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**Superintendent**  
Robert G. Nelson, Ed.D.

## **BOARD COMMUNICATIONS – October 15, 2021**

TO: Members of the Board of Education  
FROM: Superintendent, Robert G. Nelson, Ed.D.

### **SUPERINTENDENT – Robert G. Nelson, Ed.D.**

S-1 Robert G. Nelson, Ed.D. Superintendent Calendar Highlights

### **ADMINISTRATIVE SERVICES – Santino Danisi, Chief Financial Officer**

AS-1 Kim Kelstrom School Services Weekly Update Report  
AS-2 Kim Kelstrom Weekly Attendance Report

### **SCHOOL LEADERSHIP – Kim Mecum, Chief Academic Officer**

SL-1 Heather Kuyper-McKeithen Relevant Engagement in Arts and Literacy Collaborative  
SL-2 Edith Navarro Valley Public Broadcasting Service, PBS, Partnership: Reading Explorers  
SL-3 Brett Mar Mini-Pitch Sports System Donation

Fresno Unified School District  
Board Communication

**BC Number S-1**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Robert G. Nelson, Superintendent  
Cabinet Approval:

Date: October 15, 2021

Phone Number: 457-3884

Regarding: Superintendent Calendar Highlights

The purpose of this communication is to inform the Board of notable calendar items:

- Participated in call with Fresno County Superintendents, Senator Borgeas and Assemblymember Arambula
- Met with Labor Partners
- Met with Executive Cabinet
- Held Staff Town Hall Meeting
- Participated in weekly call with Fresno County Superintendents
- Attended the Urban Education Dialogue Meeting

Approved by Superintendent  
Robert G. Nelson Ed.D. \_\_\_\_\_



Date: 10/15/21

Fresno Unified School District  
Board Communication

**BC Number AS-1**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Kim Kelstrom, Executive Officer  
Cabinet Approval:



Date: October 15, 2021

Phone Number: 457-3907

Regarding: School Services Weekly Update Report for October 08, 2021

The purpose of this communication is to provide the Board a copy of School Services of California's (SSC) Weekly Update. Each week SSC provides an update and commentary on different educational fiscal issues. In addition, they include different articles related to education issues.

The SSC Weekly Update for October 08, 2021 is attached and includes the following articles:

- Student COVID-19 Vaccine Requirement Announced – October 01, 2021
- One Loophole Remains in Student COVID-19 Vaccination Mandate – October 06, 2021
- Pfizer's Request to OK Shots for Kids a Relief for Parents – October 07, 2021

If you have any questions or require further information, please contact Kim Kelstrom at 457-3907.

Approved by Superintendent  
Robert G. Nelson Ed.D.



Date: 10/15/21



1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

DATE: October 8, 2021

TO: Robert G. Nelson  
Superintendent

AT: Fresno Unified School District

FROM: Your SSC Governmental Relations Team

RE: ***SSC's Sacramento Weekly Update***

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## Bill Signing Update

Over the last two weeks, Governor Gavin Newsom has picked up the pace in signing and vetoing bills that hit his desk during the final week of the 2021 legislative year. His actions over the last several days include signing the following bills, which have implications for local educational agencies (LEAs), into law:

- Assembly Bill (AB) 27 (Chapter 394/2021) is an urgency measure that requires every LEA to ensure that each of their schools identifies all their homeless children and unaccompanied youths
- AB 167 (Chapter 252/2021) is the education budget cleanup trailer bill that makes changes to the education provisions in the 2021–22 Enacted State Budget (see the September 24 *Sacramento Weekly Update* for more details)
- AB 361 (Chapter 165/2021) is an urgency measures that gives local agencies, including LEA governing boards, flexibility in conducting public meetings virtually during a declared state of emergency (see the September 24 *Sacramento Weekly Update* for more details)
- AB 516 (Chapter 281/2021) adds participation in a cultural ceremony or event to the list of reasons that a pupil must be excused from school
- AB 643 (Chapter 324/2021) requires LEAs planning to hold a college or career fair to notify each apprenticeship program in the same county
- AB 945 (Chapter 285/2021) establishes a task force to develop recommendations for best practices, protocols, legislation, and policies that address how to implement all aspects of a student's authority to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies
- Senate Bill (SB) 270 (Chapter 330/2021) authorizes, beginning July 1, 2022, public employee unions to file a special unfair labor practices charge before

the Public Employment Relations Board against public employers that fail to comply with existing law requiring disclosure of employee information to public employee unions

- SB 278 (Chapter 331/2021) stipulates that when a retiree’s California Public Employees’ Retirement System (CalPERS) pension is reduced due to the inclusion of compensation agreed to under a collective bargaining agreement that is later determined to be disallowed, the public employer must cover the difference between the pension as originally calculated and as reduced by CalPERS (see the October 7 *Sacramento Weekly Update* for more details)
- SB 400 (Chapter 400/2021) requires LEA liaisons for homeless youth to ensure the identification of homeless youth through outreach and coordination activities, and ensure homeless youth receive referrals for health and other services. Urgency measures AB 27 and AB 361 and budget bill AB 167 are currently law as they went into effect immediately upon signature by Governor Newsom. The rest of the bills above, except for SB 270, which has a July 1, 2022, implementation date, will go into effect on January 1, 2022.

The Governor has until this Sunday, October 10, 2021, to take action on bills. We are still waiting for him to take action on several noteworthy education measures and will be sure to let you know the fate of those bills in next week’s *Sacramento Weekly Update*, including the following:

- AB 101 (Medina, D-Riverside) would, dependent up an appropriation, add the completion of a one-semester course in ethnic studies to the state’s graduation requirements beginning with the graduating class of 2029–30 (including those attending a charter school) and would require LEAs serving student in grades 9–12 to offer at least a one-semester course in ethnic studies beginning with the 2025–26 school year
- AB 367 (Garcia, D-Bell Gardens) would require all public schools serving students in grades 6–12 to stock specified restrooms with an adequate supply of free menstrual products beginning with the 2022–23 school year
- AB 438 (Reyes, D-San Bernardino) would remove a district’s current protocol to lay off a permanent classified employee and instead replace it with a March 15 layoff notice currently given to certificated employees
- SB 14 (Portantino, D-La Cañada Flintridge) is an urgency measure that would add “for the benefit of the behavioral or mental health of the pupil” to the list of categories of excused absences for purposes of school attendance
- SB 224 (Portantino) would require LEAs and state special schools that offer one or more courses in health education to pupils in middle or high school to include mental health instruction in those courses

*Leilani Aguinaldo*

*Note: There is a good chance the Legislature introduces a bill next year that looks to officially add the COVID-19 vaccine as one of the required inoculations for students to take prior to being able to attend school.*

## **Student COVID-19 Vaccine Requirement Announced**

By Leilani Aguinaldo  
School Services of California Inc.'s *Fiscal Report*  
October 1, 2021

Governor Gavin Newsom [announced](#) today, October 1, 2021, that the California Department of Public Health (CDPH) will add the COVID-19 vaccine to the list of vaccinations that are required for in-person school attendance. The requirement will be phased in by grade span and will apply to all public and private elementary and secondary school students. In addition, all staff will be required to be vaccinated when the requirement takes effect for students.

The student vaccine mandate will be implemented in two phases—first for grades 7–12 and then for grades kindergarten–6. Upon full approval by the Food and Drug Administration (FDA) of a COVID-19 vaccine for age groups within a grade span, the CDPH will initiate the rulemaking process to promulgate the needed regulations that will address the necessary details of the requirement, such as the scope of the exemptions that must be included. The regulations will take effect at the start of the following term, either January 1 or July 1, in order to give parents and local educational agencies (LEAs) sufficient time to prepare and implement the requirement.

With the process outlined today, Governor Newsom anticipates the requirement to apply to students in grades 7–12 starting on July 1, 2022. Students who are within a grade span covered by the new vaccine mandate, but who are under the age captured by full FDA approval for the vaccine, will be required to be vaccinated once they reach the age of full FDA approval, consistent with existing procedures for other vaccines. The FDA has given full approval for the Pfizer COVID-19 vaccine for individuals aged 16 years old and over, and additional FDA approvals are expected in the months to come.

[Health and Safety Code Section 120338](#) allows the CDPH to add to the list of required immunizations for school admission. Requirements established through the regulatory process, however, must include exemptions for both medical reasons and personal beliefs. The mandate will be a condition of in-person attendance, and students who are not vaccinated may enroll in independent study.

Currently, the CDPH requires all K–12 staff to provide proof of full COVID-19 vaccination or submit to weekly testing (see “[State Requires School Staff Vaccinations](#)” in the August 2021 *Fiscal Report*). Today’s announcement removes the testing allowance and will be solely a vaccine mandate when the requirement takes effect for students.

Various school districts around the state have adopted variations of a vaccine mandate for students and/or staff, and many more are in the process of adopting or are considering such a mandate. Governor Newsom encourages LEAs and local public health departments to move forward with their own vaccine requirements while the state mandate establishes a statewide standard. With this announcement, California becomes the first state in the nation to announce a COVID-19 vaccine requirement in schools.

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*Note: The state vaccine mandate allows for personal belief exemptions, meaning students and staff could opt-out of the COVID-19 vaccine for religious or ideological reason.*

## **One Loophole Remains in Student COVID-19 Vaccination Mandate**

By Joe Hong  
*CalMatters*  
October 6, 2021

Nevada Joint Union High School District Superintendent Brett McFadden expects the vast majority of his students and staff to abide by the COVID-19 vaccine mandate issued by Gov. Gavin Newsom on Oct. 1.

But he also expects around 10 of his employees to quit out of personal or political opposition to it.

“It’s a really small number, but the individuals who are upset about it are vocal,” said McFadden, whose district in Nevada County is about 65 miles northwest of Sacramento. “The silent, vast majority of educators are saying, OK, we’ll get vaccinated.”

As a small minority of teachers and parents across the state protest vaccine mandates, one legislator is considering ways to strengthen the new immunization requirement by eliminating a controversial public-health loophole state lawmakers had previously removed for the 10 other required vaccines for California’s students.

“The purpose of these laws is not to make anyone vaccinate their children, it’s to keep schools safe,” said state Sen. Richard Pan of Sacramento, a Democrat and pediatrician who chairs the Senate Health Committee. “You don’t want schools having to close, and people having to be sent home and quarantined.”

The vaccine mandate announced last week will take effect as soon as the U.S. Food and Drug Administration fully approves the vaccine for the different age groups. The Newsom administration expects the first vaccine deadline for grades 7-12 to be July 1, 2022.

The mandate, however, allows for personal belief exemptions. This means students and staff could opt-out of the COVID-19 vaccine for religious or ideological reasons.

The process for a personal belief exemptions for vaccinations vary across the country for students and employees, according to Dorit Reiss, a law professor at UC Hastings.

“Some just ask to check a box on a form,” she said. “Others have a different process like submitting a letter.

“The number one reason to eliminate the personal belief exemption is to be consistent,” Martin said. “This vaccine is no riskier than any other vaccine.”

COVID-19 vaccines do not currently have FDA approval for kids, but are expected to by the time the mandate goes into effect.

Martin said her organization will spend the next months supporting pediatricians and school administrators as they explain the benefits and risks of the COVID-19 vaccine to students and their families.

“Parents are suffering because they really are scared,” she said. “Doctors are really going to need to up their game in terms of taking time and answering their questions.”

However, Martin has less sympathy for teachers and school staff who refuse to get vaccinated for political reasons.

“If they’re not believing in the science or if it’s a political belief, perhaps they need to find other work,” she said. “Perhaps this is going to weed out folks who don’t believe in the science.”

The California Teachers Association President E. Toby Boyd released a statement last week supporting the vaccine mandate for students and said the vast majority of teachers have already been fully vaccinated.

“While recognizing the need for medical and religious exemptions, we believe vaccinations are key for both student and educator safety, keeping our schools open for in-person instruction and for combating this pandemic,” Boyd said.

CTA Spokesperson Lisa Gardiner declined to comment on whether the union would support the elimination of the personal belief exemption if legislators were to propose a bill.

McFadden expects most of his employees, even those opposing the mandate, will eventually get their vaccines so they can keep their jobs. He said when the governor issued a previous mandate requiring teachers to be vaccinated or undergo regular testing, many teachers complained, but most came around.

“They said, ‘I don’t want to do this,’ but then they realized they have to pay the rent,” he said. “I might have 5 or 10 that don’t get vaccinated, and they’ll leave.”

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*Note: On October 26, an independent expert panel that advises the Food and Drug Administration (FDA) will publicly debate the evidence that Pfizer’s COVID-19 vaccine for kids 5–11 is safe and effective, the first step towards the FDA authorizing emergency use.*

## **Pfizer’s Request to OK Shots for Kids a Relief for Parents**

By Jennifer McDermott and Lauran Neergaard

AP

October 7, 2021

Parents tired of worrying about classroom outbreaks and sick of telling their elementary school-age children no to sleepovers and family gatherings felt a wave of relief Thursday when Pfizer asked the U.S. government to authorize its COVID-19 vaccine for youngsters ages 5 to 11.

If regulators give the go-ahead, reduced-dose kids’ shots could begin within a matter of weeks.

That could bring many families a step closer to being done with remote learning, virus scares and repeated school shutdowns and quarantines.

“My son asked about playing sports. ‘After you’re vaccinated.’ He asked about seeing his cousins again. ‘After you’re vaccinated.’ A lot of our plans are on hold,” said Sarah Staffiere of Waterville, Maine, whose 7-year-old has a rare immune disease that has forced the family to be extra cautious throughout the pandemic.

“When he’s vaccinated, it would give our family our lives back,” she said.

Expanding vaccine availability to roughly 28 million more U.S. children is seen as another milestone in the fight against the virus and comes amid an alarming rise in serious infections in youngsters because of the extra-contagious delta variant.

It would also push the U.S. vaccination drive further ahead of much of the rest of the world at a time when many poor countries are desperately short of vaccine.

The Food and Drug Administration must decide whether the shots are safe and effective in younger children.

Many parents and pediatricians are clamoring for protection for youngsters under 12, the current age cutoff for COVID-19 vaccinations in the U.S.

Nine-year-old Audrey Moulder, who lives in the Philadelphia suburb of Drexel Hill, is looking forward to visiting her grandmother without worrying she will give the older woman COVID-19.

“She’s excited because she thinks it’s a responsibility,” said her father, Justin Moulder. “She wants to keep her friends safe and her family safe.”

Dr. Amanda Powell, an internist and pediatrician who runs a clinic in Portland, Maine, is eager to set up worry-free play dates and plan a family trip again once her 9-year-old son is vaccinated.

“We want to be able to resume some normal activities,” she said.

But there are also plenty of parents who are wary about getting the shot themselves and are in no hurry to have their children vaccinated.

Heather Miller, a mother of four from Dexter, Maine, said she wants to wait for follow-up studies on the vaccine. “I’m not 100% against getting it eventually, but I kind of fall into the ‘not right now, wait and see’ category,” she said.

Cindy Schilling, an elementary school principal in West Virginia, which ranks dead last in the percentage of fully vaccinated residents, said it has been a rough start to the year because so many children are testing positive or quarantining at different times, making it hard for teachers and students to stay on track.

Still, she said she often hears parents say they are more concerned about the effects of the vaccine than COVID-19.

“Some parents are all for it and getting it for peace of mind,” she said, “but the majority of parents I’ve talked to will not be getting it.”

While kids are at lower risk of severe illness or death than older people, COVID-19 does sometimes kill children — at least 520 so far in the U.S., according to the American Academy of Pediatrics.

Pfizer and its German partner BioNTech said their research shows younger children should get one-third of the dose now given to everyone else. After their second dose, the 5- to 11-year-olds developed virus-fighting antibody levels just as strong as those that teens and young adults get from regular-strength shots.

On Oct. 26, an independent expert panel that advises the FDA will publicly debate the evidence. If the FDA authorizes emergency use of the kid-size doses, the Centers for Disease Control and Prevention will make a final decision, after hearing from its outside advisers.

To avoid mix-ups, Pfizer is planning to ship the lower-dose vials specially marked for use in children.

It studied the lower dose in 2,268 volunteers ages 5 to 11 and said there were no serious side effects. The study isn't large enough to detect any extremely rare side effects, such as the heart inflammation that sometimes occurs after the second dose of the regular-strength vaccine, mostly in young men.

Moderna has requested FDA permission to use its vaccine in 12- to 17-year-olds and also is studying its shots in elementary school children. Both Pfizer and Moderna are studying even younger children as well, down to 6-month-olds. Results are expected later in the year.

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AP journalist Emma H. Tobin contributed to this report.

Fresno Unified School District  
Board Communication

**BC Number AS-2**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Kim Kelstrom, Executive Officer  
Cabinet Approval: 



Date: October 15, 2021

Phone Number: 457-3907

Regarding: Weekly Attendance Report

The purpose of this communication is to provide the Board information regarding updated attendance accounting requirements for 2021/22, attendance procedures for students out on quarantine, and weekly attendance rates.

Assembly Bill (AB) 130 was signed into law on July 09, 2021. This bill makes changes to Independent Study and adds Education Code Section 46393 which requires LEAs to offer independent study as an educational option and to include a plan for offering independent study to pupils affected by school closures. Students that are provided more than 15-days of independent study are to be offered live interaction, synchronous instruction, tiered reengagement, and a plan for transitioning back to their home school.

Students identified for quarantine by the school nurse are given the option of short-term independent study and are provided simultaneous instruction or receive a short-term independent study packet. A new attendance code was implemented that is used to track students on quarantine based on the quarantine date range determined by the school nurse. This attendance code allows sites to track students learning remotely. Students on quarantine or attending virtually are being provided short-term independent study packets. Once a student submits their assignments, the teacher will value the work, and based on the submission, attendance will be accounted for, which will lead to an increased present attendance rate.

**Weekly Attendance Data**

The data below provides weekly attendance information for the periods of September 27, 2021 through October 08, 2021 and the prior year period of October 12, 2020 through October 16, 2020 for comparison. The data below does not include eLearn Academy students as there are different requirements for capturing attendance for students on independent study contracts and requires compliance with the master agreement to claim attendance.

	Week 9 10/04/21-10/08/21	Week 8 09/27/21-10/01/21	Week 9 - Prior Year 10/12/20-10/16/20
Present Attendance	86.5%	87.4%	92.9%
Students on Quarantine	3.5%	4.1%	0.0%
Excused Absences	4.4%	4.1%	2.7%
Unexcused Absences	5.6%	4.4%	4.4%

For week 9, there were 2,921 students with an excused absence due to quarantine issues. School sites continue to connect with families for tracing and to check on the students' wellbeing. Current enrollment for TK-12 in week 9 was approximately 69,711 students (which includes 4,741 students enrolled at eLearn Academy) compared to 69,718 students last year, a slight decrease of approximately 7 students.

If you have any questions or require additional information, please contact Kim Kelstrom, 457-3907.

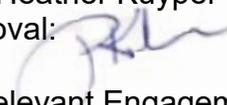
Approved by Superintendent  
Robert G. Nelson Ed.D. \_\_\_\_\_



Date: 10/15/21

Fresno Unified School District  
Board Communication

**BC Number SL-1**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Heather Kuyper-McKeithen, Manager III  
Cabinet Approval: 

Date: October 15, 2021  
Phone Number: 248-7172

Regarding: Relevant Engagement in Arts and Literacy Collaborative

The purpose of this communication is to provide the Board information regarding the Relevant Engagement in Arts and Literacy (R.E.A.L) Collaborative work and the M Street gallery. Fresno Unified was well represented in the Art Hop event that occurred on October 07, 2021. Artwork from J.E Young Academic Center, Fresno High, Bullard, Sunnyside, and Edison was shown in Fresno Unified's three art galleries at the M Street Arts Complex. In addition, students from McLane presented a spoken word performance in the center of the M Street Arts Complex.

The vision of the R.E.A.L Collaborative is to connect powerful, socially relevant themes within a variety of texts and art. This year's theme is focused on the impact of family farms on the Central Valley. Next month's Art Hop exhibit will be filled with work from the Edison region and will take place on Thursday, November 05, 2021. Artwork from the other regions will follow on the first Thursday of each month.

If you have any questions or require additional information, please contact Heather Kuyper-McKeithen at 248-7172.

Approved by Superintendent

Robert G. Nelson Ed.D. 

Date: 10/15/21

Fresno Unified School District  
Board Communication

**BC Number SL-2**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Edith Navarro, Administrator  
Cabinet Approval: 

Date: October 15, 2021

Phone Number: 457-3496

Regarding: Valley Public Broadcasting Service, PBS, Partnership: Reading Explorers

The purpose of this communication is to provide the Board an update on the Valley Public Broadcasting Service (PBS) partnership and literacy programming. In June of 2020, Fresno Unified partnered with Valley PBS to support students in distance learning who had difficulty accessing online instruction during school closures. The first segment of "Reading Explorers" broadcasted on June 22, 2020, taught by Fresno Unified teachers, to help students in Kindergarten (K) through third grade, practice reading skills and reinforce foundational skills. Fresno Unified's Early Learning Department added Pre-Kindergarten (PK) and Transitional Kindergarten (TK) content, expanding the broadcast from 60 to 90 minutes in August of 2020. In addition:

- 1,045 literacy lessons have been filmed since June 2020.
- Subtitles, captions, and lesson transcripts are available in English and Spanish.
- Programming can be accessed: on Channel 18, the Valley PBS YouTube channel, on the PBS website, and on the Fresno Unified website.
- The program has transitioned students back to school teaching cyber safety, COVID-19 school safety protocols, and SORA usage across Fresno Unified school sites.
- The program has been shared as a PBS state resource in California and other states across the nation and was nominated for an Emmy in March of 2021.
- For the 2021/22 school year "Reading Explorers" has changed formats to a 60-minute program with two distinct segments. One segment is designed to support PK-TK and the other to support early foundational skills in K-2 students.

If you have any questions or require additional information, please contact Carlos Castillo at 457-3554.

Approved by Superintendent  
Robert G. Nelson Ed.D. \_\_\_\_\_



Date: 10/15/21

Fresno Unified School District  
Board Communication

**BC Number SL-3**

From the Office of the Superintendent  
To the Members of the Board of Education  
Prepared by: Brett Mar, Athletic Manager  
Cabinet Approval: 

Date: October 15, 2021

Phone Number: 457-3655

Regarding: Mini-Pitch Sports System Donation

The purpose of this communication is to provide the Board information regarding the donation of a Mini-Pitch System.

The United States Soccer Foundation reached out to Fresno Unified on behalf of a funder who wanted to donate a Mini-Pitch System to the school district. Professional soccer player and Executive Director of one of the partner organizations funding the donation, Quincy Amarikwa, and his wife, Sirena Amarikwa suggested the donation be installed within the Edison High School education complex.

The Mini-Pitch System modular sports solution is an all-in-one outdoor sports court for soccer and other activities. The system includes lighting, fencing, goals, benches, lockable storage, and is compliant with the Americans with Disabilities Act (ADA). The system is placed onto an existing concrete/blacktop surface. The value of the Mini-Pitch system is \$100,000.

<https://www.muscatineiowa.gov/DocumentCenter/View/22363/Musco-Lighting-Mini-Pitch-System-Brochure-PDF>

After reviewing a few locations for the Mini-Pitch System, a suitable location was found. This system will be available for use by district schools (physical education classes, clubs, athletic teams) as well as members of the community.

School staff, District Facilities, Risk Management, the Grant's Office, and the Student Engagement Department are excited about this donation and the addition of this one-of-a-kind sports court for our students and community. This Mini-Pitch will also be the first of its kind for our area between San Francisco and Los Angeles.

If you have any questions or require additional information, please contact Brett Mar at 457-3655.

Approved by Superintendent  
Robert G. Nelson Ed.D.



Date: 10/15/21

**MINI PITCH PROGRAM**  
**GRANT AGREEMENT – FISCAL YEAR 2022**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the **16<sup>th</sup> of July 2021** (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **Fresno Unified School District**, (“Grantee”) **FY22-715**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

**1. Foundation:**                   **U.S. Soccer Foundation**  
Attn: Grants Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036

**Grantee:**                           **Fresno Unified School District**  
Attn: Brett Mar  
2348 Mariposa Street  
Fresno, CA 93721

**2. Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.

**3. Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at **Computech Middle School** (the “Grant Project”).

**4. Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by the **30<sup>th</sup> of September 2021**.

**5. Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:

- (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
- (b) Upon completion, the Mini Pitch will be maintained in accordance with Vendor’s recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch following its completion.
- (c) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be built. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
- (d) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the Grant Project.
8. **Grantee Reports:**
- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
  - (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
  - (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.
9. **Publicity Material and Recognition:**
- (a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
  - (b) The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
  - (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation.
10. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), and/or that of its funding partners, on the surface of the Mini Pitch. Unless

Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is built, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.
15. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Foundation Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person’s use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 18 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

16. **Insurance Requirements:**
  - (a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance, or appropriate self-insurance, which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Automobile Liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

- 17. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
- 18. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
- 19. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the County of Fresno, California, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

- 20. **Attorneys' Fees:** The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fee and attorney's fees, incurred by the prevailing party in resolving such dispute.
- 21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
- 22. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
- 23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
- 24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

**Fresno Unified School District**

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

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

Name: Rob Kaler

Name: Robert G. Nelson Ed.D.

Title: COO & General Counsel

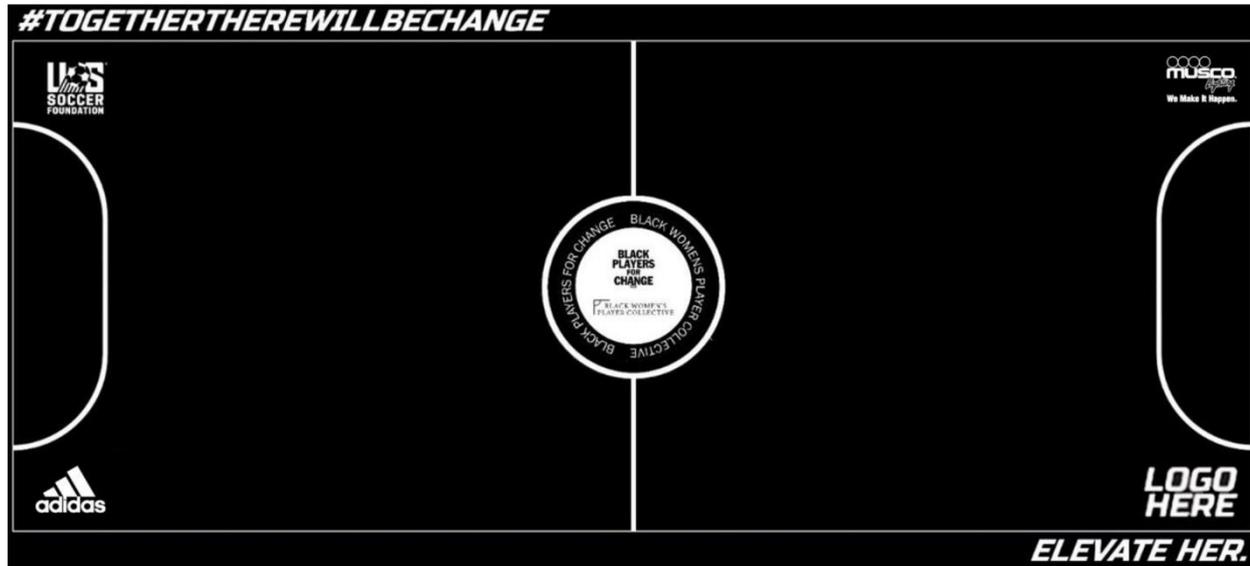
Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

Surface Design:



Sign Boards:



# Mini-Pitch System™

## Modular Sports Solution



**MUSCO**  
Lighting  
We Make It Happen®

**U.S.**  
**SOCCER**  
FOUNDATION

***The Mini-Pitch System™  
modular sports solution has  
an innovative, all-in-one design  
to help communities create  
fun and active play spaces by  
revitalizing public areas.***

Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. The system supports the Foundation's *It's Everyone's Game* movement to ensure that all children have access to the game and its many benefits.

**Complete**

The mini-pitch comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

**Convenient**

Assembly can be done by a three-person crew in approximately 16 hours.

**Customizable**

You'll have options on the size of your pitch and custom signage to ensure it meets your exact needs. Surfacing is handled by another vendor on a project-by-project basis.





*"Since the installation at Santa Fe South, we're seeing kids from different high schools hanging out and playing together almost every night. It's unifying kids using these courts."*

– Mickey Dollens, Executive Director of the Energy Assist Foundation

## Complete System

The Mini-Pitch System™ modular sports solution includes lighting, structural, and electrical components designed and engineered to work together for streamlined installation and reliable operation.

- Factory-built, wired, aimed, and tested.
- Fast, trouble-free installation.
- Rugged reliability, designed to be long-lasting in all weather conditions and atop all surfaces.
- 10-year warranty covers all parts and labor.

## TLC for LED® Lighting

Enjoy the benefits of the LED sports lighting technology of choice at venues around the world.

- Custom optics create a more uniform distribution of light for better visibility.
- Patented glare control preserves darkness around your pitch, keeping neighbors happy.
- Instant on/off and energy efficient operation.

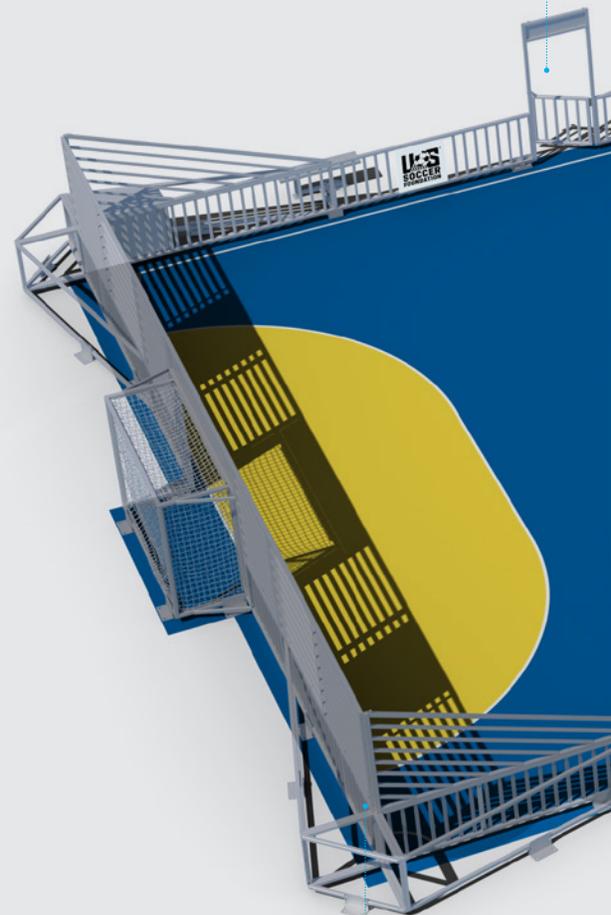
## Control-Link® Service

Your system will be supported by Musco's Control-Link control and monitoring service.

- Manage your lights instantly, from anywhere, with a touch of a smart phone.
- 24/7 support from the Musco Team includes proactive monitoring and scheduling assistance.
- Get a real, live voice on the other end of the phone anytime you call Control-Link Central™ service center.

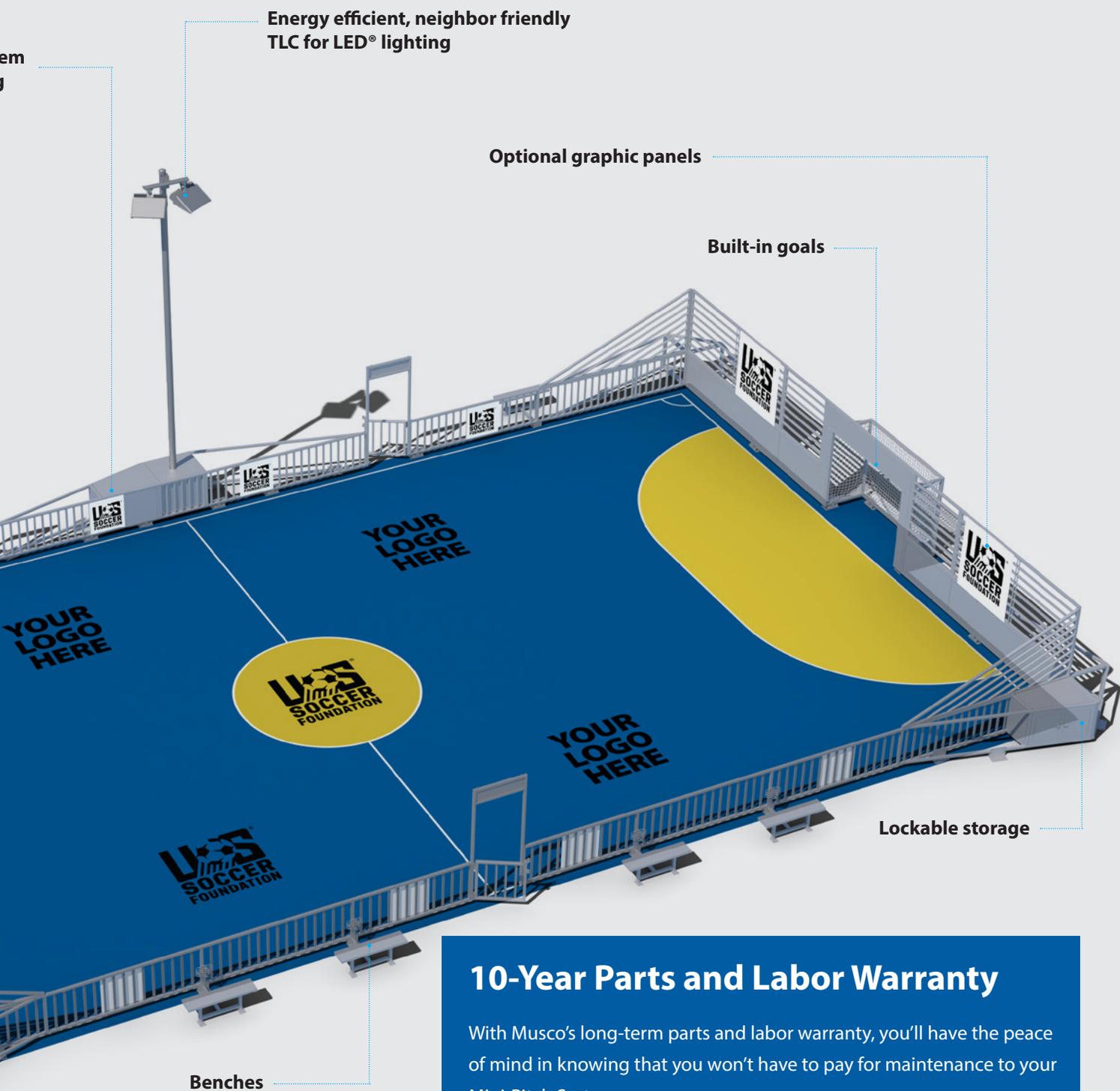
Lighting control system  
with 24/7 monitoring

ADA-compliant access



Galvanized  
and structural

Surfaces provided by others, evaluated on a project-by-project basis.



Energy efficient, neighbor friendly  
TLC for LED® lighting

Optional graphic panels

Built-in goals

Lockable storage

Benches

## 10-Year Parts and Labor Warranty

With Musco's long-term parts and labor warranty, you'll have the peace of mind in knowing that you won't have to pay for maintenance to your Mini-Pitch System.

- No maintenance costs for the next decade.
- Every part and all labor covered.
- Supported by Musco's regionally-based technicians.

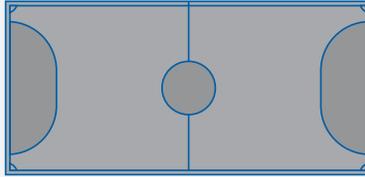
And with the 24/7 proactive monitoring of Control-Link, if any issues with your mini-pitch lighting arise we'll probably know before you do.

*Separate playing surface warranty is provided by the surface contractor.*

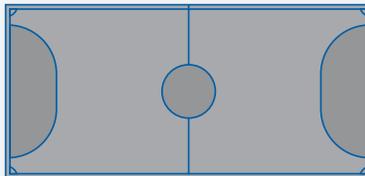
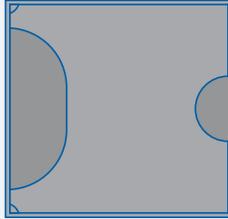
# Your Pitch,

The Mini-Pitch System™ modular sports solution gives

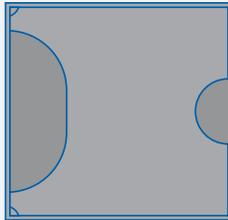
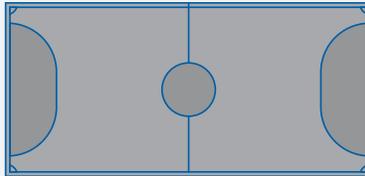
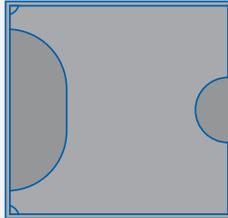
## Size



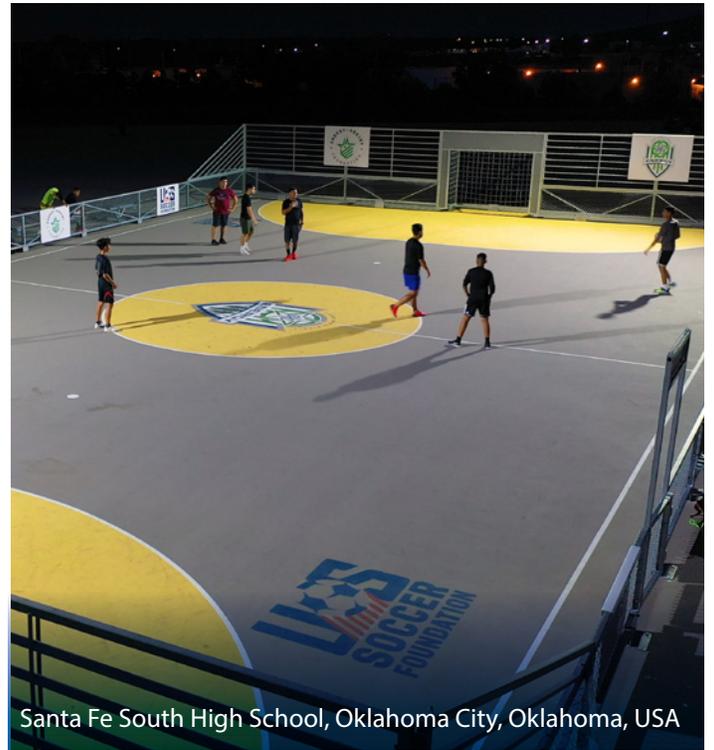
40 ft x 84 ft  
12 m x 25 m



76 ft x 84 ft  
23 m x 25 m



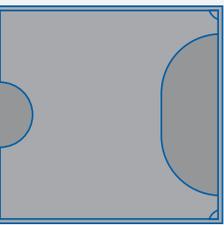
Desert West, Phoenix, Arizona, USA



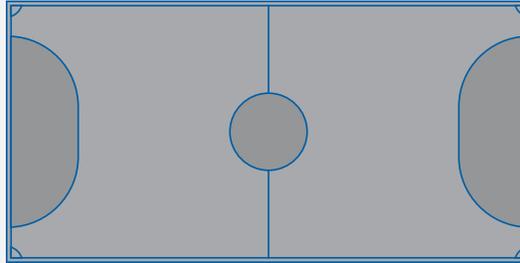
Santa Fe South High School, Oklahoma City, Oklahoma, USA

# Your Way

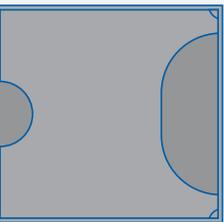
you customization options to meet your exact needs.



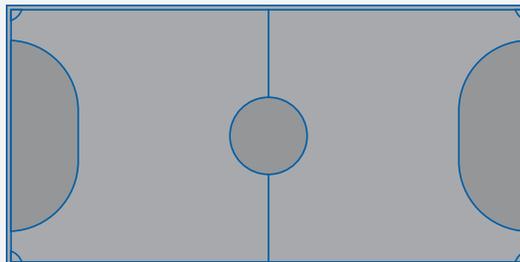
50 ft x 104 ft  
15 m x 31 m



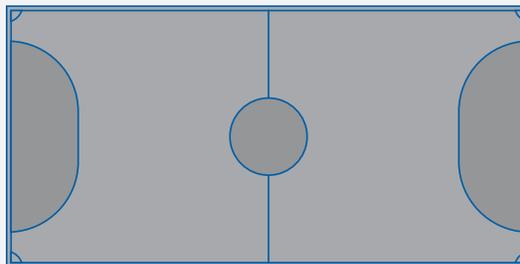
60 ft x 120 ft  
18 m x 36 m



96 ft x 104 ft  
29 m x 32 m



116 ft x 120 ft  
35 m x 36 m



Eakin Elementary School, Columbus, Ohio, USA



Oklahoma State University – Oklahoma City Campus  
Oklahoma City, Oklahoma



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e-mail: [info@usoccerfoundation.org](mailto:info@usoccerfoundation.org)

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