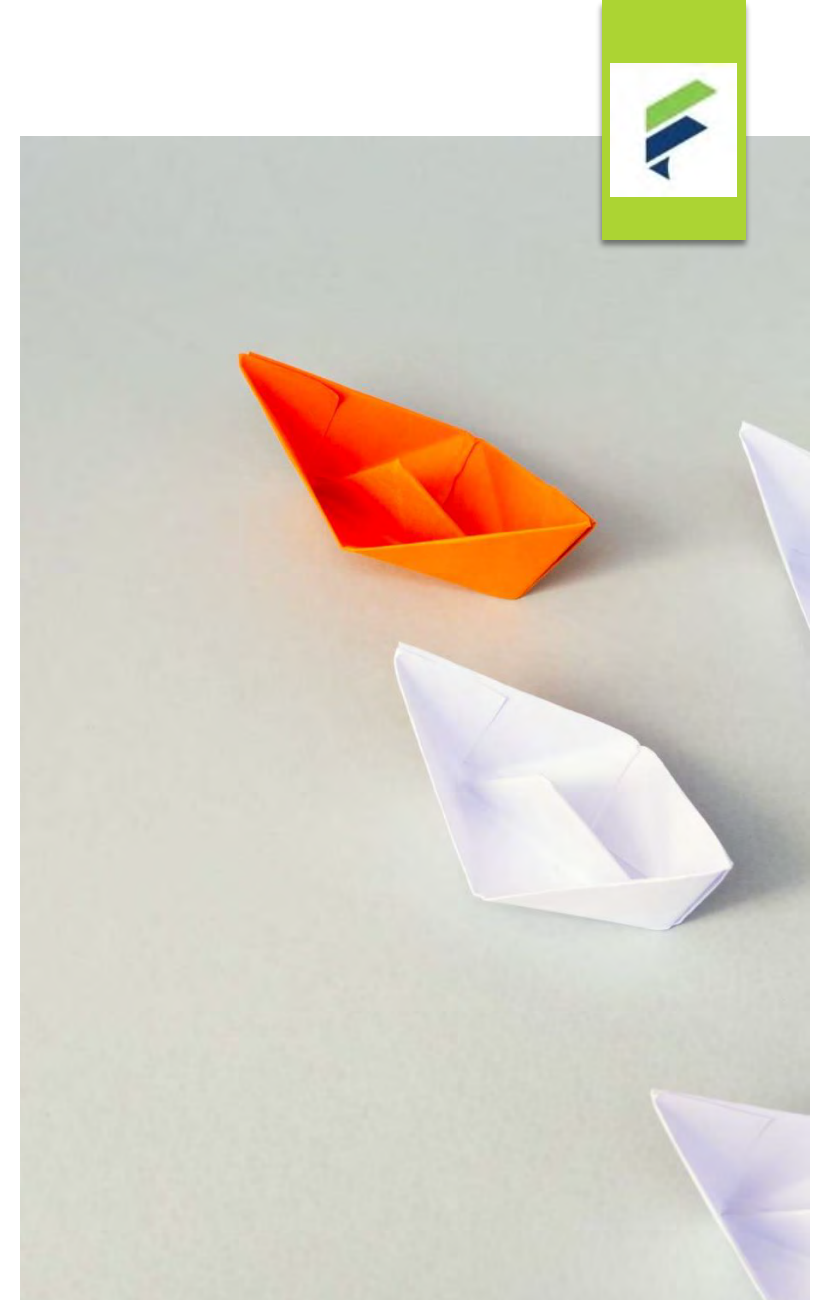
Logistics & Warehouse Management

Logistics Classroom



Next Steps....

- ▶ Pack and Move all 3 schools (Goal: Summer School @ Farber)
- ▶ Community Building with all staff
- ▶ Calendar Student/Staff meetings for Mascot selection





THANK YOU!



About Us

Our Schools

Career Tech Programs

Parents

Students

Staff

FARBER
EDUCATIONAL CAMPUS
OPENING IN AUGUST 2024

The Story Farber Podcast In The News Videos

The banner features a photograph of a modern school interior with a wide staircase and a glass-walled hallway. The Farber logo is overlaid on the left side of the image. Below the main text, there are four dark blue buttons with white text: 'The Story', 'Farber Podcast', 'In The News', and 'Videos'.

www.farber.fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 10, 2024,

AGENDA ITEM B-28

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss the 2024/25 Strategic Budget Development Phase III

ITEM DESCRIPTION: At the January 24, 2024, Board of Education meeting the 2024/25 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On April 10, 2024, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2024/25 Governor's Proposed Budget
- Increase inclusive opportunities for families to engage in their student's education:
 - Communications
 - Parent University
 - Translation Services
- Increase recruitment and retention of staff reflecting the diversity of the community:
 - Board of Education
 - Business and Financial Services
 - Deputy Superintendent Office
 - Fiscal Services
 - Health Benefits & Defined Benefits
 - Legal Services
 - Payroll
 - Risk Management & Workers Compensation
 - Superintendent's Office
 - State & Federal

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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







Fresno Unified
School District

Agenda Item B-28



2024/25

Strategic Budget Development Phase III

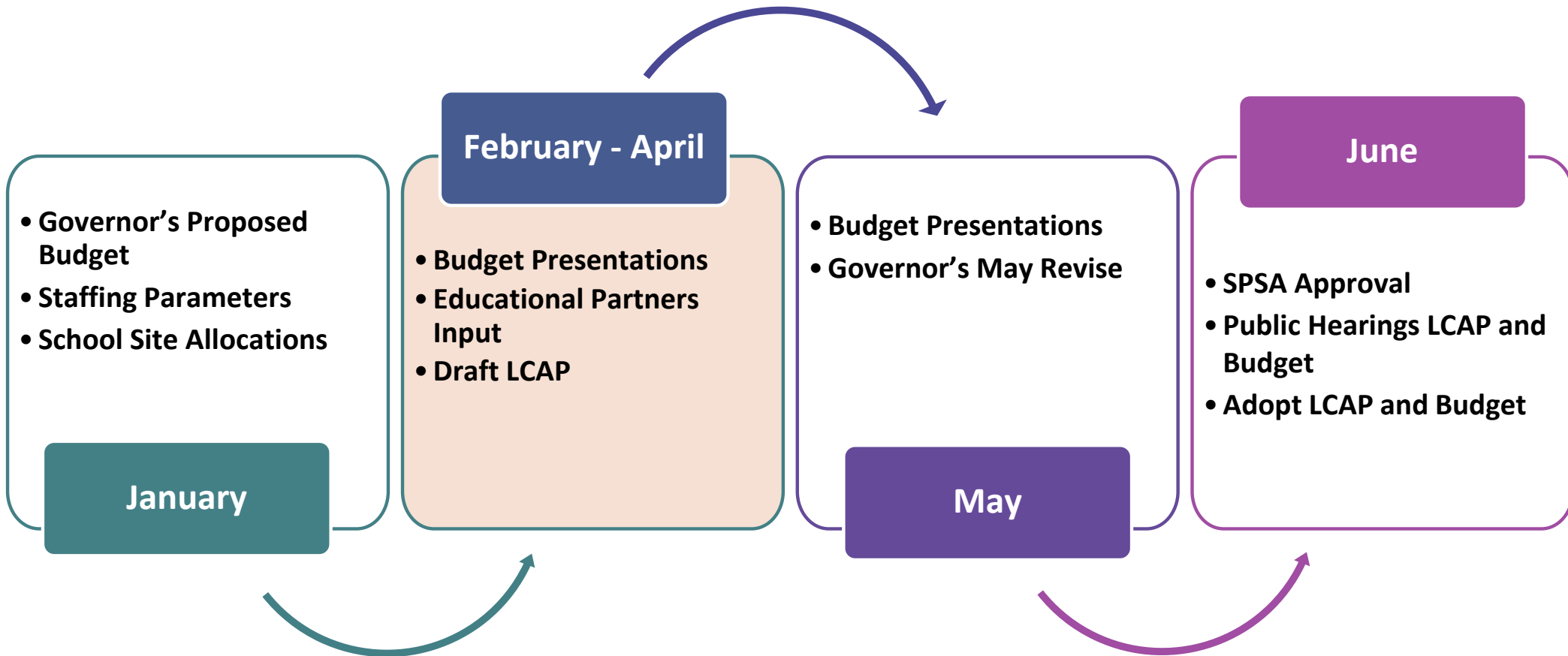
Board of Education

April 10, 2024

Outline

- Budget Development Timeline and Updates
 - State Economic Overview
- Budget Recommendation – Phase III
 - Increase inclusive opportunities for families to engage in their student’s education**
 - Communications
 - Parent University
 - Translation Services
 - Increase recruitment and retention of staff reflecting the diversity of the community**
 - Board Office
 - Superintendent’s Office
 - Deputy Superintendent’s Office
 - Business and Financial Services
 - Fiscal Services
 - Payroll
 - State & Federal
 - Legal Services
 - Risk Management & Workers’ Compensation
 - Health Benefits & Defined Benefits
- Upcoming Budget Discussions

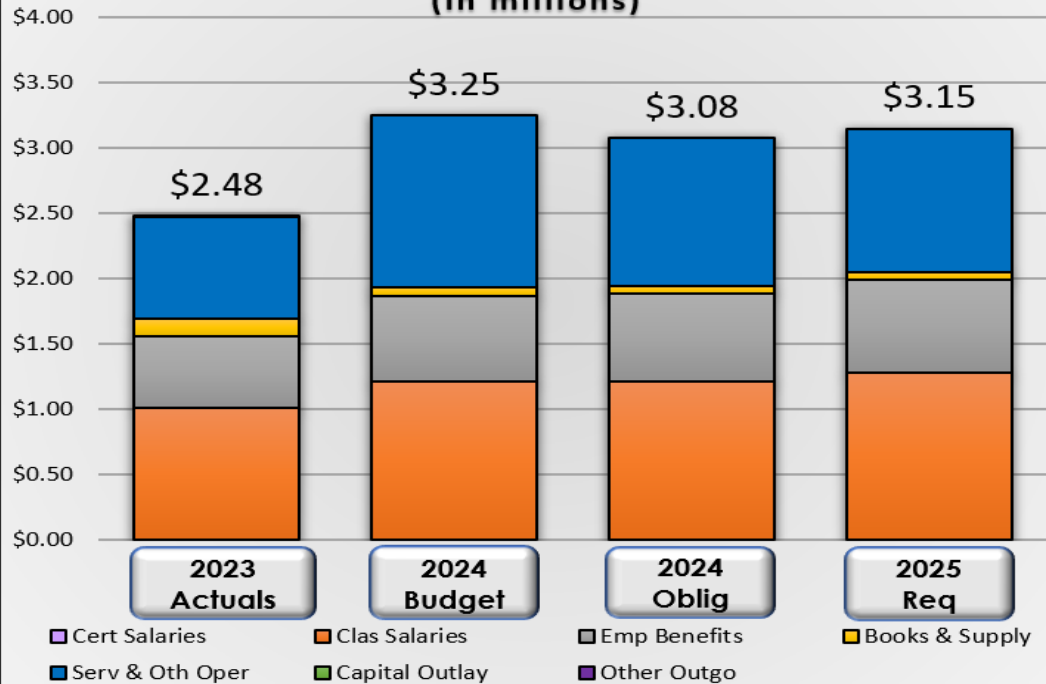
Financial Reporting Timelines



Communications

Increase Inclusive Opportunities for Families to Engage in their Student’s Education

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	7.00	7.00	0.00	7.00	0.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	11.00	11.00	0.00	11.00	0.00

2024/25 Budget Notes:

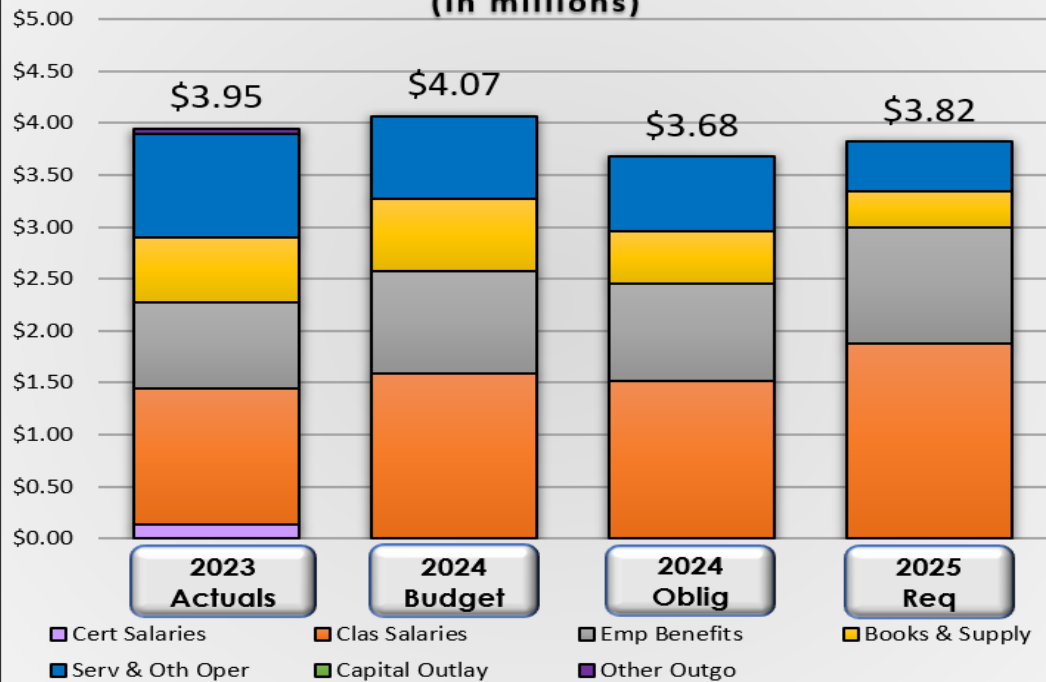
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce event costs – (\$120,000)

Net Adjustments – (\$120,000) ongoing

Parent University

Increase Inclusive Opportunities for Families to Engage in their Student's Education

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	14.00	12.00	2.00	14.00	0.00
Management	5.00	4.00	1.00	5.00	0.00
Total FTE	19.00	16.00	3.00	19.00	0.00

2024/25 Budget Notes:

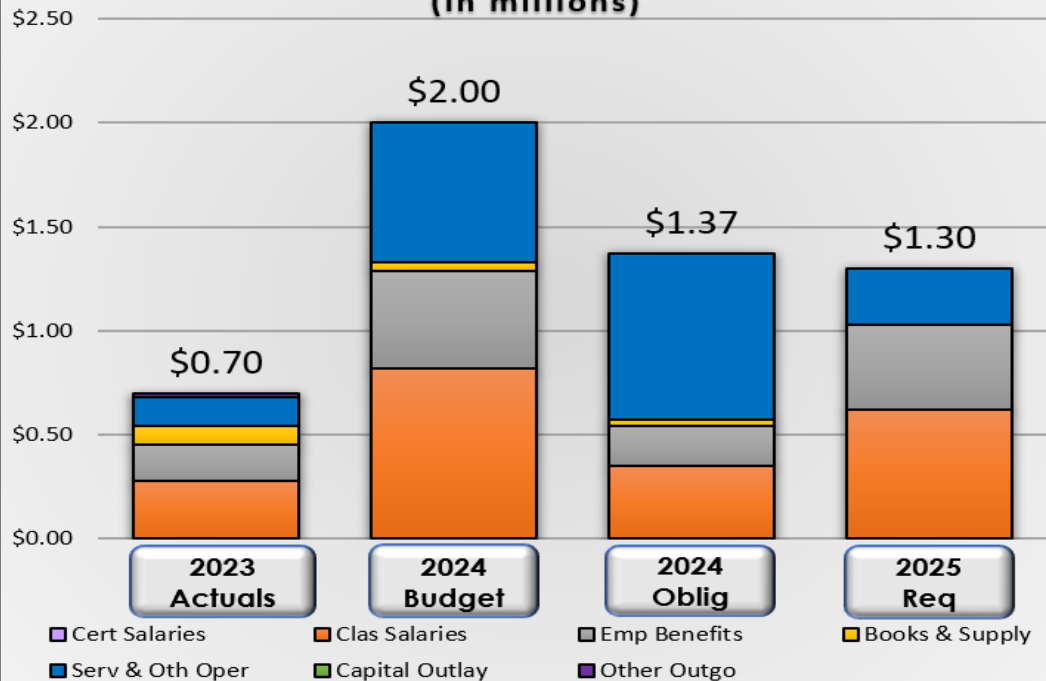
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce contracts – (\$250,000)

Net Adjustments – (\$250,000) ongoing

Translation Services

Increase Inclusive Opportunities for Families to Engage in their Student's Education

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	7.00	2.00	5.00	7.00	0.00
Management	1.00	0.00	1.00	1.00	0.00
Total FTE	8.00	2.00	6.00	8.00	0.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Shift 2.0 FTE Senior Bilingual Interpreter from ESSER Funds to ongoing – \$270,000
- Increase translating services – \$270,000

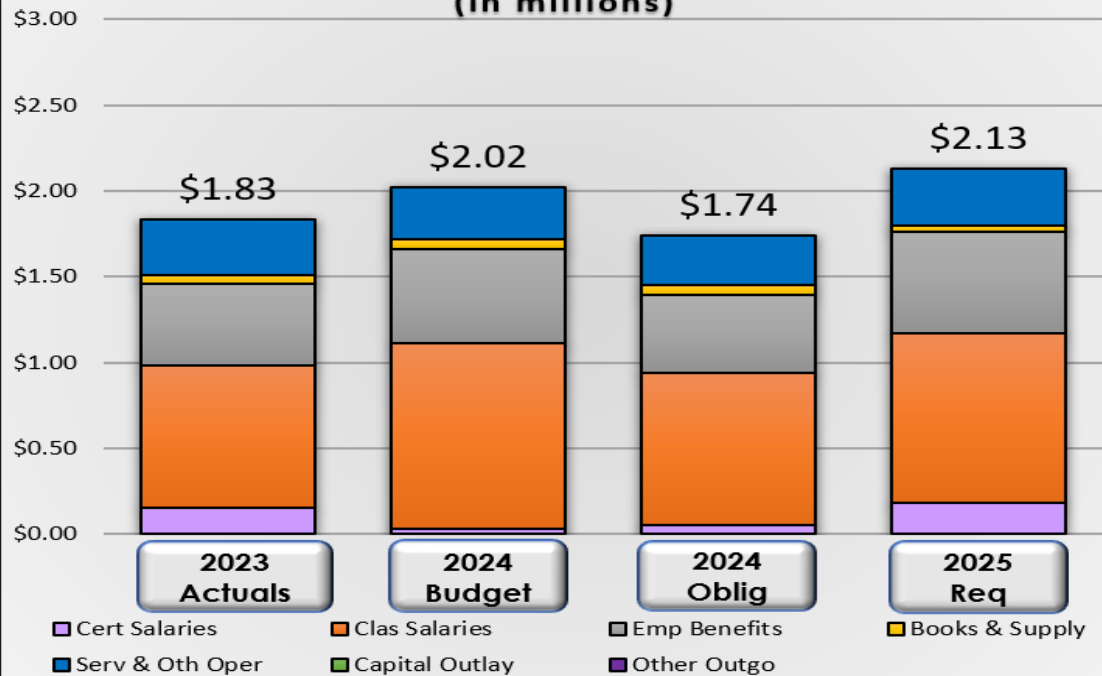
Note: 2023/24 includes \$1,000,000 in one-time funds

Net Adjustments – \$540,000 ongoing

Board Office

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	13.06	13.06	0.00	13.06	0.00
Management	3.00	2.00	1.00	3.00	0.00
Total FTE	16.06	15.06	1.00	16.06	0.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce supplemental salaries – (\$8,000)
- Reduce supplies and services – (\$20,000)

One-Time:

- 2024 Election Cost (Already included in Multi-Year Projections of \$35,000)

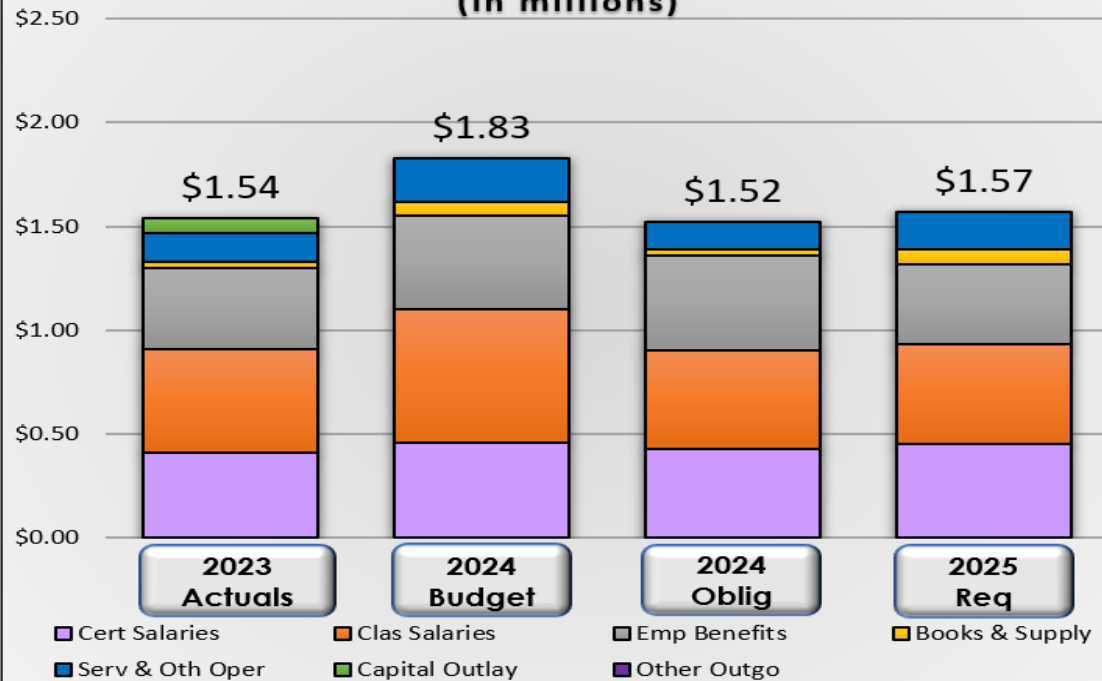
Net Adjustments – (\$28,000) ongoing



Superintendent's Office

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	4.00	3.00	1.00	3.00	-1.00
Total FTE	5.00	4.00	1.00	4.00	-1.00

2024/25 Budget Notes:

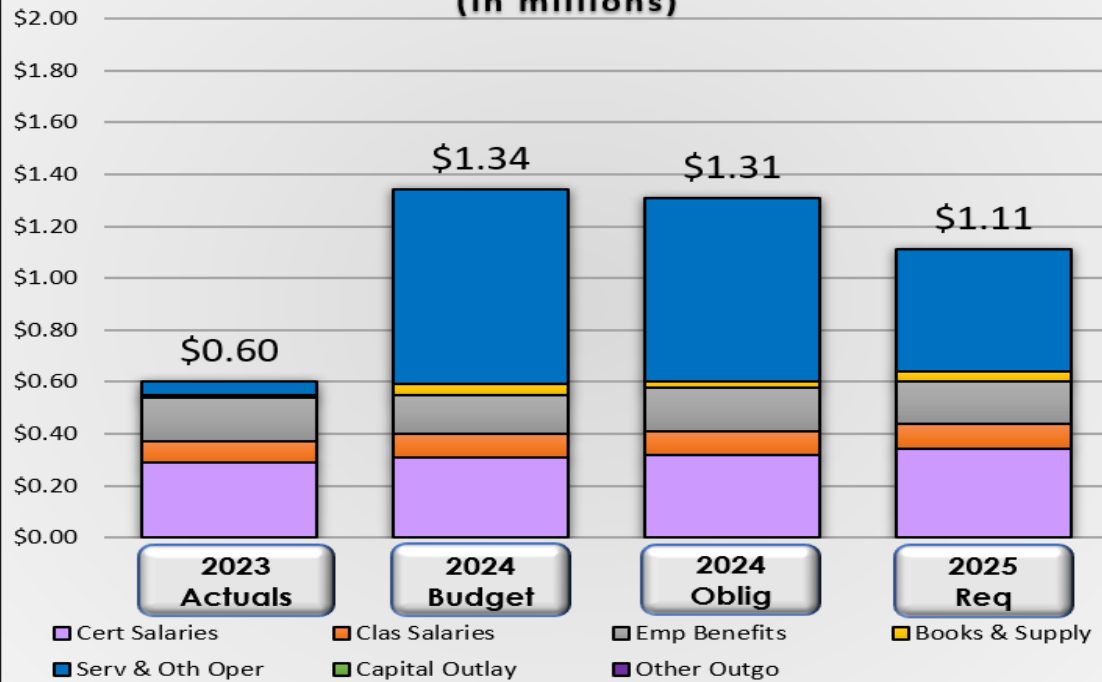
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 1.0 FTE Administrator, General – (\$240,000)
- Reduce Travel budget – (\$27,000)

Net Adjustments (1.0) FTE – (\$267,000) ongoing

Deputy Superintendent's Office

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.

Note: 2023/24 includes \$280,000 in one-time funds

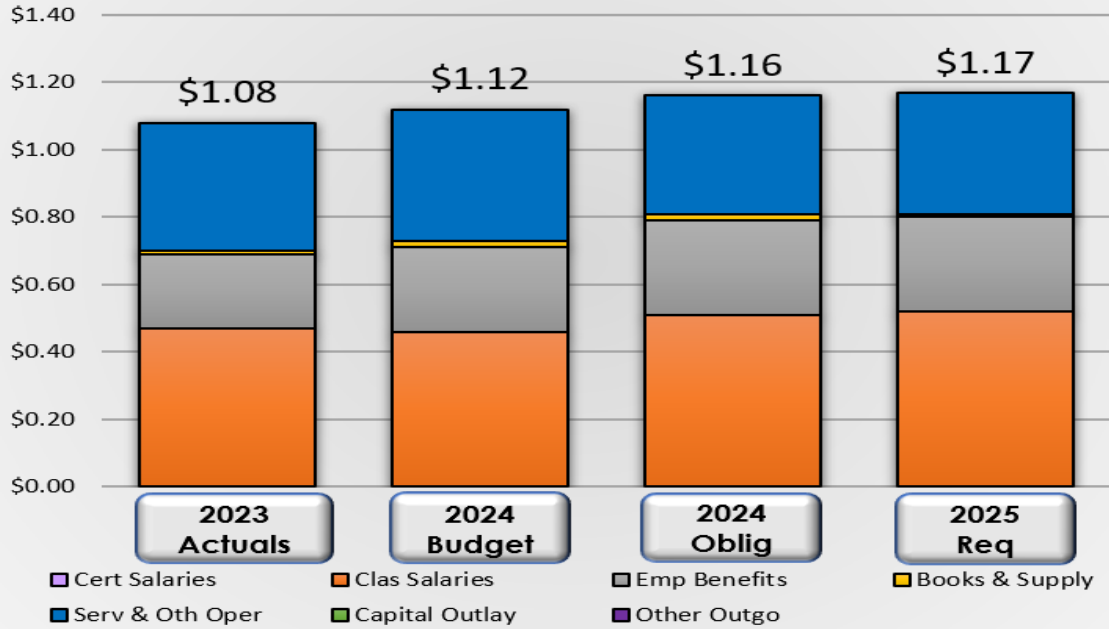
FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	1.00	1.00	0.00	1.00	0.00
Total FTE	2.00	2.00	0.00	2.00	0.00

Business & Financial Services

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce contracts – (\$37,000)

FTE SUMMARY

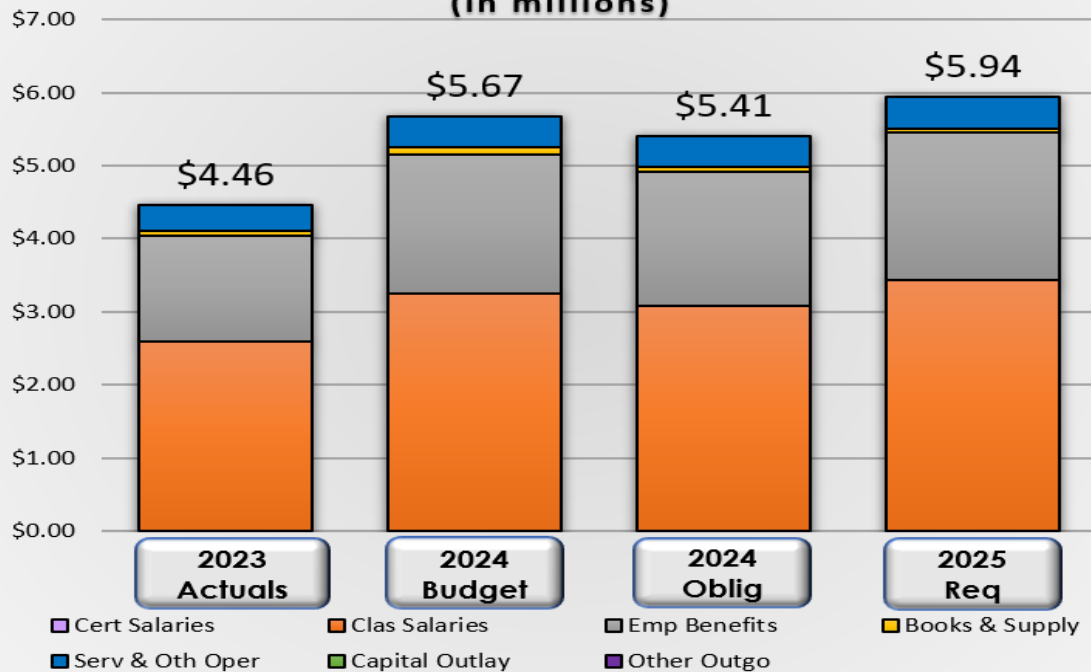
Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	2.00	2.00	0.00	2.00	0.00
Total FTE	3.00	3.00	0.00	3.00	0.00

Net Adjustments (\$37,000) ongoing

Fiscal Services

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	16.65	16.65	0.00	16.65	0.00
Management	17.00	14.00	3.00	17.00	0.00
Total FTE	33.65	30.65	3.00	33.65	0.00

2024/25 Budget Notes:

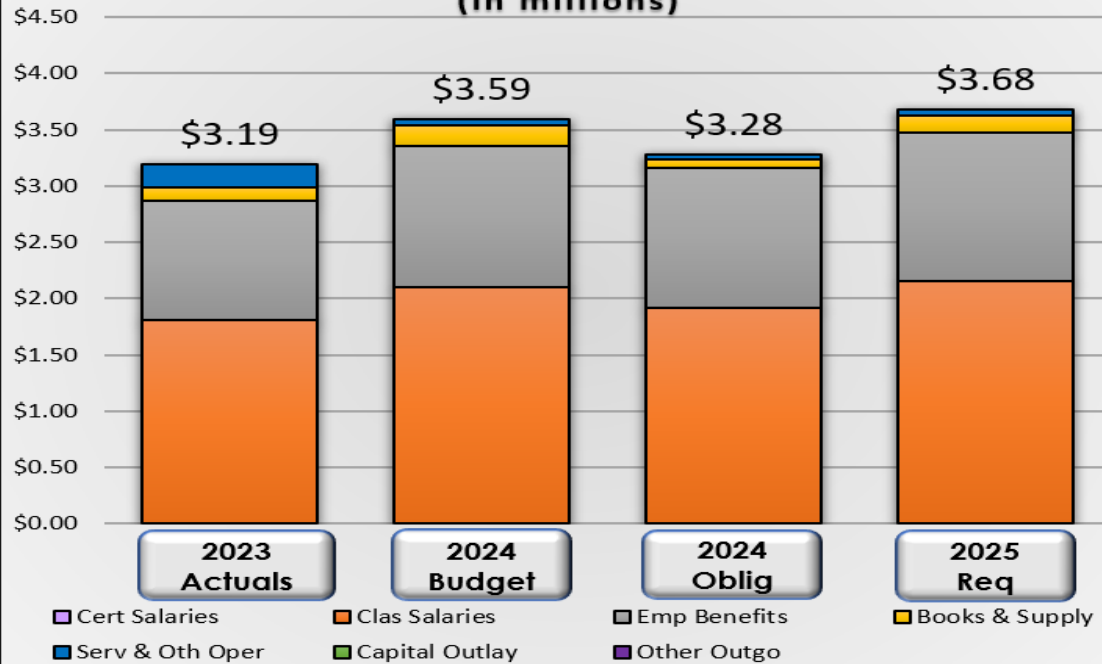
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce supplies and services – (\$25,000)

Net Adjustments – (\$25,000) ongoing

Payroll

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	16.00	15.00	1.00	15.00	-1.00
Management	8.50	7.50	1.00	8.50	0.00
Total FTE	24.50	22.50	2.00	23.50	-1.00

2024/25 Budget Notes:

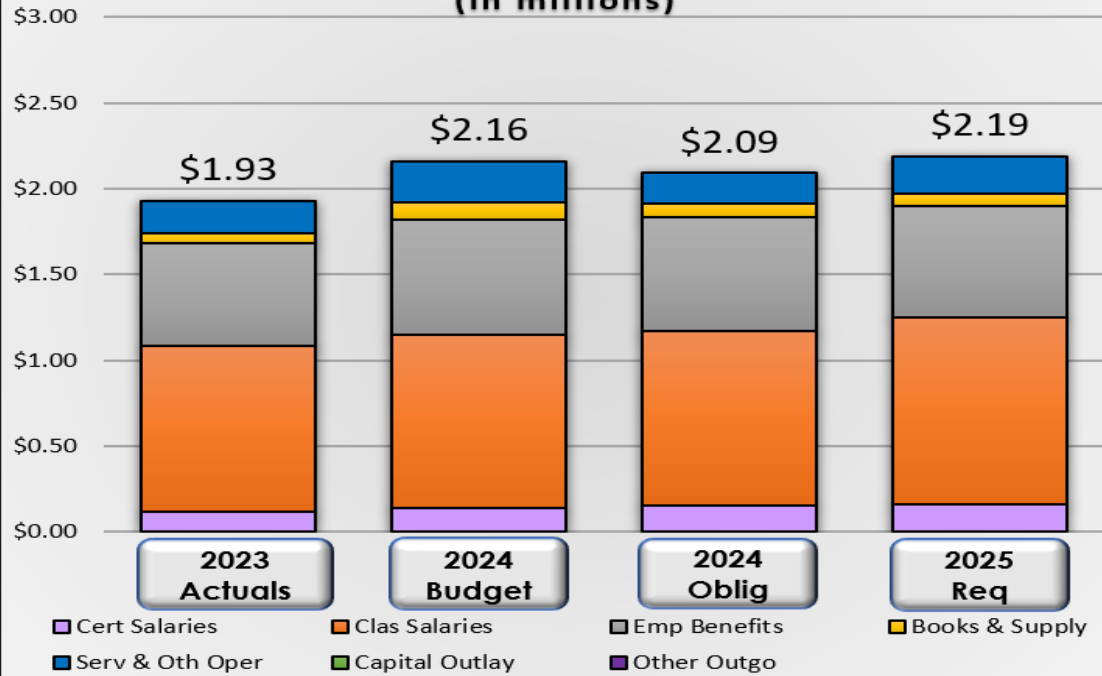
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 1.0 FTE Analyst II – (\$175,000)
- Reduce 1.0 FTE Employee Service Center Specialist – (\$110,000)
- Add 1.0 FTE Administrative Analyst - \$210,000

Net Adjustments (1.0) FTE – (\$75,000) ongoing

State & Federal

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	6.00	6.00	0.00	5.00	-1.00
Management	6.00	6.00	0.00	6.00	0.00
Total FTE	12.00	12.00	0.00	11.00	-1.00

2024/25 Budget Notes:

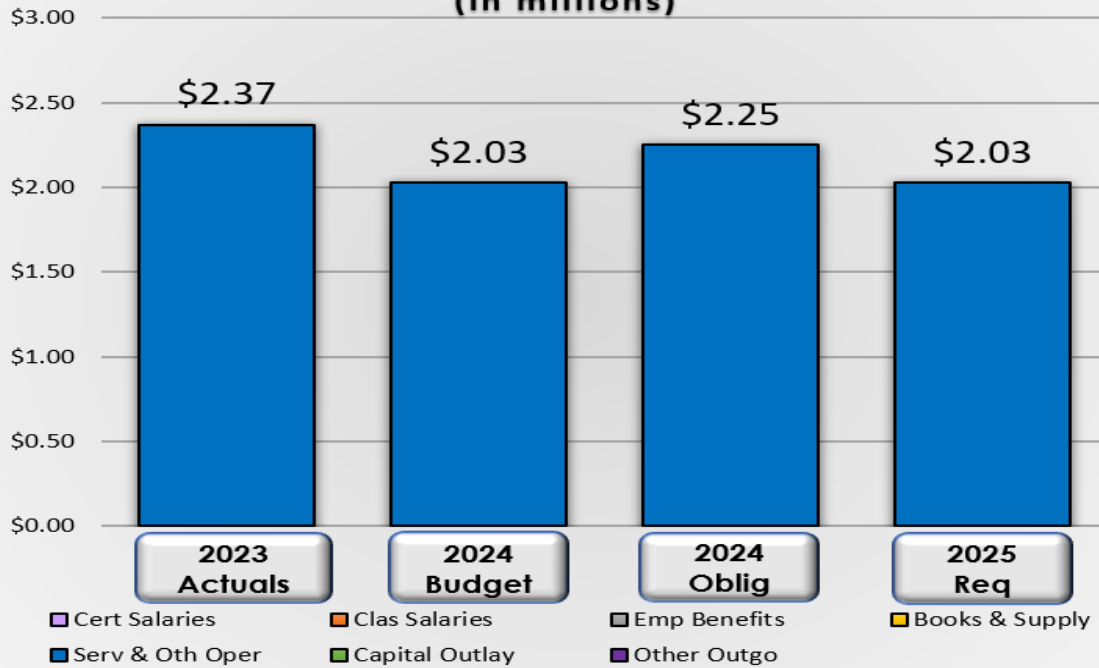
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 2.0 FTE Program Technician – (\$200,000)
- Add 1.0 FTE Budget Technician II - \$105,000
- Reduce supplemental salaries – (\$15,000)
- Reduce supplies and services – (\$25,000)
- Reduce travel – (\$15,000)

Net Adjustments (1.0) FTE – (\$150,000) ongoing

Legal Services

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.

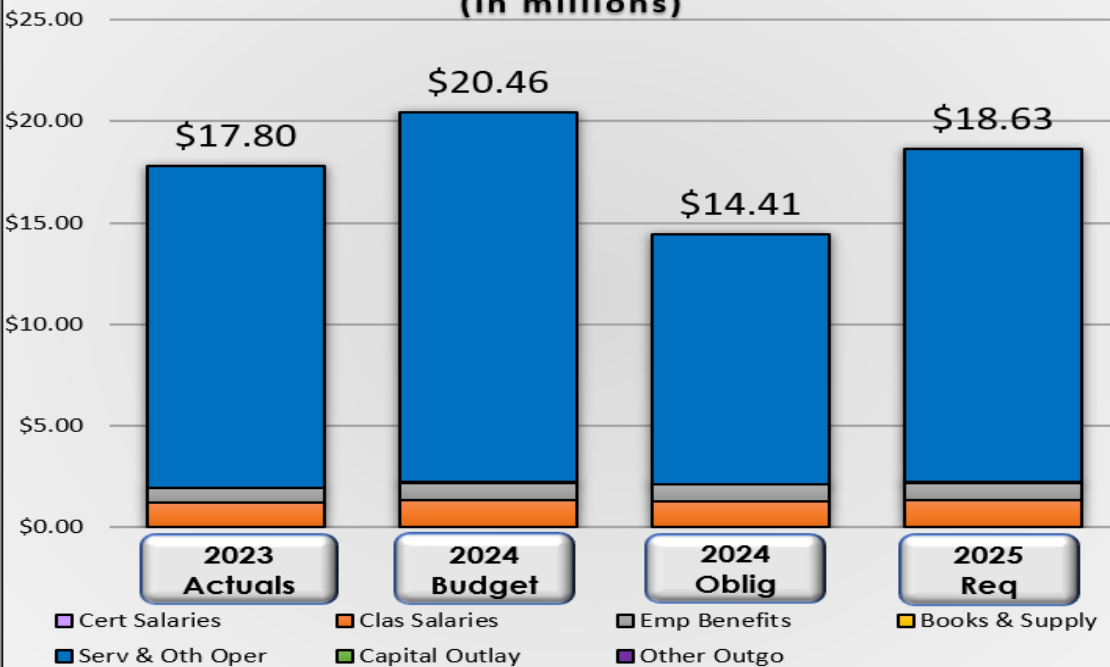
FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	0.00	0.00	0.00	0.00	0.00
Management	0.00	0.00	0.00	0.00	0.00
Total FTE	0.00	0.00	0.00	0.00	0.00

Risk Management & Workers' Compensation

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	10.40	8.40	2.00	13.40	3.00
Management	6.55	6.55	0.00	6.55	0.00
Total FTE	16.95	14.95	2.00	19.95	3.00

2024/25 Budget Notes:

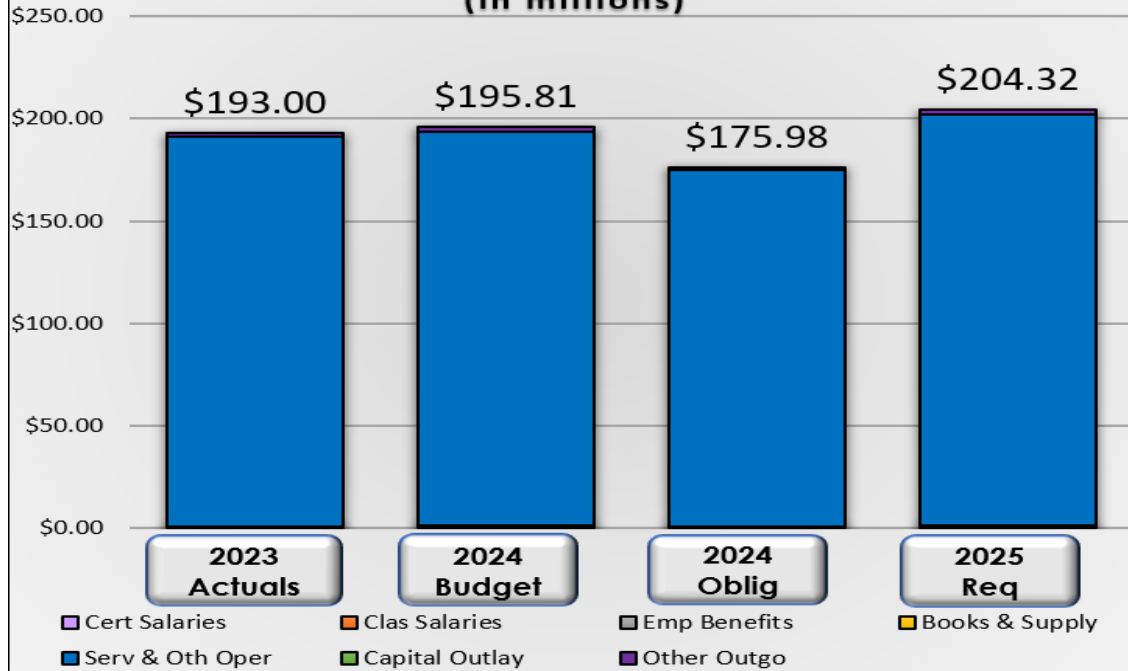
- Net increase includes: salary increase, statutory benefits, etc.
- Security guards 3.0 FTE offset by contract reduction
- Liability rate remained the same at 1.15%
- Workers Compensation rate from 1.30% to 0.85% due to savings in claims

Net Adjustments 3.0 FTE

Health Benefits & Defined Benefits

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	4.60	3.60	1.00	4.60	0.00
Management	2.95	2.95	0.00	2.95	0.00
Total FTE	7.55	6.55	1.00	7.55	0.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Employee Contribution \$22,000 per active employee
- Budget to be provided by the Joint Health Management Board (JHMB)
- Projected fund balance in 2025/26 – \$99.3 million
 - Consultant recommendation is \$33.1 million

Increase Inclusive Opportunities for Families to Engage in their Student’s Education

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Communications	--	(\$0.1)	--	--
Parent University	--	(\$0.3)	--	--
Translation Services	--	--	\$0.5	--
Total	--	(\$0.4)	\$0.5	--

Increase Recruitment and Retention of Staff Reflecting the Diversity of the Community

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Board Office ^(A)	--	--	--	--
Superintendent's Office	--	(0.3)	--	(1.0)
Deputy Superintendent's Office	--	--	--	--
Business & Financial Services	--	--	--	--
Fiscal Services	--	--	--	--
Payroll	--	(0.1)	--	(1.0)
State & Federal	--	(0.2)	--	(1.0)
Legal Services	--	--	--	--
Risk Management & Workers' Compensation	--	--	--	3.0
Health Benefits & Defined Benefits	--	--	--	--
Total	--	(\$0.6)	--	--

^(A) Add election cost (Already included in Multi-Year Projections of \$35,000)

Upcoming Budget Discussions

- Budget Board Presentations
 - April 2024
- Governor's May Revise
 - May 2024
- Public Hearing & Adoption of LCAP & Budget
 - June 2024