



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

**AGENDA**  
**MARCH 22, 2023**  
**\*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 to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12. The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board President announces the specific agenda item.

Public materials are available for public inspection at our website at: [board.fresnounified.org](http://board.fresnounified.org)

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

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

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

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

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
  - a. Principal
5. 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  
Deny Claim GL22-1028-8613

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

## **PLEDGE OF ALLEGIANCE**

Paul Idsvoog will lead the flag salute.

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

An opportunity is provided to hear comments/reports from Student Board Representatives from Roosevelt High School. Contact person: Dr. Natasha Baker, 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 enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

## **A. CONSENT AGENDA**

### **A-1, APPROVE Personnel List**

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

### **A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board**

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the March 08, 2023, Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

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

Included in the Board binders are the draft minutes for the March 01, 2023, Board Workshop. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Dr. Robert G. Nelson, telephone 457-3884.

### **A-4, ADOPT Resolution 23-40, Vehicle Procurement Delegation**

Included in the Board binders and recommended for adoption is Resolution 23-40, Vehicle Procurement Delegation to approve the procurement of specialty vehicles required for various operational and student transportation uses. The Superintendent recommends adoption. Fiscal impact: Adoption of the resolution has no direct fiscal impact. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-5, APPROVE Position and Adopt Job Description Coordinator I – Human Resources and Classified Management Salary Schedule 261 Duty Days**

Included in the Board binders are the Job description of Coordinator I – Human Resources and the Classified Management 261 Duty Days Salary Schedule with Coordinator I – Human Resources placement on E-20. This position is designated Management, exempt and placed E-20 of the Management Salary Schedule. The Superintendent recommends approval and adoption. Fiscal impact: Sufficient funds are available in the Human Resources budget. Contact person: David Chavez, telephone 457-3548.

### **A-6, APPROVE Position and ADOPT Job Description Coordinator, Farm to School and Classified Management Salary Schedule 261 Duty Days**

Included in the Board binders are the job description of Coordinator, Farm to School and the Classified Management 261 Duty Days Salary Schedule with Coordinator, Farm to School placement on E-15. This position is designated Management, exempt and placed E-15 of the Management Salary Schedule. The Superintendent recommends approval and adoption. Fiscal impact: Sufficient

## **A. CONSENT AGENDA – continued**

funds are available in the Nutrition Services budget. Contact person: David Chavez, telephone 457-3548.

### **A-7, APPROVE Fiscal Agent Change for the After School Education and Safety and 21st Century Community Learning Center Program**

Included in the board binders is the Fiscal Agent Change for 39 site-based after school programs from Fresno County Superintendent of Schools to Fresno Unified beginning in the 2023/24 fiscal year with the After School Education and Safety and 21st Century Community Learning Center grants. The Superintendent recommends approval. Fiscal impact: The Fiscal Agent Change Requests \$13,109,092 in After School Education and Safety and 21st Century Community Learning Center program funds for a three-year period. Fresno Unified is to provide 33% in-kind matching funds for the After School Education and Safety grants as done in previous years. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-8, APPROVE Appointment to Citizens' Bond Oversight Committee**

Included in the Board binders are appointment recommendations to the Citizens' Bond Oversight Committee. It is recommended the Board approve the appointment of two members to the Citizens' Bond Oversight Committee (CBOC), one nominated by Board Clerk Wittrup and one nominated by Board Member Jonasson Rosas. The nominees live within Fresno Unified, and none are a vendor, contractor, consultant, employee or official of the district. The role of the CBOC, which meets quarterly, is to ensure that bond proceeds are expended only for the purposes set forth in the ballot measures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-9, APPROVE Agreement with K-12 Insight**

Included in the Board binders is an agreement with K-12 Insight to provide the Let's Talk customer service communication platform. Let's Talk has multiple features designed to streamline communications and improve the customer service experience for parents, students, and staff including automated workflows, a real-time dashboard and critical alerts. K-12 insights will also provide Customer Service training to staff. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$91,084 are available in the Deputy Superintendent's budget. Contact person: Ambra O'Connor, telephone 457-3838.

### **A-10, APPROVE Agreement with Bright Morning Consulting**

Included in the board binders is an agreement with Bright Morning Consulting. The agreement will allow the consultants to provide The Art of Coaching workshops to all co-administrators and Coaching for Equity workshops to a group of principals and district leaders. The focus of the workshops is aligned with the work of the equity centered pipeline to develop equity centered leaders. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$76,000



## **A. CONSENT AGENDA – continued**

are available in the previously approved leadership development allocation of the Educator Effectiveness Block Grant. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-11, APPROVE Agreement with Fresno Pacific University Center for Community Transformation**

Included in the Board binders is an agreement Contract with The Fresno Pacific University Center for Community Transformation to complete a comprehensive asset and needs assessment by convening a series of Listening Tours. The Listening Tours will take place within the community of the district's five pilot schools: Fort Miller Middle School, Norseman, Birney, Thomas, and Holland Elementary. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$45,000 are available in the Community Schools and Wallace Foundation budgets. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

### **A-12, APPROVE Agreement with ProSolve for 2022/23 Summer Academy**

Included in the Board binder is an Agreement with ProSolve. ProSolve will provide QUEST curriculum for the 2022/23 Summer Academy. Over 40 hours of QUEST course material will be made available to Fresno Unified teachers to help develop students' social and emotional skills and increase engagement. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$805,000 are available in the Extended Learning Department budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-13, APPROVE Agreement with RSS Consulting for New School Bond 2024 Equity-Based Facilities Planning**

Included in the Board binders and recommended for approval is an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning. The Agreement is in the amount of \$26,000 and is for the period of April through October 2023 and will be utilized in conjunction with MGT of America Consulting, LLC (MGT) facility conditions assessments. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$26,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-14, APPROVE Addendum to Agreement with Adjua Ngeena Kembah McNeil**

Included in the Board binders and recommended for approval is an addendum to the existing agreement with Adjua Ngeena Kembah McNeil. The addendum is in the amount of \$25,000 and will support additional services necessary for the expansion of African American Academic Acceleration Afterschool programs to eighteen elementary school sites. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,000 are available in the African American Academic Acceleration budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

## **A. CONSENT AGENDA – continued**

### **A-15, APPROVE Amendment to Agreement with Shaw HR Consulting**

Included in the Board binders is an amended agreement with Rachel Shaw HR Consulting to provide Americans with Disability Act (ADA) consulting and training through June 30, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$23,750 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-16, APPROVE Renewal Agreement with Marsh & McLennan Agency**

Included in the Board binders is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds. Contact person: Patrick Jensen, telephone 457-6226.

### **A-17, APPROVE Property, Liability, and Cyber Insurance for 2023/24**

Included in the Board binders is a summary of quotes received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of insurance coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2023, through March 31, 2024. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district's Liability Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

### **A-18, APPROVE Award of Bid 23-15, Del Mar, Holland, Roeding, and Wishon Elementary Schools HVAC/EMS Replacement Project**

Included in the Board binders is information on Bid 23-15, Del Mar, Holland, Roeding, and Wishon Elementary Schools Heating Ventilation and Air Conditioning / Energy Management Systems (HVAC/EMS) Replacement Project, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment. Staff recommends award to the lowest responsive, responsible bidder(s): Section A: New England Sheet Metal and Mechanical Co. (Fresno, California) \$2,343,400; Section B: New England Sheet Metal and Mechanical Co. (Fresno, California) \$2,437,300. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$4,780,700 are available in Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-19, APPROVE Award of Bid 23-28, Bullard High School Pool Heater Replacement**

Included in the Board binders is information on Bid 23-28, to replace the existing gas-fired pool heaters, pool system controller and auto-fill system with new heaters, pool system controller and auto-fill system. Staff recommends award to

## **A. CONSENT AGENDA – continued**

the lowest responsive, responsible bidder: Knorr Systems, Inc., (Santa Ana, California) \$ 320,147. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$320,147 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-20, APPROVE Award of Request for Proposal 23-20, Nutrition Center Production Line Equipment**

Included in the Board binders is a request for approval for Request for Proposals (RFP) 23-20, Nutrition Center Production Line Equipment, to replace and/or upgrade production line equipment at the Nutrition Center. Staff recommends award to the best value vendors: The Platinum Packaging Group (Paramount, CA), \$1,519,616, Morrison Container Handling Solutions (Glenwood, IL), \$417,800, East Bay Restaurant Supply (Oakland, CA), \$65,500. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,074,916 are available in the General Fund and Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-21, APPROVE Vendor Designation Per Request for Qualifications 22-09, Extended Learning Enrichment Services**

Included in the Board binders is Vendor Designation per Request for Qualifications 22-09, Extended Learning Enrichment Services. In November 2021, the Board approved Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors for enrichment services outside of the regular school day. The RFQ establishes a list of prequalified vendors that maybe used. The term is one year with four one-year renewal terms at the district's discretion. These current vendor designations result from additional vendor proposals occurring after the initial selections in November 2021, which are consistent with the vendor evaluation and selection process set forth in the RFQ. The process is designed to meet the demands, size, and scope of the new enrichment programs. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available through the Expanded Learning Opportunity Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-22, APPROVE Award of Request for Qualifications 23-30**

Included in the Board binders is information on Request for Qualifications 23-30, to qualify vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Personalized Learning Initiative Services. The term is a three-year period with the option to renew for two additional one-year periods and will begin July 01, 2023. The Superintendent recommends approval. Fiscal impact: Funding is available through site budgets and the Curriculum, Instruction, and Professional Learning budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

## **A. CONSENT AGENDA – continued**

### **A-23, DENY Claim GL22-1028-8613**

Included in the Board binders is a Claim for Damages by a minor, case GL22-1028-8613. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

### **A-24, RATIFY Agreement with Doubletree Hotel for Classified Development Training**

Included in the Board binders is an agreement with Doubletree Hotel for the Classified Professional Development Conference, Spring 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$29,683 are available in the Classified Development budget. The Superintendent recommends ratification. Contact person: David Chavez, telephone 457-3548.

### **A-25, RATIFY Change Orders**

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 4 presented for ratification \$13,020  
Change Order 5 presented for ratification \$6,317
- Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacement  
Change Order 1 presented for ratification \$76,409
- Bid 22-21, Francine and Murray Farber Educational Campus  
Change Order 3 presented for ratification \$130,009

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$149,346 are available in the Measure M Fund for Bids 22-01 and 22-21 and \$76,409 is available in the Measure X Fund for Bid 22-13. Contact person: Paul Idsvoog, telephone 457-3134.

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

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

**\*6:45 P.M.**

### **B-26, PRESENT and DISCUSS Safety Concerns at Fresno High School**

At the request of site staff, Fresno High School Staff and students will present an overview of the ongoing additional supports needed for the site. Staff looks to develop trust-building and collaboration with administration and security in order to hold all stakeholders accountable, in accordance with Fresno Unified Mission, Vision, Values, and Goals. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

**\*7:15 P.M.**

**Teleconference Line for Agenda Item B-27  
Dial in: +1 559-512-2623   Passcode: 584346888#**

### **B-27, DISCUSS and ADOPT Transportation Services Plan**

Included in the Board binders is information on the Transportation Services Plan and revenue calculations developed in accordance with Education Code Sections 39800.1 and 41850.1. The Transportation Services Plan is required as a condition of apportionment, which is based on reported district transportation expenditures. The plan must be adopted by the district's governing board by April 01, 2023 and is not required to be submitted to the California Department of Education. The plan adoption will be reviewed in the district's annual audit. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

**\*7:25 P.M.**

### **B-28, PRESENT and DISCUSS the Overview of Recovery Fund Expenditures**

Included in the Board binders is an overview of Recovery Fund Expenditures. At the January 25, 2023, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development was discussed. On March 22, 2023, 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.

### **D. ADJOURNMENT**

**NEXT SCHEDULED MEETING**  
**BOARD WORKSHOP TUESDAY, MARCH 28, 2023**  
**REGULAR BOARD MEETING, WEDNESDAY, APRIL 12, 2023**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-1**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Personnel List**

**ITEM DESCRIPTION:** Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



## Fresno Unified School District

Date: March 22, 2023

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2022-2023.

## ELECTIONS

## Certificated Personnel

1080996	Harshaw	Chad	Teacher, Vocational Education	Rutherford Gaston Middle School	11/14/2022
1083122	Santos	Makenna	Teacher, Deaf/Hard of Hearing	Special Ed	3/8/2023

## Classified Personnel

1061691	Alcaraz	Jesse	Paraprof, Computer Lab Asst II	Roosevelt High School	3/7/2023
1083182	Collins	Brett	Worker, Floor Covering	Maintenance And Operations	3/15/2023
1072144	Cordova	Maiko	Paraprof, Instructional Asst	Gibson Elementary	2/16/2023
1083136	Espinoza	Veronica	Paraprof, Mild/Moderate	Slater Elementary	3/8/2023
1082172	Flores	Elizabeth	Custodian	Education Center-Maintenance &	3/1/2023
1070537	Garcia	Corina	Paraprof, Child Development	Childrens' Center	3/10/2023
1082609	Gleaves	Regina	Paraprof, Mild/Moderate	Malloch Elementary	3/9/2023
1082153	Harris	Laquante	Assistant, Campus Safety	Wawona Middle School	3/2/2023
1083154	Jimenez	Dulce	Paraprof, Mild/Moderate	Easterby Elementary	3/7/2023
1080204	Lee	Steven	Specialist, Hum Res Data II	Human Resources	3/1/2023
1061687	Martinez	Maria	Paraprof, Mild/Moderate	Jefferson Elementary	3/7/2023
1081986	Miller	Madisyn	Paraprof, Mild/Moderate	Kratt Elementary	3/9/2023
1082158	Mitchell	Jade	Paraprof, Moderate/Severe	Kirk Elementary	3/1/2023
1083091	Novella	Diana	Paraprof, Moderate/Severe	Pyle Elementary	3/1/2023
1078004	Olivas	Savina	Dispatcher, Maintenance	Plant Operations	3/8/2023
1081742	Ortiz Zarante	Jorge	Custodian	Winchell Elementary	3/1/2023
1077905	Ramirez	Domingo	Assistant, Campus Safety	Cesar Chavez Adult School	3/7/2023
1053172	Reyes	Desiree	Paraprof, Moderate/Severe	Jefferson Elementary	3/1/2023
1075575	Riggins-Patch	Taylor	Paraprof, Mild/Moderate	Roosevelt High School	3/7/2023
1083121	Romero	Doris	Paraprof, Instructional Asst	Kratt Elementary	3/1/2023
1049869	Sanchez	Diann	Paraprof, Moderate/Severe	Ewing Elementary	3/1/2023
1080805	Vasquez Torres	Claudia	Paraprof, Child Development	Addams Elementary	2/16/2023
1066355	Villasenor	Madeleine	Assistant, School Office	Tioga Middle School	2/27/2023
1083117	Williamson	Baley	Paraprof, Moderate/Severe	Malloch Elementary	3/7/2023
1081734	Yang	Pao	Custodian	Webster Elementary	2/16/2023

## Management Classified

1083186	Sipe	Keith	Manager II, Maint & Oper Serv	Maintenance And Operations	3/13/2023
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## RESIGNATIONS OR RETIREMENTS

## Certificated Personnel

1080533	Arellano Tinoco	Fernando	Teacher, Middle School	Wawona K-8 School	6/8/2023
1076562	Ballard	Meghan	Teacher, Middle School	Hamilton School	3/10/2023



1080594	Briar	Hayley	Specialist, Resource, Sp Ed	Manchester Gate	7/31/2023
1066263	Buettner	Curtis	Teacher, Middle School	Cooper Middle School	11/5/2022
1078047	Chima	Kamaljit	Teacher, Autistic, Sdc	Robinson Elementary	7/31/2023
1074796	Davis	Mikayla	Teacher, Middle School	Sequoia Middle School	6/8/2023
1079302	Garcia	Irene	Teacher, Elementary	Slater Elementary	6/30/2023
1065880	Hendrickson	Anne	Teacher, Music, Elementary	Music/Visual and Perform Arts	3/17/2023
1081041	Her	Tommy	Teacher, Senior High	Mclane High School	7/30/2023
1078097	Macias Hernandez	Yovanna	Teacher, Bilingual	Winchell Elementary	6/19/2023
1070966	Nalchajian	Emma	Teacher, Senior High	Roosevelt High School	6/16/2023
1050492	Nelson	Amanda	Teacher, Middle School	Rutherford Gaston Middle School	6/8/2023
1037709	Sano	Roberta	Teacher, Elementary	Jackson Elementary	6/15/2023
1010117	Scharton	Marcy	Teacher, Middle School	Fort Miller Middle School	6/8/2023-6/30/2023
1051484	Thor	Ger	Teacher, Vocational Education	Terronez Middle School	7/31/2023
1053153	Vue	Annie	Teacher, Senior High	Sunnyside High School	6/30/2023

#### Classified Personnel

1009954	Antonio	Enrique	Plant Coordinator I	Anthony Elementary	7/10/2023
1078714	Baker	Aja	Assistant, Noontime	Balderas Elementary	9/7/2022
1079836	Barajas	Stephanie	Assistant, Noontime	Gibson Elementary	2/15/2023
1073266	Cedillo Rivera	Martha	Paraprof, Mild/Moderate	Anthony Elementary	3/24/2023
1004601	Dunne	Tracey	Assistant, Campus Safety	Edison High School	3/7/2023
1049287	Fernandez	Salvador	Plant Coordinator I	Easterby Elementary	1/15/2024
1052785	Jung	Susanne	Technician, Libr Media-Elem	Addams Elementary	2/28/2023
1031655	Koons	Melanie	Technician, Staff Development	Professional Development E St	2/22/2023
1078974	Martinez	Geraldine	Custodian	Independent Study	10/26/2022
1083036	Matapuku	Debra	Paraprof, Instructional Asst	Kratt Elementary	3/17/2023
1040598	Mathis	Mark	Supervisor, Mobile Unit	Maintenance And Operations	7/3/2023
1077519	Rosas Montero	Christopher	Assistant, Noontime	Kings Canyon Middle School	2/28/2023
1030169	Swanker	Rachel	Paraprof, Moderate/Severe	Tatarian Elementary	7/31/2023
1066951	Vue	Yer	Specialist, Chd Wel & Attnl II	Prevention And Intervention	2/14/2023
1080252	Walker	Jimmy	Assistant, Noontime	Jefferson Elementary	3/10/2023

#### Management Certificated

1071333	Hoke	Vincent	Vice Principal III	Duncan Polytechnical	6/28/2023
1065790	Hweih	Amany	Vice Principal II, Spec Asgn	Instructional Services	5/12/2023

#### Management Classified

1061549	Gaasch	Mitchell	Manager II, Maint & Oper Serv	Maintenance And Operations	3/31/2023
1077999	Polnitz	Troy	Manager II, General	Equity and Access	3/3/2023
1038953	Turner	Natalie	Occupational Therapist	Special Ed	6/30/2023

### LEAVE REQUEST

#### Certificated Personnel

1067492	Frye	Adam	Teacher, Elementary	Birney Elementary	8/1/2023
1066169	Lopez	Marcos	Teacher, Senior High	Mclane High School	4/17/2023

#### Classified Personnel

1070739	Cruz	Aimee	Liaison, Home/School Spanish	Roosevelt High School	8/28/2023
1030658	Figueroa	Maria	Paraeducator, Autism	Ewing Elementary	2/1/2023
1063662	Mendoza	Connie	Paraprof, Instructional Asst	Fremont Elementary	2/27/2023

1077164	Perry	Carl	Paraprof, Mild/Moderate	Sequoia Middle School	3/22/2023
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#### Management Classified

1062988	Gutierrez Vasquez	Crystal	Behavioral Intervention Specialist	Prevention And Intervention	3/1/2023
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### R39-MONTH REEMPLOYMENT RIGHTS

#### Certificated Personnel

1036260	Swartout	Stacey	Teacher, Spec Assgn	Slater Elementary	3/2/2023
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#### Classified Personnel

1064470	Estrada	Karla	Paraprof, Instructional Asst	Leavenworth Elementary	2/27/2023
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### PROMOTIONS

#### Classified Personnel

1061533	Amesquita	Raquel	Nutrition Services Manager	Nutrition Services	3/7/2023
1029254	Boyd	Daniel	Supervisor, Mobile Unit	Maintenance And Operations	3/15/2023
1053035	Cikos	Maja	DHH Sign Interepreter Itinerant II	Special Educ Administration	2/24/2023
1012277	Cooper	Shelly	DHH Sign Interepreter Itinerant II	Special Educ Administration	2/24/2023
1046726	Cruz	Alicia	Developer, Job II	Mclane High School	3/1/2023
1065899	Cruz	Gabriel	Plant Coordinator II	Tioga Middle School	3/9/2023
1071361	Cushing	Johnathan	Worker/Driver, Warehouse I	Warehouse	3/20/2023
1048676	Fabela	Stevan	Driver,Relief Bus	Transportation	2/22/2023
1063649	Galaviz	Elvira	Secretary, Administrative III	Instructional Services	3/3/2023
1006847	Garcia	Santiago	Supervisor, High School Plant	Plant Operations	3/2/2023
1069080	Higareda	Alex	Paraeducator, Community Based	Hoover High School	3/23/2023
1079261	Juarez	Lisa	Paraprof, Moderate/Severe	Ayer Elementary	1/9/2023
1079361	Lee	Pajqhoob	Liaison, Sch/Community Hmong	Duncan Polytechnical	3/24/2023
1064776	Lewis	Gione	Specialist, Tier II Intervention	Prevention And Intervention	3/17/2023
1063277	Lucero	Matthew	Nutrition Services Manager	Nutrition Services	3/7/2023
1062045	Maldonado-Romero	Laura	Nutrition Services Manager	Nutrition Services	2/27/2023
1075189	Margain IV	Manuel	Specialist, Tech Support II	Technology Services	2/28/2023
1061288	Martinez Organes	Maria	Nutrition Services Manager	Nutrition Services	3/7/2023
1069812	Rivera Padilla	Maricela	Liaison, Home/School Spanish	Mccardle Elementary	3/16/2023
1046631	Schneider	Tierza	Specialist, Tier II Intervention	Prevention And Intervention	3/17/2023
1069721	Scott-Rutledge	Aaron	Paraprof, Moderate/Severe	IMC Special Ed	3/24/2023
1066582	Tellez-Lumbert	Magedella	Secretary II	Career Education	3/2/2023
1080572	Thao	Bong	Accountant I	Fiscal Services	3/14/2023
1067286	Villarreal	Alexis	Accountant I	Fiscal Services	3/15/2023
1073981	Villasenor	Daisy	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	3/20/2023
1028029	Xiong	Pa	Plant Coordinator II	Hamilton School	3/3/2023
1047532	Xiong	Xor	Plant Coordinator I	Aynsworth Elementary	3/13/2023

#### Management Classified

1066466	Seely	Vanessa	Manager, Business Operations	Benefits & Risk Management	2/17/2023
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#### Management Certificated

1062105	Ruschhaupt	Ryan	Manager II, Regional Instruct	Special Ed	2/27/2023
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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-3**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Minutes from Prior Meeting**

**ITEM DESCRIPTION:** Included in the Board binders are draft minutes for the March 01, 2023, Board Workshop

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

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**





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

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

**Fresno, California**

**March 01, 2023**

Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93722.

At a Workshop of the Board of Education of Fresno Unified School District, held on March 01, 2023, there were present Board Members Cazares, Davis, Levine, Thomas, Wittrup, and Board President Islas. Student Board Members present were Joseph Aquino and Kristen Laus. Superintendent Dr. Nelson was also present.

Board President Islas CONVENED the Board Workshop at **5:15 p.m.**

### **PLEDGE OF ALLEGIANCE**

Ambra O'Connor led the Flag Salute.

## **BOARD WORKSHOP AGENDA ITEM**

### **PRESENT and DISCUSS Utilization of the Superintendent's Dashboard**

Trustees engaged with staff and participated in interactive learning regarding instructional minutes and the data on the Superintendent's Public Facing Dashboard.

Superintendent Dr. Nelson offered context for the evening's presentation. Referenced the Superintendent's evaluation process and a discussion regarding a priority of the Board of establishing a public facing Dashboard. Tonight's presentation is Phase II and the purpose is to provide the Board an opportunity to ask questions, gain further insight and utilization of the Dashboard, and to help set and follow up with policy when entering the process of literacy. Superintendent thanked Deputy Superintendent Her and team for their work on the Dashboard.

For the record, Deputy Superintendent Her began the presentation and provided an opportunity for Board members to open and review the Dashboard with staff available to provide support.

Board members were given an opportunity to provide feedback or ask questions. A summary is as follows:

**Member Davis:** Requested to have Dashboard set as a favorite for easy access.

**Member Cazares:** Suggested a hover over option be provided for ease of use. Requested if prompts could be added to explain drop-down boxes to help with ease of use.

**Clerk Wittrup:** Requested if prekindergarten (PreK) and transitional kindergarten (TK) could be added with attendance data.

**Member Levine:** Expressed appreciation for the option to compare schools. Asked if Dashboard would be translated into other languages. Requested staff to consider adding suspension/expulsion data. Commented on inconsistency of school names, sometimes full name listed, and other times common name used. Requested if multi-year trend for enrollment could be added.

**Member Jonasson Rosas:** Requested consistent formatting be used and Dashboard be formatted for mobile use.

With no further feedback or questions, Deputy Superintendent Her guided Board members through an activity to build a fourth-grade instructional day working with instructional minutes using iReady data and Dashboard data. The purpose of the activity is to provide insight into time spent on content areas.

Board members were given an opportunity to provide feedback or ask questions. A summary is as follows:

**Member Davis:** Requested clarity as to the number of students in a fourth-grade class.

As a continuation of the activity, and with no further feedback or questions, Deputy Superintendent paired Board members into teams of two and directed teams to name school and come to consensus on one schedule for the school.

After each team was provided time to name school and come to consensus on the schedule, Deputy Superintendent called teams back to the table and discussed requirements set down by the State of California and Fresno Unified School District Collective Bargaining Agreements, as follows:

- State of California minimum requires 300 instructional minutes per day.
- Non-Designated Schools have 310 minutes per day.
- Designated Schools have 340 minutes per day.
- Fresno Unified School District requires transitional kindergarten and kindergarten to have 90 minutes of English Language Arts per day.
- Fresno Unified School District requires transitional kindergarten and kindergarten to have 60 minutes of Mathematics per day.

- Fresno Unified School District requires first through sixth grade to have 120 minutes of Literacy per day.
- Fresno Unified School District requires first through sixth grade to have 90 minutes of Mathematics per day.
- State of California requires 20 minutes of designated ELD per day.
- State of California requires 200 minutes of physical education every 2 weeks.
- State of California requires 40 minutes of Social Studies/History every 2 weeks.
- State of California requires 40 minutes of science every 2 weeks.

After covering requirements, Deputy Superintendent evaluated each school created by paired groups. Each group was over the allowed instructional minutes and Deputy Superintendent noted schedules needed to be refined not only to meet requirements, but to consider music, library time, interventions, and transition time.

Deputy Superintendent posed a few questions: What does the data say? Where will schools get the most return on investments? What will schools do differently in response to the data? How are instructional days created to meet the needs of students? If huge amounts of investments are made into programs with no positive result, why is the program continued?

Deputy Superintendent shared, the Dashboard will have built in iReady results and will align with Board and Superintendent priorities. Information which in past was provided in Board Communications will be available in the Dashboard. The Dashboard will be a tool readily available for use by Board members when meeting with constituents or staff.

**Clerk Wittrup:** We are working with logistics right now, but best practices should dictate what we do and how many minutes we spend. There are defined best practices around Tier 2 Reading Interventions which should dictate over logistics.

**Member Thomas:** When we talk about math interventions or music. If you think about it music is part of math, you are counting, tapping, learning the transitions, it helps with reading, you are reading in a different manner. When principals tell me they do not have time for music, I do not want to hear it, music helps. At what time was handwriting removed?

**Member Levine:** How do the 310 and 340 instructional minutes compare with neighboring districts. Requested an example.

**President Islas:** Expressed appreciation for the exercise as it instills how policy decisions play out in the classroom and how if Board members are attuned to the data, it can help drive investments to yield results. Asked how to counter the narrative of Fresno Unified being a failing school district. Would benefit from hearing explanation and provided talking points on limitations of the data.

Superintendent Dr. Nelson provided an overview as follows:

The Fresno County Superintendent of Schools Office provides support for all Comprehensive Support and Improvement (CSI) schools across the county. CSI schools have gaps in educational data. Fresno Unified leadership reviewed pre and post pandemic data. Pre-pandemic, from 2016 through 2020, although behind the state average, the district was making gains in all grades and all content areas. Post-pandemic all grades all content areas saw deltas. The current version of the SBAC assessment now given is not the same as pre-pandemic. Comparing the two is not equal. 2022/23 assessment data is the new pandemic baseline and should be used to hold the district accountable. The prevailing narrative that all is sackcloth and ashes is not accurate. The district would like to focus on a few things and do them well. Due to the Board's direction the district does not do anything without measurable metrics The Dashboard is the tool to put data into the universe. Superintendent's commitment to the community and the Board, is every single person should know what it means for a first grader to read--phonemic awareness, fluency, and comprehension. The Dashboard must be a tool easy for people to use.

**Clerk Wittrup:** Thrilled to have the Dashboard, to have information at fingertips, and the ability to compare data will be helpful.

Superintendent shared with all due respect, this is a work in progress and at policy level is yours to help us with. Through the process we learn the size of the muscle movement needed to get data on an item. Referenced one of the goals by the Board during the Superintendent's first evaluation was, do not sugar coat the data.

**Clerk Wittrup:** Schedules instructional walks at elementary schools, specifically looking at reading instruction. Commented it is important to capture TK and prekindergarten PreK students as they may not stay at school where they are attending TK and PreK and predicts students will be ready to read. Commented on the importance of capturing enrollments and tracking students to watch the results. On other hand in some elementary schools a pattern is emerging which needs attention such as engagement, pacing, and rigor in the instruction of reading, there is a lot to improve. There are pockets of perfection but not seen overall. Students need to learn to read because of the system not in spite of the system.

Superintendent Dr. Nelson commented there are rockstar people throughout the system that year after year see progress, these people are outliers on the curve and as a district we must develop systems and strategize how to learn everything we can from positive outliers.

Commented on a prevailing narrative that students are not developmentally ready to read in early learning, that is not the thought to have regarding TK and K we want students involved in academic pursuits as early as possible. We do not have total trust from the community and part of this transparency is designed to build trust. The district needs families to entrust their four-year old to us all day; not underwriting daycare but providing families an opportunity to thrive economically by teaching their children all day.

**Member Davis:** Is there data pertaining to closed caption, should we ask families to turn on closed caption when television is on?

**Member Cazares:** How do we use data in general to make sure everyday teachers are adjusting their teaching to ensure students do not fail but are given the opportunity to learn/relearn and not be left behind.

Deputy Superintendent encouraged the Board to continue to review the Dashboard and provide feedback as staff along with Parsec partners will continue the process of refinement. Phase III of the Dashboard will be brought to the Board for review and discussion at a future date.

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

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

#### **D. ADJOURNMENT**

Clerk Wittrup ADJOURNED the workshop at 6:45 p.m.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-4**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT: Adopt Resolution 23-40, Vehicle Procurement Delegation**

**ITEM DESCRIPTION:** Included in the Board binders and recommended for adoption is Resolution 23-40, Vehicle Procurement Delegation to approve the procurement of specialty vehicles required for various operational and student transportation uses. The district has sought to procure specialty vehicles in a manner required by Public Contract Code Section 20111(a), but has been unsuccessful due to the limited number of vendors and the scarcity of such items, as well as the very high demand in the general market for the vehicles arising, in part, from the pandemic including chip shortages.

While the district's procurement of supplies and equipment is normally subject to requirements for competitive bidding, as set forth in Public Contract Code Section 20111 *et seq.*, the California Court of Appeal in *Graydon v. Pasadena Redevelopment Agency*, (1980) 104 Cal. App. 3d 631, determined that there are well-recognized exceptions to requirements for competitive bidding, including when competitive proposals would be unavailing or would not produce an advantage, or where there is no likelihood of acquiring required items through competitive bidding (*Id.* at 635-637). The district has determined that vehicles may be obtained timely and at a reasonable price directly from dealerships or manufacturers.

The district recommends approval of the delegation of authority to purchase specialty vehicles as it represents the best interest of the district by obtaining vehicles in a timely manner to fulfill operational needs and requirements.

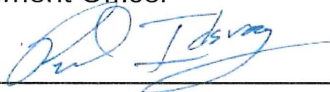
**FINANCIAL SUMMARY:** Adoption of the resolution has no direct fiscal impact.

PREPARED BY: Ann Loorz,  
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:



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## RESOLUTION NO. 22-40

### RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT APPROVING PROCUREMENT OF CERTAIN MOTOR VEHICLES AND DELEGATION OF AUTHORITY TO TAKE RELATED ACTIONS

**WHEREAS**, the Fresno Unified School District (“District”) requires the procurement of certain specialty motor vehicles, and incorporated here by this reference (collectively referred to herein as “Specialty Vehicles”), required for various operational and student transportation uses; and

**WHEREAS**, the District has sought to procure Specialty Vehicles in a manner required by Public Contract Code Section 20111(a), but has been unsuccessful due to the limited number of vendors and the scarcity of such items, as well as the very high demand in the general market for the subject Specialty Vehicles arising, in part, from the pandemic; and

**WHEREAS**, while the District’s procurement of supplies and equipment is normally subject to requirements for competitive bidding, as set forth in Public Contract Code Section 20111 *et seq.*, the California Court of Appeal in *Graydon v. Pasadena Redevelopment Agency*, (1980) 104 Cal. App. 3d 631, determined that there are well-recognized exceptions to requirements for competitive bidding, including when competitive proposals would be unavailing or would not produce an advantage, or where there is no likelihood of acquiring required items through competitive bidding (*Id.* at 635-637); and

**WHEREAS**, the District has not been successful in its efforts to acquire Specialized Vehicles, and thus recommends that the Board find that the acquisition of such items using a competitive bidding process is impractical and unavailing; and

**WHEREAS**, further, normal procurement efforts have failed to produce and advantage for the District in acquiring the needed Specialized Vehicles and it is largely futile for the District in this instance to obtain such items through competitive bidding; and

**WHEREAS**, the District has determined that some or all of the Vehicles may be obtained timely and at a reasonable price directly from dealerships or manufacturers; and

**WHEREAS**, further, it would work an incongruity and not produce any advantage to the District to continue to repeatedly attempt procurement of Specialty Vehicles without success, which in turn would result in failures of District operations and implementation of educational programming associated with such equipment potentially resulting in legal ramifications.

**NOW, THEREFORE**, the District Board of Trustees (“Board”) hereby determines, resolves, and orders as follows:

**Section 1.** The foregoing recitals are true and correct and are adopted as findings of the Board.

**Section 2.** Based on the District’s attempts to procure Specialty Vehicles through competitive bidding, it is not possible or practical to obtain such items while still observing the

requirements of competitive bidding; thus, the acquisition of and delivery of such items in these circumstances is exempt from requirements for competitive bidding consistent with the Court of Appeal's decision in *Graydon v. Pasadena Redevelopment Agency*.

**Section 3.** The Board hereby approves the purchase of Specialty Vehicles, and delegates authority to Ann Loorz to take such action as may be necessary to secure proposed purchase orders, in a collective amount, plus any fees, applicable sales tax and freight, and execute contracts consistent with the direction of the Board contained herein.

**Section 4.** The Board hereby authorizes the Superintendent and/or his designee to take any and all such actions necessary to effectuate the purpose of this Resolution and secure the acquisition of Specialty Vehicles.

**Section 5.** This Resolution shall take effect immediately upon approval and adoption by the Board and shall be operative through June 30, 2024, when administration will report to the Board the then-current status of the market for Specialty Vehicles.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 22<sup>nd</sup> day of March 2023, by the following vote:

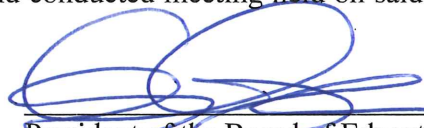
AYES: 6

NOES: 0

ABSTAIN: 0

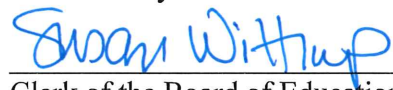
ABSENT: 1

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

  
\_\_\_\_\_  
President of the Board of Education  
Fresno Unified School District

I, Susan Wittrup, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 22<sup>nd</sup> day of March 2023, by the above-described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 22<sup>nd</sup> day of March 2023.

  
\_\_\_\_\_  
Clerk of the Board of Education  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-5**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Position and Adopt Job Description Coordinator I – Human Resources and Classified Management Salary Schedule 261 Duty Days

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

- The job description of Coordinator I – Human Resources. This position is responsible for organizing and coordinating the operation of a variety of human resource services and functions including data gathering, report preparation, salary administration, automated systems, information services, recruitment, classified and certificated staffing to provide timely delivery of high-quality services to meet the needs of the district; performing special project assignments to support the efficient operation of the department plan, and/or other human resources areas as assigned; performing difficult and complex technical assignments and providing technical assistance in the operation, maintenance and training related to Human Resource Services functions. This position is designated Management, exempt and placed E-20 of the Management Salary Schedule.
- The Classified Management 261 Duty Days Salary Schedule with Coordinator I – Human Resources placement on E-20.

**FINANCIAL SUMMARY:** Sufficient funds are available in the Human Resources budget.

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



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FRESNO UNIFIED SCHOOL DISTRICT  
Position Description

<b>TITLE:</b>	Coordinator I, Human Resources	<b>REPORTS TO:</b>	Assigned Supervisor
<b>DEPARTMENT:</b>	Human Resources	<b>CLASSIFICATION:</b>	Management
<b>FLSA:</b>	Exempt	<b>WORK YEAR:</b>	Varies
<b>BOARD APPROVAL:</b>		<b>SALARY:</b>	E-20/Classified Management Schedule

**BASIC FUNCTION:**

Accountable for improving student achievement through the effective management of an assigned area(s); plan, organize, and coordinate the operation of a variety of human resource services and functions including recruitment, staffing, salary administration, data gathering, report preparation, substitute services, compliance with policies and procedures and applicable state and federal regulations, technology and personnel to provide timely delivery of high quality services to meet the needs of the District; supervise, train, provide clear work direction and evaluate the performance of assigned. Works under the direction of the assigned supervisor.

**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.)**

Plan, coordinate and organize unit assignments and determine priorities; lead and train staff. *E*

Assist in routine administrative functions of the Human Resource Services as directed. *E*

Coordinate and ensure integrity of assigned recruitment and hiring processes including screening applicants, developing questions, compiling paper screening, interview results and other related duties. *E*

Communicate with District administrators, departments and outside organizations to coordinate activities, resolve issues or concerns and exchange information. *E*

Maintain confidentiality of privileged and sensitive information related to Human Resources and personnel matters. *E*

Plan, coordinate and participate in the gathering, compiling, review and processing of data about salaries, classifications, job analysis, and other matters; research a variety of sources to provide accurate reports including applicable legal provisions to personnel procedures as related to certificated and classified bargaining unit positions, certificated management, and classified confidential, supervisory and management. *E*

Interpret and explain rules, regulations, policies, procedures, collective bargaining contracts, and leaves of absence as needed, and assist in solving unique problems of certificated and classified employees, management, and the public. *E*

Provide counseling to employees regarding their rights, classification, requirements, retirement, compensation and other related items. *E*

Participate in the development, design, or revision of Human Resources Services forms or related automated information systems. *E*

Provide technical expertise regarding assigned functions; identify internal and external training programs to address competency gaps; make timely recommendations for programmatic changes to area under supervision. *E*

Perform difficult and complex technical assignments and provide technical assistance in the operation, maintenance and training related to Human Resources Services functions. *E*

Perform special project assignments to support the efficient operation of the department plan.

Coordinate events and authorized and review expenditures for events and programs to assist in ensuring appropriate usage of funds. *E*

Maintain open communication and cooperative relationships with others, inspire individual and team development, actively participate in meetings, work groups, and support the goals and objectives of the District and the department. *E*

Prepare Board of Education agenda items as needed. *E*

Attend and/or participate in workshops, meetings and other gatherings related to professional development; compose correspondence and maintain records. *E*

Provide a climate of customer service for District students, district staff, families and community. *E*

Supervise, train and evaluate the performance of assigned personnel. *E*

Perform related duties as assigned.

#### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to: Bachelor's degree in business administration, human resources, or a related field and three years increasingly responsible supervisory and/or management or related experience in area of specialty; experience in human resources systems and procedures and related regulatory compliance preferred.

**Coordinator, Human Resources – Continued**

**Page 3**

#### **LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

## **KNOWLEDGE AND ABILITIES:**

### **KNOWLEDGE OF:**

Planning, organization and direction of the functions of Human Resources, Labor relations, and Bargaining unit contracts.

Compensation practices and personnel procedures and practices.

Interview and selection techniques and methods.

Legal procedures and terminology and negotiation processes.

Budget preparation and control.

Applicable laws, codes, regulations, policies and procedures.

Interpersonal skills using tact, patience and courtesy.

Principles and practices of supervising, training, and providing work direction.

District organization, operations, policies, objectives and goals.

Research methods, report writing techniques and record-keeping techniques.

Principles and practices of effective management techniques.

Oral and written communication skills.

Modern office practices, procedures and equipment.

Reading and writing English communication skills.

### **ABILITY TO:**

Plan, oversee and participate in the review and processing of documents relating to the qualifications and salary placement of certificated and classified personnel.

Attract, recruit, and retain highly qualified employees through effective communication of District Guiding Principles.

Provide technical information and assistance to others concerning employment policies and personnel transactions related to certificated and classified personnel and other human resources matters.

Work independently with little direction and many interruptions.

Understand and follow complex oral and written instructions and complete assignment in an independent manner.

Supervise, evaluate, train and direct the performance of assigned staff members.

Audit and update a variety of personnel files.

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

Communicate effectively both orally and in writing.

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

Actively participate in meeting District Guiding Principles and outcomes.

Analyze situations accurately and adopt an effective course of action.

Analyze operational problems and recommend and implement program improvements.

## **Coordinator, Human Resources – Continued**

**Page 4**

Research, analyze, compile and maintain statistical records, and prepare comprehensive statistical reports, analyses and recommendations.

Focus and appropriately allocate resources toward identified goals.

Plan, prioritize and organize work to meet schedules and timelines.

Demonstrate loyalty and high ethical standards.

Apply integrity and trust in all situations.

Maintain confidentiality of sensitive and privileged information.

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

Add, subtract, multiply and divide quickly and accurately and perform more complex mathematical equations.

Operate a variety of office equipment including a computer and assigned software.

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

#### **WORKING CONDITIONS:**

ENVIRONMENT: Office environment and indoor and outdoor school site environment; driving a vehicle to conduct work; constant interruptions; contact with dissatisfied individuals; intermittent noise; repetitive activities.

#### **PHYSICAL ABILITIES:**

With reasonable accommodations, if necessary, sitting or standing or walking for extended periods of time; hearing and speaking to exchange information, and make presentations; seeing to read various documents related to assigned activities; dexterity of hands and fingers to operate a computer, other office equipment, and a variety of instructional material; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies, files from cabinets, shelves, lift light objects, or other materials.

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

***E = Essential Functions***



# Fresno Unified School District

## Classified Management Daily Salary Schedule 2022-23

Effective February 9, 2023 **PENDING**

### Management 261 Duty Days\*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>E33</b>	Chief Financial Officer	E260	\$677.56	\$713.21	\$750.76	\$790.27	\$831.86
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
<b>E32</b>	Chief Engagement and External Partnership Officer	E259	\$610.56	\$641.09	\$673.15	\$706.81	\$742.15
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
<b>E31</b>	Assistant Superintendent	E159	\$547.59	\$574.97	\$603.72	\$633.91	\$665.60
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
<b>E30</b>	Executive Officer, District & School Accountability & Improvement	E104	\$515.81	\$541.60	\$568.68	\$597.11	\$626.97
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
<b>E29</b>	Administrator (General)	E195	\$484.02	\$508.22	\$533.64	\$560.31	\$588.33
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
<b>E27</b>	Director (General)	E219	\$457.49	\$480.35	\$504.35	\$529.59	\$556.08
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

**Fresno Unified School District****Classified Management Daily Salary Schedule 2022-23**Effective February 9, 2023 **PENDING****Management 261 Duty Days\***

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<b>E27</b>	Director, Fiscal Services	E073	\$457.49	\$480.35	\$504.35	\$529.59	\$556.08
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
<b>E26</b>	Administrative Analyst	E015	\$435.69	\$457.49	\$480.35	\$504.35	\$529.59
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
<b>E25</b>	Manager II (General)	E211	\$414.95	\$435.69	\$457.49	\$480.35	\$504.35
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
<b>E24</b>	Business Operations Manager (General)	E213	\$395.20	\$414.95	\$435.69	\$457.49	\$480.35
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
<b>E23</b>	Manager I, Communications	E142					
	Executive Assistant to Superintendent	E024	\$376.38	\$395.20	\$414.95	\$435.69	\$457.49
<b>E22</b>	Analyst II, Budget	E261	\$358.46	\$376.38	\$395.20	\$414.95	\$434.93
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					
	Project Maintenance & Operations Manager	E256					

# Fresno Unified School District

## Classified Management Daily Salary Schedule 2022-23

Effective February 9, 2023 **PENDING**

### Management 261 Duty Days\*

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	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
<b>E20</b>	Coordinator I, Benefits	E032	\$325.13	\$341.39	\$358.46	\$376.38	\$395.20
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
	Executive Chef	E276					
<b>E19</b>	Coordinator I, Purchasing	E127	\$309.64	\$325.13	\$341.39	\$358.46	\$376.38
	Coordinator I, Workers' Compensation	E175					
<b>E18</b>	Analyst I, Budget	E262	\$294.89	\$309.64	\$325.13	\$341.39	\$358.46
	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
<b>E17</b>	Analyst I, Fiscal Services	E016	\$280.99	\$294.89	\$309.64	\$325.13	\$341.39
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
<b>E16</b>	District Supervisor II, Energy Educator	E135	\$267.48	\$280.84	\$294.89	\$309.64	\$325.13
<b>E15</b>	Athletic Trainer (Certified)	E229	\$254.74	\$267.48	\$280.84	\$294.89	\$309.64
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					

## Fresno Unified School District

### Classified Management Daily Salary Schedule 2022-23

Effective February 9, 2023 **PENDING**

#### Management 261 Duty Days\*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>E13</b>	District Supervisor I, Custodial Services	E030	\$231.07	\$242.61	\$254.74	\$267.48	\$280.84
	District Supervisor I, Graphic Services	E174					

**Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days**

#### A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)

Annual \$500 for B.A. + 90\*

Annual \$1000 for M.A. on all classes\*

Annual \$1500 for Earned Doctorate\*

Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.

\*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

#### B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

#### C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-6**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Position and Adopt Job Description Coordinator, Farm to School and Classified Management Salary Schedule 261 Duty Days**

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

- The job description of Coordinator, Farm to School. This position is responsible for coordinating all district Farm to School programs, including sourcing, outreach, farmer support, and school garden related programs, and implementing programs that support schools in providing fresh, locally sourced foods in school meal programs. This position is designated Management, exempt and placed E-15 of the Management Salary Schedule.

This reflects the need to adequately support expanded nutrition services that (1) coordinate the school nutrition services program with educational opportunities for students in cafeterias, classrooms, and/or outdoor learning spaces; and (2) procure California grown or produced, whole or minimally processed foods for incorporation into school meals, especially foods that are culturally relevant, climate smart, and from small to midsize food producers, veteran food producers, socially disadvantaged food producers, and/or limited-resource farm households in California; and (3) if desired, employ farm to school staff and/or offer farm to school professional development for staff.

- The Classified Management 261 Duty Days Salary Schedule with Coordinator, Farm to School placement on E-15.

**FINANCIAL SUMMARY:** Sufficient funds are available in the Nutrition Services budget.

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



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FRESNO UNIFIED SCHOOL DISTRICT  
Position Description

<b>TITLE:</b>	Farm to School Coordinator	<b>REPORTS TO:</b>	Assigned Supervisor
<b>DEPARTMENT:</b>	Nutrition Services	<b>CLASSIFICATION:</b>	Management
<b>FLSA:</b>	Exempt	<b>WORK YEAR:</b>	Varies
<b>BOARD APPROVAL:</b>		<b>SALARY:</b>	E-15/Classified Management Salary Schedule

**BASIC FUNCTION:**

Under the direct supervision of the Director of Nutrition Services or designee, coordinate all District Farm to School programs, including sourcing, outreach, farmer support, and school garden related programs. Implement programs that support schools in providing fresh, locally sourced foods in school meal programs.

**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.)**

Plan, organize, promote and participate in Farm to School educational programs, presentations to students and families and special events to provide students and families access to high quality options and a variety of activities; coordinate events with District staff, food industry representatives, and health organizations as appropriate. *E*

Organize and maintain Farm to School educational material; recommend materials for classroom teachers as appropriate. *E*

Develop and maintain partnerships with local farmers. *E*

Source and promote local food for District school cafeterias (including produce, meat, and fish). *E*

Seek out and communicate with local farms on behalf of the District. *E*

Develop, maintain, and regularly update farm contacts list. *E*

Research, apply, report, and manage Farm to School grants, working with the appropriate administrative services department to create and manage budgets in grant awards; apply for Farm to School grant opportunities; write/co-write grants to secure resources to support Farm to School efforts. *E*

Participate in and lead strategic planning to expand the Farm to School program. *E*

Work with District staff to ensure efficient and effective incorporation of local products into

**Farm to School Coordinator – Continued**

**Page 2**

the school's nutrition and food service operations. *E*

Engage frequently with local farms to maintain awareness of seasonally appropriate food items. *E*

Be responsible for keeping the budget for Farm to School programs; prepare and submit preliminary budget requests and administer program budgets. *E*

Maintain records and develop reports concerning new or ongoing programs. *E*

Maintain awareness of new developments in the Farm to School field; incorporate new developments into program as appropriate. *E*

Recommend and assist in the implementation of goals, objectives, and strategic plan; establish schedules and methods for providing specialized services; implement policies and procedures. *E*

Communicate regularly with the Director, Nutrition Services to ensure mission and goals are achieved. *E*

Coordinate Farm to School activities, guidelines, and events including, but not limited to school garden activities, culinary trainings, and farm field trips. *E*

Develop partnerships with local organizations to establish local farms as a site for field trips, school garden support, training opportunities, youth development, and special events. *E*

Increase capacity of schools to incorporate specialty crops into meals by arranging for specialized training and support to food service workers. *E*

Visit school sites to coordinate training, observe operations, and oversee and confer with staff; monitor and inspect Farm to School activities to assure food quality, quantity, and sanitation and safety practices meet established standards, requirements, and regulations. *E*

Oversee and participate in the receipt, storage, and rotation of Farm to School items; conduct inventories; estimate and order appropriate amounts of produce. *E*

Communicate with students, staff, administrators, and various outside agencies to exchange information, coordinate activities, and resolve issues or concerns. *E*

Coordinate, attend, and participate in various meetings. *E*

Perform related duties as assigned.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: bachelor's degree in agriculture or closely related field. A minimum of two (2) years' experience in project management working with farmers and/or school food services. Masters' degree in agriculture or closely related, preferred. Experience

in organizing/managing grant-funded programs, especially Farm to School programs, preferred.

Substitution: Additional years of qualifying experience may substitute for the required education on a two-year for one year basis.

#### **LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license; proof of automobile insurance.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Farm to School program

Current nutrition and Farm to School-related programs

Local food systems and sustainable agriculture

Community, regional, state and federal Farm to School resources

Budget preparation and control

Health and safety regulations

Applicable laws, codes, regulations, policies and procedures

Food service organization, operations and activities including the preparation, cooking, and serving of produce items

Methods, practices and procedures of quantity food serving functions

Sanitation and safety practices related to preparing, handling and serving food

General principles, theories and practices of child nutrition

Procurement procedures for Farm to School program in schools

Quality and portion control techniques, practices and procedures

Applicable laws, codes, regulations, policies and procedures

Community relations

Principles and practice of supervision, training and providing work direction

Oral and written communication skills

Interpersonal skills using tact, patience and courtesy

Record-keeping and report preparation techniques

Mathematic calculations and reporting skills

Operation of a computer and related software and other office equipment

##### **ABILITY TO:**

Plan, organize and administer the District-wide Farm to School Program

Communicate effectively both orally and in writing

Interpret, apply and explain rules, regulations, policies and procedures

#### **Farm to School Coordinator – Continued**

**Page 4**

Establish and maintain cooperative and effective working relationships

Meet schedules and timelines

Plan and organize work

Prepare comprehensive narrative statistical reports, related to assigned activities.

Understand and follow complex oral and written instructions and complete assignment in an independent manner

Analyze operational problems and recommend and implement program improvements

Analyze situations accurately and adopt an effective course of action



Work independently with little direction and meet schedules and timelines  
Compose correspondence and written materials independently  
Utilize effective leadership skills that work well within a team setting  
Meet District standards of professional conduct as outlined in Board policies.  
Apply integrity and trust in all situations.  
Actively participate in meeting District goals and outcomes.  
Learn District organization, operations, policies, objectives and goals.

#### **WORKING CONDITIONS:**

ENVIRONMENT: Farm and Agricultural field environments; kitchen environments, subject to heat from ovens, cold from walk-in refrigerators and freezers, intermittent excessive noise; presentation and community organization meeting settings, including office environment, outdoor community events, and diverse school site environments with varied noise levels; driving a vehicle to conduct work; constant interruptions; repetitive activities.

HAZARDS: Exposure to very hot foods, oils and liquids, kitchen and agricultural equipment and metal objects; exposure to sharp knives and slicers; exposure to cleaning agents, fumes, and pesticides.

#### **PHYSICAL ABILITIES:**

With reasonable accommodations, if necessary, hearing and speaking to exchange information in person and on the telephone, via online video conferencing, and making presentations; lifting, carrying, pushing, or pulling moderately heavy objects; standing and walking for extended periods of time; dexterity of hands and fingers to operate kitchen equipment and a computer terminal; carrying, pushing or pulling food trays, carts, materials and supplies; reaching overhead, above the shoulders and horizontally; seeing to monitor food service activities, read, prepare various materials, and drive a vehicle; bending at the waist; standing, walking or sitting for extended periods of time; crouching, climbing and balancing.

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

***E = Essential Functions***

# Fresno Unified School District

## Classified Management Daily Salary Schedule 2022-23

Effective February 9, 2023 **PENDING**

### Management 261 Duty Days\*

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<b>E33</b>	Chief Financial Officer	E260	\$677.56	\$713.21	\$750.76	\$790.27	\$831.86
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
<b>E32</b>	Chief Engagement and External Partnership Officer	E259	\$610.56	\$641.09	\$673.15	\$706.81	\$742.15
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
<b>E31</b>	Assistant Superintendent	E159	\$547.59	\$574.97	\$603.72	\$633.91	\$665.60
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# Fresno Unified School District

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	Coordinator, Farm to School	E277					

## Fresno Unified School District

### Classified Management Daily Salary Schedule 2022-23

Effective February 9, 2023 **PENDING**

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**Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days**

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Annual \$1000 for M.A. on all classes\*

Annual \$1500 for Earned Doctorate\*

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The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

#### B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

#### C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-7**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Fiscal Agent Change for the After School Education and Safety and 21st Century Community Learning Center Program

**ITEM DESCRIPTION:** Included in the board binders is the Fiscal Agent Change for 39 site-based after school programs from Fresno County Superintendent of Schools to Fresno Unified beginning in the 2023/24 fiscal year with the After School Education and Safety and 21<sup>st</sup> Century Community Learning Center grants.

The goal of these site-based after school programs is to provide a safe and educationally enriching environment that will support student academic achievement and the educational goals of the district.

The continued funding of our after-school programs will include the implementation of Senate Bill 1221. This bill requires programs to submit evidence of a data-driven program quality improvement process that is based on the state department's guidance and the 12 Quality Standards for Expanded Learning programs. Programs will be required to submit attendance information, select one or more outcome measures to demonstrate program effectiveness based upon grant requirements, and select at least one of the 12 Quality Standards for Expanded Learning Programs to focus on each year. Data for chosen measures must be submitted annually to the California Department of Education.

A list of the impacted school sites is below.

- Addams Elementary School
- Ayer Elementary School
- Aynesworth Elementary School
- Birney Elementary School
- Burroughs Elementary School
- Calwa Elementary School
- Centennial Elementary School
- Cooper Middle School
- Deborah A. Williams Elementary School
- Edith B. Storey Elementary School
- Elizabeth Terronez Middle School
- Ezekiel Balderas Elementary School
- Fort Miller Middle School
- Heaton Elementary School
- Jackson Elementary School
- King Elementary School
- Kings Canyon Middle School
- Lane Elementary School
- Lincoln Elementary School

- Lowell Elementary School
- Mario G. Olmos Elementary School
- Mayfair Elementary School
- Miguel Hidalgo Elementary School
- Muir Elementary School
- Rowell Elementary School
- Rutherford B. Gaston Sr. Middle School
- Scandinavian Middle School
- Sequoia Middle School
- Slater Elementary School
- Sunset Elementary School
- Tehipite Middle School
- Tioga Middle School
- Turner Elementary School
- Wawona K-8 School
- Wilson Elementary School
- Winchell Elementary School
- Wishon Elementary School
- Wolters Elementary School
- Yosemite Middle School

FINANCIAL SUMMARY: The Fiscal Agent Change Requests \$13,109,092 in After School Education and Safety and 21<sup>st</sup> Century Community Learning Center program funds for a three-year period. Fresno Unified is to provide 33% in-kind matching funds for the After School Education and Safety grants as done in previous years.

PREPARED BY: Jeremy Ward,  
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,  
Chief Academic Officer

DEPUTY SUPERINTENDENT APPROVAL:




# Fiscal Agent Change Request

## Instructions Fiscal Agent Change Request Due Date: March 31

All programs have one eligible entity that is the fiscal agent. For After School Education Safety (ASES), this must be either a local education agency (LEA) or a public agency. For 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) and After School Support and Enrichment for Teens (ASSETs) programs, the fiscal agent can also be a private entity, such as a community-based organization (CBO). The fiscal agent must adhere to the assurances and Education Code Sections that govern the program. California's *Education Code (EC)* allows an ASES program to change its designated fiscal agent if the proposed new fiscal agent is a current entity in a partnership that received the grant and is otherwise eligible to serve as an ASES program fiscal agent (i.e., is an LEA or public agency), and if the California Department of Education (CDE) approves the request (*EC* Section 8482.3[f]).

**The fiscal agent change provision applies to ASES programs, but 21<sup>st</sup> CCLC and ASSETs programs may essentially accomplish such a change through the restructuring of a partnership provision. Partnerships/consortia may be restructured if all of the following conditions are met:**

- (A) All partners or consortium members agree to the restructure.*
- (B) The new structure complies with the requirements of EC Section 8421(f)(8) (if an ASSETs grant), or EC Section 8482.3(f) (if an ASES or 21<sup>st</sup> CCLC grant), as applicable.*
- (C) There is no change in the school, or schools, served by the restructured partnership or consortium.*
- (D) The department agrees to the restructure.*

### **After School Education and Safety Program Requirements for Changing Fiscal Agents:**

- The new fiscal agent must be either a LEA or other public agency.
- The new fiscal agent must be an existing consortium partner of the ASES grant as approved by the CDE (*EC* Section 8482.3[f]).
- The new fiscal agent must submit an updated ASES Program Plan located at <https://www.cde.ca.gov/ls/ex/documents/asesprogramguide.docx> reflecting changes impacted by a new fiscal agent. The required elements of the program plan are contained in *EC* Section 8482.3(g).



## **21<sup>st</sup> Century Community Learning Centers and After School Support and Enrichment for Teens Requirements for Changing Fiscal Agents:**

- The new fiscal agent must be a LEA, CBO, Indian tribe or tribal organization, another public or private entity, or a consortium of two or more such agencies or organizations, or entities.
- The new fiscal agent must be an existing consortium partner of the 21<sup>st</sup> CCLC or ASSETs grant as approved by the CDE.
- The new fiscal agent must continue to implement the program plan outlined in the original grant application.

### **Applying for the Fiscal Agent Change Request:**

The new proposed fiscal agent must complete, sign, and submit the attached documents by **March 31**:

- Fiscal Agent Change Request form (attached);
- Certified assurances located at <https://www.cde.ca.gov/ls/ex/lawsandpolicy.asp>; and
- Updated Program Plan (ASES only)

In addition, the CDE's General Assurances and Certifications located at <https://www.cde.ca.gov/fg/fo/fm/ff.asp> must be downloaded and kept on file with the new fiscal agent for audits, compliance reviews, etc.

If the fiscal agent change request is granted, it will become effective in the next grant cycle beginning on July 1.

If you have any questions, please contact your Education Programs Consultant located at <https://www.cde.ca.gov/ls/ex/sosexplearncontacts.asp> or the Expanded Learning Division at 916-319-0923.

Fiscal agent change requests, including all required attachments and signatures, must be postmarked by **March 31**. Submit the request to:

Attn: Fiscal Agent Change Request  
Expanded Learning Division  
California Department of Education  
1430 N Street, Suite 3400  
Sacramento, CA 95814

## Fiscal Agent Change Request

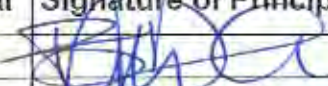



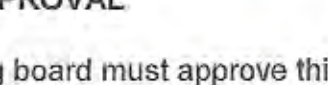
<b>Grantee Agency Name:</b>	Fresno County Office of Education
County District Code or Federal Employer Identification Number:	<b>10101080000000</b>
Grant Identification Number:	10-14349-1010-1A, 10-14349-1010-2A, 10-24239-1010-EZ
Name of Authorized Agent:	Dr. Michele Cantwell-Copher
Title of Authorized Agent:	Superintendent
Address:	1111 Van Ness Ave.
City, State, Zip Code:	Fresno, CA 93721
Phone Number:	559-265-3000
E-mail Address:	mcopher@fcoe.org
<b>New Fiscal Agency Name:</b>	Fresno Unified School District
County District Code or Federal Employer Identification Number:	<b>10 62166 00000000</b>
Grant Identification Number:	10-23939-6216-EZ
New Authorized Agent Name:	Robert G. Nelson Ed.D.
Title of New Authorized Agent:	Superintendent
Address:	2309 Tulare St.
City, State, Zip Code:	Fresno, CA 93721
Phone Number:	559-457-3882
E-mail Address:	bob.nelson@fresnounified.org
<b>Justification for Proposed Change:</b> The purpose is to transition district site-based programs under one singular fiscal agent.  Fresno Unified School District is requesting to be the local education agency (LEA) responsible for providing a safe and educationally enriching environment that will improve student academic achievement as well as support the educational goals of the district for the 39 sites listed:  Addams Elementary School, Ayer Elementary School, Aynesworth Elementary School, Birney Elementary School, Burroughs Elementary School, Calwa Elementary School, Centennial Elementary School, Cooper Middle School, Deborah A. Williams Elementary School, Edith B. Storey Elementary School, Elizabeth Terronez Middle School, Ezekiel Balderas Elementary School, Fort Miller Middle School, Heaton Elementary School, Jackson Elementary School, King Elementary School, Kings Canyon Middle School, Lane Elementary School, Lincoln Elementary School, Lowell Elementary School, Mario G. Olmos Elementary School, Mayfair Elementary School, Miguel Hidalgo Elementary School, Muir Elementary School, Rowell Elementary School, Rutherford B. Gaston Sr. Middle School, Scandinavian Middle School, Sequoia Middle School, Slater Elementary School, Sunset Elementary School, Tehipite Middle School, Tioga Middle School, Turner Elementary School, Wawona K-8 School, Wilson Elementary School, Winchell Elementary School, Wishon Elementary School, Wolters Elementary School, and Yosemite Middle School.	
Grantee Authorized Agent Signature:	Date: 1/11/23
New Authorized Agent Signature:	Date: 1/10/23



## Signatures and Approvals

### PART A—SCHOOL PRINCIPAL APPROVAL


The principal of each school to be served by the program must approve this application (EC Section 8482.3[f][2]) and commits to supporting the program (EC Section 8483.3[c][6]). As a partner in the application, the principal agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site (EC Section 8482.3[f][1]) or at a site not located on the school campus that meets EC requirements (EC Section 8486).

County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006068	Addams Elementary	Beth Doyle		12/16/22
10621666101091	Ayer Elomontary	Lauren Trzeciak		12/16/22
10621666006076	Aynsworth Elementary	Cha Vang		12/16/22
10621666006092	Birney Elementary	Kristina Montoz		12/16/22
10621666006126	Calwa Elementary	Antonio Sanchez		12/16/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

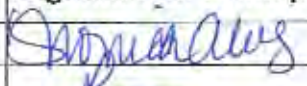
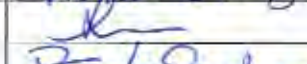



**Note:** Directly funded charter schools applying for this grant funding are not required to obtain the superintendent's signature for approval.

County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23

## Signatures and Approvals

### PART A—SCHOOL PRINCIPAL APPROVAL

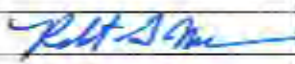
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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006142	Centennial Elementary	Monica Alvarez		12/16/22
10621666057285	Cooper Middle	Sandra Auble		12/16/22
10621660113811	Deborah A. Williams Elementary	Bonifacio Sanchez		12/21/22
10621666111249	Edith B. Storey Elementary	Gia Pichhi-Shirley		12/17/22
10621666112882	Elizabeth Terronez Middle	Zerina Hargrove-Brown		12/21/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

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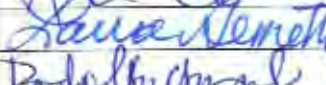
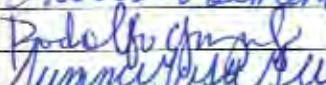
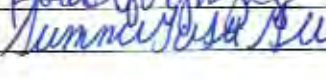
County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23



## Signatures and Approvals

### PART A—SCHOOL PRINCIPAL APPROVAL

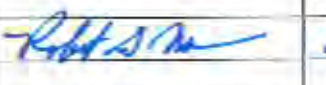
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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666109961	Ezekiel Balderras Elementary	Toua Chang		12/22/22
1062166605/293	Fort Miller Middle	Abraham Olivares		12/16/22
10621666006274	Heaton Elementary	Laura Gemetti		12/16/22
10621666006308	Jackson Elementary	Rodolfo Gonzalez		12/16/22
10621666088546	King Elementary	Summer Gaston-Gehris		12/21/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

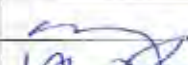
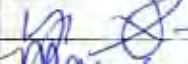

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County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
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## Signatures and Approvals

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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666057327	Kings Canyon Middle	Richard Perez		12/16/22
10621666006357	Lane Elementary	Yi Xiong		12/16/22
10621666006365	Lincoln Elementary	Marisa Favila		12/21/22
10621666006373	Lowell Elementary	Jennifer Her-Yang		12/19/22
10621660113829	Mario G. Olmos Elementary	Sherry Tharpe		12/10/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

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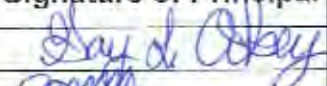

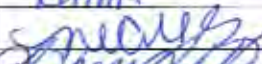
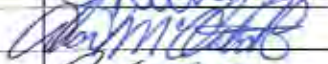

County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23



## Signatures and Approvals

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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006407	Mayfair Elementary	Gay Ockey		12-16-22
10621666105746	Miguel Hidalgo Elementary	Xee Motia		12-16-22
10621666006415	Muir Elementary	Nicole Jones		12-16-22
10621666006472	Rowell Elementary	Alice McClintock		12-16-22
10621660129338	Rutherford B. Gaston Sr. Middle	Courtney Curtis		12-16-22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

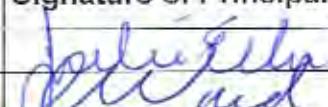

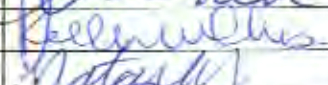
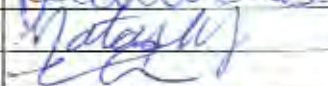

**Note:** Directly funded charter schools applying for this grant funding are not required to obtain the superintendent's signature for approval.

County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23

## Signatures and Approvals

### PART A—SCHOOL PRINCIPAL APPROVAL


The principal of each school to be served by the program must approve this application (EC Section 8482.3[f][2]) and commits to supporting the program (EC Section 8483.3[c][6]). As a partner in the application, the principal agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site (EC Section 8482.3[f][1]) or at a site not located on the school campus that meets EC requirements (EC Section 8486).

County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006480	Scandinavian Middle	Julie Goorabian-Ellis		12-21-22
10621666057335	Sequoia Middle	Matt Ward		12-16-22
10621666085138	Slater Elementary	Kelli Wilkins		12-16-22
10621666088942	Sunset Elementary	Natanska Vallierra		12-16-22
10621666088538	Tehipite Middle	Marilyn Lopez-Cuevas		12/16/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

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County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621680000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23



## Signatures and Approvals

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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666061196	Tioga Middle	Kevin Evangelinos		12/16/22
10621666006522	Turner Elementary	Lisa McDannol		12/16/22
10621660136150	Wawona K-8	Delia Nuno		1/5/23
10621666006563	Wilson Elementary	Meegan Grant		12/16/22
10621666006571	Winchell Elementary	Karina Stenfort		12/16/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f][3]) and to operate a program on their site(s) (EC Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

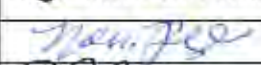



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County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23

## Signatures and Approvals

### PART A—SCHOOL PRINCIPAL APPROVAL


The principal of each school to be served by the program must approve this application (*EC* Section 8482.3[f][2]) and commits to supporting the program (*EC* Section 8483.3[c][6]). As a partner in the application, the principal agrees to share responsibility for the planning and quality of the program (*EC* Section 8482.3[f][3]) and to operate a program on their site (*EC* Section 8482.3[f][1]) or at a site not located on the school campus that meets *EC* requirements (*EC* Section 8486).

County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006589	Wishon Elementary	Noemi Parayno		1-9-23
10621666006597	Wolters Elementary	May Her		12/16/22
10621666061204	Yosemite Middle	Nichole Horn		12/16/22
10621666006118	Burroughs Elementary	Lorena Federico		12/16/22

### PART B—DISTRICT APPROVAL

The LEA superintendent or charter school governing board must approve this application (*EC* Section 8482.3[f][2]). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (*EC* Section 8482.3[f][3]) and to operate a program on their site(s) (*EC* Section 8482.3[f][1]) or at a site(s) not located on the school campus that meets *EC* requirements (*EC* Section 8486).

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County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23



## Signatures and Approvals

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County District School Code	School Name	Name of Principal	Signature of Principal	Date
10621666006589	Wishon Elementary	Noomi Parayno		
10621666006597	Wolters Elementary	May Hor		12/16/22
10621666061204	Yosemite Middle	Nichole Horn		

### PART B—DISTRICT APPROVAL



The LEA superintendent or charter school governing board must approve this application (EC Section 8482.3[f](2)). As a partner in the application, the superintendent or governing board agrees to share responsibility for the planning and quality of the program (EC Section 8482.3[f](3)) and to operate a program on their site(s) (EC Section 8482.3[f](1)) or at a site(s) not located on the school campus that meets EC requirements (EC Section 8486).

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County District School Code	District Name	Name of Superintendent	Signature of Superintendent	Date
10621660000000	Fresno Unified	Bob Nelson Ed.D.		1/10/23

## PART C—CERTIFICATION AND DESIGNATION OF APPLICANT AGENCY

Each application must designate an applicant agency as the fiscal agent of the grant. The applicant agency must be a LEA or public agency. A "public agency" means a county board of supervisors or, if the city is incorporated, a city council (EC Section 8482.3[f][4]). The applicant agency agrees to clearly demonstrate fiscal accountability and to follow all programmatic, fiscal reporting, accountability, and auditing standards, as well as all legal and legislative requirements of state and federal funding (EC section 8482.3[f][5] and 8483.3[c][9]).

Agency Name: <b>Fresno Unified School District</b>	
Name of Superintendent <b>Robert G. Nelson Ed.D.</b>	
Signature of Superintendent 	Date: 

## After School Education and Safety Program

### California Education Code Certified Assurances

#### Page 1

These Certified Assurances, per California *Education Code (EC)*, are required as part of the After School Education and Safety Universal and Renewal grant application.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances on the California Department of Education's (CDE) Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>. Grantees should not submit General Assurances to the CDE.

On behalf of the applicant agency, the Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* Section 8482.3[c][1][A], 8482.3[f][6], and 8483.3[c][1]).
2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* sections 8482.3[c][1][B], 8482.3[f][6], and 8483.3[c][2]). Such activities might involve Science, Technology, Engineering, and Mathematics, The arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
3. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with *EC* Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* sections 8482.3[d][1], 8482.3[d][2], and 8483.3[c][8]).
4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).
5. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (*EC* Section 8482.3[f][5]).



## **After School Education and Safety Program**

### **California Education Code Certified Assurances**

#### **Page 2**

6. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (*EC* sections 8482.3[f][7], 8482.3[f][8], 8483.3[c][11], and 8484[a]).
7. The program will provide attendance data on participating pupils in the expanded learning program and the continuous quality improvement process to the CDE on an annual basis (*EC* sections 8482.3[f][10][A] and 8484[a][1][A]).
8. As required by the CDE, programs will submit program attendance on a semiannual basis (*EC* sections 8482.3[f][10][B] and 8484[a][1][B]).
9. The program will review their after school program plans every three years. The review is to include, but not limited to program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after school program plan for a minimum of five years (*EC* sections 8482.3[g][1][A] and 8482.3[g][1][F]).
10. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (*EC* Section 8482.3[g][2]).
11. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (*EC* Section 8482.5[b]).
12. Every pupil attending a school operating a program is eligible to participate in the program, subject to program capacity (*EC* Section 8482.6).
13. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (*EC* Section 8482.6).

## **After School Education and Safety Program**

### **California Education Code Certified Assurances**

#### **Page 3**

14. Offsite programs shall align the educational and literacy component of the program with participating pupils' regular school programs (*EC* sections 8482.8[a][2] and 8484.6[a]). Offsite programs will ensure communication among teachers in the regular school program, after school staff and parents of students. Offsite programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils (*EC* Section 8482.8[a][2]).
15. A program that requests approval to operate an offsite program shall describe the manner in which the applicant intends to provide safe, supervised transportation between school sites; ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils; and coordinate the educational and literacy component of the before and after school components of the program with the regular school programs of participating pupils. (*EC* Section 8482.8[a][2]). No program located off school grounds shall be approved unless safe transportation is provided to the pupils enrolled in the program (*EC* Section 8484.6[a]).
16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (*EC* Section 8483[a][1]).
17. The program will operate for a minimum of 15 hours per week (*EC* Section 8483[a][1]).
18. The program will operate until at least 6 p.m., on every regular school day (*EC* Section 8483[a][1]).
19. The program will establish a policy regarding reasonable early daily release of pupils from the program (*EC* Section 8483[a][1]).
20. Elementary school and middle school or junior high pupils should participate in the full day of the program every day during which pupils participate (*EC* Section 8483[a][2]).
21. For middle school or junior high school, programs may implement a flexible attendance schedule for those pupils (*EC* Section 8483[a][3]).

## **After School Education and Safety Program**

### **California *Education Code* Certified Assurances**

#### **Page 4**

22. First priority for enrollment of pupils in an after school program shall be given to homeless youth, pupils identified by the program as being in foster care, and to pupils eligible for free or reduced Priced meals (*EC* Section 8483(c)[1][a]) and second priority shall be given to middle school and junior high pupils who attend program daily (*EC* Section 8483(c)[1][b]) After School Education and Safety Program Universal 2019–20.
23. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (*EC* Section 8483.3(c)[3]).
24. The program will provide staff training and development (*EC* Section 8483.3(c)[4]).
25. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3(c)[5]).
26. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3(c)[6]).
27. The program will provide opportunities for physical activity (*EC* Section 8483.3(c)[7]).
28. The program will assume fiscal accountability (*EC* Section 8483.3(c)[9]).
29. The program will meet all of the evaluation requirements (*EC* Section 8483.3(c)[11]) and any such data required by the CDE.
30. The program will engage in the collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3(c)[12]).
31. The program will ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1 (*EC* Section 8483.4).
32. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (*EC* Section 8483.4).



## **After School Education and Safety Program**

### **California Education Code Certified Assurances**

#### **Page 5**


33. Selection of the program site supervisors shall be subject to the approval of the school site principal (*EC* Section 8483.4).
34. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).
35. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* sections 8483.5[e] and 8483.7[b]).
36. The program may provide three days of staff development during regular program hours using funds from the total grant award (*EC* Section 8483.7[a][4]).
37. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (*EC* Section 8483.7[a][7]).
38. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* Section 8483.7[b]).
39. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (*EC* Section 8483.9[a]).
40. The program may expend no more than 15 percent of that funding on administrative costs, which include indirect costs (*EC* Section 8483.9[b]).
41. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to pupils. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (*EC* Section 8483.9[c]).


## After School Education and Safety Program

### California *Education Code* Certified Assurances Page 6

42. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (*EC* Section 8484[a][2]).
43. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (*EC* Section 8484.6[a]).
44. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).
45. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California Education Code Certified Assurances 1—46.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Date

## 21<sup>st</sup> Century Community Learning Centers

### California *Education Code* Certified Assurances

#### Page 1

The California *Education Code* (EC) Certified Assurances listed below are the state legislatively required elements for the 21<sup>st</sup> Century grant. By signing the EC Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a signed copy of the Certified Assurances for their records.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (EC Section 8482.3[c][1][A]).
2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (EC Section 8482.3[c][1][B]).
3. The program will provide snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (EC sections 8482.3[d][1] and 8482.3[d][2]).
4. Each partner in the application agrees to share responsibility for the quality of the program (EC Section 8482.3[f][3]).
5. Programs will follow all fiscal reporting and auditing standards required by the CDE (EC Section 8482.3[f][5]).

## 21<sup>st</sup> Century Community Learning Centers

### California *Education Code* Certified Assurances

#### Page 2

6. The program shall review their after school program plans every three years. This review is to include, but will not be limited to program goals, program content, outcome measures that the grantee will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the department in a manner prescribed by the CDE (*EC* sections 8482.3[g][1][A] through 8482.3[g][1][E]).
7. The program shall commence immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day. Every after school component of the program shall establish a policy regarding reasonable early daily release of pupils from the program (*EC* Section 8483[a][1]).
8. Priority for enrollment of pupils in middle school or junior high school shall be given to pupils who attend daily (*EC* Section 8483[c][1][B]).
9. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (*EC* Section 8483.3[c][3]).
10. The program will provide staff training and development (*EC* Section 8483.3[c][4]).
11. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).
12. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).
13. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).
14. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).
15. The program will meet all of the evaluation requirements (*EC* Section 8483.3[c][11]).

## **21<sup>st</sup> Century Community Learning Centers**

### **California Education Code Certified Assurances**

#### **Page 3**

16. The program will engage in the collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).
17. The program shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The program shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).
18. The program shall submit annual outcome-based data for evaluation (*EC* Section 8484[a]).
19. The program will provide school day attendance on an annual basis (*EC* Section 8484[a][1][A]).
20. The program will provide program attendance on a semiannual basis (*EC* Section 8484[a][1][B]).
21. The program shall submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards (*EC* Section 8484[a][2]).
22. Off-site programs will be aligned with the educational and literacy component of the program with participating pupils' regular school programs. No program located off school grounds shall be approved unless safe transportation is provided to the pupils enrolled in the program (*EC* Section 8484.6[a]).
23. Off-site programs will comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).



## 21<sup>st</sup> Century Community Learning Centers

### California Education Code Certified Assurances

#### Page 4

24. The designated public agency representative for the applicant(s) certifies that an annual fiscal audit will be conducted and that adequate, accurate records will be kept. In addition, each applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (*EC* Section 8484.8[b][3]).
25. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (*EC* Section 8484.8[b][4]).
26. Grant awards shall be restricted to those applications that propose primarily to serve pupils that attend schoolwide programs, as described in Title I of the federal No Child Left Behind Act of 2001 (Public Law 107–110). Competitive priority shall be given to applications that propose to serve pupils in schools designated as being in need of improvement under subsection (b) of Section 6316 of Title 20 of the U.S.C., and that are jointly submitted by school districts and community-based organizations (*EC* Section 8484.8[d]).
27. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources, and shall prepare a plan for continuing the program beyond federal grant funding (*EC* Section 8484.8[e][5]).
28. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (*EC* Section 8484.8[e][6]).
29. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades one to twelve, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California *Education Code* Certified Assurances 1—29.

  
Authorized Signature

1/10/23  
Date

## 21<sup>st</sup> Century Community Learning Centers

### Every Student Succeeds Act Certified Assurances

#### Page 1

The Every Student Succeeds Act (ESSA) Certified Assurances listed below are the federal legislatively required elements for the 21<sup>st</sup> Century grant. By signing the ESSA Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a copy of the Certified Assurances for their records.

Note: Grantees are no longer required to submit ESSA Assurances to the California Department of Education (CDE) and instead, are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances from the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will align the activities provided by the program with the challenging State academic standards (20 United States Code [U.S.C.] Section 7172[c][3][E]).
2. The program will take place in a safe and easily accessible facility (20 U.S.C. Section 7174[b][2][A][i]).
3. The program will coordinate federal, state, and local programs and make the most effective use of public resources (20 U.S.C. Section 7174[b][2][C]).
4. The proposed program will be carried out in active collaboration with the schools that participating students attend (including through the sharing of relevant data among the schools) (20 U.S.C. Section 7174[b][2][D][i]).
5. The program will target students who primarily attend schools eligible for school wide programs under Section 6314 of this title and the families of such students (20 U.S.C. Section 7174[b][2][F]).
6. Sub-grant funds under this part will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local, or non-federal funds (20 U.S.C. Section 7174[b][2][G]).



**21<sup>st</sup> Century Community Learning Centers**  
**Every Student Succeeds Act Certified Assurances**  
**Page 2**

7. The community will be given notice of an intent to submit an application and that the application and any waiver request will be available for public review after submission of the application (20 U.S.C. Section 7174[b][2][L]).
8. The program will provide such other information and assurances as the State educational agency may reasonably require (20 U.S.C. 7174[b][2][N]).
9. The program will maintain in the program's records, and provide to the CDE, a written affirmation signed by officials of each participating private school that the meaningful consultation required under 20 U.S.C. Section 7881(c)(5) has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children. If such officials do not provide such affirmation within a reasonable period of time, the program will forward the documentation that such consultation has, or attempts at such consultation have, taken place to the CDE (20 U.S.C. Section 7881[c][5]).

I acknowledge understanding of and agreement with Every Student Succeeds Act Certified Assurances 1—9.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Date



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-8**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Appointment to Citizens' Bond Oversight Committee**

**ITEM DESCRIPTION:** Included in the Board binders are appointments to the Citizens' Bond Oversight Committee. It is recommended the Board approve the appointment of two members to the Citizens' Bond Oversight Committee (CBOC), one nominated by Board Clerk Wittrup and one nominated by Board Member Jonasson Rosas. The nominees live within Fresno Unified, and none are a vendor, contractor, consultant, employee or official of the district:

- Adam Cholakian (Wittrup) serves on the Tatarian Elementary School Site Council
- Bryce A. Herrera (Jonasson Rosas) serves as a Fresno Community member

Below are membership categories identified by Education Code for representation on citizens' oversight committees:

1. Active in an organization that represents the business community.
2. Active in a senior citizens' organization.
3. Active in a bona fide taxpayers' organization.
4. Parent/guardian of a Fresno Unified student.
5. Parent/guardian of a Fresno Unified student and active in a parent-teacher organization.

The role of the CBOC, which meets quarterly, is to ensure that bond proceeds are expended only for the purposes set forth in the ballot measures.

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

**PREPARED BY:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-9**

**AGENDA SECTION: A - Consent**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with K-12 Insight**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with K-12 Insight to provide the Let's Talk customer service communication platform. Let's Talk is a cloud-based platform that includes a unified inbox; a real-time dashboard to reveal trends and needs; automated workflows; a campaign manager for outbound communications; critical alerts to identify issues before they become crises; and a knowledge base to house FAQs and tutorials. Let's Talk is designed to streamline communications and improve the customer service experience for parents, students and staff.

Let's Talk will administer pulse surveys to district stakeholders at regular intervals to provide insights at a school and district level to identify needs and trends over time. Additionally, the Let's Talk Assistant, the first chatbot specifically designed for K-12 school districts provides 24/7 customer service to help families, community members and other stakeholders get answers to frequently answered questions.

K-12 Insight will also provide training for staff members on understanding and developing exceptional customer service. The Exceptional Customer Service-Learning Series program helps staff develop the skills and strategies necessary to provide an exceptional experience for all customers.

This subscription includes a comprehensive partnership to help support onboarding and implementation, as well as ongoing support with a dedicated Let's Talk customer success team to support district customization and feedback management.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$91,084 are available in the Deputy Superintendent's budget.

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**





# Fresno Unified School District

## Contract Routing Form

Completed independent contract agreement must be attached

### Vendor Number

K12 Insight, LLC

2291 Wood Oak Dr., Herndon, VA 20171

### Vendor Name

703-542-9564

### Address

Adam Dean

### Phone Number

### Vendor Contact

From: 3/24/2023

Through: 6/30/2023

### Term (Duration)

### FUSD Contract Administrator:

Ambra O'Connor

Superintendent's Office

5594573723

Name

Site/Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0189-0849-0000-3130-5110

Annual Cost \$ 91,083.00

Please choose an option

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

Yes ☐

No ☒

### Scope of Work Summary:

#### LET'S TALK

K12 Insight helps school districts deliver superior customer experiences with Let's Talk – the only all-in-one customer experience and intelligence platform purpose-built for education. Let's Talk is reliable, secure, and simple, and backed by industry-leading expertise and the personalized partnership and support school districts need. As an enterprise-wide Software-as-a-Service solution, Let's Talk is easily configurable with easy SSO (Single Sign On) and SIS (Student Information System) integration options, and can be set up in multiple languages to improve equitable access.

Please indicate where the work will be performed: Work to be performed remotely out of st

Date Item is to appear on Board of Education Agenda: 03/22/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management

Signed

3/10/2023

Date

Reviewed & approved by Department Head

Signed

3/10/2023

Date

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



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 030-0189-0849-0000-3130-5110

District Contact Person: Ambra O'Connor

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

Contractor's Vendor Name: K12 Insight, LLC

Contractor's Contact Person: Adam Dean

Contractor's Title: Vice President, Finance

Contractor's Telephone

Number: 703-542-9564

Contractor's E-mail: adean@k12insight.com

Contractor's Address: 2291 Wood Oak Dr., Herndon, VA 20171

This Independent Contractor Services Agreement is made and entered into effective 3/24/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and K12 Insight, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

#### LET'S TALK

K12 Insight helps school districts deliver superior customer experiences with Let's Talk — the only all-in-one customer experience and intelligence platform purpose-built for education. Let's Talk is reliable, secure, and simple, and backed by industry-leading expertise and the personalized partnership and support school districts need. As an enterprise-wide Software-as-a-Service solution, Let's Talk is easily configurable with easy SSO (Single Sign On) and SIS (Student Information System) integration options, and can be set up in multiple languages to improve equitable access.

The cloud-based Let's Talk platform has a user interface that includes a unified inbox; a real-time dashboard to reveal trends and needs; automated workflows; a campaign manager for outbound communications; Critical Alerts to identify issues before they become crises; and a Knowledge Base to house FAQs and tutorials. Let's Talk streamlines communications from the standard "Contact Us" pop-out tab, topical landing pages, custom forms, social media, text messaging, and phone lines.

Let's Talk Telephony Package — includes up to 200 phone lines for texting/calling into Let's Talk,

Let's Talk Assistant — the first chatbot built specifically for K-12 school districts — provides always-on customer service to help district stakeholders get answers to frequently asked questions 24-7.

Let's Talk Pulse Surveys — A Net Promoter Score survey sent to a subset of district stakeholders at regular intervals to provide reporting insights at a school-level to help you understand current community sentiment, and trends over time.

This subscription includes a comprehensive partnership to help support onboarding and implementation, as well as ongoing support with a dedicated Let's Talk customer success team to support customized needs and feedback management.

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 03/24/2023, and shall terminate on 6/30/2023. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 91,083 per quarter, **Not to exceed**. Checks will be made payable to K12 Insight, LLC. Payment shall be limited to amount written in this paragraph, **unless specifically indicated in Paragraph 5.** District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- 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): \$ 91,083.00
- 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.precpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

Contractor's initials \_\_\_\_\_

District's initials \_\_\_\_\_

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

12. Termination of Agreement. The District may terminate this agreement for reasons of material breach by the Supplier that is not cured within thirty calendar days (30) days following written notice of such material breach. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination.

The District may then proceed with the work in any manner the District deems proper.

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

### 13. Confidential Information

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

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

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

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

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

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

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

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

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

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

**The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials

District's initials

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.



27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: K12 Insight

*Name:* Adam Dean

*Address:*

2291 Wood Oak Drive  
Herndon, VA 20171

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.
34. Hierarchy of Documents. In the event of a discrepancy between the documents that form this agreement, the below listed sequence defines the priority and precedence for interpreting and executing the agreement.
- a. Amendments to the contract executed by the District's Purchasing Department and the Supplier.
  - b. District's Contract
  - c. K12 Insight Sales Order Form Attachment A
  - d. K12 Insight Terms of Service Attachment B
  - e. K12 Insight Privacy Policy Attachment C

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

**DISTRICT**

Fresno Unified School District  
Patrick Jensen, Interim Chief Financial Officer

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

**CONTRACTOR**

K12 Insight, LLC

\_\_\_\_\_  
*Name:* Adam Dean

*Title:* Vice President, Finance

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

**Risk Management**

Approved As To Form:  
Stacey Sandoval, Executive Director

\_\_\_\_\_  
*Signature of Stacey Sandoval*

\_\_\_\_\_  
3/10/2023

*Date*



## AMENDMENT TO K12 INSIGHT TERMS OF SERVICE

This AMENDMENT TO K12 INSIGHT TERMS OF SERVICE ("Amendment") is dated as of March 24, 2023 (the "Effective Date"), by and between K12 Insight LLC, located at 2291 Wood Oak Drive, Suite 300, Herndon, Virginia 20171 ("K12 Insight"), and Fresno Unified School District ("Fresno," or "Client"), collectively, the "Parties".

WHEREAS the Parties intend to enter into a *K-12 Solutions for Customer Service and Sustained Stakeholder Engagement* for the Let's Talk! platform (the "Original Contract").

WHEREAS the Parties hereby agree to amend the K12 Insight Terms of Service in reference to the Original Contract.

In consideration of the mutual covenants contained herein, each of K12 Insight and BPS271 mutually covenant and agree as follows:

### 1. Changes to Section 19. GENERAL PROVISIONS

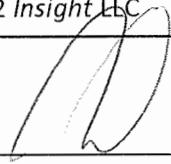
- a) **19.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in **Fresno, California** for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that **Fresno, California** is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.
- b) **19.2 Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 INSIGHT. For any dispute with K12 Insight, you agree to first contact us [privacy@k12insight.com](mailto:privacy@k12insight.com) and attempt to resolve the dispute with us informally. In the unlikely event that K12 Insight has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in **Fresno, California**, unless you and K12 Insight agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable **attorneys'** fees and reasonable costs for expert and other witnesses. If

you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable **attorney's** fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing K12 Insight from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

The Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, referenced and incorporated herein is the entire agreement between the Parties.

All other terms and conditions governing the Original Contract will remain unchanged.

#### AUTHORIZED SIGNATURES

<b>By</b>	Fresno Unified School District	<b>By</b>	K12 Insight LLC
<b>Signature</b>		<b>Signature</b>	
<b>Print</b>		<b>Print</b>	Adam Dean
<b>Title</b>		<b>Title</b>	Vice President of Finance
<b>Date</b>		<b>Date</b>	3/13/2023

Attachment A



**K-12 SOLUTIONS FOR CUSTOMER SERVICE  
AND  
SUSTAINED STAKEHOLDER ENGAGEMENT**

**SALES ORDER FORM**

K12 Insight LLC

2291 Wood Oak Drive, Suite 300  
Herndon, VA 20171

Max Lush  
Regional Account Director

Tel: 703-542-9616  
Fax: 703-935-1403

[mlush@k12insight.com](mailto:mlush@k12insight.com)  
[www.k12insight.com](http://www.k12insight.com)

## CLIENT INFORMATION

<b>Name</b>	Fresno Unified School District - CA		
<b>Address</b>	2309 Tulare Street		
<b>City, State Zip</b>	Fresno, CA 93721		
<b>Proposal Date</b>	1/31/2023	<b>Student Enrollment</b>	69,500

## DATES AND TERM OF INITIAL CONTRACT

Term	Start Date	End Date	Total
Partial Year	3/24/2023	6/30/2023	\$91,083
Year 1	7/1/2023	6/30/2024	\$273,250

The pricing and terms in this proposal are valid for 30 days from proposal date.

## CUSTOMER EXPERIENCE PLATFORM SERVICES

☒ **SUBSCRIPTION TO LET'S TALK**

K12 Insight helps school districts deliver superior customer experiences with **Let's Talk** — the only all-in-one customer experience and intelligence platform purpose-built for education. **Let's Talk** is reliable, secure, and simple, and backed by industry-leading expertise and the personalized partnership and support school districts need. As an enterprise-wide Software-as-a-Service solution, **Let's Talk** is easily configurable with easy SSO (Single Sign On) and SIS (Student Information System) integration options and can be set up in multiple languages to improve equitable access.

The cloud-based **Let's Talk** platform delivers easy-to-deploy, self-service tools and an intentionally simple, yet powerful user interface. This includes a unified inbox; a real-time dashboard to reveal trends and needs; automated workflows; a campaign manager for outbound communications; Critical Alerts to identify issues before they become crises; and a Knowledge Base to house FAQs and tutorials. **Let's Talk** streamlines communications from the standard "Contact Us" pop-out tab, topical landing pages, custom forms, social media, text messaging, and phone lines.

**Let's Talk Telephony Package** — includes up to 200 phone lines for texting/calling into **Let's Talk**,

**Let's Talk Assistant** — the first chatbot built specifically for K-12 school districts — provides always-on customer service to help district stakeholders get answers to frequently asked questions 24-7.

**Let's Talk Pulse Surveys** — A Net Promoter Score survey sent to a subset of district stakeholders at regular intervals to provide reporting insights at a school-level to help you understand current community sentiment, and trends over time.

**TRAINING IN CUSTOMER SERVICE**

K12 Insight will provide training for departmental staff members on understanding and developing exceptional customer service. The Exceptional Customer Service-Learning Series program helps staff develop the skills and strategies necessary to provide an exceptional experience for all customers. Instruction is led by a distinguished training professional.

This subscription includes a comprehensive partnership to help support onboarding and implementation, as well as ongoing support with a dedicated **Let's Talk** customer success team to support customized needs and feedback management.



**PARTIAL YEAR SERVICES: 03/24/2023 to 06/30/2023****Let's Talk Platform Services**

Quantity	Service	Unit	Cost
1	Subscription to Let's Talk Platform + LT Assistant	per student, per year	\$81,083
1	Let's Talk Pulse Surveys	per student, per year	\$0
1	Let's Talk Telephony Package	per 200 phone lines	\$0
1	In-Person Training in Customer Service	Per day	\$10,000
<b>TOTAL for Let's Talk Platform Services</b>			<b>\$91,083</b>

**YEAR ONE SERVICES: 07/01/2023 to 06/30/2024****Let's Talk Platform Services**

Quantity	Service	Unit	Cost
1	Subscription to Let's Talk Platform + LT Assistant	per student, per year	\$243,250
1	Let's Talk Pulse Surveys	per student, per year	\$0
1	Let's Talk Telephony Package	per 200 phone lines	\$0
3	In-Person Training in Customer Service	Per day	\$30,000
<b>TOTAL for Let's Talk Platform Services</b>			<b>\$273,250</b>

**BILLING CONTACT**

<b>Name</b>			
<b>Title</b>			
<b>Email</b>			
<b>Phone</b>		<b>Fax</b>	

**ORDER CONFIRMATION**


This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: [www.k12insight.com/terms-of-service/1.20](http://www.k12insight.com/terms-of-service/1.20), and any addenda attached. No other terms apply to K12 *Insight's* services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 *Insight's* services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

**AUTHORIZED SIGNATURES**

Executed for and on behalf of the Client by:

<b>Client Signature</b>			
<b>Name</b>		<b>Date</b>	
<b>Title</b>		<b>Email</b>	
<b>Phone</b>		<b>Fax</b>	

For and on behalf of K12 *Insight* LLC, a division of Zarca Interactive, by:

<b>K12 <i>Insight</i> Signature</b>			
			
<b>Name</b>	Adam Dean	<b>Date</b>	3/13/2023
<b>Title</b>	VP of Finance		

**K12 INSIGHT INTERNAL USE ONLY**

<b>Prepared</b>	Dan Wittich 03/02/2023	<b>Reviewed</b>	Max Lush 03/02/2023	<b>Approved</b>	Dan Wittich 03/02/2023
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## Attachment B

### K12 *Insight* TERMS OF SERVICE

Welcome to K12 *Insight*, LLC (“K12 *Insight*”, “Company”, or “we”). K12 *Insight* is a Virginia limited liability company that provides a range of solutions and services to organizations directly or indirectly affiliated with education as further described in these Terms of Service (the “Agreement”). This Agreement governs your use of our **website (the “Site”)**, **our** online platform and services (the “Platform”), our mobile service (the “App”), the Site, any other online service which links to this Agreement and any software and technology provided on or in connection with the Platform, the Site or the App (collectively, the “Service”).

This Agreement applies to all users. Users of the Service include (a) companies, organizations or other legal entities who purchase the Service in order to facilitate communication efforts (“Clients,” and to the extent that any such Client is a school, school district or other educational **institution customer, “School Clients”**) and (b) parents, students, Authorized Users (defined below) and any other visitor, user and other individual who accesses or otherwise uses the Service whether or not they have an account (collectively, (a) and (b) are referred to as “Users” or “you”).

This is a contract between you and K12 *Insight*. By (a) executing a Sales Order Form (“SOF”); (b) accessing or using the Service; or (c) by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. If you do not agree, you may not use the Service. K12 *Insight* reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below.

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, including but not limited to a SOF and any addenda attached thereto, which are hereby incorporated into this Agreement by reference.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

#### 1. USE OF THE SERVICE

**1.1. Eligibility.** You may use the Service only if you can form a binding contract with K12 *Insight*, and only in compliance with this Agreement and all applicable laws, rules, and regulations.

**1.2. Limited License.** Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, limited, non-transferable and freely revocable license to use the Service as permitted by this Agreement and the features of the Service. K12 *Insight* reserves all rights not expressly granted herein in the Service.

**1.3. User Accounts.**

- (a) We may maintain different types of accounts for different types of users. If you open an account on behalf of a Client, then (i) **“you” and “your” includes you, that Client, and any and all Authorized Users** and (ii) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to this Agreement, and that you agree to this Agreement on the Client’s behalf. You acknowledge and agree that if you are opening an account or otherwise using the Service as or on behalf of a Client, your employees, consultants, contractors, customers, agents and any other user authorized to use the Service in connection with your or your Client’s account (collectively, **“Authorized Users”**) must create their own accounts and must separately agree to be bound by this Agreement.
- (b) You may never use another user account and each account may only be used by one individual. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use **“strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols)** with your account. You must notify K12 *Insight* immediately of any breach of security or unauthorized use of your account. K12 *Insight* will not be liable for any losses caused by any unauthorized use of your account.

## 2. TERM

If you are a Client and have entered into a **Sales Order Form (“SOF”)**, then you are entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 7 (Payment Obligations), below.

## 3. PRIVACY POLICY

We respect your privacy and are committed to protecting it. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate and anonymized data as set forth in our [Privacy Policy](#) and to have your personal information collected, used, transferred to and processed in the United States.

## 4. USER CONTENT

Some areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, survey questions and other content or information, independently developed by Customers, Authorized Users, or Users without consultation from K12 *Insight* (any such materials a User submits, posts, displays, provides, transmits, or otherwise makes available on the Service are referred to as **“User Content”**).

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. You shall be solely responsible for the accuracy, quality, integrity, and legality of User Content, the means by which you acquired it, and the consequences of posting, transmitting, sharing, or otherwise making it available on or through the Service, and you agree that K12 *Insight* is only acting as a passive conduit for your distribution and publication of your User Content.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to K12 *Insight* a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use your User Content for the purpose of providing the Service to you and as otherwise permitted by this Agreement and K12 *Insight's Privacy Policy*.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- Your User Content and K12 *Insight's* use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- K12 *Insight* may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

## 5. USER DATA

**5.1. User Data.** Some areas of the Service may allow K12 *Insight* to collect personal information or data from or about a Client's **Authorized Users, parents, students, community members** or other Users that a Client **permits to use the Service (collectively, "User Data")**. This may include survey responses, messages, Communications (defined below) and user contact details. Our [Privacy Policy](#) explains how K12 *Insight* collects, maintains, uses, discloses and deletes User Data collected or generated by the Service.

**5.2. Ownership and License.** As between a Client and K12 *Insight*, the Client owns and shall retain all right, title and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to K12 *Insight*, the Client hereby grants, and represents

and warrants that the Client has all rights necessary to grant, all rights and licenses to the User Data required for K12 *Insight* and its subcontractors and service providers to provide the Service.

**5.3. User Data Restrictions.** A Client may not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act ("**GLBA**"), or the Health Insurance Portability and Accountability Act ("**HIPAA**"), or which could give rise to notification obligations under data breach notification laws, without K12 *Insight's* prior written approval.

**5.4. Responsibility for User Data.** You (not K12 *Insight*) bear sole responsibility for adequate security and protection of User Data when in your or your Authorized Users' possession or control. Except for as expressly set forth in this Agreement, K12 *Insight* will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. The Client is solely responsible for backing up User Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of User Data. In addition to the foregoing, as between you and K12 *Insight*, you are solely responsible for any and all User Data you or your Authorized Users provide and/or cause to be provided to the Service, and the consequences of providing, posting or transmitting such User Data, including responsibility for compliance with breach notification laws. K12 *Insight's* commercially reasonable efforts to restore lost or corrupted User Data pursuant to this section shall constitute our sole liability and your sole and exclusive remedy in the event of any loss or corruption of User Data.

## **6. STUDENT DATA**

**6.1. Student Data.** This Section applies to a School Client's use of the Service. When the Service is used by a Client that is a school, school district, or other educational institution (a "**School Client**") for an educational purpose, K12 *Insight* may collect or have access to User Data provided by the School or by a student, parent or guardian that contains Student Data. "**Student Data**" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

**6.2. Ownership and Control.** The School Client, and not K12 *Insight*, owns and controls the Student Data. You authorize K12 *Insight* to access, collect, transmit, modify, display, and store Student Data for the purpose of providing the Service and as described in this Agreement and in our [Privacy Policy](#). You may provide Student Data manually or permit K12 *Insight* to access Student Data automatically, for example, if you chose to integrate your **Student Information System ("SIS") with the Service**. You additionally authorize K12 *Insight* to collect Student Data directly from students, parents, guardians, and Authorized Users of the Service. You represent and warrant that you have the authority to provide Student Data to the Service and that you have provided all necessary disclosures to individuals regarding your sharing of Student Data with K12 *Insight* for this purpose.

**6.3. Compliance with Laws.** K12 *Insight* shall access and process Student Data as a "**school official**" with a legitimate educational interest, as that term is defined by FERPA. Individually and collectively with our School Clients and Authorized Users, K12 *Insight* agrees to uphold our obligations under FERPA, the **Protection of Pupil Rights Amendment ("PPRA")**, the **Children's Online Privacy Protection Act ("COPPA")**, applicable state laws relating to student data privacy, and with all other laws and regulations governing

the protection of personal information. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, you represent and warrant that you have the authority to provide the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA. We recommend that School Clients provide appropriate disclosures to students and parents regarding the School Client's use of service providers such as K12 *Insight*.

**6.4. Use of Student Data.** By submitting or providing K12 *Insight* access to Student Data, you agree that K12 *Insight* may use the Student Data solely for the purposes of (a) providing the Service, (b) improving and developing our Service, (c) enforcing our rights under this Agreement, and (d) as permitted with a School Client's or User's consent. You agree that both before and after the term of this Agreement, K12 *Insight* may collect, analyze and use data derived from Student Data as well as data about Users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that K12 *Insight* may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**6.5. Restrictions on the Use of Student Data.** K12 *Insight* will not sell, disclose, transfer, share or rent any Student Data obtained under the Agreement in a manner that could identify an individual student to any entity other than the School Client or Authorized Users except to the extent set forth in the Agreement, and as otherwise directed by a School Client or User or permitted by law.

**6.6. Restrictions on the Use of Student Data for Advertising.** K12 *Insight* is prohibited from using Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, and (ii) develop a profile of a student, parent/guardian or group, other than for the purpose of providing the Services or as authorized by a School Client or by a parent/guardian. Nothing shall prohibit K12 *Insight* from engaging in other types of advertising and promotional activity, such as advertising educational products on third party websites and online services or recommending additional services to school employees, so long as K12 *Insight* does not use Student Data to direct such advertisements.

**6.7. Disclosure of Student Data to Third Parties.** You acknowledge and agree that K12 *Insight* may provide access to Student Data to our employees and service providers that have a legitimate need to access such information in order to provide their services to us. K12 *Insight* and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. K12 *Insight* may share Student Data with third parties through the Service as directed by a School Client or an Authorized User with authority over such Student Data, which includes sharing Student Data with Authorized Users who are authorized to access messages and content sent through the Service. You acknowledge that K12 *Insight* is not responsible for the data practices of third parties authorized or directed by you or your Authorized Users to receive or access Student Data through the Service, and that you are solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

**6.8. Student Data Access and Deletion Requests.** K12 *Insight* shall delete Student Data upon request from a School Client or an Authorized User with authority over such Student Data, except that



K12 *Insight* shall not be required to delete content or data a User shared to public areas of the Service. A parent or student over the age of 18 seeking to access, modify, correct, or delete Student Data will be instructed to contact the School Client or an Authorized User to discuss data deletion or modification. Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Student Data within ninety (90) days after termination of a School Client's agreement, in accordance with K12 *Insight's* data deletion and destruction practices, unless you are a School Client and provide K12 *Insight* with a written request to delete such data prior to the ninety (90) days. If you are a School Client, you may also delete, download, or retrieve the Student Data at any time during the Term and for up to thirty (30) days thereafter within your account on the Service. The School Client is responsible for maintaining Student Data that is provided by the School Client to K12 *Insight* and deleting Student Data which the School Client no longer needs for an educational purpose.

**6.9. Data Security and Breach Notification.** K12 *Insight* has implemented administrative, physical, and technical safeguards designed to secure the Student Data in K12 *Insight's* possession and control from unauthorized access, disclosure, and use. In the event that an unauthorized party gains access to or has been disclosed personal information (a "**Security Incident**"), K12 *Insight* shall promptly notify the School Client. If, due to a Security Incident which is caused by the acts or omissions of K12 *Insight* or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School Client shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and K12 *Insight* shall indemnify the School Client for the reasonable costs related to legally-required notifications. With respect to any Security Incident which is not caused by the acts or omissions of K12 *Insight* or its agents, K12 *Insight* shall reasonably cooperate with your investigation of the Security Incident, at the School Client's request and at your reasonable expense, but K12 *Insight* shall not indemnify the School Client for costs associated with the Security Incident.

**6.10. Terms of Service Changes with Respect to Student Data.** K12 *Insight* shall use its best efforts to provide School Clients at least thirty (30) days' notice of a change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in the previous Agreement, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by discontinuing your use of the Service and deleting your accounts and Student Data before the changes take effect.

## **7. PAYMENT OBLIGATIONS**

**7.1. Subscriptions.** If you are a Client paying for the Service, some of our Services are billed on a subscription basis ("**Subscriptions**"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "**Billing Cycle**"). Billing Cycles commence on the Contract Start and correspond with the "Billed On" and "Due By" dates stated on the SOF, depending on the Subscriptions purchased under an applicable SOF. Payment for the first year of multi-year contracts will be Billed On the signing of the SOF and will be Due By thirty (30) days from the Billed On date.

**7.2. Fees for Services.** If you are paying for the Subscription, you shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

**7.3. Refunds.** Fees associated with the Service are non-cancellable and non-refundable.

**7.4. Nonpayment.** K12 *Insight* may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

**7.5. Price Changes.** The fees associated with the Service shall remain as indicated in the SOF.

**7.6. California Residents.** The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## **8. THE SERVICES**

**8.1. Services.** If you are a Client, K12 *Insight* will provide one or more of the following Services to you and other Users on your behalf, as set forth in the applicable SOF:

- (a) Let's Talk! <sup>™</sup> Customer Experience Platform
- (b) Engage Survey Platform
- (c) Professional Services in connection with a managed survey project, training in customer service or other consulting or professional services as described and set forth in an applicable SOF (collectively, the **"Professional Services"**)

**8.2. Acceptable Uses.** Each User is responsible for its conduct. This includes the input of all User Content and User Data, and communications with others while using the Service. You shall comply with the following acceptable use requirements when using the Service.

- You shall not misuse our Service by interfering with its normal operation or attempting to access it using a method other than through the interfaces and instructions that we provide.
- You shall not circumvent or attempt to circumvent any limitations that K12 *Insight* imposes on your account.
- You may not probe, scan, or test the vulnerability of the Service, including any K12 *Insight* system or network.
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.
- You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.

- You shall not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other Users. K12 *Insight* will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to K12 *Insight*.
- You shall not use the Service to infringe on any third party right, including any the Intellectual Property Rights, privacy rights or publicity rights of others, or to commit an unlawful activity.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, or which would result in K12 *Insight* violating any law due to your use or misuse of the Service.
- You shall not promote or condone the sending of unsolicited email, calls or SMS/MMS text messages to individuals not affiliated with you, nor use the Service to engage in spamming or other unsolicited advertising, marketing or other commercial or non-commercial activities, including, without limitation, any activities that violate the Calling Laws (defined below).
- You may not resell or lease the Service or use the Service for any commercial solicitation purposes.
- You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

**8.3. Appropriate Content and Communications.** Users have the ability to send Communications (defined below) to certain other Users as a feature of the Service. You acknowledge and agree that K12 *Insight* is not obligated to monitor, or filter Communications or data transmitted through the Service and that we shall not be responsible for the content of any such Communications or transmissions. You shall not use the Service to send any Communications that disparage any individual or group. You shall not use the Service to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law. If you believe someone may have sent an offensive or illegal communication via the Service, please notify us immediately at [privacy@k12insight.com](mailto:privacy@k12insight.com).

**8.4. Additional Obligations for Engage Survey Platform.** If you are a Client and have purchased a Subscription to the Engage Survey Platform service under an applicable SOF, then the following additional terms apply:

- If using anonymous or semi-anonymous surveys or intake methods, you shall take all necessary steps to prevent linking a survey response to the identity of that survey User.
- You shall place K12 *Insight* mail server details on a list of "safe" senders (i.e., a whitelist) to ensure delivery of high volumes of emails from K12 *Insight*.
- When requesting data from survey projects, you shall waive the right to data that may directly or indirectly reveal the identity of survey User.

- If survey feedback includes language that includes threats, safety concerns, or harassment, the identity of the survey User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.5. Additional Obligations for Let's Talk! Customer Experience Platform.** If you are a Client and have purchased a Subscription to the Let's Talk! Customer Experience Platform under an applicable SOF, then the following additional terms apply:

- If a User submits anonymous or semi-anonymous feedback, you shall take all necessary steps to prevent linking that feedback to the identity of that User.
- If a User dialogue includes language that includes threats, safety concerns, or harassment, the identity of the User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.6. Additional Obligations for Calls and Messaging.** If you are a Client that uses the Service to transmit, send, receive, or facilitate email, calls, SMS/MMS messages or other communications ("**Communications**") or causes or induces such Communications to be sent through the Service, then the following additional terms apply:

- You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq, and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission (collectively, the "**Calling Laws**").
- You agree that, as between you and K12 *Insight*, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place.
- You are responsible for all activity occurring under your, the Client's and Authorized User's accounts, including any unauthorized use of such accounts by any third party.
- You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations that place restrictions on certain types of phone calls and/or SMS or MMS messages and you are solely responsible compliance with such laws for all Communications and content sent, initiated or transmitted through the Service. K12 *Insight* is not responsible for reviewing the contents of any Communication transmitted through the

Service or transmitted by you related to your use of the Service, nor is it responsible for obtaining any necessary consents or permissions from the recipients of such Communications.

- You warrant and agree that you have all necessary consents and permissions necessary to transmit Communications to recipients and you shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent or otherwise opted-out of receiving Communications from you or your Authorized Users.

**8.7. Additional Obligations for Professional Services.** If you are a Client and have purchased Professional Services under an applicable SOF, then the following additional terms apply:

- You shall appoint one member of your staff to serve as K12 *Insight's* Point of Contact ("**POC**").
- You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 *Insight* staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 *Insight* staff explicitly request your feedback.
- You shall participate in Service specific training conducted by K12 *Insight*.

## **9. CHANGES TO OUR SERVICES**

**9.1. Service Modifications.** K12 *Insight* may from time to time make modifications to the Service, including without limitation in the form of software upgrades and software releases. Because K12 *Insight* must use substantial resources to make and support such changes, and because such changes are derived from K12 *Insight's* existing Intellectual Property Rights, K12 *Insight* owns all right, title, and interest in and to such changes.

**9.2. Service Retirement.** K12 *Insight* may add, alter, or remove functionality from a Service at any time without prior notice. K12 *Insight* may also limit, suspend, or discontinue a Service at its discretion.

**9.3. New Services.** K12 *Insight* may introduce new products and services to complement our existing Service. If such services are not included in your existing Subscription or in your SOF, K12 *Insight* reserves the right and sole discretion to decide whether or not the new services will be made available you. Such services may come at an additional cost or may be included within your Subscription license at no cost.

## **10. PROPRIETARY RIGHTS**

**10.1. K12 *Insight* Intellectual Property.** Except for User Content and User Data, K12 *Insight* owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including, registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Service, including any and all surveys created by K12 *Insight*, (collectively "**K12 *Insight* Intellectual Property**").



**10.2. Maintaining K12 *Insight* Intellectual Property.** Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such K12 *Insight* Intellectual Property, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any K12 *Insight* Intellectual Property. Use of K12 *Insight* Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without K12 *Insight's* prior written consent.

**10.3. Feedback.** You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place K12 *Insight* under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, K12 *Insight* does not waive any rights to use similar or related ideas previously known to K12 *Insight*, or developed by its employees, or obtained from sources other than you.

## **11. COPYRIGHT COMPLAINTS**

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify K12 *Insight's* copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- a) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- b) Identification of the copyrighted work that you claim has been infringed;
- c) Identification of the material that is claimed to be infringing and where it is located on the Service;
- d) Information reasonably sufficient to permit K12 *Insight* to contact you, such as your address, telephone number, and, email address;
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- f) A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
K12 *Insight*

Address: 2291 Wood Oak Drive, Suite 300  
Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: [privacy@k12insight.com](mailto:privacy@k12insight.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying K12 *Insight* and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with K12 *Insight's* rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, K12 *Insight* has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. K12 *Insight* may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

## 12. SECURITY

K12 *Insight* cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. We do not control what third parties may do with your personal information transmitted, posted, or otherwise shared with others through the Service. We urge you to use caution in transmitting, sharing, or posting sensitive personal information in public areas of the Service like message boards or in Communications.

## 13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**13.1. Limited Warranty.** K12 *Insight* represents and warrants that any Professional Services shall be provided in a workmanlike manner that conform to the relevant, prevailing industry standards.

**13.2. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, K12 *INSIGHT* PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND QUIET ENJOYMENT. YOU UNDERSTAND THAT K12 *INSIGHT* IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. K12 *INSIGHT* EXPRESSLY DISCLAIMS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE

SURVEYS, IS DONE AT YOUR OWN RISK AND YOU SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEMS. K12 *INSIGHT* SHALL NOT BE RESPONSIBLE FOR YOUR FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. YOU SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM K12 *INSIGHT* OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

**13.3. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) K12 *INSIGHT'S* LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND IN NO EVENT WILL THE AMOUNT OF SUCH DAMAGES EXCEED \$100 OR THE AGGREGATE FEES PAID BY YOU WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000, WHICHEVER IS GREATER, AND (B) IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

**13.4. EXCLUSIONS AND LIMITATIONS.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **14. INDEMNITY.**

**14.1. Your Indemnification Obligations.** To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless K12 *Insight* and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content you submit, post, transmit or make available through the Service, including without limitation, User Content and User Data, (b) your use, misuse or access to the Service, (c) your connection to the Service, (d) your violation of the Agreement, including without limitation your breach of any representations and warranties, (e) your violation of any applicable law or the rights of another person or entity, (f) your willful misconduct, or (g) any other party's access and use of the Service with your unique username, password, or other appropriate security code. K12 *Insight* reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

**14.2. K12 *Insight's* Indemnification Obligations.** K12 *Insight* agrees to indemnify, defend and hold harmless you and your directors, officers, employees, and agents against third party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes

any U.S. patent or trademark or (b) caused by K12 *Insight's* gross negligence. However, K12 *Insight's* obligation to indemnify shall not apply to any claims resulting from your willful misconduct or negligence. As a condition to K12 *Insight's* defense and indemnification, you shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment, or compromise of any such claim.

**14.3. Infringing Services.** If any Service becomes, or in K12 *Insight's* opinion is likely to become, subject of a claim of infringement, K12 *Insight* will provide you with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 *Insight*, you shall immediately stop using the Service and return all materials relating to the Service to K12 *Insight*, and, if applicable, K12 *Insight* will refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under a SOF. K12 *Insight* shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 *Insight*, (b) modification of the Service by K12 *Insight* in accordance with your designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to you.

## **15. CONFIDENTIAL INFORMATION**

**15.1. Defining Confidential Information.** The provision of the Service may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, you shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight's* confidential information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is known to you prior to any disclosure and can be so proven by written records; (b) is received at any time by you in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by you in the public domain or subsequently enters the public domain other than by reason of acts or omissions of your employees or agents, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of your own; (e) or is independently developed by or on behalf of you without resort to K12 *Insight's* Confidential Information as can be shown by reasonable documentary evidence.

## **16. TERMINATION**

**16.1. Termination.** If you are a Client and have an existing SOF, you may terminate this Agreement before the expiration of the Term as set forth in the applicable SOF only for a material breach by K12 *Insight* that is not cured for thirty (30) days following written notice of such material breach. K12 *Insight* may terminate this Agreement for any reason or no reason.

**16.2. Ceasing Services.** Upon expiration or termination of this Agreement, you shall cease using the Service and related materials immediately.

**16.3. End of the Term or Subscription.** If you have a Subscription and it expires or terminates (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, K12 *Insight* may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If you wish to save or maintain any data, you must download such data before the conclusion of the term. Once the Subscription ends, K12 *Insight* may delete Customer Content and Customer Data relating to an account in accordance with this Agreement and the [Privacy Policy](#). It is your responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

## **17. ADDITIONAL TERMS FOR MOBILE APPLICATIONS**

**17.1. License to the App.** We may make available software to access the Service via an App. To use the App, you must have a mobile device that is compatible with the App. K12 *Insight* does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights notices on the App. You acknowledge that K12 *Insight* may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and K12 *Insight* or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. K12 *Insight* reserves all rights not expressly granted under this Agreement. If the App is being acquired on behalf of the United States Government, then the following provision applies. The App will be deemed to be **“commercial computer software”** and **“commercial computer software documentation,”** respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App



may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

**17.2. Additional Terms for App from Apple Store.** The following applies to any App you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and agree that this Agreement is solely between you and K12 *Insight*, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, K12 *Insight*, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and K12 *Insight* acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

### **17.3. Mobile Applications from Google Play Store**

The following applies to any Mobile Applications you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) You acknowledge that these Terms are between you and K12 *Insight* only, and not with Google, Inc. ("**Google**"); (ii) Your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) K12 *Insight*, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to K12 *Insight's* Google-Sourced Software.

## **18. THIRD-PARTY LINKS AND INFORMATION**

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because K12 *Insight* has no control over such sites and resources, you acknowledge and agree that K12 *Insight* is not responsible for the availability of such external sites or resources, and does not

endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that K12 *Insight* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 19. GENERAL PROVISIONS

**19.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

**19.2. Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 *INSIGHT*. For any dispute with K12 *Insight*, you agree to first contact us [privacy@k12insight.com](mailto:privacy@k12insight.com) and attempt to resolve the dispute with us informally. In the unlikely event that K12 *Insight* has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Fairfax County, Virginia, unless you and K12 *Insight* agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing K12 *Insight* from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement,

misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

**19.3. Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND K12 *INSIGHT* ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

**19.4. Entire Agreement.** This Agreement, any applicable SOF and any additional agreements referenced herein or that you may enter into with K12 *Insight* in connection with the Service, represents the entire final Agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Service, do not override, or form a part of this Agreement, and are void. In the event of any conflict between this Agreement and any other terms referenced herein, this Agreement shall govern. Any changes requested to our Agreement must be made in a written and signed addendum, which shall be incorporate by reference upon acceptance by K12 *Insight*.

**19.5. Changes to Terms.**

- (a) K12 *Insight* may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by K12 *Insight* in our sole discretion.
- (b) K12 *Insight* may, in its sole discretion, modify or update this Agreement from time to time to reflect changes in applicable law or updates to the Service and to account for new Service features or functionality. If we change this Agreement in a material manner, we will update the 'Effective Date' at the bottom of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.
- (c) Notwithstanding the foregoing, K12 *Insight* shall not make any material change to these Terms that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected. For further details, see the section entitled "Student Data."

- (d) You will not be permitted to continue using the Service and K12 *Insight* reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by K12 *Insight* to this Agreement.

**19.6. Waiver.** The failure by K12 *Insight* to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

**19.7. Force Majeure.** The parties understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled, which even by the exercise of reasonable diligence cannot prevent non-performance. These occurrences and events include, but are not limited to: acts of God; acts of war; acts of public enemies; strikes; fires; explosions; outages; general Internet brown-outs or black-outs or shortage of bandwidth; hacking; actions of the elements; or other similar causes beyond the control of you or K12 *Insight* in the performance of this Agreement. Upon the occurrence of such event or effect, the parties shall agree to excuse performance under this Agreement and not hold the other liable for the delay in or failure of performance under this Agreement, *provided*, however that no force majeure event will relieve you of payment obligations. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages.

**19.8. Transfer of Rights.** You shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without K12 *Insight's* prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any entity that acquires, merges with, or otherwise combines in any manner with you shall not acquire any rights or licenses to the Service under this Agreement, without K12 *Insight's* prior written consent. K12 *Insight* reserves the right to assign this Agreement and the Services provided herein.

**19.9. Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**19.10. Contact.** Please contact us at [privacy@k12insight.com](mailto:privacy@k12insight.com) with any questions regarding this Agreement.

Last Updated: December 15, 2019

Effective Date: January 1, 2020

# Attachment C

## K12 *Insight* PRIVACY POLICY

K12 *Insight*, LLC ("K12 *Insight*" "us" or "we") is committed to protecting the personal information of our Clients, users, and visitors. This Privacy Policy explains how your personal information is collected, used, and disclosed by K12 *Insight* in connection with our website and online services available at [www.k12insight.com](http://www.k12insight.com), or any other website or mobile application linked to this Privacy Policy (collectively, the "Sites"). This Privacy Policy also describes how we collect Data through the online software platform and technology services solutions used by our Clients to engage with their customers, end users, students, parents, school community members, and other individuals (the "Client Solutions"). The Site and Client Solutions together are collectively referred to as our "Service." "You" or "your" means a visitor or a user (whether signed in or not) of our Service.

This Privacy Policy describes K12 *Insight's* use of information collected through the Service. This Privacy Policy does not govern the data practices of any third parties, such as our Clients who may use your personal information collected through the Service for their own purposes in accordance with their own privacy policy.

By accessing or using our Service, you signify that you have read, understood, and agree to our collection, storage, use and disclosure of personal information as described in this Privacy Policy.

### 1. OUR SOLUTION, SOFTWARE AND SERVICES

K12 *Insight* software solutions are provided in an Application Service Provider ("ASP") model and accessed using industry-standard web browsers via the web, or a mobile device, or using a mobile app on a mobile device. Many of our Clients use our software solutions on a Self-Service basis, whereby the Client or its authorized staff are solely responsible for the data they input to our system and the data our systems collect from their stakeholders. Such use of our solution is referred to in this document as "Self-Service." In some instances, we may manage a project on behalf of our Clients, which we refer to as our "Consulting Service." In either scenario, we process Client Data (defined below) on our Client's behalf.

### 2. HOW WE COLLECT INFORMATION AND DATA

We collect personal information in a variety of ways through our Sites and Solutions.

When registering for our Services or submitting a request on our Sites, we generally request the following information: including, but not limited to, name and contact information, company name, name of business representative, title of business representatives, company address, telephone number, email address, username and password, and billing information which may include credit card numbers. Clients also provide us with information regarding the services they have ordered. We may also collect information if you complete a survey or provide content or commentary through the provision of feedback, reviews, or customer service requests, or otherwise communicate with us.

In providing the Client Solutions, we collect information and content input to the Solution by Clients or their users as well as information generated by K12 *Insight* relating to the Client's use of the Solution (all of which we call "Data"). Depending on how the Client chooses to use (or, in case of Consulting Services, direct K12 *Insight* staff to use) the Client Solutions, Data may include personal information relating to our Client's employees, visitors, users and others. For example, when used by a School Client, Data could include first and last name, student ID number, grade level, ethnicity, address, phone number, and

email, or any combination of the same, and Let's Talk! dialogue information, which contains questions, comments, concerns, suggestions, compliments, and similar communications by any stakeholder in a school system.

We automatically collect certain types of device and usage information when you visit or use our Sites or Solutions deployed on Client websites through tracking technologies such as cookies, web beacons, pixels, and similar technologies. We collect information about your device and its software (such as your IP address, device type/model/manufacture, and unique identifier), information about the way you access and use the Service (such as visited pages, surveys, landing pages of our Clients and interest areas, referring URLs), information about your location (depending on your device settings, this could include GPS or other location data, or we may infer your location through other data such as an IP address), and analytics information. We may use third party partners to collect this information. For example, we use Google Analytics to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners> and view its opt-out options at <https://tools.google.com/dlpage/gaoptout>. Unfortunately, we are unable to respond to Do Not Track signals set by your browser at this time. We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Section 7 "third-party tracking and online advertising" below.

### 3. HOW WE USE INFORMATION

We use the information we collect, including personal information, to operate, maintain, and provide the features and functionality of the Service, to process billing and payments, to improve, market and promote our solutions and services, to inform our marketing and advertising activities; to detect and protect against fraud or misuse, and for other similar purposes. We also use information to communicate directly with you, such as to send you email messages and push notifications and permit you to communicate with others. We may send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices).

We use information collected through tracking technologies to remember information so that a user will not have to re-enter it during subsequent visits; provide custom, personalized content and information; to provide and monitor the effectiveness of our Service; monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; diagnose or fix technology problems; help users efficiently access information after signing in, and otherwise to plan for and enhance our Service.

### 4. HOW WE USE CLIENT DATA

K12 *Insight* collects and processes Data solely on behalf of our Clients, and in accordance with our agreements with our Clients, in order to provide our Solutions and Service. All Data is owned and controlled by the Client and we regard Data as highly confidential. We do not use or disclose Data except as authorized and required by our Clients and as provided for in our agreements with our Clients.

We maintain a database of our Clients' information that is used only for internal business functions, such as technical support, marketing activities, billing, and to notify Clients of changes or enhancements to the services. We may use Data to improve the performance of our website and services by analyzing user behavior, including frequency of use, troubleshooting technical problems, resolving disputes and to address complaints, and to verify compliance with our Terms of Service. We may also anonymize and aggregate the Data and use such anonymized and aggregated data for our own business purposes and benchmarks.



K12 *Insight*, its staff, and authorized consultants, all of whom follow this Privacy Policy and are bound to protect Client Data in the manner indicated here, may access Data solely to provide customer support or Services requested by Client. Other than to provide technical support upon request or to process Data as part of a Consulting Service, K12 *Insight* employees and consultants do not actively access and view Data.

## 5. INFORMATION SHARING AND DISCLOSURE

We may share information that we collect with:

- Agents, vendors, or contractors that K12 *Insight* uses to support the operations of our business and that perform services on our behalf, which may include serving targeted advertisements, sending emails, processing payments, providing web hosting and analytic services, subject to reasonable confidentiality terms.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or other agreements or to protect the security or integrity of the K12 *Insight* Service, including to prevent harm or financial loss, or in connection with preventing fraud or illegal activity; and/or (c) to exercise or protect the rights, property, or personal safety of K12 *Insight*, our Clients, users or others.
- With other companies and brands owned or controlled by K12 *Insight*, or under common ownership and control as K12 *Insight*. These companies will use your personal information in the same way as we can under this Privacy Policy.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the Client with notice and an opportunity to opt-out of the transfer of Data before the transfer occurs.

In addition, Data collected from or on behalf of a Client is shared with that Client and its authorized users. **Depending on the Client's use and settings, some Data input to the Solutions may be publicly available to other Client users or to the public.** We also share Data with third parties as instructed by, or at the direction of, the Client or its users. **Our Client's use of such Data collected through the Service is governed by the Client's own privacy policies.**

We may also share information or Data with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

We may share information or Data to the extent necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, or as otherwise required by law. However, electronic communications made through the **Let's Talk!™ Service may be deemed an "electronic communication"** by K12 *Insight*. As such, K12 *Insight* reserves the right to protect Information that it believes is protected from compelled disclosure pursuant to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, et seq., ("ECPA") and the Stored Communications Act, 18 U.S.C. § 2701, et seq., ("SCA"), in addition to

protections afforded by state law. The protections provided under the SCA and ECPA enable K12 *Insight* to prevent governmental authorities from seeking compelled disclosure of certain electronic communications.

## 6. YOUR DATA RIGHTS AND CHOICES

**Modifying your information.** Clients' information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. If you use the Service offered by a K12 *Insight* Client, please contact the Client to request modification to your information.

**Remaining anonymous.** K12 *Insight* has built software features that may allow for anonymity, though these features may depend on the Client's configuration of the Service. For example, the Client may elect to either hide or make available to survey participants certain client contact information in connection with a survey. Similarly, users may be able to send communications through the Service without sharing personal information with the recipient. Please note, the identity of a user may be revealed upon reasonable belief that identification is reasonably necessary to protect the life, health or safety of K12 *Insight*, our users, or any other individual, or as may be required by law or in response to a legal request.

**Control email communications.** You can opt-out of receiving promotional emails from K12 *Insight* by clicking the "unsubscribe" feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

**Communications sent by Clients.** Clients may send email or SMS/text messages to recipients through the Client Solutions and K12 *Insight* does not control those communications. Our Clients are solely responsible for all communications sent through the Service and for compliance with all applicable laws relating to such communications. To opt-out of receiving communications from a Client through the Solutions, please contact the Client directly.

## 7. THIRD-PARTY TRACKING AND ONLINE ADVERTISING

K12 *Insight* does not display any targeted ads on the Client Solutions.

Please note that although we may permit third party advertising partners to collect information from visitors to our website for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent such collection from users of our Client Solutions. We may display non-targeted advertisements to users on our website, while using our Services or on other sites or services.

When you visit our website, we work with third-party online advertising networks which use technology to recognize your browser or device and to collect information about your visit to our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests. Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device. To learn more about cookies, clear

gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at [www.aboutads.info/choices](http://www.aboutads.info/choices) and/or the Network Advertising Initiative's online resources, at [www.networkadvertising.org](http://www.networkadvertising.org).

## 8. INFORMATION RETENTION AND DELETION

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy. To request deletion of your information, please email us at [privacy@k12insight.com](mailto:privacy@k12insight.com).

**Data.** Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Data within ninety (90) days after termination of this Agreement, in accordance with K12 *Insight's* standard data deletion and destruction practices, unless the Client provides K12 *Insight* with a written request to delete such data prior to the ninety (90) days or to follow a different deletion practice. The Client may also delete, download, or retrieve the Data at any time during the Term and for up to thirty (30) days thereafter. The Client is responsible for requesting deletion of any Data which is no longer needed for the Client's purpose.

If you use the Service offered by a K12 *Insight* Client, you may request deletion of your information by contacting the Client directly. We will cooperate with the Client to respond to this request.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to permit information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

## 9. HOW WE STORE AND PROTECT INFORMATION

**Storage and processing:** Your information collected through our Service may be stored and processed in the United States or any other country in which K12 *Insight* or our affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

**Keeping information safe:** We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Unique usernames and passwords must be entered each time a person logs on. Our websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry

standards. Internally, we use security-logs, train our employees, and limit access to K12 *Insight* personnel who need to know in order to perform their job functions. Other security safeguards include, but are not limited to, data encryption and physical and technological access controls. All of our technology and processes are not, however, guarantees of absolute security. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify our Client or individual users whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations and our agreements with our Clients. Clients must actively protect their information by maintaining the confidentiality of all usernames and passwords and by adequately installing the appropriate anti-virus programs and security measures on their own systems. You must immediately notify K12 *Insight* if any information security breach is suspected.

#### 10. HOW WE PROTECT STUDENT DATA AND COMPLY WITH LAWS

When the Service is used by Clients that are providers of educational services, such as schools, school districts, or teachers (collectively referred to as “**School Clients**”), we may collect or have access to Data that includes personal information of students, which may be provided by the School Client or by a **student, parent, guardian or other user (“Student Data”)**. While we consider all Client Data to be confidential and in general do not use such data for any purpose other than improving and providing our Services to our Clients, we exercise special caution to protect Student Data.

**Student Data privacy principles.** We are committed to the following principles to protect Student Data:

- We collect, maintain, use, and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School Client.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third-party advertising partners to operate on our website for the purpose of retargeting, analytics, and attribution services, we do not engage third party advertising partners to collect information through our Solution Services.
- **We do not build a personal profile of a student other than in furtherance of the School Client’s use of the Service, or as authorized by a student or parent.**
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School Client with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.

- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

**How we use and disclose Student Data.** We use and disclose Student Data as described in our Privacy Policy under Section 4 “How We Use Client Data” and Section 5 “Information Sharing and Disclosure.”

**How we retain and delete Student Data.** We do not knowingly retain Student Data beyond the time period required to support the School Client’s purpose, unless authorized by a School Client, student, or parent. Unless otherwise directed by a School Client, we will delete or de-identify Student Data after the termination of our agreement with the School Client, in accordance with the terms of any applicable written agreement with the School Client, written requests from authorized School Client administrators, and our standard data retention schedule.

School Clients can request account or data deletion at any time by contacting us at [privacy@k12insight.com](mailto:privacy@k12insight.com). We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to delete information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

**Compliance with laws.** We do not use Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with our School Clients. K12 *Insight* does not own or control Student Data, which belongs to the individual student and/or the School Client. As specified in our agreements with School Clients, the K12 *Insight* Service is designed to provide protections for Student Data as required by various applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act (“FERPA”).** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students’ educational records under FERPA. We agree to work with our School Clients to jointly ensure compliance with the FERPA regulations.
- **Children’s Online Privacy Protection Act (“COPPA”).** K12 *Insight* is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, the School Client provides the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA.
- **Students Online Personal Information Protection Act (“SOPIA”).** This Privacy Policy and our Service are designed to comply with SOPIA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition,

bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School Client and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.

- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by K12 *Insight* from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, K12 *Insight* will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School Client and as described in this Privacy Policy.

If you have any questions about our practices with regard to Student Data, please contact us at [privacy@k12insight.com](mailto:privacy@k12insight.com).

#### 10. CHANGES TO OUR PRIVACY POLICY.

As we are constantly improving the Services and expanding our business, K12 *Insight* reserves the right to modify this Privacy Policy from time to time to reflect such improvements. In the event we make such changes, we will announce the changes and post the new policy at <https://www.k12insight.com/privacy-policy>. We will also use our best efforts to provide advance notice of any material changes to this Privacy Policy, to permit you a reasonable chance to review before such changes go into effect. If you object to any changes, you may close your account and/or discontinue your use of the Service. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

K12 *Insight* shall not make any material change to the Privacy Policy or our practices that involve the **collection or use of Student Data without first giving thirty (30) days' notice to School Client and** providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

Last Updated: December 15, 2019

Effective Date: January 1, 2020





ZARCINT-01

CTCROTEA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Towne Insurance Agency, LLC 70 Main Street, Suite 23 Warrenton, VA 20186	<b>CONTACT NAME:</b> Cynthia T. Croteau, CISR	
	<b>PHONE (A/C, No, Ext):</b> (757) 564-4721	<b>FAX (A/C, No):</b> (757) 546-2087
	<b>E-MAIL ADDRESS:</b> ccroteau@towneinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Citizens Insurance Company of America	31534
	<b>INSURER B:</b> Hartford	
	<b>INSURER C:</b> Underwriters at Lloyds of London	
	<b>INSURER D:</b> Scottsdale Indemnity Company	15580
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
Zarca Interactive, Inc.  
K12 Insight, LLC  
2291 Wood Oak Drive  
Suite 300  
Herndon, VA 20171

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OBRH730234	9/20/2022	9/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBRH730234	9/20/2022	9/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBRH730234	9/20/2022	9/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 ProdComplOps \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		42WECGE0170	9/20/2022	9/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Cyber/Technology E&amp;O</b>			WG00004921AB	5/1/2022	5/1/2023	Ea Claim / Aggregate \$ 5,000,000
D	<b>Cyber/Technology E&amp;O</b>			EKS3433225	6/6/2022	6/6/2023	Ea Clm/Agg/\$10k ded \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate provides evidence of current policy terms and limits as of the date shown at the top of this form. To verify that coverage is still in force or that there have been no changes to terms, conditions or limits, please contact the representative listed above.

## CERTIFICATE HOLDER

## CANCELLATION

Zarca Interactive, Inc. 2291 Wood Oak Drive, Ste 300 Herndon, VA 20171	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Cynthia Croteau

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-10**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Agreement with Bright Morning Consulting

**ITEM DESCRIPTION:** Included in the board binders is an agreement with Bright Morning Consulting. The vendor will provide The Art of Coaching Workshops and Coaching for Equity Workshops for site administrators.

Bright Morning is an international education, coaching, and consulting firm founded and led by bestselling author and coaching expert, Elena Aguilar. The consultants will lead two different sets of workshops aligned to the Equity Centered Pipeline Initiative work of the Wallace Foundation grant.

The Art of Coaching Workshops will be delivered to all Co-Administrators in four repeat sessions on March 28, 2023, and March 29, 2023. The training will provide leaders the opportunity to develop skills in:

- Transformational Coaching to build emotional resilience in educators and interrupt inequitable practices.
- Utilizing the strategies and tools in each of the components of Transformational Coaching.
- Strengths and areas of growth as a coach and leader.
- Scaffolded practice with other learners.

A pilot of The Coaching for Equity workshop will be facilitated with 25 principals and district leaders and will be held on: May 23, 2023, May 24, 2023, May 25, 2023, May 30, 2023, and May 31, 2023. The training will provide essential knowledge to recognize educational inequities, the language to name and describe the inequities, and the skills to have conversations to interrupt those inequities. Participants will:

- Practice six kinds of coaching conversations that center on equity.
- Receive tools and resources to help plan for conversations that result in behavior and belief change.
- Develop a vision for what equity would look like in the work.
- Hone skills to facilitate compassionate coaching conversations about identify.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$76,000 are available in the previously approved leadership development allocation of the Educator Effectiveness Block Grant.

**PREPARED BY:** Julie Severns, Administrator &  
Ed Gomes, Instructional Superintendent

**DIVISION:** Leadership Development  
**PHONE NUMBER:** (559) 457-3656

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**DEPUTY SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Bright Morning Consulting

5708 Grisborne Ave, Oakland, CA 04611

**Vendor Name**

**Address**

510-545-9153

LesLee Bickford

**Phone Number**

**Vendor Contact**

**From:** 3/28/2023

**Through:** 5/31/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Julie Severns

Leadership Development

457-3656

*Name*

*Site/ Dept*

*Telephone number*

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-6266-0702-1110-2140-5899

**Annual Cost** 76000

(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:**

Vendor will facilitate The Art of Coaching Workshops for all CoAdministrators in four repeat sessions on March 28-29, 2023.

Vendor will also facilitate the Coaching for Equity Workshop for 25 principals and district leadership on May 23,24,25,30,31, 2023.

Please indicate where the work will be performed: Work to be performed remotely in the st.

Date Item is to appear on **Board of Education Agenda:** 03/22/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

*JB*

2/28/2023

*Signed*

*Date*

Reviewed & approved by **Risk Management**

*Blaney*

3/6/2023

*Signed*

*Date*

Reviewed & approved by **Department Head**

*CS*

*Signed*

*Date*

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



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-6266-0702-1110-2140-5899

District Contact Person: Julie Severns

Budget Manager Approval:

JULIE SEVERNS

Contractor's Vendor Name: Bright Morning Consulting

Contractor's Contact Person: LesLee Bickford

Contractor's Title: Chief Operating Officer

Contractor's Telephone  
Number: 510-545-9153

Contractor's E-mail: leslee@brightmorningteam.com

Contractor's Address: 5708 Grisborne Ave, Oakland, CA 04611

This Independent Contractor Services Agreement is made and entered into effective 3/28/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Bright Morning Consulting

1. Contractor Services. Contractor agrees to provide

The Art of Coaching Workshops to all CoAdministrators in four repeat sessions on March 28-29, 2023. The training will provide leaders the opportunity to develop skills in:

- Transformational Coaching to build emotional resilience in educators and interrupt inequitable practices
- Utilizing the strategies and tools in each of the components of Transformational Coaching
- Strengths and areas of growth as a coach and leader
- Scaffolded practice with other learners

\$9,000 for each session x 4

Coaching for Equity virtual workshops for 25 principals and district leadership on May 23, 24, 25, 30, 31, 2023. The training will provide essential knowledge to recognize educational inequities, the language to name and describe the inequities, and the skills to have conversations to interrupt those inequities. Participants will:

- Practice six kinds of coaching conversations that center on equity
- Receive tools and resources to help plan for conversations that result in behavior and belief change.
- Develop a vision for what equity would look like in the work
- Hone skills to facilitate compassionate coaching conversations about identify

\$40,000

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 03/28/2023, and shall terminate on 5/31/2023. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of \_\_\_\_\_ per \_\_\_\_\_, Not to exceed 76000. Checks will be made payable to Bright Morning Consulting. 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 AB
- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 0 \$76,000
- f. Other 0
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 AB District's initials JS SS
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

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

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

### 13. Confidential Information

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

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



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

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

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

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

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

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

**The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials AB District's initials JS 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: Bright Morning Consulting

*Name:* LesLee Bickford

*Address:*

5708 Grisborne Ave  
Oakland, CA 94611

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

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

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

**DISTRICT**

Fresno Unified School District

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

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

**CONTRACTOR**

Bright Morning Consulting

  
\_\_\_\_\_  
*Name:* LesLee Bickford

*, Title:* Chief Operating Officer

February 22, 2023  
\_\_\_\_\_  
*Date*

Approved As To Form:



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

3/6/2023  
\_\_\_\_\_  
*Date*



# Fresno Unified School District - CFE + AOC

Quote created: February 16, 2023    Reference: 20230216-200729765

**Fresno Unified School District**  
2309 Tulare Street  
Fresno, CA 93721  
United States

**Katie Carmany**  
Vice Principal on Special Assignment  
katherine.carmany@fresnounified.org  
(559) 457-3656

**LesLee Bickford - Chief Operating Officer Bright Morning Consulting**



## Products & Services

<b>Coaching for Equity virtual workshop</b>	1 x \$40,000.00
DATES: May 23, 24, 25, 30, 31	
TIME: 12:30-4:30 pm PT [2 hr block sessions - 10 total blocks]	
MAXIMUM NUMBER OF PARTICIPANTS: 25 principals + executive staff	
PRESENTED BY: Nick Cains	
DESCRIPTION	
This workshop provides you with the essential knowledge to recognize educational in-equities; with the language to name and describe those inequities; and with the skills to have the conversations to interrupt those inequities. Building off of Elena Aguilar’s best-	

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selling book *Coaching for Equity*, you'll receive additional tools and resources to help you plan for and have conversations that result in behavior and belief change.

You'll learn about and practice six kinds of coaching conversations that center equity, and you'll see masterful demonstrations of these conversations. You'll also grapple with the relationship between your own identity and the systems of oppression that permeate our schools, develop a vision for what equity would look like in your work, hone the skills to facilitate compassionate coaching conversations about identity, and strengthen your resolve to disrupt inequities in your communities. This workshop is a satisfying balance between building skill and knowledge and also attending to our need to build internal reserves and resilience when leading for equity.

This workshop is right for you if:

- You see disparities in student outcomes, but what is driving them isn't clear
- You see things that seem inequitable, but you're not sure how to talk about them and say why they're wrong
- You feel called to take a stand, but you are unsure of exactly what to say or do
- You know what to say, but your emotions make it hard to speak up
- You get pushback when you challenge inequitable practices and beliefs
- You want a simple and effective process to plan for equity-focused conversations
- You need to know how to address the elephant in the room while preserving relationships

#### WHAT YOU'LL LEARN

- How to plan for an equity-focused conversation
- What to say to compassionately and directly interrupt inequities
- How to navigate your own emotions when coaching for equity
- How to explore and shift inequitable beliefs in coaching conversations
- New ways to build your resilience while deepening your commitment to creating equitable schools
- Historical context for educational inequities
- How to use data in coaching conversations

#### HOW YOU'LL SPEND YOUR TIME

- Pre-work [4-6 hours]

Your learning begins in advance of your workshop session and includes reading the Introduction and Chapters 1-4 in *Coaching for Equity* and engaging in a set of curated activities from *The Art of Coaching Workbook*. This foundational knowledge will set you up to maximize your workshop experience.

- Virtual Live Part 1 [2 days/8 total hours]

Your workshop begins with a two-day experience during which you will come together



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with a Bright Morning facilitator in community to process your learning, explore your identity, build context about systems of oppression, and engage in a set of small group discussions. Black, Indigenous, and People of Color (BIPOC) participants will have the option of BIPOC affinity breakout groups.

You'll return to your context with an expanded understanding of educational inequities and with clear action steps to implement. You'll also be able to engage in equity-centered conversations and begin applying the learning from the Virtual Live Part 1. During this period between Part 1 and Part 2, you'll be encouraged to note your learnings and the new areas for growth you become aware of so that you can refine those areas in Part 2.

#### - Virtual Live Part 2 [3 days/12 total hours]

You'll observe masterful demonstrations of coaching conversations focused on equity, learn strategies for having conversations about identity and beliefs, and analyze elements of effective coaching conversations. Of course, you'll also engage in many practice conversations of your own and receive targeted feedback. This is where you will develop your ability to facilitate the necessary conversations to change inequitable systems and practices. By the conclusion of Part 2, you'll be able to see how much growth you've made in coaching for equity.

#### WHO SHOULD ATTEND

- Anyone who seeks a non-judgmental learning space to acquire a deeper understanding of racism and educational equity
- Educators who see educational inequities but don't know what to say or do, or who seek to refine what you say and do
- Teacher leaders, coaches, and administrators who want space to explore thoughts and feelings about equity, to anchor in a vision, and to boost your courage
- BIPOC educators who want the opportunity to be in BIPOC-affinity groups for breakout sessions

#### WHAT'S REQUIRED

Participants must have a copy of Coaching for Equity and The Art of Coaching Workbook. Books are not included in the registration fee.

#### WHAT ELSE YOU NEED TO KNOW

Pricing reflects a virtual live session and does not include the ability to record or access to recording rights.

Fee includes a 30-min pre-event touchpoint with a member of the Bright Morning team to confirm logistical needs and ensure a smooth event. This touchpoint should take place 4-6 weeks ahead of the event.

## The Art of Coaching virtual workshop - NO TCAs

The Art of Coaching DATE: March 28, 2023

1 x ~~\$18,000.00~~  
after 50% dis-  
count **\$9,000.00**

TIME: 7:30-11:30 am PT [4 hours]

MAXIMUM NUMBER OF PARTICIPANTS: 100

PRESENTED BY: Nita Creekmore

### DESCRIPTION

We cannot think or read our way to skillful practice. If you want to be a Transformational Coach what you need is straightforward: structured space to practice and receive feedback combined with expert modeling and a few prioritized tools. That is exactly what you'll receive in this workshop.

New and experienced coaches will gain clarity about Transformational Coaching and its potential to impact schools and organizations, all while growing confidence in their coaching abilities. Administrators will leave with new tools for leading the adults on their teams.

This workshop also provides you with two critical resilience-boosters: space and community. First, the chance to slow down, reflect on your values, and remember what brought you into your role and this field. Then, the opportunity to learn in community, share wisdom, and form meaningful connections with coaches across the globe. You'll leave with renewed energy, inspired to return to your school or organization to implement all that you have learned.

### WHAT YOU'LL LEARN

- What makes Transformational Coaching uniquely powerful as a way to build emotional resilience in educators and interrupt inequitable practices
- The three components of a Transformational Coaching conversation and how to use multiple strategies and tools for each component
- Your strengths and areas for growth as a coach and leader
- How you can improve your coaching skills through scaffolded practice with other committed learners

### HOW YOU'LL SPEND YOUR TIME

Core workshop experience: The Art of Coaching

- Part 1: Asynchronous [4+ hours]

Your experience begins with a self-guided exploration of the foundations of

Transformational Coaching. This is a combination of knowledge-building and reflection

that will help you clarify your vision for yourself as a Transformational Coach. Elena has curated 21 hours of learning for this stage. While all content is highly recommended, 4 hours of learning content has been identified as required.

- Part 2: Self-Guided Reflection [1 hour]  
You'll synthesize your learning from Part 1 and prepare to share some of your reflections, takeaways, and questions in our virtual live session.

- Part 3: Virtual Live [4 hours]  
Next, you'll come together with a Bright Morning facilitator and a community of coaches to process your learning, observe masterful coaching, engage in coaching role plays, and receive feedback to sharpen your practice.  
This is a 4-hour virtual live experience with ~1 hour of pre-work.

WHO SHOULD ATTEND

- New and experienced coaches, managers, teacher leaders, and mentors
- Leaders who want to use coaching strategies to support and develop the adults on their teams
- Educators in all positions who work in public, charter, and private schools

WHAT'S REQUIRED

All participants must have access to The Art of Coaching and The Art of Coaching Workbook. Books are not included in the workshop fee.

WHAT ELSE YOU NEED TO KNOW

Pricing reflects a virtual live session and does not include the ability to record or access to recording rights.

Fee includes a 30-min pre-event touchpoint with a member of the Bright Morning team to confirm logistical needs and ensure a smooth event. This touchpoint should take place 4-6 weeks ahead of the event.

<b>The Art of Coaching virtual workshop - NO TCAs</b>	1 x <del>\$18,000.00</del>
The Art of Coaching DATE: March 28, 2023	after 50% dis-
	count <b>\$9,000.00</b>
TIME: 12:30-4:30 pm PT [4 hours]	
MAXIMUM NUMBER OF PARTICIPANTS: 100	
PRESENTED BY: Elena Aguilar	

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## DESCRIPTION

We cannot think or read our way to skillful practice. If you want to be a Transformational Coach what you need is straightforward: structured space to practice and receive feedback combined with expert modeling and a few prioritized tools. That is exactly what you'll receive in this workshop.

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- Part 2: Self-Guided Reflection [1 hour]

You'll synthesize your learning from Part 1 and prepare to share some of your reflections, takeaways, and questions in our virtual live session.

- Part 3: Virtual Live [4 hours]

Next, you'll come together with a Bright Morning facilitator and a community of coaches

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to process your learning, observe masterful coaching, engage in coaching role plays, and receive feedback to sharpen your practice.

This is a 4-hour virtual live experience with ~1 hour of pre-work.

#### WHO SHOULD ATTEND

- New and experienced coaches, managers, teacher leaders, and mentors
- Leaders who want to use coaching strategies to support and develop the adults on their teams
- Educators in all positions who work in public, charter, and private schools

#### WHAT'S REQUIRED

All participants must have access to The Art of Coaching and The Art of Coaching Workbook. Books are not included in the registration fee.

#### WHAT ELSE YOU NEED TO KNOW

Pricing reflects a virtual live session and does not include the ability to record or access to recording rights.

Fee includes a 30-min pre-event touchpoint with a member of the Bright Morning team to confirm logistical needs and ensure a smooth event. This touchpoint should take place 4-6 weeks ahead of the event.

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### The Art of Coaching virtual workshop - NO TCAs

The Art of Coaching DATE: March 29, 2023

TIME: 7:30-11:30 am PT [4 hours]

MAXIMUM NUMBER OF PARTICIPANTS: 100

PRESENTED BY: Nita Creekmore

#### DESCRIPTION

We cannot think or read our way to skillful practice. If you want to be a Transformational Coach what you need is straightforward: structured space to practice and receive feedback combined with expert modeling and a few prioritized tools. That is exactly what you'll receive in this workshop.

New and experienced coaches will gain clarity about Transformational Coaching and its potential to impact schools and organizations, all while growing confidence in their coaching abilities. Administrators will leave with new tools for leading the adults on their teams.

1 x ~~\$18,000.00~~  
after 50% dis-  
count **\$9,000.00**

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This workshop also provides you with two critical resilience-boosters: space and community. First, the chance to slow down, reflect on your values, and remember what brought you into your role and this field. Then, the opportunity to learn in community, share wisdom, and form meaningful connections with coaches across the globe. You'll leave with renewed energy, inspired to return to your school or organization to implement all that you have learned.

#### WHAT YOU'LL LEARN

- What makes Transformational Coaching uniquely powerful as a way to build emotional resilience in educators and interrupt inequitable practices
- The three components of a Transformational Coaching conversation and how to use multiple strategies and tools for each component
- Your strengths and areas for growth as a coach and leader
- How you can improve your coaching skills through scaffolded practice with other committed learners

#### HOW YOU'LL SPEND YOUR TIME

Core workshop experience: The Art of Coaching

- Part 1: Asynchronous [4+ hours]

Your experience begins with a self-guided exploration of the foundations of Transformational Coaching. This is a combination of knowledge-building and reflection that will help you clarify your vision for yourself as a Transformational Coach. Elena has curated 21 hours of learning for this stage. While all content is highly recommended, 4 hours of learning content has been identified as required.

- Part 2: Self-Guided Reflection [1 hour]

You'll synthesize your learning from Part 1 and prepare to share some of your reflections, takeaways, and questions in our virtual live session.

- Part 3: Virtual Live [4 hours]

Next, you'll come together with a Bright Morning facilitator and a community of coaches to process your learning, observe masterful coaching, engage in coaching role plays, and receive feedback to sharpen your practice.

This is a 4-hour virtual live experience with ~1 hour of pre-work.

#### WHO SHOULD ATTEND

- New and experienced coaches, managers, teacher leaders, and mentors
- Leaders who want to use coaching strategies to support and develop the adults on their teams
- Educators in all positions who work in public, charter, and private schools

WHAT'S REQUIRED

All participants must have access to The Art of Coaching and The Art of Coaching Workbook. Books are not included in the registration fee.

WHAT ELSE YOU NEED TO KNOW

Pricing reflects a virtual live session and does not include the ability to record or access to recording rights.

Fee includes a 30-min pre-event touchpoint with a member of the Bright Morning team to confirm logistical needs and ensure a smooth event. This touchpoint should take place 4-6 weeks ahead of the event.

The Art of Coaching virtual workshop - NO TCAs

The Art of Coaching DATE: March 29, 2023

TIME: 12:30-4:30pm PT [4 hours]

MAXIMUM NUMBER OF PARTICIPANTS: 100

PRESENTED BY: Becky Barstein

DESCRIPTION

We cannot think or read our way to skillful practice. If you want to be a Transformational Coach what you need is straightforward: structured space to practice and receive feed-back combined with expert modeling and a few prioritized tools. That is exactly what you'll receive in this workshop.

New and experienced coaches will gain clarity about Transformational Coaching and its potential to impact schools and organizations, all while growing confidence in their coaching abilities. Administrators will leave with new tools for leading the adults on their teams.

This workshop also provides you with two critical resilience-boosters: space and community. First, the chance to slow down, reflect on your values, and remember what brought you into your role and this field. Then, the opportunity to learn in community, share wisdom, and form meaningful connections with coaches across the globe. You'll leave with renewed energy, inspired to return to your school or organization to implement all that you have learned.

WHAT YOU'LL LEARN

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1 x ~~\$18,000.00~~

after 50% dis-

count **\$9,000.00**



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resilience in educators and interrupt inequitable practices

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## HOW YOU'LL SPEND YOUR TIME

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- Part 1: Asynchronous [4+ hours]

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This is a 4-hour virtual live experience with ~1 hour of pre-work.

## WHO SHOULD ATTEND

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- Leaders who want to use coaching strategies to support and develop the adults on their teams
- Educators in all positions who work in public, charter, and private schools

## WHAT'S REQUIRED

All participants must have access to The Art of Coaching and The Art of Coaching Workbook. Books are not included in the registration fee.

## WHAT ELSE YOU NEED TO KNOW

Pricing reflects a virtual live session and does not include the ability to record or access to recording rights.

Fee includes a 30-min pre-event touchpoint with a member of the Bright Morning team

to confirm logistical needs and ensure a smooth event. This touchpoint should take place 4-6 weeks ahead of the event.

One-time subtotal	\$76,000.00
after \$36,000.00 discount	
<b>Total</b>	<b>\$76,000.00</b>

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Katie Carmany**  
katherine.carmany@fresnounified.org

Verify to sign

This quote expires on February 23, 2023

## Purchase Terms

We will hold the dates that we've offered you for one week. If we do not hear back from you after that week, we will release these dates. Acceptance of this proposal, including indicated dates and times, as indicated by your signature, serves as a binding contract. If your organization uses a standard, separate contract, this quote can be attached or included in that contract and Bright Morning may execute your standard contract instead of this quote.

Once the contract is received, our cancellation policy is as follows:

Cancellation 30+ days in advance, 20% of total cost will be charged. Cancellation between 15-30 days before event, 50% of total cost will be charged. Cancellation 14 days or less, total cost will be charged.

Payment is due upon completion of each service. If a Purchase Order is required by the client organization's billing department to assure payment, in addition to signing the contract here, please provide a copy of the Purchase Order to Bright Morning at your earliest convenience.

This contract includes touchpoints via email with Bright Morning to support the client experience. It also includes a single 30-minute logistics call to support all services.

Clients are fully responsible for the selection of their workshop dates, including efforts to avoid religious holidays or other dates of significance that would prevent participants from attending. We trust our clients to ensure there are reasonable accommodations in the event of unavoidable conflicts.

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Questions? Contact me



**LesLee Bickford**

Chief Operating Officer

leslee@brightmorningteam.com

+15105459153

**Bright Morning Consulting**

5708 Grisborne Ave

Oakland CA 94611

US

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-11**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Agreement with Fresno Pacific University Center for Community Transformation

**ITEM DESCRIPTION:** In Spring 2022, Fresno Unified School District received a Planning Grant from the California Community Schools Partnership Program (CCSPP) to develop their plan to pilot the Community Schools' Model within the district. Five schools (Fort Miller, Norseman, Birney, Thomas, and Holland) were selected to pilot this model. The planning grant provided time and resources to develop the district's proposal to implement this model at each site over the next five years (implementation grant submission date: 03/21/23). The next step is to complete a comprehensive asset and needs assessment by convening a series of Listening Tours\*. The Fresno Pacific University Center for Community Transformation (CCT) will conduct this work by facilitating an extensive community engagement process to gather feedback from all educational partners at each site (anticipated completion date: 07/01/23).

The purpose of this comprehensive assessment is to identify current conditions and desired outcomes which will be aligned to the four community school pillars; (1) Integrating Student Supports; (2) Expanded and Enriched Learning Time and Opportunities; (3) Active Family and Community Engagement, and (4) Collaborative Leadership Practice. The process will include high-leverage activities such as one-on-one interviews, small focus groups, and large public gatherings with crucial educational partners, such as parents, students, classified staff, certificated staff, and community-based organizations. The qualitative and quantitative data collected will then be used to create a final report with translated data, key findings, and recommendations for school and district leaders to utilize during the implementation process.

\*A Listening Tour is the process of gathering interpretations, perceptions, and assessment from stakeholder parties to deepen your understanding of the operational aspects of a business and the future possibilities for that.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$45,000 are available in the Community Schools and Wallace Foundation budgets.

**PREPARED BY:** Carlos Arredondo,  
Principal on Special Assignment

**DIVISION:** Community Schools  
**PHONE NUMBER:** 457-3156

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



**DEPUTY SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno Pacific University

1717 S. Chestnut Ave. Fresno, CA 93702

**Vendor Name**

**Address**

5596-453-2374

Carlos Huerta

**Phone Number**

**Vendor Contact**

**From:** 3/23/2023

**Through:** 6/30/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Carlos Arredondo

Community Schools

559-457-3156

*Name*

*Site/ Dept*

*Telephone number*

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-9075-0702-1110-2140-5899

**Annual Cost** 45000.

(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:

A 65-hour community school community engagement process to access the assets and needs at each of the following district school sites; Norseman Elementary, Holland Elementary, Thomas Elementary, Birney Elementary and Fort Miller Middle School . The goal is to help each school site better understand both short and long-term needs of the communities that feed into the school sites. Community partners function as neutral conveners of Community Schools listening tours, working alongside school site administrators and district staff.

This needs assessment process will included:

- School site meetings with key staff - Work with staff administrators and district staff to assess key leadership and stakeholders in designing 1-on-1s and focus group ser

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:** 03/23/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

*Signed*

*Date*

Reviewed & approved by **Risk Management**

*Signed*

3/3/2023

*Date*

Reviewed & approved by **Department Head**

*Signed*

*Date*

Please return signed agreement back to (name/email) : Annette J. Montague






# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: Community Schools

District Contact Person: Carlos Arredondo

Budget Manager Approval: 

Contractor's Vendor Name: FPU Center for Community Transformation

Contractor's Contact Person: Carlos Huerta

Contractor's Title: Executive Director

Contractor's Telephone  
Number: 559-453-2374

Contractor's E-mail: carlos.huerta@fresno.edu

Contractor's Address: 1717 S. Chestnut, Fresno, CA 93702

This Independent Contractor Services Agreement is made and entered into effective 3/23/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), FPU Center for Community Transformation

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

A 65-hour community school community engagement process to assess the assets and needs at each of the following district school sites; Norseman Elementary, Holland Elementary, Thomas Elementary, Birney Elementary and Fort Miller Middle School. The goal is to help each school site better understand both short and long-term needs of the communities that feed into the school sites. Community partners function as neutral conveners of Community Schools listening tours, working alongside school site administrators and district staff.

This needs assessment process will include:

- School site meetings with key staff - Work with staff administrators and district staff to assess key leadership and stakeholders in designing 1-on-1s and focus group series
- Hold stakeholder 1-on-1's, including but not limited to key parents, staff and local associations and institutions
- Conduct Site surveys collecting both qualitative and quantitative data
- Hold focus groups, including but not limited to key parents, staff and local associations and institutions
- Organize and host a large school-wide event, focused on fun, family and information around community schools
- A school site specific report, analyzing data and making key recommendations based on findings and trends.
- Create a final report with translated data, key findings and recommendations based on the collection of both quantitative and qualitative data sets.



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 3/23/23 , and shall terminate on 6/30/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$9,000 per site , Not to exceed \$45,000 . Checks will be made payable to FPU Center for Community Transform . 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 RL

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 45000
- f. Other \$0

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 RL

District's initials SS

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

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

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

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

### 13. Confidential Information

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

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

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

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

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

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

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

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

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

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

**The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials RL 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: FPU Center for Community Tra

*Name:* Robert Lippert

*Address:*

1717 S. Chestnut Ave.  
Fresno, CA 93702

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

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

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

**DISTRICT**

Fresno Unified School District

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

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

**CONTRACTOR**

FPU Center for Community Transformation

Robert Lippert

Robert Lippert (Mar 2, 2023 14:01 PST)

*Name:* Robert Lippert

*Title:* VP of Finance and Business

\_\_\_\_\_  
Mar 2, 2023

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

Approved As To Form:



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

\_\_\_\_\_  
3/3/2023

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

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-12**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with ProSolve for 2022/23 Summer Academy**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with ProSolve. ProSolve will provide Forty plus hours of QUEST course material for Fresno Unified School District teachers to help develop incoming seventh, eighth, and ninth grade students' social and emotional skills and to increase engagement in Fresno Unified summer academy programs. QUEST kits are provided to classrooms and contain all needed components including materials, unique game items, and direct class instruction with a series of seven episodes. Each series includes "gamified" challenges where students must work together to problem solve a storyline, develop team consensus, and make real life decisions to determine the next action. In addition to discussing possible consequences that can occur and determine awards to give based on completion and accomplishments. This promotes critical thinking and collaboration skills.

Additionally, ProSolve will provide full digital licenses to all facilitators allowing access to the QUEST teaching and training portal. The Portal also provides access to the QUEST game interface and includes all online teaching resources and training modules required for implementation. ProSolve will also provide professional development and training opportunities for up to 50 teachers on how to utilize and maximize the QUEST platform and engage with students.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$805,000 are available in the Extended Learning Department budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**DEPUTY SUPERINTENDENT APPROVAL:**







# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

ProSolve	2870 Peachtree Rd NW#915-6579, Atlanta, GA 303
Vendor Name	Address
(858) 999-1617	Lindsay Litzinger
Phone Number	Vendor Contact
From: 3/23/2023	Through: 6/30/2023
Term (Duration)	
FUSD Contract Administrator:	Extended Learning/College& Car (559) 248-7560
Jeremy Ward/Connie Cha	Site/ Dept Telephone number
Name	

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1546-5899

Annual Cost \$ 805,000.00 (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:

ProSolve will provide 40+ hours of QUEST course material for FUSD teachers to use to help develop incoming 7th, 8th and 9th grade students' social and emotional skills and increase engagement in FUSD summer academy programs. QUEST kits are provided to classrooms and contain all needed components including materials, over 200 unique game items, and over 20 hours of direct class instruction. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training portal. The Portal also provides access to the QUEST game interface and includes all online teaching resources and training modules required for implementation. ProSolve will also provide professional development and training opportunities for up to 50 teachers on how to utilize and maximize the QUEST platform and engage with students.

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

Date Item is to appear on Board of Education Agenda: 03/22/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

3/3/2023

Date

Reviewed & approved by Risk Management

Signed

3/6/2023

Date

Reviewed & approved by Department Head

Signed

2/23/23  
Date

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



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1546-1000-5899

District Contact Person: Jeremy Ward/Connie Cha

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

Contractor's Vendor Name: ProSolve

Contractor's Contact Person: Lindsay Litzinger

Contractor's Title: Market Director

Contractor's Telephone  
Number: (858) 999-1617

Contractor's E-mail: Lindsay@ProSolve.com

Contractor's Address: 2870 Peachtree Rd NW#915-6579, Atlanta, GA 30305

This Independent Contractor Services Agreement is made and entered into effective 3/23/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). ProSolve

1. Contractor Services. Contractor agrees to provide

ProSolve will provide 40+ hours of QUEST course material for FUSD teachers to use to help develop incoming 7th, 8th and 9th grade students' social and emotional skills and increase engagement in FUSD summer academy programs. QUEST kits are provided to classrooms and contain all needed components including materials, over 200 unique game items, and over 20 hours of direct class instruction. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training portal. The Portal also provides access to the QUEST game interface and includes all online teaching resources and training modules required for implementation. ProSolve will also provide professional development and training opportunities for up to 50 teachers on how to utilize and maximize the QUEST platform and engage with students.

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

3. Term. This Agreement shall begin on 3/23/2023 , and shall terminate on 6/30/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$175 per Student, Not to exceed \$805,000 . Checks will be made payable to ProSolve . 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 LL

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): 805000
- f. Other \$0

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 LL District's initials CC

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

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



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

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

13. Confidential Information

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

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

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

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

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

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



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

Contractor's initials LL 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: ProSolve

Name: Lindsay Litzinger

Address:

2870 Peachtree Rd NW#915-6579, Atlanta,  
GA 30305

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

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



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

**DISTRICT**

Fresno Unified School District

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

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

**CONTRACTOR**

ProSolve

Lindsay Litzinger

Lindsay Litzinger (Feb 22, 2023 09:21 PST)

Name: Lindsay Litzinger , Title: Market Director

Feb 22, 2023

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

Approved As To Form:



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

3/6/2023

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

DATE SUBMITTED:  
2.7.2023

INVESTMENT PROPOSAL FOR:  
JEREMY WARD \ CONNIE CHA  
FRESNO UNIFIED SCHOOL DISTRICT

DATE EXPIRES:  
5.1.2023



QUEST is a highly engaging classroom experience that focuses on developing students' critical thinking, creativity, communication, and collaboration. QUEST combines the physical elements of board games, the digital interface of a video game, and the strategy of escape rooms, immersing students in experiential and play-based learning. QUEST has been proven to increase engagement, strengthen emotional intelligence and build the soft skills needed for college, career and life.



Our QUEST subscription includes a digital license per facilitator that affords access to the QUEST training portal and interactive game interface. The physical QUEST base game box provides a classroom with all physical components required to play QUEST. The base game includes eight boxes of materials, over 200 unique game items, and 30 hours of gameplay and activities.

#### **The QUEST Kit includes:**

- 1 Teacher Box
- 7 Episode Boxes
- 10+ tutorial videos
- 20+ hours game time
- 40+ animated videos
- 200+ game items



QUEST Connect is comprised of six-modules of CASEL Framework-aligned hands-on SEL activities and guided discussions. Lessons are designed to help students master the skills that will help them succeed at QUEST and in the real world.

#### **QUEST Connect Module Themes:**

- From Self Awareness to Team Awareness
- Communication: Listening, Negotiation & Debate
- Goal Setting & Long-Term Planning
- Personal & Collective Decision-Making
- Problem-Solving & Strategy
- Perseverance & Growth Mindset



ProSolve provides in-person and virtual professional development opportunities for staff to become fully prepared to successfully implement QUEST. Training opportunities cover everything facilitators will need to utilize the QUEST platform, operate the game, and develop their students.



DATE SUBMITTED:  
2.7.2023

INVESTMENT PROPOSAL FOR:  
JEREMY WARD \ CONNIE CHA  
FRESNO UNIFIED SCHOOL DISTRICT

DATE EXPIRES:  
5.1.2023



ProSolve is elated to enter a second year of partnership and join Fresno USD's mission of providing meaningful learning experiences to summer students.

ProSolve will provide 40+ hours of QUEST course material for FUSD teachers to use to help develop incoming 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> grade students' social and emotional skills and increase engagement in FUSD summer academy programs. QUEST kits are provided to classrooms and contain all needed components including 8 boxes of material, over 200 unique game items, and over 20 hours of direct class instruction. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training portal. The Portal also provides access to the QUEST game interface and includes all online teaching resources and training modules required for implementation.

ProSolve will also provide professional development and training opportunities for up to 50 teachers on how to utilize and maximize the QUEST platform and engage with students. ProSolve will provide support to coordinate QUEST in FUSD summer academy programs and organize analytics on student attendance, growth in SEL development and use of the Four Cs as well as provide survey-driven student and facilitator feedback.

## Fresno USD Summer Academy Scope of Work

### FUSD QUEST Summer Structure

- 4,600 seventh – ninth graders
- 42 teachers across 25 school buildings
- Program Start Date: June 12, 2023 | Program End Date: June 30, 2023
- Desired date for professional development: Week of June 5 – 9, 2023

Product	Quantity	Product Description
QUEST Physical Kit	42	<ul style="list-style-type: none"><li>• Reusable, all-inclusive QUEST game box</li><li>• All required teacher resources and student consumables per classroom</li><li>• Seven Episode Boxes with over 200 unique game items</li><li>• 40+ hours of hands-on, problem-based curriculum</li></ul>
QUEST Summer Subscription	42	<ul style="list-style-type: none"><li>• Per-facilitator license provides digital access to the online platform</li><li>• CASEL-aligned SEL lessons and activities for all QUEST episodes</li></ul>
QUEST Student Materials	4,600	<ul style="list-style-type: none"><li>• Per student team gear includes a water bottle, drawstring backpack and wristbands</li></ul>
QUEST Certification Program	1	<ul style="list-style-type: none"><li>• Six hours of hands-on, in-person training to prepare all new and returning QUEST facilitators for a successful summer implementation</li><li>• Summer implementation dedicated program management</li></ul>
Professional Trainer for 1 Day	2	<ul style="list-style-type: none"><li>• 1:25 participant ratio for all in-person professional development</li></ul>

Per Student Summer Seat: \$175.00

**Total Investment: \$805,000.00**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-13**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning

**ITEM DESCRIPTION:** Included in the Board binders and recommended for approval is an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning. The agreement is in the amount of \$26,000 and is for the period of April through October 2023 and will be utilized in conjunction with MGT of America Consulting, LLC (MGT) facility conditions assessments.

The purpose of an equity-based facility assessment is to objectively determine, using independent facilities equity experts and a standardized rating tool provided by MGT to identify areas of greatest need. RSSC will assist the Board in establishing a comprehensive discussion focusing on equity-based prioritization, support the Board in understanding the impact of traditional facilities planning on underserved communities, and develop strategies for authentic and meaningful community engagement around student/community equity. A series of four meetings is planned and will start with the Facilities Board Workshop in the Spring of 2023, focusing on: Board of Trustee and Equity Based Facilities Planning Leadership, Conditions for Student Success “Lessons Learned from Sacramento City Unified School District”, Equity Based Facilities Planning, and Re-Imagining Community Engagement.

Equity-based facilities planning will support the board and staff in developing decision-making criteria aiding the district goals in community engagement and integration with facility condition assessment studies to support a future bond greatest needs assessment.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$26,000 are available in the Measure M Fund.

**PREPARED BY:** Alex Belanger,  
Chief Executive

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

RSS Consulting, LLC

Vendor Name

(650) 922-3762

Phone Number

545 Kenmore Avenue, Oakland CA 94610

Address

Dr. Regina Stanback Strout

Vendor Contact

From: 3/23/2023

Term (Duration)

FUSD Contract Administrator

Alex Belanger

Name

Through: 12/31/2023

Facilities Management & Planning (559) 457-6126

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) **SR 26**

Cost

\$ 26,000.00

Please choose an option

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

Yes ☒

No ☐

## Scope of Work Summary:

This proposal is designed to support the development of Equity-Based Facilities Planning to present to the Board of Trustees and District Leadership Staff. It includes a recommended approach of an initial board meeting in April 20, 2023 and a follow up series of district leadership meetings in August, September, and October 2023.

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: 03/22/23** Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management, or  
Exec. Dir. of Purchasing:

Signed

Date

Please return signed contract to:

Richard Hopelian

Name

Facilities Management & Planning

Department



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget:

District Contact Person: Alex Belanger

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

Contractor's Vendor Name: RSS Consulting, LLC

Contractor's Contact Person: Dr. Regina Stanback Strout

Contractor's Title: Chief Executive Officer

Contractor's Telephone  
Number: (650) 922-3762

Contractor's E-mail: rstroud@rssconsulting.org

Contractor's Address: 545 Kenmore Avenue, Oakland CA 94610

This Independent Contractor Services Agreement is made and entered into effective 3/23/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), RSS Consulting, LLC

1. Contractor Services. Contractor agrees to provide

Board of Trustees and Equity-Based Facilities Planning Leadership- Board meeting in April 2023,  
District Leadership Workshops/Discussions:  
EBFP: Lessons Learned by Sacramento City Unified School District - August 2023  
EBFP: Conditions for Student Success - September 2023  
EBFP: Re-Imagining Community Engagement - October 2023



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 3/23/2023 , and shall terminate on 12/31/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of \_\_\_\_\_ per \_\_\_\_\_, Not to exceed \$ 26,000.00 . Checks will be made payable to RSS Consulting, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here RSS
- Lodging N/A Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals N/A Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel N/A Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies N/A As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 26,000.00
  - Other \_\_\_\_\_
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☐ Yes ☒ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials RSS District's initials SS
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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



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

Contractor's initials ISS

District's initials SS

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Ann Looz  
Purchasing Department  
Fresno Unified School  
District 4498 N. Brawley  
Avenue Fresno, CA 93722

Contractor: RSS Consulting, LLC

Name: Dr. Regina Stanback Strout

Address:  
545 Kenmore Avenue  
Oakland, CA 94610

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

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

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

**DISTRICT**

Fresno Unified School District

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

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

**CONTRACTOR**

RSS Consulting, LLC



\_\_\_\_\_  
*Name: Dr. Regina Stanback Strout, Chief Executive Officer*

February 21, 2023

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

Approved As To Form:



\_\_\_\_\_  
*Risk Management or Purchasing*

2/27/2023

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



# Fresno Unified School District Equity-Based Facilities Planning



*Photo: Fresno Unified School District Building Futures Publication – August 2019*

Prepared for:  
Superintendent Robert Nelson  
and Mr. Alex Belanger  
Fresno Unified School District

Prepared by  
Dr. Regina Stanback Stroud  
RSSC  
545 Kenmore Avenue,  
Oakland CA 94610

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## COVER LETTER

Dr. Nelson and Mr. Belanger:

Thank you for the opportunity to submit this proposal supporting your interest in equity-based facilities planning.

This proposal is designed to support the development of the Board of Trustees and District leadership staff. It includes a recommended approach of an initial board meeting in April 2023, follow up with a series of district leadership meetings in August, September, and October 2023. Of course the timeline proposed, number and scope of workshop/meetings can be expanded or contracted to better serve your needs and interests.

I appreciate being given this opportunity to provide this proposal and welcome the opportunity to answer any questions or provide any clarification.

Respectfully submitted,

Dr. Regina Stanback Stroud, CEO



## ABOUT RSSC

After more than thirty years of experience as a community college leader, Dr. Regina Stanback Stroud formed RSSC to share her lessons from lived experience as an executive administrator in higher education. Recognizing that so many are counting on leaders for a chance to maximize their human potential and make better, their lot in life, RSSC offers racial and equity literacy professional development, coaching, guidance, and strategic advice on meeting ultimate standards of leadership and creating high performing teams.

“Be bold, brilliant, uncompromising, and unapologetic in your vision for excellence and equity.”

### Our Commitment

RSSC is committed to supporting leadership development, racial literacy, and equity literacy, so that we all take care to *Show Up. Differently.*



## BACKGROUND

Fresno Unified School District is the third largest unified school district in California. It has 106 schools and serves 74,000 students, 90% of whom are minoritized. As FUSD considers launching a bond campaign, it is strongly interested in making sure students have the conditions they need to be successful – that they have the learning environments, safety/security, dining experience and nutrition, fitness and athletics, individualized support, and inquiry/experiential learning necessary for their success.

In considering a bond campaign, FUSD stands to create typical community benefits such as increased property values because of better schools, greater business investment in the community, and strengthened cultural assets that school facilities offer for public events and programs for the full range of residents in the community beyond school-aged children. This discussion by FUSD gives the communities the opportunity to fund their public schools and determine the level of investment they want to make.

Therefore, commitment and accountability to the community is the foundation to engendering the trust and support needed to successfully carry out a bond campaign. Communities served will like look to the district to equitably serve them and their children. FUSD Boards of Trustees have the opportunity to make decisions that consider facilities data with an understanding of neighborhood, the historical and the student context. To miss the opportunity to do so has a greater negative impact on the communities that already suffer consistent, systematic divestment and abandonment.

### Leadership Matters

Such a commitment is derived from the Facilities Master Plan. It informs the community of the vision and needs of the district. Every public school district in the state of California prepares a Local Control and Accountability Plan (LCAP) to set goals, actions, services, and expenditures. Specific student populations are identified. Given the typical and predictable disparities in student outcomes data when disaggregated by race, most LCAP's are by design, plans to close equity gaps. This "equity plan" along with the mission, vision and values of a district represent the commitment the district makes to the community when it says, *"Give us your most precious resources, your precious tax dollars, your young people whose future you entrust us with, your*





*committed parent resources of time and engagement, and we will meet these LCAP goals, this mission, this vision, holding these values."*

Yet, time after time, traditional processes and structures are used in decision-making resulting the consistent outcomes and allocations of resources that consistently benefit some students and typically whiter, wealthier communities, while excluding, marginalizing and exacting structural harm and violence against typically under resourced communities of color. Here FUSD has the opportunity to engage in equity-based facilities planning and show up differently.



## APPROACH

District Boards must have the political will to disrupt practices and policies that produce the results that can be predicted by race. To do so, Boards need to usher in facilities planning through an equity lens –taking into consideration the political and historical context of students, the communities they come from and the neighborhoods in which they live.

RSSC recommends starting with a comprehensive discussion/presentation with the Board of Trustees for Board and District leadership development in understanding the impact of traditional facilities planning on underserved communities and neighborhoods, the Board's role in centering equity in facilities planning, and strategies for authentic and meaningful community engagement. This discussion would be followed up with a series of meetings with District leadership. The presentations would be designed to increase understanding of equity-based facilities planning, the impact of facilities on student outcomes, the differences between equity-based facilities planning and traditional facilities planning, ways to disrupt common practices that create harm and perpetuate inequity, strategies for authentic community engagement.

### Board and District Workshops/Discussions

#### Board of Trustees and Equity-Based Facilities Planning Leadership - April 2023

Boards of Trustees must be deliberate in their decision to engaged in equity-based facilities planning. With equity-based facilities planning, Boards are likely to examine assumably neutral processes, consider who has been harmed and act in the best interest of the common good and overall district (as opposed to individual member service areas). Equity-based facilities planning can support the board and staff in developing decision making criteria that goes beyond traditional facilities planning and has a positive impact on student success. Equity-based facilities planning compels Districts to strive for authentic community engagement. RSSC recommends the board engage in an initial discussion of equity-based facilities planning, the leadership implications and the commitment needed by the Board and District staff. This session will introduce the approach used by Sacramento City Unified School District (SCUSD) and the lessons learned along the way.



## District Leadership Workshops/Discussions –

### EBFP: Lessons Learned by Sacramento City Unified School District – August 2023

Superintendent Jorge Aguilar and the Board of Trustees for Sacramento City Unified School District were facing facilities needs at more than three billion dollars, while the recently passed bond provided significantly less at \$750 million dollars. Using an equity-based facilities planning process, SCUSD implemented an award-winning process to use equity to prioritize capital outlay projects. The approach uses a data-informed and research-based method that resulted in serving underserved student groups, responding to community concerns about addressing past inequitable institutional practices and strengthening community engagement and trust.

This session will look at the path SCUSD used to create an Equity-Based Facilities Master Plan for the school and community. It will discuss lessons learned associated with challenges and solutions during the development process.

### EBFP: Conditions for Student Success – September 2023

Schools are engines of economic growth. They impact commercial corridors, housing, food, and transportation. They bring investments into the same conditions that have a profound impact on kids. When we invest in neighborhood schools, neighborhood conditions improve over time, and generations.

Boards of Trustees and District staff can play a critical role in centering facilities prioritization on student groups, neighborhoods, and warm, safe, dry facilities. This workshop considers a decision-making framework that establishes an equity index – decision making criteria that prioritizes the needs of students and their communities as the conditions of the facilities are considered.

### EBFP: Re-Imagining Community Engagement – October 2023

Years of equity-based planning reveals a powerful truth: our best source of expertise to answer this question is the caregivers and families of students who are not receiving these conditions. Or, reframed, the people closest to the pain are closest to the solutions. Districts often make the mistake of planning for the community not with the community. Planners and experts with lived experiences that are typically different than the communities being served frequently lack the racial and equity consciousness required to authentically engage the community and center their voices in the planning.

This workshop focuses on a framework for strengthening community engagement, sharing decision making, increasing transparency, and facilitating accountability.



Timeline:





## 04 COSTS & INVOICING

Board of Trustees Workshop/Discussion	
<ul style="list-style-type: none"> <li>Board of Trustees and Equity-Based Facilities Planning Leadership - April 2023</li> </ul>	\$6,500
District Leadership Workshops/Discussions –	
<ul style="list-style-type: none"> <li>Lessons Learned from Sacramento City Unified School District Process – August 2023</li> <li>EBFP: Conditions for Student Success – September 2023</li> <li>Re-Imagining Community Engagement - October</li> </ul>	\$19,500
<b>Total</b>	<b>\$26,000</b>

Invoices to be issued at the completion of each workshop/meeting.

- April 2023 - \$6,500
- August 2023 - \$6,500
- September 2023 - \$6,500
- October 2023 - \$6,500



## OUR TEAM

### Regina Stanback Stroud

CEO

35 years of Higher Education Experience



#### EDUCATION

Ed.D. Educational Leadership | *Mills College*

M.A. Educational Leadership | *Mills College*

M.S. Human Relations | *Golden Gate University*

B.S. Nursing Sciences | *Howard University*



Now retired from serving more than 35 years as an educator, Dr. Regina Stanback Stroud is a certified Associate Diversity Coach through Coach Diversity Institute. She began as a professor of nursing at Rancho Santiago College (now Santa Ana College). She later became the Mission College Dean of

Workforce and Economic Development, Skyline College Vice President of Instruction, and President, before being appointed Chancellor of the Peralta Community College District. Her successful tenure as College President included leadership in establishment of the Skyline College Promise, the Equity Institute, the SparkPoint Center, and the Center for Transformative Teaching and Learning—as well as capital improvements, a new baccalaureate degree, diversification of faculty and staff, and successful fundraising.

Named President Emerita by the San Mateo County Community College District Board of Trustees, Dr. Stanback Stroud is highly regarded for her work on student equity and diversity; education/industry collaboratives; economic empowerment and anti-poverty strategies; community workforce and economic development; and regional and state educational policy.

Dr. Stanback Stroud served as the President of the State Academic Senate for California Community Colleges. Dr. Stanback Stroud served as a presidential appointee on the President's Advisory Council on Financial Capability for Young Americans for President Barack Obama. In recognition of her work on equity, the Academic Senate for California Community Colleges established the Regina Stanback- Stroud Diversity Award, a state-wide award that honors faculty whose work demonstrates a commitment to diversity, equity, and social justice. In

recognition of her leadership, the Western Regional Council on Black American Affairs established the Dr. Regina Stanback Stroud Leadership Achievement Award, awarded to individuals committed to leadership excellence and social justice.

Dr. Stanback Stroud has a rich history of board service in philanthropy, including serving on the boards of the Peralta Colleges Foundation, the San Bruno Community Foundation, the San Mateo Community College Foundation, and the United Way of the Bay Area. Dr. Stanback Stroud currently serves as a board member of Base11, a non-profit company that partners with industry, academia, and philanthropy to deploy a STEM Accelerator model. Dr. Stroud also serves as a member of the Board of Directors of Sierra Nevada Journeys, a nonprofit organization that delivers innovative outdoor, science-based education programs for youth to develop critical thinking skills and to inspire natural resource stewardship.

Dr. Stanback Stroud also has served as a Visiting Assistant Professor in the Mills College Educational Leadership Doctoral Program and as an adjunct professor in the San Francisco State University Educational Leadership Doctoral Program. Her areas of scholarship include the intersection of critical race theory, Black feminist thought and women's leadership. Dr. Stanback Stroud has published works on women of color in leadership, workforce and economic development, and antipoverty strategies in the community colleges.

Dr. Stanback Stroud is a member of Delta Sigma Theta Sorority, Inc.- Oakland Eastbay Alumnae Chapter.



## Leigh Sata

35 years of Architectural and Higher Education Experience



### EDUCATION:

Global Executive Doctor of Education  
Rossier School of Education, University of  
Southern California

B.A. Architecture  
College of Environmental Design, University of  
California, Berkeley

Dr. Leigh T. Sata is a licensed, second-generation architect who practicing architecture for the first 15 years of his career. He then moved into project management and has been a project and program manager, and facilities executive for over 20 years. He was the University Architect at the University of San Francisco, where his responsibilities included planning, design, and project management. Later, as a consultant to higher education clients, Dr. Sata honed his community college experience by working for several Bay Area Community Colleges as a program manager and team leader. He has overseen close to \$3B in capital project funding for various public agencies.

Dr. Sata returned to an in-house role in 2013, first with the Solano Community College District as the Executive Director of Capital Projects, then with the Sonoma County Junior College District as the Senior Director of Capital Projects, the Peralta Community College District as the Vice Chancellor of General Services, and now as the California College of the Arts Vice President of Operations, Capital Projects, and Planning. In these assignments, Dr. Sata oversees the capital program start up and facilities master planning process for each institution, among other responsibilities.

In 2019, Dr. Sata received his Global Executive Doctor of Education from the Rossier School of Education from USC. His dissertation topic evaluated a community college's ability to create and implement a climate action plan. His work recognized the drivers of sustainability in California and the ability of a college to implement a sustainability plan using a shared or participatory governance decision making structure. He understands the decision-making culture of higher education institutions and is mindful about communication and transparency within organizations and to the community served. He presented his research work at the 2021 ACSA (Association of Collegiate Schools of Architecture) "Intersections" Conference and was published in the conference journal.

## Anton Blewett

K-12 Education Planner with DLR Group



### EDUCATION:

Master of Architecture – University of Washington  
Bachelor of Science, Computer Science – University of California, Los Angeles

Anton is a planner who helps school districts make facility planning decisions using an equity lens. Coming from a place of humility and compassion, Anton facilitates workshops focused on identifying and disrupting historic and institutional inequities. Using research, street data, and story, he centers historically underserved voices in a way that those in power feel compelled to listen. His leadership has resulted in visible action: large, urban districts are beginning to develop coherent, actionable master plans focused on acknowledging and repairing inequities. Anton has a B.S. in Computer Science from UCLA and a Master of Architecture from the University of Washington.

## Pcyeta J. Stroud

Director of Strategic Career and Business Development  
11 years of Higher Education Experience



### EDUCATION

MBA Strategic Management | North Central University  
BA Organizational Leadership | Arizona State University  
AA. Interdisciplinary Studies, Letters and Sciences | Skyline College

Pcyeta Stroud is the Director of Strategic Business and Career Development. As an innovative leader, Pcyeta is committed to empowering members of her community throughout the Bay Area, with resources through the lens of entrepreneurship. She has over ten years of economic and workforce development experience with an emphasis on mentorship, cultivating





entrepreneurship and equity in career readiness practices. After co-founding the Student Internship & Job Shadow Program at Skyline College, Pcyeta launched the Summer Internship Program at RSSC, providing students with opportunities to gain real-world professional experience, career exploration and access to mentors to help them gain skills for engaging in the workforce with a DEI lens.

Pcyeta served as the Board President and Interim-CEO of the San Bruno Chamber of Commerce from 2018-2021, founding both the Student and Community Ambassador Programs. As Board president, she helped secure grants for small businesses during the tumultuous time of the COVID 19 pandemic, helping local businesses to keep their doors open.

Pcyeta has served on the Business and Finance Steering Committee for the San Leandro Business Academy, where she mentored high school students.

A member of Kappa Beta Delta International Honors Society, Pcyeta is a community college success story. After 15 years of pursuing her education, she graduated from Skyline College with an Associate's of Arts in Interdisciplinary Studies Letters & Science. Pcyeta graduating summa cum laude, earning a Bachelor's degree in Organizational Leadership from Arizona State University, and a Master's in Business Administration from Northcentral University.

thank  
you



[rstroud@rssconsulting.org](mailto:rstroud@rssconsulting.org)  
[www.rssconsulting.org](http://www.rssconsulting.org)  
(650) 922-3762

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-14**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Addendum to Agreement with Adjua Ngeena Kembah McNeil**

**ITEM DESCRIPTION:** Included in the Board binders is an addendum to the Agreement with Adjua Ngeena Kembah McNeil to provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the office of African American Academic Acceleration (A4) in addressing key indicators of academic success for African American students within Fresno Unified School District.

The current agreement became effective July 01, 2022, in the amount of \$30,000. Ms. Kembah McNeil continues to support program staff professional development for both the A4 Reading Programs and Math Camps. Ms. Kembah McNeil also directly supports the reading program curriculum structures to meet student academic needs and assists in creating accessible platforms for Fresno Unified staff to access and navigate through all the phases and implementation of the program.

Additional services are needed to support the expansion of the A4 Afterschool Reading Program to 18 elementary sites and five summer sites. The program will continue expansion in the 2023/24 school year through five partnerships with the Office of Extended Learning to have up to 60 sites district-wide participate in the afterschool reading program with continued expansion of enrollment for African American students.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$25,000 are available in the African American Academic Acceleration budget.

**PREPARED BY:** Jacqueline Machado-Austin,  
Project Manager

**DIVISION:** African American Academic  
Acceleration  
**PHONE NUMBER:** (559) 457-3802

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

**DEPUTY SUPERINTENDENT APPROVAL:**







## BOARD OF EDUCATION

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

## SUPERINTENDENT

Robert G. Nelson, Ed.D.

# Memo of Understanding

February 24, 2023

**RE:** Amended Independent Contract Services Agreement with Adjua Ngeena Kembah McNeil

**SUMMARY:** The office of African American Academic Acceleration (A4) has increased the contract with Adjua Ngeena Kembah McNeil by \$25,000. To maintain alignment in the current partnership with the office of Extended Learning, which created plans to implement site expansions of A4 & Springboard Collaborative's afterschool reading program for that started Spring of 2022. Due to the expansion of 10 additional sites more supports were required to meet the needs of implementation for effective programming and expanding the capacity for the new sites participating in the program.

### AMENDMENT:

This amendment is made by and between Fresno Unified School District and Adjua Ngeena Kembah McNeil as it relates to the agreement between the parties for the service period **7/1/2021- 6/20/2022**.

It is mutually understood and agreed by and between the undersigned parties to amend that previously executed agreement as follows, with all amendments effective as of the date of final execution by the parties:

### Adjua Ngeena Kembah McNeil Pricing Information

**#1.** Schedule V. Addendum, an additional fee of **\$25,000** will be charged for continued services and supports for A4 programs and expansions.

All other terms and conditions not hereby amended are to remain in full force and effect.

**FINANCIAL SUMMARY:** Contract will *increase* by \$25,000.00

Reviewed & Approved by Interim **Chief Financial Officer**

**Date**

3/1/2023

Reviewed & Approved by **Contractor**

**Date**

Approved as to Form

**Executive Director, Risk Management**



Amended 2/22/2023

## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Adjua Ngeena Kembah McNeil</u>	<u>1323 West Butler Street, #1, Philadelphia, PA 19140</u>
<b>Vendor Name</b>	<b>Address</b>
<u>(215) 758-1658</u>	<u>Adjua Ngeena Kembah McNeil</u>
<b>Phone Number</b>	<b>Vendor Contact</b>
<b>From:</b> <u>July 1, 2022</u>	<b>Through:</b> <u>June 20, 2023</u>
<b>Term (Duration)</b>	
<b>FUSD Contract Administrator:</b>	<u>African American Academic Acceleration</u>
<u>Tonisha Hargrove</u>	<b>Site/ Dept</b> <b>Telephone number</b>
<b>Name</b>	<u>030-0176-0755-1984-1000-5899</u>
<b>Budget (Fund-Unit-Dept.-Activity-Object)</b>	

Annual Cost ~~\$ 30,000.00~~ <sup>\$ 55,000.00</sup> (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

### Scope of Work Summary:

Adjua McNeil will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the Office of African American Academic Acceleration in addressing key indicators of academic success for African American students within Fresno Unified School District. See attached for more details

Date Item is to appear on Board of Education Agenda:	03/22/2023 <del>06/15/22</del>	<u>Lisa Mitchell</u> Agenda Item # <u>          </u>	2/28/2023
Reviewed & approved by Cabinet Level Officer:	<u>Wendy R. McCulley</u> Wendy R. McCulley (Apr 27, 2022 10:55:01)		Apr 27, 2022
Reviewed & approved by Executive Director, Risk Management:	<u>Andrew C. Paine</u>		5/15/22
Please return signed contract to:	<u>African American Academic Acceleration</u>		
<u>Gloria Jenkins</u>	<u>Department</u>		
<b>Name</b>			





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 030-0176-0755-1984-1000-5899

District Contact Person: Tonisha Hargrove

Budget Manager Approval: *[Signature]* *Lisa Mitchell*

Contractor's Vendor Name: Adjua Ngeena Kembah McNeil

Contractor's Contact Person: Adjua Ngeena Kembah McNeil

Contractor's Title: Consultant

Contractor's Telephone Number: (215) 758-1658

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

Contractor's Address: 1323 West Butler Street, #1, Philadelphia, PA 19140

Contractor's Taxpayer ID# or SSN#: 189-60-2171

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

Adjua McNeil will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the Office of African American Academic Acceleration in addressing key indicators of academic success for African American students within Fresno Unified School District. See attached for more details



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 07/01/22, and shall terminate on 06/20/23. 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 \$ ~~30,000.00~~ <sup>\$55,000.00</sup> per <sup>SS</sup> attached SOW, Not to exceed ~~\$30,000.00~~ <sup>\$55,000.00</sup>. Checks will be made payable to Adjua Ngeena Kembah McNeil. 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 Adjua McNeil

- 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): ~~\$30,000.00~~ <sup>\$55,000.00</sup> SS
- f. Other \_\_\_\_\_

6. Employment. Are you a current FUSD employee?

☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?

☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California:

☐ Yes ☒ No

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

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

Contractor's initials Adjua McNeil

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 Paul Idsvoog, by phone at 559-457-3730, by email at [Paul.Idsvoog@fresnounified.org](mailto:Paul.Idsvoog@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.

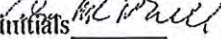

b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them 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 the 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. "Contractor" shall produce the policy for District, upon request.

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

Contractor's initials  District's initials 

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Ann Loorz  
Purchasing Department  
Fresno Unified School  
District 4498 N. Brawley  
Avenue Fresno, CA 93722

Contractor: Adjua Ngeena Kembah McNeil

Name: Adjua Ngeena Kembah McNeil

Address:

1323 West Butler Street, #1  
Philadelphia, PA 19140

c: Andrew De La Torre  
Benefits & Risk Management  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

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



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

**DISTRICT**

Fresno Unified School District



*Santino Danisi, Chief Financial Officer*

Jun 30, 2022

*Date*

Patrick Jensen, Interim Chief Financial Officer

**CONTRACTOR**

Adjua Ngeena Kembah McNeil

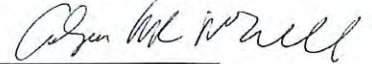
Adjua Ngeena  
Kembah McNeil

Digitally signed by Adjua Ngeena  
Kembah McNeil  
Date: 2022.04.14 19:55:07 -04'00'

*Name:* Adjua Ngeena Kembah McNeil, *Title:* Consultant

2/28/2023

*Date*



Approved As To Form:



*Andrew De La Torre, Executive Director  
Benefits and Risk Management*

5/15/22

*Date*

Approved As To Form



3/6/2023

Stacey Sandoval, Risk Management Executive Director

# ADJUA N.K. MCNEIL

1323 West Butler Street, #1 • Philadelphia, PA 19140 • (215) 228-6630 - H • (215) 758-1658 - C  
[adjuamcneil@gmail.com](mailto:adjuamcneil@gmail.com)

**Statement of Work  
for  
Office of African American Academic Acceleration (A4)  
and  
Fresno Unified School District (FUSD)  
2022-2023**

## **I. Summary of Scope of Work**

Adjua McNeil (“the contractor”) will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the Office of African American Academic Acceleration in addressing key indicators of academic success for African American students within Fresno Unified School District. These indicators can be grouped into three categories.

1. Cognitive skill development
  - Reading, specifically
    - Core literacy skills developed during grades Kindergarten through 3
    - Applied literacy skills developed during grades 4 through 8
  - Writing, specifically skills developed during grades 5 through 8
  - Mathematics, specifically core skill sets required by grades 5 and 8
2. Psychosocial adjustment
  - Self-efficacy
  - Attitudes towards school, learning, and reading
3. Academic environment
  - Instructors
    - Professional development, including training in core skill development, formative assessment, and cultural competency

These indicators were chosen because they serve as inputs or outputs for four of the six action areas identified by the A4 Task Force (African American Acceleration Task Force, 2019), including:

1. Access to African American teachers
2. Rigorous instruction and high expectations
3. Early learning
4. Pride in and respect for African American cultural heritage



## **II. Services**

Provided services will include, but are not limited to:

- curriculum development
- assessment development
- professional development
- academic literature review
- assessment cut scores and growth projections
- quantitative and qualitative data collection support
- analysis of program, district, and state data sets
- technical assistance for assessment policies and practices
- technical assistance for parent education and professional development policies and practices
- attendance and participation at internal and external meetings upon request.

These activities may occur in any order, duration, or combination as determined by the needs of A4 and FUSD executive staff. However, for the sake of organization, they have been organized into four task areas, each with associated deliverables. The contractor and client will agree upon subtasks and milestones prior to the inception of any task area.

### **Task Area 1: Refine assessment protocols for all supplemental academic programs.**

*Rationale:* During Afterschool 2021, A4 adopted the use of easyCBM subtests, to capture incremental student development and program effectiveness, and the Learning Behaviors and Attitudes survey, to capture non-cognitive changes. For Afterschool 2022, a self-efficacy survey and formative assessments were developed as part of the student portfolio. Cut scores and growth projections have been calculated for all assessments and shall be revised in accordance with publisher guidelines.

*Deliverable(s):* Revision of assessment cut scores and growth projections; document describing suggested revisions to current assessment protocols for OST and Summer programming; professional development.

### **Task Area 2: Revise supplemental curriculum framework for Grades K through 4 and Grades 5 through 8.**

*Rationale:* During Afterschool 2022, the contractor revised the curriculum framework developed for grades Kindergarten through 3 and 4<sup>th</sup> graders functioning below grade level.

Deliverables included:

- instructional components for each lesson

- instructional targets based on grade level and reading proficiency (as determined by easyCBM test scores)
- corresponding lesson plans drawn from Springboard Collaborative, Learning A-Z®, Wonders®, and Florida Center for Reading Research
- model lesson plans
- digital templates

For Summer 2022, elementary programming was increased to approximately 4 instructional hours daily. As such, the literacy programming was modified to increase both the complexity and diversity of instruction. For grades 6 through 8, a thematic ELA curriculum was developed targeting vocabulary development and structural analysis. This work will serve as a model for afterschool instruction for the 2022-2023 academic year.

*Deliverable(s):* Documents including, but not limited to curriculum framework and supporting research review, instructional target map, teacher guides and lesson plans, student-facing materials, digital templates, annotated lists of external resources, annotated book lists.

### **Task Area 3: Refine A4 professional development offerings.**

*Rationale:* During Afterschool 2022, professional development was expanded to include synchronous and asynchronous offerings from the contractor with supplemental resources from Riverside Training Academy. This included separate instructional tracks for new and returning staff. This resulted in improved teacher comprehension, with only four requests for technical assistance post-training.

In addition to the traditional K-4 trainings, professional development will also be provided for middle school instructors with a focus on advanced comprehension strategies and structural analysis of texts. This will be conducted in conjunction with FUSD's Office of Curriculum, Instruction and Professional Learning.

*Deliverable(s):* Documents including, but not limited to curriculum maps, training materials and handouts, slide decks; session facilitation.

### **Task Area 4: Revise longitudinal data analyses.**

*Rationale:* A4 is actively engaged in the examination of longitudinal student and teacher data to monitor program effectiveness and identify areas of improvement and innovation. A systematic review of data sets identified several analytical challenges, especially with regard to the "cleanliness" of data and the equating of scores across summative measures. In response, data collection practices were highlighted in professional development. The impact of teacher and administrator training will be examined as the longitudinal study is revisited.

*Deliverable(s)*: Documents describing revised protocols for data collection and preparation, defining variates and covariates, and proposing statistical models for analyses; templates for routine reporting and analyses; data analysis.

### III. Timeline

The contractor will provide services beginning on or after July 1, 2022 and will continue to provide services until all deliverables have been received and/or for as long as the contractor and the client remain in agreement.

### IV. Rates

The contractor will provide services from July 1, 2022 through June 20, 2023 for the sum of **\$30,000.00**. Rates for all work are as follows:

1. \$100.00 per billable hour for all services EXCEPT
2. \$125.00 per billable hour for data analysis
3. \$150.00 per billable hour for coding (SQL, R, Python, etc.) and digital product development

The contractor will keep a running log of all tasks and billable hours to be made available to the client upon request.

### V. Addendum

An additional fee of **\$25,000.00** will be charged or continued services and supports for A4 programs and expansions.


### VI. Reporting & Documentation

In addition to a running record of all billable activities, the contractor will submit a bimonthly summary of activities via invoices dated the 15<sup>th</sup> each month. The contractor will also maintain secured cloud storage for all resources used and products developed within this scope of work. Secured access will be given to A4 department designee(s).

### VI. Change Requests

Requests to alter or reschedule activities by either party should be made as follows:

- 1 business day in advance for subtasks
- 3 business days in advance for milestones
- 5 business days in advance for deliverables

Contractor Signature  Date 02/23/2023

Client Signature Jacqueline Machado-Austin Date 2/28/2023

Approved As To Form



3/6/2023

Stacey Sandoval, Risk Management Executive Director



## BOARD OF EDUCATION

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

## SUPERINTENDENT

Robert G. Nelson, Ed.D.

# Memo of Understanding

February 24, 2023

**RE:** Amended Independent Contract Services Agreement with Adjua Ngeena Kembah McNeil

**SUMMARY:** The office of African American Academic Acceleration (A4) has increased the contract with Adjua Ngeena Kembah McNeil by \$25,000. To maintain alignment in the current partnership with the office of Extended Learning, which created plans to implement site expansions of A4 & Springboard Collaborative's afterschool reading program for that started Spring of 2022. Due to the expansion of 10 additional sites more supports were required to meet the needs of implementation for effective programming and expanding the capacity for the new sites participating in the program.

### AMENDMENT:

This amendment is made by and between Fresno Unified School District and Adjua Ngeena Kembah McNeil as it relates to the agreement between the parties for the service period **7/1/2021- 6/20/2022.**

It is mutually understood and agreed by and between the undersigned parties to amend that previously executed agreement as follows, with all amendments effective as of the date of final execution by the parties:

### Adjua Ngeena Kembah McNeil Pricing Information

**#1.** Schedule V. Addendum, an additional fee of **\$25,000** will be charged for continued services and supports for A4 programs and expansions.  
All other terms and conditions not hereby amended are to remain in full force and effect.

**FINANCIAL SUMMARY:** Contract will *increase* by \$25,000.00

Reviewed & Approved by Interim **Chief Financial Officer**

**Date**

3/1/2023

Reviewed & Approved by **Contractor**

**Date**

Approved as to Form

3/6/2023

**Executive Director, Risk Management**



# ADJUA N.K. MCNEIL

1323 West Butler Street, #1 • Philadelphia, PA 19140 • (215) 228-6630 - H • (215) 758-1658 - C  
[adjuamcneil@gmail.com](mailto:adjuamcneil@gmail.com)

**Statement of Work  
for  
Office of African American Academic Acceleration (A4)  
and  
Fresno Unified School District (FUSD)  
2022-2023**

## **I. Summary of Scope of Work**

Adjua McNeil ('the contractor') will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the Office of African American Academic Acceleration in addressing key indicators of academic success for African American students within Fresno Unified School District. These indicators can be grouped into three categories.

1. Cognitive skill development
  - Reading, specifically
    - Core literacy skills developed during grades Kindergarten through 3
    - Applied literacy skills developed during grades 4 through 8
  - Writing, specifically skills developed during grades 5 through 8
  - Mathematics, specifically core skill sets required by grades 5 and 8
2. Psychosocial adjustment
  - Self-efficacy
  - Attitudes towards school, learning, and reading
3. Academic environment
  - Instructors
    - Professional development, including training in core skill development, formative assessment, and cultural competency

These indicators were chosen because they serve as inputs or outputs for four of the six action areas identified by the A4 Task Force (African American Acceleration Task Force, 2019), including:

1. Access to African American teachers
2. Rigorous instruction and high expectations
3. Early learning
4. Pride in and respect for African American cultural heritage



## **II. Services**

Provided services will include, but are not limited to:

- curriculum development
- assessment development
- professional development
- academic literature review
- assessment cut scores and growth projections
- quantitative and qualitative data collection support
- analysis of program, district, and state data sets
- technical assistance for assessment policies and practices
- technical assistance for parent education and professional development policies and practices
- attendance and participation at internal and external meetings upon request.

These activities may occur in any order, duration, or combination as determined by the needs of A4 and FUSD executive staff. However, for the sake of organization, they have been organized into four task areas, each with associated deliverables. The contractor and client will agree upon subtasks and milestones prior to the inception of any task area.

### **Task Area 1: Refine assessment protocols for all supplemental academic programs.**

*Rationale:* During Afterschool 2021, A4 adopted the use of easyCBM subtests, to capture incremental student development and program effectiveness, and the Learning Behaviors and Attitudes survey, to capture non-cognitive changes. For Afterschool 2022, a self-efficacy survey and formative assessments were developed as part of the student portfolio. Cut scores and growth projections have been calculated for all assessments and shall be revised in accordance with publisher guidelines.

*Deliverable(s):* Revision of assessment cut scores and growth projections; document describing suggested revisions to current assessment protocols for OST and Summer programming; professional development.

### **Task Area 2: Revise supplemental curriculum framework for Grades K through 4 and Grades 5 through 8.**

*Rationale:* During Afterschool 2022, the contractor revised the curriculum framework developed for grades Kindergarten through 3 and 4<sup>th</sup> graders functioning below grade level. Deliverables included:

- instructional components for each lesson

- Instructional targets based on grade level and reading proficiency (as determined by easyCBM test scores)
- corresponding lesson plans drawn from Springboard Collaborative, Learning A-Z®, Wonders®, and Florida Center for Reading Research
- model lesson plans
- digital templates

For Summer 2022, elementary programming was increased to approximately 4 instructional hours daily. As such, the literacy programming was modified to increase both the complexity and diversity of instruction. For grades 6 through 8, a thematic ELA curriculum was developed targeting vocabulary development and structural analysis. This work will serve as a model for afterschool instruction for the 2022-2023 academic year.

*Deliverable(s):* Documents including, but not limited to curriculum framework and supporting research review, instructional target map, teacher guides and lesson plans, student-facing materials, digital templates, annotated lists of external resources, annotated book lists.

### **Task Area 3: Refine A4 professional development offerings.**

*Rationale:* During Afterschool 2022, professional development was expanded to include synchronous and asynchronous offerings from the contractor with supplemental resources from Riverside Training Academy. This included separate instructional tracks for new and returning staff. This resulted in improved teacher comprehension, with only four requests for technical assistance post-training.

In addition to the traditional K-4 trainings, professional development will also be provided for middle school instructors with a focus on advanced comprehension strategies and structural analysis of texts. This will be conducted in conjunction with FUSD's Office of Curriculum, Instruction and Professional Learning.

*Deliverable(s):* Documents including, but not limited to curriculum maps, training materials and handouts, slide decks; session facilitation.

### **Task Area 4: Revise longitudinal data analyses.**

*Rationale:* A4 is actively engaged in the examination of longitudinal student and teacher data to monitor program effectiveness and identify areas of improvement and innovation. A systematic review of data sets identified several analytical challenges, especially with regard to the "cleanliness" of data and the equating of scores across summative measures. In response, data collection practices were highlighted in professional development. The impact of teacher and administrator training will be examined as the longitudinal study is revisited.

**Deliverable(s):** Documents describing revised protocols for data collection and preparation, defining variates and covariates, and proposing statistical models for analyses; templates for routine reporting and analyses; data analysis.

### III. Timeline

The contractor will provide services beginning on or after July 1, 2022 and will continue to provide services until all deliverables have been received and/or for as long as the contractor and the client remain in agreement.

### IV. Rates

The contractor will provide services from July 1, 2022 through June 20, 2023 for the sum of \$30,000.00. Rates for all work are as follows:

1. \$100.00 per billable hour for all services EXCEPT
2. \$125.00 per billable hour for data analysis
3. \$150.00 per billable hour for coding (SQL, R, Python, etc.) and digital product development

The contractor will keep a running log of all tasks and billable hours to be made available to the client upon request.

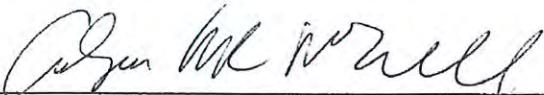
### V. Reporting & Documentation

In addition to a running record of all billable activities, the contractor will submit a bimonthly summary of activities via invoices dated the 15<sup>th</sup> each month. The contractor will also maintain secured cloud storage for all resources used and products developed within this scope of work. Secured access will be given to A4 department designee(s).

### VI. Change Requests

Requests to alter or reschedule activities by either party should be made as follows:

- 1 business day in advance for subtasks
- 3 business days in advance for milestones
- 5 business days in advance for deliverables

Contractor Signature  Date 02/22/2023

Client Signature Jacqueline Machado-Austin Date 3/1/2022

APPROVED AS TO FORM

 5/15/22  
Andrew De La Torre, Executive Director  
Benefits & Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-15**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Amendment to Agreement with Shaw HR Consulting**

**ITEM DESCRIPTION:** Included in the Board binders is an amended agreement with Shaw HR Consulting to provide Americans with Disabilities Act (ADA) consulting and training through June 30, 2023.

Services provided by Shaw HR Consulting provide staff with appropriate methods of handling all ADA cases within the district. They have been providing support since July 01, 2022 and have taken on high priority cases which have exceeded staff's expectations.

Shaw HR Consulting's original agreement was approved on June 15, 2022 for \$10,000 for the period of July 01, 2022 through June 30, 2023. Asking for an additional 90 hours and \$23,750 to help bridge the gap for the remainder of the fiscal year through June 30, 2023. The updated total agreement amount is \$33,750.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$23,750 are available in the Health Internal Service Fund.

**PREPARED BY:** Steven Shubin,  
Deputy Executive

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6227

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

**DEPUTY SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Shaw HR Consulting

107 N Reino Rd #414, Newbury Park, CA 91320

**Vendor Name**

**Address**

(805) 498-9400

Rachel Shaw

**Phone Number**

**Vendor Contact**

**From:** July 1, 2022

**Through:** June 30, 2023

**Term (Duration)**

**FUSD Contract Administrator:**

Andrew De La Torre

Benefits & Risk Management Depart.

457-3596

**Name**

**Site/ Dept**

**Telephone number**

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

680-0851-0880-0000-6000-5899

\$33,750.00

**Annual Cost** \$10,000.00

Please choose an option

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

Yes ☐

No ☒

**Scope of Work Summary:**

Americans with Disabilities Act (ADA) consulting services.

Date Item is to appear on **Board of Education Agenda:**

03/22/2023

6/15/22

**Agenda Item #**

(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

*[Signature]*  
**Signed**

05/26/2022

**Date**

Reviewed & approved by **Executive Director, Risk Management:**

*[Signature]*  
**Signed**

5/26/2022

**Date**

Please return signed contract to:

Mai Moua

Benefits & Risk Management

457-3645

**Name**

**Department**



Fresno Unified  
School District

*Our Greatest Potential*

## Fresno Unified School District Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 680-0851-0880-1000-6000-5899

District Contact Person: Andres De La Torre

Budget Manager Approval: 

Contractor's Vendor Name: Shaw HR Consulting

Contractor's Contact Person: Rachel Shaw

Contractor's Title:

Contractor's Telephone  
Number: (805) 498-9400

Contractor's E-mail:

Contractor's Address: 107 N Reino Rd #414, Newbury Park, CA 91320

Contractor's Taxpayer ID# or  
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").


1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

Americans with Disabilities Act (ADA) consulting services.

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 07/01/22 and shall terminate on 06/30/23. 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 \$33,750 per month. Not to exceed \$33,750. Checks will be made payable to Shaw HR Consulting. 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 her: 

- 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 a and 5a - d): \$33,750
- 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: <https://www.fresno.k12.ca.us/procurement/fraud-waste-and-abuse-reporting-form>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

Contractor's initials  District's initials 

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvog, by phone at 559-457-3730, by email at [Paul.Idsvog@fresnounified.org](mailto:Paul.Idsvog@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 Committee 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 Committee Contractor shall provide a written acknowledgement 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 Committee an opportunity to seek appropriate protection; and
    - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
  - e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and 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.

SS

a. The CONTRACTOR shall indemnify, defend, and hold harmless ORGANIZATION, elected and appointed officers, employees, agents, and volunteers (ORGANIZATION Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the negligent or intentional acts or omissions of CONTRACTOR, officers, agents, or employees.

SS

b. ORGANIZATION shall indemnify, defend, and hold harmless CONTRACTOR, its officers, employees, agents, and volunteers (CONTRACTOR Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the negligent or intentional acts or omissions of ORGANIZATION, its elected and appointed officers, agents, or employees.

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 the 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. "Contractor" shall produce the policy for District, upon request.



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

Contractor's initials



District's initials



20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.



27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Ann Loorz  
Purchasing Department  
Fresno Unified School  
District 4498 N. Brawley  
Avenue Fresno, CA 93722

Contractor: Shaw HR Consulting

Name: Rachel Shaw

Address:

107 N Reino Rd #414  
Newbury Park, CA 91320

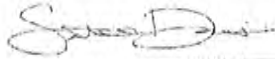
c: Andrew De La Torre  
Benefits & Risk Management  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

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



Santino Danisi, Chief Financial Officer

Jun 29, 2022

Date

Patrick Jensen, Interim Chief Financial Officer

Approved As To Form:



Andrew De La Torre, Executive Director  
Benefits and Risk Management

4/23/2023

Date

Approved As To Form

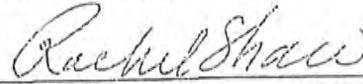


3/1/2023

Stacey Sandoval, Risk Management  
Executive Director

CONTRACTOR

Shaw HR Consulting




Name: Rachel Shaw

Title: President

05/24/2022

Date



02/28/2023



Rachel Shaw, President / Principal Consultant  
Disability Compliance & Human Resources  
Tel.: 805.498.9400 | Fax: 805.464.3535  
[shawhrconsulting.com](http://shawhrconsulting.com)

## Who We Are

Thank you for the opportunity to provide you with a list of services and professional fees for Shaw HR Consulting, Inc. Our consultants are Human Resource professionals who understand Risk Management and California and federal Disability and Leave Laws and can help your organization with specific case management, customized training, implementing best practice policies and procedures and workplace investigations.

## Services

**Our consultants provide the following services:**

- FEHA/ADA Disability Interactive Process Coordination and Facilitation
- Essential Functions Position Analysis® Development
- Fitness-For-Duty Management
- Family Medical Leave Act, California Family Rights Act, and other State Leave Laws
- Customized Trainings & Workshops
- FEHA/ADA Lawsuit File Review / Expert Witness
- Workplace Investigations
- COVID Vaccine Exemption Management for Employees (Religious and Medical)
- COVID Workplace Accommodation Management for Employees

## Fees

Consulting Services and travel time are billed with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed as follows:

- Rachel Shaw: \$350 per hour
- Senior Consultants: \$275 per hour
- All other Staff: \$250 per hour
- Workplace Investigations: \$275 per hour

For accommodation meeting facilitation requiring 400 miles or more of travel (roundtrip), a minimum day rate of \$4,500 applies, plus flight, rental car, hotel fees or mileage, if incurred.

When flight scheduling requires travel the day before the work is to be completed, a \$2,500 flat travel day rate applies. This cost is incurred only when flights cannot be scheduled on the day of the work assignment and ensure a timely arrival.

Fees for customized trainings and workshops are as follows:

- Full day session is \$8,000, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for up to 75 participants. For each participant over 75, an additional fee of \$30 per participant applies.

For information on fees for expert witness and litigation support, please contact Rachel Shaw directly.

## Terms

Payments are due within 30-days. Payments are due within 30-days. Payments via Credit Card will be charged an additional 3% finance fee.

## Thank You

Thank you again for the opportunity to provide you with a list of services and our fee schedule. Please contact us if you have any questions, and we look forward to being of service to your organization.

Office 805.498.9400  
Fax 805.464.3535

107 N. Reino Road #414  
Newbury Park, CA 91320

[shawhrconsulting.com](http://shawhrconsulting.com)

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-16**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Renewal Agreement with Marsh & McLennan Agency**

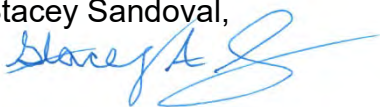
**ITEM DESCRIPTION:** Included in the Board binders is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

This agreement provides for ongoing insurance consulting and brokerage services related to the placement of the district's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability and designated lessees. In addition, the agreement provides for consulting services in support of the Liability and Workers' Compensation internal services funds to include claims review meetings, responding to miscellaneous risk management inquiries, coordinating safety/loss control activities of insurance carriers, providing loss prevention and risk control services, review and analysis of workers' compensation and general liability loss runs, conduct pre-renewal strategy meetings for all insurance coverages while maintaining first class marketing expertise and insurance carrier relationships to enhance the ability to obtain competitive and quality insurance products.

The agreement is for a 12-month period, effective April 01, 2023 through March 31, 2024 with a monthly fee of \$14,000, which remains unchanged from the current agreement.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds.

**PREPARED BY:** Stacey Sandoval,  
Executive Director



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

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



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**DEPUTY SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Marsh &amp; McLennan Agency</u>	<u>9171 Town Centre Dr. Suite 100, San Diego, CA 92122</u>	
<b>Vendor Name</b> <u>1-925-482-9323</u>	<b>Address</b> <u>Ryan Spink</u>	
<b>Phone Number</b>	<b>Vendor Contact</b>	
<b>From:</b> <u>4/1/2023</u>	<b>Through:</b> <u>3/31/2024</u>	
<b>Term (Duration)</b>		
<b>FUSD Contract Administrator:</b> <u>Stacey Sandoval</u>	<u>Risk Management</u>	<u>457-3596</u>
<i>Name</i>	<i>Site/ Dept</i>	<i>Telephone number</i>

**Budget (Fund-Unit-Dept.-Activity-Object)** 680-0851-0880-0000-6000-5 899&690-0861-0880-0000-6000-5 899

**Annual Cost** \$ 168,000.00 (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:**

provides for ongoing insurance consulting and brokerage services related to the placement of the District's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability and designated lessees.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 03/22/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

  
Patrick Jensen (Mar 17, 2023 08:30 PDT)

Mar 17, 2023

Signed

Date

Reviewed & approved by **Risk Management**



3/15/2023

Signed

Date

Reviewed & approved by **Department Head**



3/15/2023

Signed

Date

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



### AMENDMENT NO. 3 TO CLIENT SERVICES FEE AGREEMENT

This **AMENDMENT NO. 3** ("Amendment No. 3") hereby amends effective as of April 1, 2023, the Client Services Fee Agreement dated April 1, 2020 and executed on May 7, 2020 (the "Agreement"), and Amendment No. 1 thereto effective April 1, 2021 ("Amendment No. 1") and Amendment No. 2 thereto effective April 1, 2022 ("Amendment No. 2") by and between Fresno Unified School District ("Client") and Marsh & McLennan Agency LLC ("Broker"). Client and Broker may be referenced in this Amendment No. 3 individually as a "Party", and together as the "Parties").

**WHEREAS**, the Agreement includes sections titled Fee and Fee Payment which outline the terms of compensation agreed to between the Parties;

**WHEREAS**, the Parties now desire to amend the Fee and Fee Payment sections of the Agreement in accordance with the terms of this Amendment. ;

**NOW THEREFORE**, in consideration of the foregoing premises and for other goods and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Term section of the Agreement shall be revised to reflect the following: The Agreement shall be revised to reflect an additional one- year extension, effective April 1, 2023 through March 31,2024 ( the " Fourth Term" )
2. The Fee Payment section 6 of the Agreement shall be revised to reflect the following:

Client agrees to pay Broker a fee of \$168,000 ("Fee") in 12 equal installments of (\$14,000) to be paid monthly with the first installment due and payable on or before April 30, 2023.

Except as modified by this Amendment No. 3, Client and Broker agree that the terms and conditions set forth in the Agreement shall remain in full force and effect and shall govern, control and contain the entire understanding between Client and Broker with respect to the subject matter thereto and hereto. Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be signed in their behalf by their duly authorized representatives.

**Fresno Unified School District**

**Marsh & McLennan Agency LLC**

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

Print Name: Patrick Jensen, Interim Chief Financial Officer

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

DocuSigned by:  
By:   
CADACB3A98084A7...

Print Name: Trindi Reeves

Date: 3/9/2023 | 17:35 CST

Approved As To Form



3/15/2023

Stacey Sandoval, Executive Director  
Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-17**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Property, Liability, and Cyber Insurance for 2023/24**

**ITEM DESCRIPTION:** Included in the Board binders is a summary of quotes received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of insurance coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2023, through March 31, 2024.

Annually the district utilizes its broker to conduct a marketing effort for all lines of coverage.

The district's current property policy provides coverage for property losses up to the limits of the districts statement of values. The district currently insures property/assets valued at approximately \$2.26 billion. With this renewal, the district will retain a policy limit of \$100 million and be self-insured for the first \$250,000 of loss incurred for property claims. The annual premium payment is subject to change dependent upon new construction/modernization projects completed during the policy year, on a pro-rata basis. The 2023/24 premium increase for property coverage is due to the multi-year loss experience of property insurers, resulting in increasing coverage rates. The effects of hurricane and wildfires losses have been significant for insurers. The increase is further driven by type of building construction, building material/replacement costs and additional square footage due to new construction and/or modernization of district facilities.

The annual premium for general liability and excess liability coverage is increasing, but the self-insured retention level (SIR) remains unchanged. This cost increase stems from an increase in claims across the general liability and excess liability markets in California, combined with the district's loss history. Generally, the insurance marketplace is restricting coverage and capacity due to increased litigation, large awards, and claims arising from large auto fleets, employee misconduct and traumatic brain incidents. Pandemic related uncertainty continues to have an impact as well.

The district purchased cyber insurance last year, but at a reduced coverage limit and higher cost. Over the past year, the cyber market has continued to experience significant increases in cyber extortion events and the loss amount related to them. With insurers wanting to manage their loss for this challenging environment, underwriters are scrutinizing client security protocols.

Staff recommends placing the 2023/24 coverage with an expected increase in cost. Actual placement will be clarified with the Board on or before March 17, 2023.

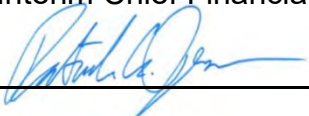
FINANCIAL SUMMARY: Sufficient funds are available in the district's Liability Internal Service Fund.

PREPARED BY: Stacey Sandoval,  
Executive Director



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

CABINET APPROVAL: Patrick Jensen,  
Interim Chief Financial Officer



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SUPERINTENDENT APPROVAL:



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**FRESNO UNIFIED SCHOOL DISTRICT  
PREMIUM COMPARISON 2023-24**

	Coverage Limits		Premiums	
Coverages	2022-2023 Limits	2023-2024 Limits	2022-2023 Premiums	2023-2024 Limits
GL/Legal Liab/ Auto Liab	\$1,000,000 SIR \$1,500,000 Molestation SIR \$2,000,000 per Occurrence \$4,000,000 Aggregate	\$1,000,000 SIR \$1,500,000 Molestation SIR \$5,000,000 per Occurrence \$5,000,000 Aggregate	\$925,344 Safety National (GL & AUTO) Rating: A++ XV, Admitted Safety Specialty (ELL) Rating: A ++, Non- Admitted	\$1,220,977 Safety National (GL & AUTO) Rating: A++ XV, Admitted Safety Specialty (ELL) Rating: A ++, Non- Admitted
Excess Layer 1	\$2,000,000 per Occurrence \$2,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$164,264 Safety National	\$218,515 Safety National
Excess Layer 2	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$712,068 Munich Re/Princeton Rating: A XV, Non-Admitted	\$696,445 Munich Re/Princeton Rating: A XV, Non-Admitted
Excess Layer 3	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$358,278 Hallmark Rating: A XV, Non-Admitted	\$479,786 Lexington Non-Admitted
Excess Layer 4	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$271,971 Evanston Insurance Company Rating: A XV, Non-Admitted	\$283,745 Evanston Insurance Company Rating: A XV, Non-Admitted
Excess Layer 5	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$206,500 Lexington	\$219,774 Lexington
TOTAL LIMITS	\$24,000,000	\$30,000,000		
Designated Lessees	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	\$17,361 Mt. Hawley Ins. Co. Rating: A+ XI, Admitted	\$17,539 Mt. Hawley Ins. Co. Rating: A+ XI, Admitted
Property	Building Limit \$2,019,557,999 SIR: \$250,000 Policy Limit: \$100,000,000	Building Limit \$2,262,273,072 SIR: \$250,000 Policy Limit: \$100,000,000	\$987,442 Travelers Property Casualty Rating: A++ XV, Admitted	\$1,280,619 Travelers Property Casualty Rating: A++ XV, Admitted
Auto Physical Damage	Bus & Vehicle Fleet Total Insured Value: \$16,086,467 Deductible: \$250,000	Bus & Vehicle Fleet Total Insured Value: \$18,101,645 Deductible: \$250,000	\$15,315 Hanover Insurance Company Rating A XV, Admitted	\$17,233 Hanover Insurance Company Rating A XV, Admitted
Cyber	\$5,000,000 Policy Aggregate \$500,000 Retention	\$5,000,000 Policy Aggregate \$250,000 Retention	\$187,313 Beazley/Lloyds Rating A	\$154,770 Beazley/Lloyds Rating A
Crime	\$250,000 Employee Theft \$10,000 Retention	\$250,000 Employee Theft \$10,000 Retention	\$5,029 National Union Fire (AIG) Rating A XV, Admitted	\$5,294 National Union Fire (AIG) Rating A XV, Admitted
Professional	\$1,000,000 Each Occurrence \$3,000,000 Aggregate \$2,500 Retention	\$1,000,000 Each Occurrence \$3,000,000 Aggregate \$2,500 Retention	\$4,430 Evanston Rating A	\$5,409 Evanston Rating A

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-18**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Award of Bid 23-15, Del Mar, Holland, Roeding, and Wishon Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement Project

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-15, Del Mar, Holland, Roeding, and Wishon Elementary Schools Heating, Ventilation, Air Conditioning/Energy Management System (HVAC/EMS) Replacement Project, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSR III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV- 13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on January 25, 2023. Notifications were sent to 88 firms plus five construction trade publications, and the district received three responses. Bids were opened on February 21, 2023. Staff recommends award to the lowest responsive, responsible bidder(s):

**Section A – Holland and Wishon**

New England Sheet Metal and Mechanical Co. (Fresno, California) \$2,343,400

**Section B – Del Mar and Roeding**

New England Sheet Metal and Mechanical Co. (Fresno, California) \$2,437,300

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

The total contract amount for each section includes a \$70,000 allowance for painting and patching that may or may not be used.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$4,780,700 are available in ESSER III Federal Funds.

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-15 SECTION A, DEL MAR, HOLLAND, ROEDING, AND WISHON ELEMENTARY SCHOOL HVAC/EMS REPLACEMENT PROJECT

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

Buyer: Marisa Thibodeaux

		BASE BID 1	BASE BID 2	ADD ALT. 1	ADD ALT. 2	ALLOWANCE 1		RECOMMENDED
CONTRACTOR	CITY	HOLLAND HVAC REPLACEMENT	WISHON HVAC REPLACEMENT	HOLLAND PM	WISHON INSTALLATION 3-11 PM	PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
New England Sheet Metal and Mechanical Co.	Fresno	\$1,182,100	\$1,024,600	\$40,200	\$26,500	\$70,000	\$2,343,400	\$2,343,400
Strategic Mechanical, Inc.	Fresno	\$1,288,103	\$1,092,384	\$46,419	\$44,816	\$70,000	\$2,541,722	
Carrier Corporation	Sacramento	\$1,724,400	\$918,400	\$100,216	\$70,168	\$70,000	\$2,883,184	

Award will be by Section.

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

Low bid for **Section A** determined by combined total of Base Bid items and Add Alternate items plus \$70,000 Allowance.

Staff recommends award of \$2,343,400 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder for Base Bid items and Add Alternate items.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-15 SECTION B, DEL MAR, HOLLAND, ROEDING, AND WISHON ELEMENTARY SCHOOL HVAC/EMS REPLACEMENT PROJECT

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

Buyer: Marisa Thibodeaux

		BASE BID 3	BASE BID 4	ADD ALT. 3	ADD ALT. 4	ALLOWANCE 2		RECOMMENDED
CONTRACTOR	CITY	DEL MAR HVAC REPLACEMENT	ROEDING HVAC REPLACEMENT	DEL MAR INSTALLATION 3-11 PM	ROEDING INSTALLATION 3-11 PM	PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
New England Sheet Metal and Mechanical Co.	Fresno	\$1,059,400	\$1,237,200	\$27,100	\$43,600	\$70,000	\$2,437,300	\$2,437,300
Strategic Mechanical, Inc.	Fresno	\$1,173,642	\$1,339,613	\$43,130	\$47,310	\$70,000	\$2,673,695	
Carrier Corporation	Sacramento	\$1,298,400	\$1,670,400	\$82,826	\$94,643	\$70,000	\$3,216,269	

Award will be by Section.

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

Low bid for **Section B** determined by combined total of Base Bid items and Add Alternate items plus \$70,000 Allowance.

Staff recommends award of \$2,437,300 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-19**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Award of Bid 23-28, Bullard High School Pool Heater Replacement**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-28, to replace the existing gas-fired pool heaters, pool system controller and auto-fill system with new heaters, pool system controller and auto-fill system. The existing equipment is operating at 50% capacity and is in danger of failure. The new equipment is also more energy efficient, resulting in lower cost of operation.

The request for bids was lawfully advertised on January 20, 2023. Notifications were sent to 75 firms plus five construction trade publications, and the district received two responses. Bids were opened on February 08, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Knorr Systems, Inc. (Santa Ana, California) \$320,147.62

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

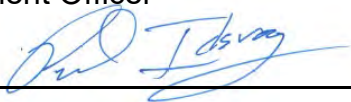
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$320,147 are available in the Measure M Fund.

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

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



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FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

Bid No. 23-28, Bullard High School Pool Heater Replacement

Bid Opening Date: February 8, 2023 prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
<b>Knorr Systems, Inc.</b>	<b>Santa Ana, CA</b>	<b>\$320,147.62</b>
Aqua Source, Inc.	Elk Grove, CA	\$334,470.00

Low bid determined by Base Bid

Staff recommends award of \$320,147.62 to Knorr Systems, Inc. the lowest responsive, responsible bidder for base bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-20**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Award of Request for Proposal 23-20, Nutrition Center Production Line Equipment**

**ITEM DESCRIPTION:** It is recommended the Board approve Request for Proposal (RFP) 23-20, Nutrition Center Production Line Equipment, to replace and/or upgrade production line equipment at the Nutrition Center. This RFP will establish unit pricing and provide pricing for related services based on estimated quantities. The equipment consists of overwrap machines (Group 1); top sealing machines (Group 2); produce bagging machines (Group 3); can openers with crusher (Group 4); double rack ovens (Group 5) and rotary machines (Group 6). The services include removal, disposal of existing, and start-up of new equipment. The term is a one-year period with the option to extend for two additional one-year renewals.

The Request for Proposals (RFP) was lawfully advertised on December 14, 2022, and December 21, 2022, and the district received three responses. Evaluation of proposal was based on cost, services, equipment specifications, experience, and quality assurance. The evaluation panel, comprised of Fresno Unified School District Nutrition Services staff, recommend approval of the following vendors:

- The Platinum Packaging Group (Paramount, CA)  
Grps. 1, 2, 3, and 6 \$1,591,616 (estimate)
- Morrison Container Handling Solutions (Glenwood, IL)  
Grp. 4 \$417,800 (estimate)
- East Bay Restaurant Supply (Oakland, CA)  
Grp. 5 \$65,500 (estimate)

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$2,074,916 are available in the General Fund and Cafeteria Fund.

**PREPARED BY:** Amanda Harvey, Director,  
and Ann Loorz, Executive Director

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**





Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-21**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Vendor Designation Per Request for Qualifications 22-09, Extended Learning Enrichment Services

**ITEM DESCRIPTION:** In November 2021, the Board approved Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day. The RFQ establishes a list of prequalified vendors that may be used for enrichment services needed throughout the year.

More than 40 qualified vendors provided summer camp programs during Summer 2022 offering spaces for up to 11,000 students at a cost of \$4,600,000. With the addition of the approved vendors listed below, we anticipate more than 60 unique summer camp programs taking place in July 2023 at a projected cost of more than \$6,000,000.

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. Approval is recommended for these additional vendors:

- 12twelve Creatives LLC (Fresno, CA)
- African American Historical and Cultural Museum of the San Joaquin Valley (Fresno, CA)
- A Hopeful Encounter, Inc. (Fresno, CA)
- All American Sports 4 Kids (Clovis, CA)
- Baptiste Ellard LLC (Fresno, CA)
- Bloom Software d/b/a Thrively, Inc. (Glendale, CA)
- Bulldog Baseball Camps (Fresno, CA)
- California Arts Academy (Fresno, CA)
- California Scuba Center Inc. (Clovis, CA)
- Catapult Learning West LLC (Philadelphia, PA)
- City of Fresno PARCS Department (Fresno, CA)
- CSA Events & Entertainment, LLC (Fresno, CA)
- Education & Leadership Foundation (Fresno, CA)
- Empowered Kids Run Club, LLC (Madera, CA)
- Excellence Thru Athletics (Fresno, CA)
- Fresno Forerunners (Fresno, CA)
- Fresno Metro Ministry (Fresno, CA)
- Galileo Learning (Oakland, CA)
- Generation Changers Title 1 Development Center Inc (Fresno, CA)
- Halau Hula I Ka La (Clovis, CA)
- Helin Institute (Roseville, CA)
- Leisa Rosen Volleyball Camp, LLC (Fresno, CA)

- Martin Park, Inc. (Fresno, CA)
- Natalie Benson Water Polo Camps, LLC (Fresno, CA)
- State Center Community College District (Fresno, CA)
- Study Smart Tutors, Inc (Westlake Village, CA)
- Teocalli Cultural Academy (Fresno, CA)
- Valley Children's Healthcare (Madera, CA)

FINANCIAL SUMMARY: Sufficient funds are available through the Expanded Learning Opportunity Program.

PREPARED BY: Jeremy Ward,  
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,  
Chief Academic Officer

DEPUTY SUPERINTENDENT APPROVAL:



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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-22**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Award of Request for Qualifications 23-30**

**ITEM DESCRIPTION:** Included in the board binders is information on Request for Qualifications (RFQ) 23-30, to qualify vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Personalized Learning Initiative Services. The term is a three-year period with the option to renew for two additional one-year periods and will begin July 01, 2023.

The RFQ was lawfully advertised on January 20, 2023 and January 27, 2023. Qualifications were received on February 07, 2023. Notification of the RFQ process and application requirement was sent to 137 vendors. The district received 66 responses. Evaluation of proposals were based on experience, qualifications, capacity, capabilities, and pricing. The evaluation panel comprised of Fresno Unified School District Curriculum, Instruction and Professional Learning and Technology Services Staff members. Approval will allow department and school sites to utilize qualified vendors for services on an as-needed basis. We anticipate a projected cost of more than \$7,994,353 for the Curriculum, Instruction and Professional Learning department.

- In the curriculum category, 37 qualified vendors had bids ranging from \$150,000 to \$4,648,000
- In the professional learning category, 39 qualified vendors had bids ranging from \$81,000 to \$3,525,000
- In the indirect/direct student services category, 17 qualified vendors had bids ranging from \$109,300 to \$1,200,000
- In the personalized learning initiative category, one qualified vendor had a \$350,000 bid.

Purchase orders will be presented to the board for ratification on future purchase order reports. The RFQ responses and scoring matrix are available for review in the Purchasing Department. Please see the attached list of approved vendors.

**FINANCIAL SUMMARY:** Funding is available through site budgets and the Curriculum, Instruction, and Professional Learning budget.

**PREPARED BY:** Ann Loorz, Executive Director,  
Edith Navarro, Administrator, & Carlos Castillo,  
Chief of Equity & Access

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**DEPUTY SUPERINTENDENT APPROVAL:**



FRESNO UNIFIED SCHOOL DISTRICT  
LIST OF QUALIFIED VENDORS  
RFQ No. 23-30, CURRICULUM, INSTRUCTION and PROFESSIONAL LEARNING

**RFQ 23-30: Category A - Curriculum**

Age of Learning, Inc.	(Glendale, California)
Another Level Training Academy	(Fresno, California)
AVID Center	(San Diego, California)
BrainPOP, LLC	(New York, New York)
Chalk Talk Solutions, Inc.	(New York, New York)
Constitutional Rights Foundation	(Los Angeles, California)
CPM Educational Program	(Elk Grove, California)
DeltaMath Solutions, Inc.	(New York, New York)
Explore Learning, LLC	(Charlottesville, Virginia)
Imagine Learning, LLC	(Scottsdale, Arizona)
IMAGO	(Fresno, California)
IXL Learning, Inc.	(San Mateo, California)
Joybound Publications	(Springfield, Illinois)
Learning Ally, Inc.	(Princeton, New Jersey)
Learning A-Z, LLC	(Dallas, Texas)
Lexia Learning Systems, LLC	(Concord, Massachusetts)
Lexia Voyager Soprias, Inc.	(Dallas, Texas)
McGraw Hill, LLC	(New York, New York)
MIND Education	(Fort Wayne, Indiana)
Mindsets Learning, Inc.	(Boston, Massachusetts)
MobyMax Education, LLC	(Pittsburgh, Pennsylvania)
Nearpod, Inc.	(Dania Beach, Florida)
NoRedInk Corp.	(San Francisco, California)
PASCO Scientific	(Roseville, California)
Peekapak Inc.	(Toronto, Canada)
Really Great Reading Company, LLC	(Cabin John, Maryland)
Rethink Autism, Inc. dba RethinkEd	(New York, New York)
Savvas Learning Company LLC	(Boston, Massachusetts)
Scholastic, Inc.	(Jefferson City, Missouri)

## LIST OF QUALIFIED VENDORS (continued)

Seesaw Learning, Inc.	(San Francisco, California)
Study Smart Tutors, Inc.	(Westlake Village, California)
Teachers Created Materials	(Huntington Beach, California)
The Achievement Network, Ltd	(Boston, Massachusetts)
TPR Education, LLC	(New York, New York)
UC Scout	(Santa Clara, California)
UTJ Holdco, Inc. dba Teaching Strategies, LLC	(Dover Kent, Delaware)
Young Producers Group, Inc.	(Los Angeles, California)

### **RFQ 23-30: Category B – Professional Learning**

All Learners Network, Inc.	(Burlington, Vermont)
ASU Preparatory Academy	(Phoenix, Arizona)
AVID Center	(San Diego, California)
Avant Assessment, LLC	(Eugene, Oregon)
Better Lesson, Inc.	(Cambridge, Massachusetts)
Constitutional Rights Foundation	(Los Angeles, California)
CPM Educational Program	(Elk Grove, California)
Crescendo Education Group, LLC	(Oakland, California)
Edcite	(San Francisco, California)
Education & Leadership Foundation	(Fresno, California)
Education Elements	(San Francisco, California)
Engage! Learning, LLC dba engage2learn	(Austin, Texas)
Nicole Anderson & Associates Consulting, LLC	(Vallejo, California)
PowerMyLearning, Inc.	(Los Angeles, California)
Rethink Autism, Inc. dba RethinkEd	(New York, New York)
Sapient Consulting Services, LLC	(Plano, Texas)
Sarah-Jane Thomas, LLC dba EduMatch	(Alexandria, Virginia)
Savvas Learning Company, LLC	(Boston, Massachusetts)
Scholastic, Inc.	(Jefferson City, Missouri)
Solution Tree, Inc.	(Bloomington, Indiana)
Study Smart Tutors, Inc.	(Westlake Village, California)



## LIST OF QUALIFIED VENDORS (continued)

### **RFQ 23-30: Category B – Professional Learning**

Swun Math	(Cypress, California)
Teachers Created Materials	(Huntington Beach, California)
The Achievement Network, Ltd	(Boston, Massachusetts)
TNTP, Inc.	(New York, New York)
UnboundEd Learning, Inc.	(Baltimore, Maryland)
UTJ Holdco, Inc. dba Teaching Strategies, LLC	(Dover Kent, Delaware)
World Savvy, Inc.	(San Francisco, California)
Young Producers Group, Inc.	(Los Angeles, California)

### **RFQ 23-30: Category C – Indirect/Direct Student Services**

Air Tutors, LLC	(Los Angeles, California)
Another Level Training Academy	(Fresno, California)
Education & Leadership Foundation	(Clovis, California)
Imagine Learning, LLC	(Scottsdale, Arizona)
IMAGO	(Fresno, California)
Intervene K-12	(Houston, Texas)
Learning Ally, Inc.	(Princeton, New Jersey)
Learning A-Z, LLC	(Dallas, Texas)
Liminex, Inc. Db a GoGuardian, dba Tutor Me	(El Segundo, California)
MIND Education	(Fort Wayne, Indiana)
MobyMax Education, Inc.	(Pittsburg, Pennsylvania)
Rethink Autism, Inc. dba RethinkEd	(New York, New York)
Scholastic, Inc.	(Jefferson City, Missouri)
Study Smart Tutors, Inc.	(Westlake Village, California)
Teachers Created Materials	(Huntington Beach, California)
TPR Education, LLC	(New York, New York)

### **RFQ 23-30: Category D – Personalized Learning Initiative**

Education Elements, Inc.	(San Francisco, California)
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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-23**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Deny**

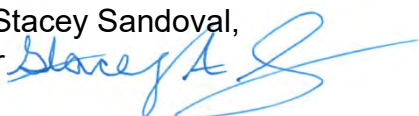
(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Deny Claim GL22-1028-8613**

**ITEM DESCRIPTION:** Included in the Board binders is a Claim for Damages by a minor, case GL22-1028-8613. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling.

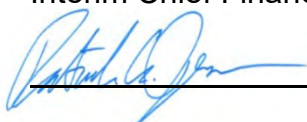
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Stacey Sandoval,  
Executive Director



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

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



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**DEPUTY SUPERINTENDENT APPROVAL:**



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# FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

<p style="text-align: center;"><b>INSTRUCTIONS</b></p> <ul style="list-style-type: none"> <li>• Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).</li> <li>• Read entire Claim Form before filing.</li> <li>• Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.</li> <li>• Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)</li> </ul>		<p style="text-align: center;"><b>RESERVED FOR FILING STAMP CLAIM NO:</b></p> <div style="text-align: center; font-size: 2em; color: blue; opacity: 0.5;">RECEIVED</div> <div style="text-align: center; color: blue;">FEB 15 2023</div> <div style="text-align: center; font-size: 0.8em; color: blue; opacity: 0.5;">BENEFITS AND RISK MANAGEMENT FRESNO UNIFIED SCHOOLS</div>	
1. Name of Claimant <i>MINOR</i>		2. Birthdate of Claimant <i>MINOR</i>	
3. Home Address of Claimant <i>MINOR</i>	City/State	4. Home Telephone Number <i>MINOR</i>	
5. Business Address of Claimant	City/State	6. Business Telephone Number	
7. Give Address of which you desire notices or communication to be sent regarding this claim:			
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Another student <i>minor</i> attacked/assaulted <i>minor</i> at Rowell Elementary and broke <i>minor</i> glasses off <i>minor</i> face on 10/28/22. Parent Maria Velasquez asked for at least a portion and none was every given.			
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: The attack happened on 10/28/22 at Rowell Elemetary during their PE time. Student named <i>minor</i> did it.			
10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc.  <div style="font-size: 1.2em;">The damage occured on the blacktop at Rowell elementary.</div>			
11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known:  Repeated assaults on my <i>minor</i> . Earlier that same week <i>minor</i> assaulted by same child.			
12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910[f])			
13. Insurance payments received, if any, and name(s) of insurance company:			
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): 149.24			
15. Name and address of Witnesses, Doctors and Hospitals: Kaiser 7300 N. Fresno street			
16. Signature of Claimant or person filing: Maria Velasquez		17. Typed Name (Relationship to Claimant) Maria Velasquez	18. Date: 02/14/23

**NOTE:** Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-24**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Doubletree Hotel for Classified Development Training**

**ITEM DESCRIPTION:** Included in the board binders is an agreement with Doubletree Hotel for the Classified Professional Development Conference, Spring 2023.

The Classified Professional Development Conference was held on March 06, 2023. Classified school based and department employees as well as management participated in the half day event. Topics included Paraeducators: Opportunities for Looking at Behavior Through a New Lens, The 1,2,3's of Financial Literacy, and Fearless Leaders.

The Classified Professional Development Conference aligns with the district's vision to empower staff to achieve their greatest potential.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$29,683 are available in the Classified Development budget.

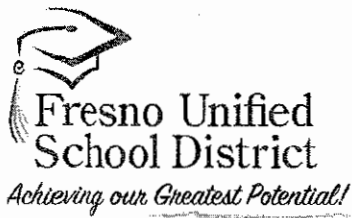
**PREPARED BY:** Tamara Neely,  
Director, Classified Professional Development

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**





# Fresno Unified School District

## Contract Routing Form

Completed vendor's agreement must be attached

DoubleTree

**Vendor Name**  
(559) 268-1000

**Phone Number**

**From:** 3/6/2023

**Term (Duration)**

**FUSD Contract Administrator:**  
Tamara Neely

**Name**

2233 Ventura Street, Fresno, CA 93721

**Address**  
Amy Glover

**Vendor Contact**

**Through:** 3/6/2023

Classified Development

559-457-6224

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-0703-7311-1110-2100-5899

**Annual Cost** \$ 29,683.80

(Contract will not be authorized to exceed this amount ☒)

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

**Yes** ☐

**No** ☒

### Scope of Work Summary:

Conference venue for our Classified Spring Conference on March 06, 2023. Contract includes breakout rooms, breakfast buffet, A/V set up, and parking to accommodate 600 classified employees.

Please indicate where the work will be performed: Work to be performed remotely in the ☒

Date Item is to appear on **Board of Education Agenda:** 03/22/23 *Will this contract be submitted with Bundled Contracts?* No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

*[Signature]*  
**Signed**

**Date**

Reviewed & approved by **Risk Management, or  
Exec. Dir. of Purchasing:**

*[Signature]*  
**Signed**

3/6/2023  
**Date**

Please return signed contract to:

Tamara Neely

**Name**

Classified Development

**Department**



# DoubleTree by Hilton Fresno

2233 Ventura Street  
Fresno, CA 93721  
Phone: 559-268-1000 Fax: 559-441-2952

## Catering Estimate

Classified Professional Development

Event is: March 6, 2023	DATE	02/01/23
	ROOM	Multiple
	SCR	Amy Glover

Amount	Description	Cost Inclusive	Cost	Total	Code
600	Sunrise Breakfast Buffet		\$21.95	\$13,170.00	
			Sub Total	\$13,170.00	
			Service Charge	\$3,029.10	
			Sales Tax	\$1,352.62	
			Subtotal	\$17,551.72	
3	Breakout Rooms D1, D2 and D3		\$475.00	\$1,425.00	
2	Breakout Room Sierra and Tioga		\$375.00	\$750.00	
3	Breakout Room E, F and G		\$225.00	\$675.00	
1	10x10 Screen in General Session		\$75.00	\$75.00	
1	AV Carts with Powerstrip & Extension Cord in General Session		\$35.00	\$35.00	
3	8x8 Screens in Breakout rooms (D1, D2 and D3)		\$55.00	\$165.00	
8	AV Carts with Powerstrip & Extension Cord in Breakout Rooms		\$35.00	\$280.00	
2	Wireless Microphones (2 in General Session)		\$100.00	\$200.00	
5	6x6 Screens in Breakout Rooms (Sierra, Tioga, E, F and G)		\$45.00	\$225.00	
8	LCD Projectors		\$375.00	\$3,000.00	
			Sub Total	\$6,830.00	
			Service Charge	\$1,570.90	
			Sales Tax	\$131.17	
			Subtotal	\$8,532.07	
		\$0.00	\$0.00	\$0.00	

The above is an estimate based on the information provided.

Sub Total	\$20,000.00	
Service Charge	\$4,600.00	750
Sales Tax	\$1,483.80	702
Subtotal	\$26,083.80	
Parking \$6.00/seat	\$3,600.00	
Balance	\$29,683.80	



## CATERING CONTRACT

**DoubleTree by Hilton**

**Fresno Convention Center**

2233 Ventura Street Fresno, CA. 93721

Phone: 559-268-1000 Fax: 559-441-2952

<http://fresnoconventioncenter.doubletree.com>

Today's Date: February 11, 2023

Amy Glover

Director of Sales & Catering

Direct Phone: 559-441-2930

Email: [amy.glover@hilton.com](mailto:amy.glover@hilton.com)

### GROUP INFORMATION

ACCOUNT: Fresno Unified School District  
 POST AS: Fresno Unified Classified Professional Development  
 CONTACT: Rebecca Hoyer  
 TITLE: Secretary II  
 ADDRESS: 1301 M Street  
 Fresno CA, 93721  
 TELEPHONE: (559) 457-6224  
 EMAIL: [rebecca.hoyer@fresnounified.org](mailto:rebecca.hoyer@fresnounified.org)

### EVENT AGENDA

Date	Time	Event Class	Room	Setup	Agr	Room Rental
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon G	Classroom	15	\$225.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon F	Classroom	15	\$225.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon E	Classroom	15	\$225.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Tioga	Classroom	30	\$375.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Sierra	Classroom	30	\$375.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon D3	Classroom	50	\$475.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon D2	Classroom	50	\$475.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	Breakout/Syndicate	Salon D1	Classroom	50	\$475.00++
Mon, 03/06/23	7:00 AM - 12:00 PM	General Session	Salon A,B,C	Round Tables of 10	600	Waived with the purchase of 550 total meals. If less than 550 total meals a room rental will apply.

++ indicates plus service charge and sales tax.

**\*\*ALL ROOMS SUBJECT TO CHANGE\*\***

### PAYMENT METHOD

Method of Payment: *Purchase Order.* DEPOSIT AMOUNT: *N/A*  
*NOTE: We will need* DEPOSIT DUE:  
*prior to event start.*

**\*All Deposits are Non-refundable**

### ADDITIONAL INFORMATION



## TERMS AND CONDITIONS

### CONDUCT OF FUNCTION

- Patron agrees that the function will be conducted in an orderly manner and in full compliance with all applicable laws and Hotel rules. The patron hereby agrees to indemnify and hold harmless the Hotel against any and all claims for personal injury, property damages and losses arising out of the patron or guest's negligence.
- The specific location of your meeting room may be confirmed 24 hours prior to event. The Hotel reserves the right to change the location of your meeting room up to 24 hours prior to the event.

### DAMAGES:

- The group is responsible for all charges should there be any damage to either the public space and/or meeting space and equipment. Client will be notified should any damage occur.

### FOOD & BEVERAGE SERVICE

- *The Client has chosen the Sunrise Breakfast Buffet for an estimated guest count of 600. The total per person is \$21.95 plus service charge and sales tax (\$29.25 inclusive per person). The estimated cost based on 600 guests is: \$17,551.72.*
- Final guarantee must be given 72 hours prior to the event or the last known number will be used as the guarantee, client will be billed for final guarantee or actual number of people served whichever is greater.
- The hotel is prepared to provide 5% over the guarantee not to exceed 25 meals.
- No Food or Beverage, except cake, wine, champagne or ethnic hors d' oeuvres (limited to three 50 piece trays – 150 total pieces) may be brought into the Hotel. Ethnic hors d' oeuvres must be an item the hotel cannot provide and must be preapproved prior to the event date. For each tray that is provided by the client, the client must purchase a hors d' oeuvres tray from the hotel.
- Should any guest be found to have alcohol in his/her possession or consumed by minors, the Management reserves the right to close the bar immediately and/or to terminate the function at the patron expense.
- **No food or liquor furnished by the hotel may be taken off the premises.**

### SIGNING OF BANQUET TICKETS

- The Hotel requires signatures on all banquet tickets the day of the function. Any discrepancy in the billing must be resolved at this time.

### PARKING

- Registered hotel overnight guests will receive complimentary parking. Non overnight hotel guests may park on a space available basis in the hotel parking lot. The hotel parking garage is adjacent to the hotel and may charge a fee.
- *The client has agreed to pay for guest parking. The hotel agreed to offer parking at a discounted cost of \$6.00 per car. The estimated total for 600 cars is: \$3,600.00.*

### MEAL FUNCTIONS

- All menus must be received three (3) weeks prior to function date.
- When a maximum of two (2) selections are chosen, both will be charged at the higher price.

### CANCELLATION POLICY

- If event is cancelled once contract has been signed and before (60) days prior to event, 100% of total published meeting room rental will be charged. If cancelled within (60) days, 75% of the estimated food and beverage charges plus 100% of the published meeting room rental will be billed.

### PRICE INCREASES

- Prices quoted are subject to reasonable increases to meet increased cost of goods, supplies and operating expenses. The patron agrees to pay for such increases. As an alternative, the Hotel may, at its sole discretion, make reasonable menu substitutions and patron agrees to accept such substitutions in lieu of increased prices. Prices for all meal functions will be guaranteed by Hotel 90 days prior to the function.

### SERVICE AND CHARGES

- Any room set up changes made the day of event will result in a \$25.00 charge per man hour to be charged at the hotels discretion.
- On all sales, a 23.0% service charge and all applicable City of Fresno and State of California sales taxes will be added. We reserve the right to charge a service fee for any extraordinary room requirements.

### AUDIO VISUAL EQUIPMENT



- The hotel will provide AV for each of the meeting rooms. AV to include: Screen, Projector, AV Cart and Microphones in General Session. The estimated cost for AV for all the breakout rooms and general session is: \$4,971.83
- The hotel can provide any audio visual equipment for your function needs. A price list is available from your Catering Representative. Guests are allowed to bring in own audio visual equipment
- The hotel is not responsible for the working condition of any audio visual equipment not provided by the DoubleTree by Hilton Fresno Convention Center.

#### TERMS OF PAYMENT

- ~~It is the policy of the Hotel to request a 10% payment of estimated charges upon signed contract and remaining balance. Three (3) days prior to all functions held on our premises.~~
- ~~If payment will be made by check, the check must be received ten (10) business days prior to event and must include the estimated charges plus a 5% coverage.~~
- The Hotel will accept an approved credit card authorization form along with copy of Photo ID and Credit Card for payment.
- ~~Should payment not be received three (3) business days prior to the day of the event, the event will be assumed cancelled.~~
- Purchase orders and special situations must be approved through the accounting office ten working days prior to the scheduled event. In the event it becomes necessary for the Hotel to consult an attorney or institute action or proceedings related to the collection of any sum, the Hotel shall be entitled to any reasonable attorney's fees and costs incurred. The Hotel must receive billing applications at least one month prior to the event for processing.

#### DISPLAYS, DECORATIONS & ENTERTAINMENT

- All displays, posters, banners, etc. shall not be displayed without prior approval of the Hotel.
- Tape, Staples and/or Adhesive Materials may not be used on walls and any damage resulting from displays will be the Patron's responsibility.
- Glitter, Confetti, Open Flames, Rose Petals or Bubbles may not be used at any time. Any damage resulting from these items will be the patron's responsibility.
- Patron agrees to be responsible for any damage done to the premises during the period of time they are under Patron's control or the control of any independent contractor hired by Patron.
- **Hotel assumes no liability for items left unattended before, during or after conclusion of the function.**

#### Initial Fields:

Thank you for agreeing to entertain at the DoubleTree by Hilton Fresno Convention Center and serving our guests. We must advise you of potential issues associated with entertainment provided at our facility. In the past, we have received periodic notifications by certain entertainment licensing organizations attempting enforcement of licensing fees associated with playing live music which is copyrighted. Please be advised that we do not provide or take responsibility for any licensing. Like all our contracted entertainment service providers where such licensing fees are required, we expect you to work within copyright law and handle all such fees.

Please review, sign and return contract by: 2/24/23

Approved and authorized by Client:

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Signature:

Approved As To Form

3/6/2023

Stacey Sandoval, Risk Management Executive Director

Approved and authorized by Seller:

Name: Amy Glover

Title: Director of Sales & Catering

Signature:   
3/2/23



Date:

Date:



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM A-25**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below**

**ITEM DESCRIPTION:** Included in the Board binders is information on Change Orders for the following projects:

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 4 includes but may not be limited to: add repair of sewer and storm drain lines; and add electrical power for HVAC economizers.

Change Order 5 includes but may not be limited to: add drywell; add closure panels; add removal of existing wall mount items and wood siding repair.

Original Contract Amount:	\$ 11,654,000
Change Order(s) previously ratified:	\$ 50,301
Change Order 4 presented for ratification:	\$ 13,020
Change Order 5 presented for ratification:	\$ 6,317
New Contract Amount:	\$ 11,723,638

Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacement, Change Order 1 includes but may not be limited to: revise power to AH-40 and MUA-1; provide seismic loops in chilled water pipes; install opposed blade dampers and actuators; omit water connections; omit chain link gate previously installed; re-route ductwork in ceiling; provide new electrical feeder conduit; additional boring and excavation; and add 205 days to contract duration.

Original Contract Amount:	\$ 2,299,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 76,409
New Contract Amount:	\$ 2,375,409

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 3 includes but may not be limited to: add site and building plumbing; add relocation of booster pump; add fencing and seat walls; and add site underground sewer piping connections.

Original Contract Amount:	\$ 47,847,268
Change Order(s) previously ratified:	\$ 149,213
Change Order 3 presented for ratification:	\$ 130,009
New Contract Amount:	\$ 48,126,490

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$149,346 are available in the Measure M Fund for Bids 22-01 and 22-21 and \$76,409 is available in the Measure X Fund for Bid 22-13.

PREPARED BY: Ann Loorz,  
Executive Director

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

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

DEPUTY SUPERINTENDENT APPROVAL:



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## CHANGE ORDER

**PROJECT NAME:**

FUSD Addams Elementary Building Additions/Modernization  
2117 W. McKinley Ave.  
Fresno CA 93728

**CHANGE ORDER No. :****004**

DSA File No. :

**10-48**

Application No. :

**02-117220****CONTRACTOR :**

AMG & Associates  
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 .....	\$ 50,301.38
The Contract Sum prior to this Change Order was .....	\$ 11,704,301.38
The Contract Sum will be adjusted by .....	\$ 13,019.46
The new Contract Sum, including this Change Order will be .....	\$ 11,717,320.84
The Contract Completion date prior to this Change Order was .....	8/23/2023
The Contract Time will be adjusted by .....	(0) Days
The new Contract Completion date, including this Change Order is therefore .....	8/23/2023

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

Darden Architects, Inc.  
6790 N. West Avenue  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By: Tony Avila

Date: 12/15/22

**Accepted by:**

AMG & Associates  
26535 Summit Circle  
Santa Clarita, CA 91350

**CONTRACTOR:**

Anthony R. Traverso

Digitally signed by Anthony R. Traverso  
Date: 2022.12.15 11:35:39 -08'00'

By: Anthony Traveso

Date:

**Authorized by:**

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

**OWNER:**  
By: Alex Belanger

Date: 12/17/2022

## CHANGE ORDER

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

**Item 03-1**

**DESCRIPTION OF CHANGE:**

Repair existing sewer line and reconnect damaged storm drain line at portable P40.

**REASON FOR CHANGE:**

Sewer and storm drain lines were damaged during trenching for new utilities for new portable buildings.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

OTP024.

Amount of this Change Order Item:

**Increase**      **\$4,512.20**

Time adjustment by this Change Order Item:

**Increase**      **0 Days**

**Item 03-2**

**DESCRIPTION OF CHANGE:**

Provide and install fusible disconnects and power to the economizer/power exhaust units on new building M.

**REASON FOR CHANGE:**

Project documents did not incorporate provisions for power to economizers/power exhaust.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

**Increase**      **\$8,507.26**

Time adjustment by this Change Order Item:

**Increase**      **0 Days**

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

**INCREASE**      **\$13,019.46**

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

**UNCHANGED**      **0 DAYS**



# Fresno Unified School District

## Project Financial Summary

Project Name: Addams Elementary Building additions

Date: 12/15/22

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

Change Order: # 004

### Contract Summary:

Bid Award Amount(s)

Base Bid:	\$ 11,297,060.00	PO # 743100	M108	\$	11,654,000.00
Base Bid: interim	\$ 356,940.00	PO # 743100	M102	\$	-
Additive Alternate 1:				\$	-
Additive Alternate 2:				\$	-
Additive Alternate 3:				\$	-
Additive Alternate 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
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals: \$ (14,121.65) 0% \$ 14,079.96 0% \$ 35,080.56 0% \$ 28,281.97 0% \$ - 0% \$ 63,320.84 \$ 63,320.84 0.5%

Total Contract Amount with Adjustments

\$ 11,717,320.84





## CHANGE ORDER

**PROJECT NAME:**

FUSD Addams Elementary Building Additions/Modernization  
2117 W. McKinley Ave.  
Fresno CA 93728

**CHANGE ORDER No. :****005**

DSA File No. :

**10-48**

Application No. :

**02-117220****CONTRACTOR :**

AMG & Associates  
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 .....	\$ 63,320.84
The Contract Sum prior to this Change Order was .....	\$ 11,717,320.84
The Contract Sum will be adjusted by .....	\$ 6,316.61
The new Contract Sum, including this Change Order will be .....	\$ 11,723,637.45
The Contract Completion date prior to this Change Order was .....	8/23/2023
The Contract Time will be adjusted by .....	(0) Days
The new Contract Completion date, including this Change Order is therefore .....	8/23/2023

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

Darden Architects, Inc.  
6790 N. West Avenue  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By: Tony Avila

Date: 01/20/2023

**Accepted by:**

AMG & Associates  
26535 Summit Circle  
Santa Clarita, CA 91350

**CONTRACTOR:**

Anthony R. Traverso

Digitally signed by Anthony R. Traverso  
Date: 2023.01.24 08:22:15 -08'00'

By: Anthony Traveso

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

**Authorized by:**

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

**OWNER:**

By: Alex Belanger

Date: 1/25/2023

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

Item 05-1	<p><b>DESCRIPTION OF CHANGE:</b> Provide and install seven foot deep drywell in the planter in front of the new permanent portables buildings.</p> <p><b>REASON FOR CHANGE:</b> Project documents did not include a drywell required to drain water from new concrete walk on the north side of the permanent portables buildings.</p> <p><b>CHANGE CATEGORY:</b> Designer E &amp; O.</p> <p><b>DOCUMENT REFERENCE:</b> RFI 055</p> <table><tr><td>Amount of this Change Order Item:</td><td>Increase</td><td>\$2,213.10</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>	Amount of this Change Order Item:	Increase	\$2,213.10	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase	\$2,213.10					
Time adjustment by this Change Order Item:	Increase	0 Days					
Item 05-2	<p><b>DESCRIPTION OF CHANGE:</b> Provide and install a bottom closure panel between concrete walk and vertical closure panel between portables buildings.</p> <p><b>REASON FOR CHANGE:</b> Project documents did not include bottom closure panel.</p> <p><b>CHANGE CATEGORY:</b> Designer E &amp; O.</p> <p><b>DOCUMENT REFERENCE:</b> RFI 051</p> <table><tr><td>Amount of this Change Order Item:</td><td>Increase</td><td>\$1,239.11</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>	Amount of this Change Order Item:	Increase	\$1,239.11	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase	\$1,239.11					
Time adjustment by this Change Order Item:	Increase	0 Days					
Item 05-3	<p><b>DESCRIPTION OF CHANGE:</b> Remove stables, wire mold, security safes, sink accessories and repair damage for paint in portables P28 - P35.</p> <p><b>REASON FOR CHANGE:</b> Project documents did not include removal of District surface mount items and damage repair for existing portables</p> <p><b>CHANGE CATEGORY:</b> Designer E &amp; O.</p> <p><b>DOCUMENT REFERENCE:</b></p> <table><tr><td>Amount of this Change Order Item:</td><td>Increase</td><td>\$1,900.80</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>	Amount of this Change Order Item:	Increase	\$1,900.80	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase	\$1,900.80					
Time adjustment by this Change Order Item:	Increase	0 Days					
Item 05-4	<p><b>DESCRIPTION OF CHANGE:</b> Remove and reinstall existing wood ceiling trim in portables P28-P35.</p> <p><b>REASON FOR CHANGE:</b> No provisions for replacing/reinstalling ceiling trim in the contract documents.</p> <p><b>CHANGE CATEGORY:</b> Designer E &amp; O.</p> <p><b>DOCUMENT REFERENCE:</b></p> <table><tr><td>Amount of this Change Order Item:</td><td>Increase</td><td>\$963.60</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>	Amount of this Change Order Item:	Increase	\$963.60	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase	\$963.60					
Time adjustment by this Change Order Item:	Increase	0 Days					
<p><b>TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:</b> <b>TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:</b></p>		<p><b>INCREASE</b>      <b>\$6,316.61</b> <b>UNCHANGED</b>      <b>0 DAYS</b></p>					



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Addams Elementary Building additions

**Date:** 01/20/23

**Contractor:** AMG & Assoc.

**DSA #:** Interim 02-118888 02-117220

**Architect:** Darden Architect

**BID #:** 22-01

**Change Order:** # 005

### Contract Summary:

#### Bid Award Amount(s)

Base Bid:	\$ 11,297,060.00	PO # 743100	M108	\$	11,654,000.00
Base Bid: interim	\$ 356,940.00	PO # 743100	M102	\$	-
Additive Alternate 1:				\$	-
Additive Alternate 2:				\$	-
Additive Alternate 3:				\$	-
Additive Alternate 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	
	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	
Totals:	\$ (14,121.65)	0%	\$ 14,079.96	0%	\$ 35,080.56	0%	\$ 34,598.58	0%	\$ -	0%	\$ 69,637.45	\$ 69,637.45 0.6%
Total Contract Amount with Adjustments											\$	11,723,637.45



## CHANGE ORDER

**PROJECT NAME:**

Gym & Music Building HVAC Equipment Replacement  
Hoover High School  
Fresno, CA 93710

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

DSA File No. :

**10-H8**

Application No. :

**02-118674****CONTRACTOR :**

New England Sheet Metal and Mechanical Co.  
2731 S Cherry Ave.  
Fresno, CA 93706

DESIGNER'S PROJECT No. :

**20108**

FUSD BID/CONTRACT No. :

**22-13**

CONTRACTOR P.O. No. :

**749751**

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

The original Contract Sum was .....	\$ 2,299,000.00
Net change by previously authorized Change Orders .....	\$ -
The Contract Sum prior to this Change Order was .....	\$ 2,299,000.00
The Contract Sum will be adjusted by .....	\$ 76,409.00
The new Contract Sum, including this Change Order will be .....	\$ 2,375,409.00
The Contract Completion date prior to this Change Order was .....	8/8/2022
The Contract Time will be adjusted by .....	(205) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	1-Mar-23

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

Lawrence Eng. Group  
4910 E. Clinton Way #101  
Fresno, CA 93727

**ARCHITECT/ENGINEER:**

By: Michael J. Contemini, P.E.

Date: 1/16/23**Accepted by:**

New England Sheet Metal  
2731 S Cherry Ave.  
Fresno, CA 93706

**CONTRACTOR:**

Jeffrey Wong  
Digitally signed by Jeffrey Wong  
Date: 2023.01.18  
13:02:28-0800'

By: Jeff Wong, PE

Date: 1/18/2023**Authorized by:**

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

**OWNER:**

By: Alex Belanger

Date: 1/31/2023

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

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Revise Power to AH-40 and MUA-1. At AH-40, Provide 45A/3P Circuit breaker at Panel 92A, Circuit 26/28/30.  
Provide 3#10 CU, 1#10 CU GRD Conductors. Provide 60A, 480V, 3 Pole, NEMA 1 fused disconnect switch. Provide 40A Fuses per manufacturer's requirements.  
At MUA-1, provide 30A fuses per manufacturer's updated requirements.

**REASON FOR CHANGE:**

Electrical service not sufficient for motor HP.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO-1

Amount of this Change Order Item:

Increase \$ 1,233.00

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Provide seismic loops in chilled water pipes at Event Center hallway.

**REASON FOR CHANGE:**

Piping below existing expansion joint required seismic loops.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO-3

Amount of this Change Order Item:

Increase \$ 4,515.00

Time adjustment by this Change Order Item:

Increase 6 Days



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

**Item 1-3**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Install opposed blade dampers with Bellmo actuators in the (2) 12"X6" supply duct drops to two Offices below the Mezzanine. Locate new temperature sensors adjacent to the Office doors to modulate the dampers on demand for heating or cooling in the Offices.

**REASON FOR CHANGE:**

Temperature control requested in Teacher's Offices.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

PCO-4

Amount of this Change Order Item:

Increase \$ 4,682.00

Time adjustment by this Change Order Item:

Increase 2 Days

**Item 1-4**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Omit water connections shown on P2&3. Connect 3/4" cold water to existing cold water in Boys and Girls Mezzanine Mechanical Rooms. Route to Makeup Air Units. Field verify exact location of existing 3/4" cold water. Connect 1" cold water to existing 3" cold water above toilet rooms at southwest corner of Event Center. Locate BP-1 on exterior of building adjacent to floor drain and expansion tank.

**REASON FOR CHANGE:**

Connecting to existing piping in attic and at Event Center simplified construction as plans indicated to connect to existing piping below Girls Locker Room floor.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

PCO-5

Amount of this Change Order Item:

Decrease \$ (703.00)

Time adjustment by this Change Order Item:

Decrease 0 Days

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

**Item 1-5**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Omit accessible c.l. gate indicated on C1 Keynote 15 and Détail 1/C1

**REASON FOR CHANGE:**

Gate was installed in a previous project.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

PCO-6

Amount of this Change Order Item:

Decrease \$ (5,092.00)

Time adjustment by this Change Order Item:

Decrease 0 Days

**Item 1-6**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Boys Locker Room: Route 18" and 30" round ductwork in attic space and install ceiling mounted supply air grilles.  
Girls Locker Room: Route 18"x20" and 30"x20" ductwork in attic space and install ceiling mounted supply air grilles.

**REASON FOR CHANGE:**

Existing walls did not have studs for attachment of duct supports.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

PCO-7

Amount of this Change Order Item:

Increase \$ 47,352.00

Time adjustment by this Change Order Item:

Increase 0 Days



## CHANGE ORDER

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

**Item 1-7**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Provide new feeder conduit for both panels '9ZA' and '9ZB' per Response to RFI 20.

**REASON FOR CHANGE:**

Contractor was unable to remove the existing feeder conductors from the existing conduit.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

~~PCO-11~~ PCO-08

Amount of this Change Order Item:

Increase \$ 12,426.00

Time adjustment by this Change Order Item:

Increase 6 Days

**Item 1-8**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:  
Provide additional boring and digging for electrical conduit around existing concrete encased medium voltage duct bank.

**REASON FOR CHANGE:**

A vast amount of existing underground utilities were discovered upon excavation of the bore pit.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

PCO-11

Amount of this Change Order Item:

Increase \$ 14,072.00

Time adjustment by this Change Order Item:

Increase 0 Days

## CHANGE ORDER

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

**Item 1-9**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:

Omit Floor Sink replacement (typical of 4) shown on M3 South Mechanical Room, M4 North Mechanical Room and M7 Music Bldg from scope of work.

**REASON FOR CHANGE:**

Existing Floor Sinks in satisfactory condition.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

PCO-13

Amount of this Change Order Item:

Decrease \$ (7,424.00)

Time adjustment by this Change Order Item:

Decrease 0 Days

**Item 1-10**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials as required to perform the following:

Refer to Detail F/M9 MUA Unit on Metal Curb: Add 24ga galvanized metal continuous cap with soldered water tight joints over top of curb, below MUA.

**REASON FOR CHANGE:**

Curb cap was not included in detail.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

PCO-14

Amount of this Change Order Item:

Increase \$ 5,348.00

Time adjustment by this Change Order Item:

Increase 3 Days

## CHANGE ORDER

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

**Item 1-11**

**DESCRIPTION OF CHANGE:**

Extend contract completion date to March 1, 2023

**REASON FOR CHANGE:**

HVAC equipment shipment was delayed from factory.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

Increase

Time adjustment by this Change Order Item:

Increase

188 Days

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

**INCREASE \$ 76,409.00**

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

**INCREASE 205 DAYS**

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





Maintenance & Operations

## Project Financial Summary

Project Name: Hoover High Gym & Music Building HVAC Equip. Replacement

Date: 01/20/23

Contractor: New England Mechanical

DSA #: 02-118674

Architect: Lawerence Eng. Grp.

BID #: 22-13

Change Order: #001

### Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 2,299,000.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ -
		Additive Alternate 2:	\$ -
		Additive Alternate 3:	\$ -
		Additive Alternate 4:	\$ -
		<b>Total Agreement Amount:</b>	<b>\$ 2,299,000.00</b>

### Contract Adjustments:

Total Contract Amount		\$ 2,299,000.00									
Contract Adjustments:	<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E &amp; O</u>		<u>District/Designer</u>		<u>Total</u>
CO #001	\$ (2,742.00)		\$ -		\$ 73,850.00		\$ 11,096.00		\$ (5,795.00)		\$ 76,409.00
	\$ -		\$ -								\$ -
	\$ -		\$ -								\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Totals:	\$ (2,742.00)	0%	\$ -	0%	\$ 73,850.00	3%	\$ 11,096.00	0%	\$ (5,795.00)	0%	\$ 76,409.00
Total Contract Amount with Adjustments										\$ 76,409.00	3.3%
										\$ 2,375,409.00	



## CHANGE ORDER

**PROJECT NAME:**

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

**CHANGE ORDER No. :****003**

DSA File No. :

**10-H8**

Application No. :

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

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

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

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

The original Contract Sum was .....	\$ 47,847,268.00
Net change by previously authorized Change Orders .....	\$ 149,212.44
The Contract Sum prior to this Change Order was .....	\$ 47,996,480.44
The Contract Sum will be adjusted by .....	\$ 130,009.43
The new Contract Sum, including this Change Order will be .....	\$ 48,126,489.87
The Contract Completion date prior to this Change Order was .....	23-Jan-24
The Contract Time will be adjusted by .....	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore .....	23-Jan-24

**NOTE:** Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

**Recommended by:**

PBK.  
7790 N. Palm Avenue  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By: Michael Schoen

Date: 2023-01-18

**Accepted by:**

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

**CONTRACTOR:**

By: Stephen Davis

Date: 1/18/23

**Authorized by:**

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

**OWNER:**

By: Alex Belanger

Date: 1/18/23

## CHANGE ORDER

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

**Item 3-1**

**DESCRIPTION OF CHANGE:**

Plumbing Changes associated with the addition of Unisex restroom #271 and Staff restroom #270G

**REASON FOR CHANGE:**

Additional restrooms added at Building 1000 per District request

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

CCD #002, CCR #013-R1

Amount of this Change Order Item:

**Increase \$34,505.69**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 3-2**

**DESCRIPTION OF CHANGE:**

Plumbing changes to add additional unisex restroom #130.1 in Health Office and revision of unisex restroom #130.3 in Isolation Room

**REASON FOR CHANGE:**

Addition of unisex restroom in Health Office and relocation of Health Office restroom access from Isolation room as requested by District

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

CCD #005, CCR #014-R1

Amount of this Change Order Item:

**Increase \$29,111.35**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 3-3**

**DESCRIPTION OF CHANGE:**

Relocate irrigation booster pump infrastructure to utility yard on the SE side of the project

**REASON FOR CHANGE:**

Project documents did not show the booster pump in the correct location

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

Bulletin #2, CCR #005

Amount of this Change Order Item:

**Increase \$19,149.67**

Time adjustment by this Change Order Item:

**Increase 0 Days**



## CHANGE ORDER

### Item 3-4

**DESCRIPTION OF CHANGE:**

Add chain link fencing and concrete seat walls in early learning play area

**REASON FOR CHANGE:**

Project documents did not allow for outdoor early learning play area

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

CCD #003, CCR #019-R1

Amount of this Change Order Item:

**Increase \$33,673.66**

Time adjustment by this Change Order Item:

**Increase 0 Days**

### Item 3-5

**DESCRIPTION OF CHANGE:**

Two points of connection at the N side of Building 1000

**REASON FOR CHANGE:**

Project documents did not include two sewer tie connection points for the N side of Building 1000

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI #118, CCR #026

Amount of this Change Order Item:

**Increase \$13,569.06**

Time adjustment by this Change Order Item:

**Increase 0 Days**

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

**INCREASE \$130,009.43**

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

**INCREASE 0 Days**

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





## Project Financial Summary

### Facilities Management & Planning

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

**Date:** 01/20/23

**DSA #:** 02-118895

**Contractor:** Davis Moreno

**BID #:** 22 - 21

**Architect:** PBK Architects

**Change Order:** # 003

### Contract Summary:

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

### Contract Adjustments:

<b>Total Contract Amount</b>												\$ 47,847,268.00
<b>Contract Adjustments:</b>	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E &amp; O</u>	<u>District/Designer</u>	<u>Total</u>						
CO # 001	\$ 3,189.64	\$ -	\$ 5,477.09	\$ 13,449.21		\$ 22,115.94						
CO # 002	\$ 1,836.15	\$ 7,966.96	\$ -	\$ 117,293.39	\$ -	\$ 127,096.50						
CO # 003	\$ 63,617.04	\$ -	\$ -	\$ 32,718.73	\$ 33,673.66	\$ 130,009.43						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
<b>Totals:</b>	<b>\$ 68,642.83</b>	<b>0% \$ 7,966.96</b>	<b>0% \$ 5,477.09</b>	<b>0% \$ 163,461.33</b>	<b>0% \$ 33,673.66</b>	<b>0% \$ 279,221.87</b>	<b>\$ 279,221.87</b>	<b>0.6%</b>				
<b>Total Contract Amount with Adjustments</b>												<b>\$ 48,126,489.87</b>



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM B-26**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss**

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

**TITLE AND SUBJECT: PRESENT and DISCUSS Safety Concerns at Fresno High School**

**ITEM DESCRIPTION:** At the request of site staff, Fresno High School staff and students will present an overview of the ongoing additional supports needed for the site. Staff looks to develop trust-building and collaboration with administration and security in order to hold all stakeholders accountable, in accordance with Fresno Unified Mission, Vision, Values, and Goals.

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

**PREPARED BY:** Anoush Ekparian,  
Teacher

**DIVISION:** Fresno High School  
**PHONE NUMBER:** (559) 457-2780

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

**DEPUTY SUPERINTENDENT APPROVAL:**



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM B-27**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT: Discuss and Adopt Transportation Services Plan**

**ITEM DESCRIPTION:** Included in the Board binders is information on the Transportation Services Plan and revenue calculations developed in accordance with Education Code Sections 39800.1 and 41850.1. The Transportation Services Plan is required as a condition of apportionment, which is based on reported district transportation expenditures. The plan must be adopted by the district's governing board by April 01, 2023, and is not required to be submitted to California Department of Education. The plan adoption will be reviewed in the district's annual audit.

This first plan, with an approval deadline of April 01, 2023, is intended to describe the current transportation program in 2022/23 fiscal/school year and the plan for prioritized transportation services the district will provide to its identified pupils in the 2023/24 fiscal/school year. Subsequent transportation plans will address plan updates on an annual basis.

There is no opt-out mechanism provided in statute; all Local Education Agencies (LEAs) eligible for the funding based on the allocation formula in the statute will be apportioned funds. LEAs that choose not to develop a Transportation Services Plan will have an audit finding and a corresponding reversal of funding.

The statute provides that the plan shall be presented and adopted by the governing body in an open meeting with the opportunity for in-person and remote public comment.

The public may comment on this item, in accordance with Education Code section 39800.1, not only in person but also remotely, by calling the following phone number: 1(559) 512-2623, Phone Conference ID: 584 346 888#, when this item is called by the Board President.

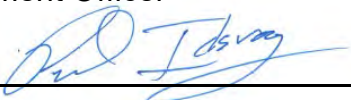
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Paul Rosencrans,  
Manager II

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

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

**DEPUTY SUPERINTENDENT APPROVAL:**



**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Board Approval Date: 3/22/23**

**Introduction**

The Transportation Department is accountable for improving student achievement by effectively managing; planning, organizing, controlling, and directing the transportation services of the District to provide timely delivery of high-quality services to students, staff, sites, and departments; and administering District transportation policies.

This Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1. The transportation services plan is required as a condition of apportionment, which is based on reported transportation expenditures. The plan must be adopted by the school district's governing board on or before April 01, 2023, and does not need to be submitted to CDE. The plan adoption will be checked in the LEA's annual audit.

CDE is not planning to publish a plan template as there is no specific required format. The LEAs have the flexibility to format the plan as they see fit to match their needs as long as it incorporates all of the required elements in required in the statute.

The first year's plan due in April 2023 is intended to address both the current transportation program in the 2022/23 fiscal/school year and the plan describing the prioritized transportation services it will offer to its identified pupils in the 2023/24 fiscal/school year. The requirement to have a plan addressing two years is a one-time nuance and future year plans will address updates to and primarily about the following fiscal school year.

There is no opt-out mechanism provided in the statute, All LEAs eligible for the funding based on the allocation formula in the statute will be apportioned funds. LEAs that chose not to develop a transportation services plan will have an audit finding and a corresponding reversal of funding.

The plan shall be presented and adopted by the governing board in an open meeting with the opportunity for in-person and remote public comment.

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Table of Contents**

Section 1: Improve Current Systems: Transportation leadership has been tasked with implementing internal controls and redundant systems, improving labor relations, and modernizing the Transportation Department

Section 2: Description of services accessible to pupils with disabilities, and homeless children

Section 3: Description of how unduplicated pupils can access home-to-school transportation at no cost to the pupils

Section 4: Consultations: The plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders.

Section 5: Existing Transportation Plan as required by EC 39831.3 (typically Board Policy or Administrative Regulation)

Section 6: District Data & Revenue calculations

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Section 1: Improve Current Systems**

Transportation leadership has been tasked with implementing internal controls and redundant systems, recruiting, and training drivers, improving labor relations, and modernizing the Transportation Department.

**Routing Committee**

On January 24, 2023, a communication was provided to update the Board on systemically unacceptable bus delivery tardy rates. This issue was a top priority and management worked closely with SEIU to rectify the situation. On Friday, January 27, 2023 a Routing committee of Bus Drivers and Dispatchers finalized new routes. Consideration was given to the length of routes, frequency of routes, and ability to stay on time with current resources. Parents were notified of the changes and the new routes began on Monday, February 06, 2023. Students are arriving on time and the new routes are working as designed. The Routing committee will hold regular meetings to plan for next year and adjust routes as needs are identified.

**GPS tracking**

GPS tracking capabilities will be added to all School Buses. This will allow Transportation Management to quickly identify and address future late arrival issues. The GPS information will also feed a first-class routing and transportation management system. The system will be targeted for implementation by next school year and will include a parent app and turn-by-turn navigation.

**Modernize the Transportation Department**

To ensure the safe transport of every student, peace of mind for parents, and efficiency for the Transportation Department a new simple to use, yet comprehensive, transportation management software solution is targeted for a 2023/2024 implementation. The new solution will include an app that will allow parents to easily track the location of the school bus helping them prepare to drop off or pick up their children from the bus stop.

The system will:

- Provide a modern routing solution to create and optimize routes
- Track required pre- and post-trip bus inspections
- On-board guidance and navigation will provide drivers with turn-by-turn directions to each stop on their route
- Streamline employee timekeeping
- Provide drivers access to assigned routes
- Send messages from managers & dispatch to drivers
- Reduces distractions caused by paper route sheets
- Integrated mobile apps let parents know when to expect the bus at their stop, reducing the number of calls to the district and freeing up staff time



**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Electric Busses**

On February 08, 2023, The Board of Education Adopted resolution 23-13, authorizing the submittal of grant applications to the San Joaquin Valley Air Pollution Control District for the, (1) School Air Filtration Program and (2) Electric School Bus Incentive Program funded from the Community Emission Reduction Program for South Central Fresno; and (3) Zero Emission School Bus Infrastructure Program to support the new electric buses; and authorizing execution of grant agreements to implement projects. The California Air Resources Board (CARB) established the Community Air Protection Program to implement AB 617 which requires new community-focused actions to reduce air pollution and improve public health in communities that experience disproportionate burdens from exposure to air pollutants. CARB selected South Central Fresno for an AB 617 Community Emissions Reduction Program.

The San Joaquin Valley Air Pollution Control District (SJVAPCD), in consultation with a community steering committee, developed the Community Emissions Reduction Program (CERP) to reduce exposure to air pollution in South Central Fresno establishing AB 617 funding.

1. The School Air Filtration Program will provide \$658,985 for the procurement of standalone air purifier systems to deploy in Fresno Unified schools restricted within AB 617 South Central Fresno boundaries.
2. The Electric School Bus Incentive Program will provide \$4,500,000 to replace old school buses with new electric buses. The application requests CERP funds to procure up to 10 electric school buses.
3. The Zero Emission School Bus Infrastructure Program is estimated to provide up to \$1,000,000 towards electric infrastructure and fast charger equipment essential to maintain daily routes, school trips, and reliable Transportation Operations in South Central Fresno.

**Recruit and Train Drivers**

The national bus driver shortage continues to be a challenge for FUSD. Transportation will prepare a data dashboard to monitor the success of driver recruitment and retention efforts.

Our goal is to build a strong training and compliance team. We currently have one Supervisor, one vacant Driver Trainer Position, and 2 Drivers who are waiting for their test to become Delegated Behind the Wheel Trainers.

A goal for FY 2023/2024 will be to add one additional Driver Trainer for a total of two Trainers: and two additional Delegated behind the wheel trainers for a total of 4 Delegates.

A "delegated behind-the-wheel trainer" means a person selected to assist a state-certified instructor in the behind-the-wheel training of drivers. Selected persons shall be trained by state-certified instructors and approved by the department before conducting any behind-the-wheel training. All behind-the-wheel training required to obtain certificates pursuant to Sections 12517 and 12519 of the *Vehicle Code* shall be performed by a state-certified instructor or by a delegated behind-the-wheel trainer who has been certified or approved by the department to conduct the required training. (*Education Code* Section 40084.5[a])

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

A capable Training team is only half of the solution. A comprehensive plan for recruiting drivers is targeted for completion by May 01, 2023.

**Paid Training**

Lack of Paid Training has been identified as a barrier to hiring new drivers. Transportation is exploring proper procedures and budget allocations to allow for paid training. Transportation is also studying the feasibility of allowing Driver Trainees to drive vans, with less than 10 passengers, to transport students while they go through the training process to obtain their CDL. This model is being used successfully in other districts.

**Sunshine Committee**

Drivers have formed a sunshine committee to enhance and plan driver appreciation events. Management and office staff are working together to support the committee.

**Cross Train Relief Drivers**

Relief Drivers will be cross trained as Dispatchers. On a rotating basis and when staffing allows, Relief Drivers will be called in for approximately 2-3 hours per day for one week at a time.

**Section 2: Description of services accessible to pupils with disabilities, homeless children**

The district contracts with First Student for transportation of students with disabilities. First Student is one of the largest providers of special education transportation services in North America. The company invests heavily in special training and equipment to safely transport students with special needs.

When the service was competitively bid in 2016, First Student was the only bidder. Due to the significant capital and other start-up costs of student transportation services, it is not typical that multiple vendors would be available in one area. California Education Code section 39803 provides authority for school districts to renew agreements for pupil transportation services. To provide long-term stability and certainty to both parties the contract has been extended for an additional period of five years, effective August 11, 2021, through July 31, 2026.

First Student performs door-to-door pickups and serves students from various areas across the district. For context, we currently have 69 general education routes vs. 124 special education routes.

We are working with our vendor "First Student" to utilize approved vans, minivans, SUVs, and sedans to augment and support current Special Ed transportation services. This model has been successfully implemented nationwide and with other California school districts. Vehicles and their drivers must meet all First Student, State, Local, and District requirements before they can service trips, including background checks, drug testing and extensive behavioral training. A pilot program began on January 17, 2023, with the goal of improving arrival time and reducing individual student ride time by as much as one hour.

Transportation works with Project Access to ensure that homeless children have access to their home school and extracurricular activities.

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Section 3: Description of how unduplicated pupils, will be able to access home-to-school transportation at no cost to the pupils.**

**2022/23 Local Control and Accountability Plan (LCAP)**

As outlined in the district's 2022/23 Local Control and Accountability Plan (LCAP), Fresno Unified School District's attendance and chronic absenteeism data indicate that students living in poverty have lower attendance rates and greater chronic absenteeism. In addition, local data outlined in the LCAP indicates students living in poverty experience lower rates of engagement in arts, activities, and athletics.

To better support students being at school, on time, and to enable students living in poverty to participate in extracurricular and cocurricular activities, Fresno Unified added two additional bus driver positions which will continue to support elementary schools. District-funded transportation ensures that students living in poverty will have fewer barriers to being at school, on time. In addition, district-funded transportation for field trips and other engagement opportunities ensures that fundraising, which is also challenging for students living in poverty, is not necessary for students to have experiences outside of the classroom.

The addition of supplemental bus drivers will ensure the continuation of District-provided bus transportation which is an essential component of enrichment trips that are frequently not available to students living in poverty. Enrichment trips enable students living in poverty to experience life outside of their residential area and expose them to ideas and concepts that complement classroom instruction. In addition, exposure to arts, activities, and athletics makes school engaging for students, which increases the likelihood that they will attend school. Additional bus drivers have been added to support the needs most associated with students living in poverty, however, because it is expected that all elementary students will benefit from engagement activities and increased attendance, this action is being provided to schools on a district-wide basis. By adding two additional bus drivers it is expected that students living in poverty will have more participation in arts, activities, and athletics. In doing so, the district is creating a more engaging school climate which will also increase school attendance for students living in poverty

**FREE FARE FAX BUS PASS**

Fresno Unified School District is now offering Fresno Area Express (FAX) bus passes to all high school students that require transportation assistance. This program will allow students to ride the FAX city bus for free. Bus passes are valid for 31 days after the first day of activation and continued use must be requested by the student. Students are required to provide their valid Fresno Unified School District photo ID, along with their bus pass when boarding the bus. Any high school student attending a Fresno Unified School District school is eligible to receive a free bus pass unless their parent/guardian opts out.

FAX free fare bus passes are made possible through the new city of Fresno policy which reduced student fares to \$0.75 per ride or \$22.00 per month for a monthly pass. Fresno Unified School District is joined with the State Center Community College District in contributing additional funds to cover the \$0.75 fare fee to ensure all of our high school students have access to free FAX transportation.

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Section 4: Consultations: The plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders**

An annual survey will be sent to collect feedback from various stakeholders. Responses will be used to collect feedback and track progress.

The plan shall be presented and adopted by the governing board in an open meeting with the opportunity for in-person and remote public comment.

**Section 5: Existing Transportation Plan as required by EC 39831.3 (typically Board Policy or Administrative Regulation re: Business and Noninstructional Operations typically AR 3541...)**

Description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with a municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students.

Fresno USD | 3000 | BP 3540 Business and Noninstructional Operations  
Transportation

The Governing Board provides transportation for eligible students in accordance with Board policy, administrative regulations, and state and federal law. Transportation services shall depend upon student needs and a continuing assessment of financial resources, including district funds and state reimbursements. The goals of district transportation services are: 1. To provide maximum safety for students between home and school and on school-sponsored trips. 2. To promote desirable student behavior and respect for traffic safety. 3. To provide assistance and transportation for handicapped students. 4. To provide transportation for field trips. All school buses shall comply with inspection requirements specified in the Vehicle Code and administered by the California Highway Patrol. The district may contract with a private carrier for transportation services whenever such an arrangement may be more economical than using district-owned or leased vehicles.

Fresno USD | 3000 | BP 3541 Business and Noninstructional Operations  
Transportation Routes and Services

Students who reside an excessive distance from school and do not live near regularly established municipal bus lines shall be eligible for transportation service to their school of residence in accordance with administrative regulations. Students are eligible for transportation if their home school is greater than K-6 - 1 mile 7-12 - 1.5 miles

Fresno USD | 3000 | AR 3541 Business and Noninstructional Operations Transportation Routes and Services.

**Fresno Unified School District**  
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**FY 2022/2023 and FY 2023/2024**

**Boundaries**

The Business Division shall establish boundaries beyond which transportation shall be provided and shall notify schools affected prior to the first day of school.

Bus Tokens: Schools shall be responsible for issuing bus tokens to students who live beyond the boundaries established and shall maintain an up-to-date record by name and address of students riding public buses.

Routes and Stops: General routes and areas to be covered shall be determined by the Business Division. Excessive Distance

Excessive Distance: is defined as that distance from the school excess of one or more miles for elementary and two or more miles for junior and senior high schools, as measured from the closest point of the school site to the place of residence. The excessive distance rule applies in cases where there is a concentration of 20 or more students on a single route and where transportation is deemed 1) advisable with respect to lack of public transportation and equal educational opportunities, 2) practical with respect to the number of eligible students that would utilize the service and availability of district vehicles, and 3) financially feasible.

Operation Balance: Operation balance transportation is defined as that transportation provided to students who choose to attend a school outside of their immediate attendance area and such transfer would improve the ethnic balance of students within the school of choice. (Such transportation may be provided by district buses, contract buses, or by means of tokens to ride city transit buses.)

Displaced Students: Students who have been displaced due to the closure of their school shall be transported to another school chosen by the district or may have the option to attend any school of their choice by furnishing their own transportation.

Neutral Attendance Areas: Whenever it is necessary to furnish transportation from neutral areas from which students may attend a choice of two or more schools, transportation shall be furnished to only one school, to be selected by the Superintendent or designee.

Fresno USD | 3000 | BP 3541.1 Business and Noninstructional Operations School-Related Trips  
Trips by School Vehicles

District transportation may be provided for field trips and for special activities approved by the Superintendent or designee. Such trips may be taken in buses or other school transportation vehicles owned, leased, or rented by the district. All vehicles shall meet federal and state standards.

The Superintendent or designee shall maintain procedures to regulate the use of the vehicles for approved school-related activities. Student councils, parent-teacher associations, and any other organizations requesting transportation shall be fully responsible for the costs of the trip.



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To the extent that funding has been approved by the Governing Board, such costs may be charged to the district.

**Transportation by Private Automobile**

The use of private automobiles used to transport students on school-related trips is discouraged.

The Superintendent or designee may authorize the transportation of students by private automobile for approved field trips and activities when the vehicle is driven by an adult registered with the district for such purposes. All drivers shall be required to certify the safe operating condition of their vehicle and shall be issued instructions related to transporting students. All student passengers must provide permission slips signed by their parents/guardians.

Drivers shall be required to possess a valid California driver's license and liability insurance of at least \$100,000 per occurrence.

Owners, drivers and passengers shall be informed that the registered owner and his/her insurance company are responsible for any accidents which may occur. District personnel who frequently transport students in their private vehicles are urged to carry liability insurance of \$300,000 or more per occurrence.

A seat must be provided for each passenger.

All drivers and passengers shall wear seat belts in accordance with law. (Vehicle Code 27315)

Car seat requirements must be met as per Vehicle Code 27360.

Trucks and pickups may not transport more persons than can safely sit in the passenger compartment.

The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed and should not in any case exceed 10. (Education Code 39830) (Vehicle Code 545)

**Fresno USD | 3000 | BP 3541.2 Business and Noninstructional Operations**

**Transportation For Students with Disabilities Or Handicaps**

Transportation for students with disabilities shall be provided in accordance with a student's Individualized Education Program (IEP) or Section 504 accommodation plan.

**HOME-TO-SCHOOL TRANSPORTATION**

The district will provide home-to-school IEP-related transportation for special education students. Transportation is based strictly on student needs and is not provided as a matter of convenience. The district will attempt to accommodate requests for an alternate drop-off address within District boundaries. Alternate drop-off addresses must be of no greater

**Fresno Unified School District**  
**Transportation Plan**  
**FY 2022/2023 and FY 2023/2024**

distance than from home to school. The use of a drop-off address that is different from the home address must be consistent. (cf. 5131.1 Bus Conduct) (cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP (Education Code 56366) (cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

Guide dogs, signal dogs, and service dogs trained to provide assistance to disabled persons may be transported in a school bus when accompanied by disabled students, disabled teachers or persons training the dogs. (Education Code 39839)

**Fresno USD | 3000 | BP 3541.4 Business and Noninstructional Operations**

**Transportation for Outside Groups**

The district's buses are intended to fulfill the transportation needs of the students. When possible, however, the Superintendent or designee may allow the use of its buses for youth-related activities of nonprofit community organizations excluding 1. Private schools. 2. Churches or religious organizations when engaging in religious activities. 3. Any organization which contravenes the intent and purpose of public education. Community groups shall be required to reimburse the actual costs incurred in connection with the use of district buses.

**Fresno USD | 3000 | BP 3541.5 Business and Noninstructional Operations**

**Alternative Transportation Arrangements**

Transportation by private carrier may be provided whenever such practice is more economical than using school district-owned vehicles.

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

**Section 6: District Data and Revenue calculations**

1. Information about ridership

- Miles driven per year 1,268,431
- Number of Pupils transported approximately 10,550 per day

2. Demographic characteristics of pupils transported

All Students	69,516	100%
Unduplicated Pupil Count	61,197	88%
Economically Disadvantaged	59,303	85%
English Learners	13,910	20%
Foster Youth	765	1.1%
Homeless	298	.4%

Total	72,455
African American	7.8%
American Indian or Alaska Native	.06%
Asian	10.6%
Filipino	.04%
Hispanic or Latino	69.1%
Pacific Islander	.04%
White	8.5%
Two or More Races	2.7%

Developed in accordance with Education Code Sections 39800.1 and 41850.1.

**Fresno Unified School District  
Transportation Plan  
FY 2022/2023 and FY 2023/2024**

<b>Revenue Calculation</b>	
Total 2021-22 Transportation Expenses (Function 3600)	12,840,896.88
Less Capital Outlay (object 6XXX, Function 3600)	-
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	7,704,538.13
Less 2021-22 Transportation add-on (from LCFF Calculator)	4,401,557.00
<b>Total Revenue (Object 8590, Resource 0000)</b>	<b>3,302,981.13</b>
<b>Expenditures and Other Financing Uses</b>	
2000-2999 - Classified Salaries	2,113,837.93
3000-3999 - Employee Benefits	921,412.20
4000-4999 - Books and Supplies	1,544,752.80
5000-5999 - Services and other Operating Expenditures	8,260,893.95
6000-6999 - Capital Outlay	-
7000-7999 - Other Outgo	-
<b>Total Expenditures</b>	<b>12,840,896.88</b>



Fresno Unified  
School District

Agenda Item B-27



# 2022/23 & 2023/24 Transportation Plan



# Education Code Sections 39800.1 and 41850.1

- This Transportation plan and revenue calculations were developed in accordance with Education Code 39800.1 and 41850.1. The plan must be adopted by the school district's governing board on or before April 01, 2023, and does not need to be submitted to CDE.
- CDE is not planning to publish a plan template as there is no specific required format. Districts have the flexibility to format the plan as they see fit to match their needs.
- The first year's Plan is intended to address both FY 2022/23 & 2023/24, future year plans will address the following fiscal/school year.
- The plan shall be presented and adopted by the governing board in an open meeting with the opportunity for in-person and remote public comment.

# Transportation Plan – Improvement Highlights

*Transportation leadership has been tasked with implementing internal controls and redundant systems, improving labor relations, and modernizing the Transportation Department*

- Routing Committee
- Cross Train Relief Drivers in Dispatch and Routing
- GPS tracking
- New transportation management software
- Electric Busses
- Plan to Recruit and Train Drivers
- Sunshine Committee – Driver Recognition and Appreciation

# Transportation Plan - Compliance Items

- *The district contracts with First Student for transportation of students with disabilities.*
- 2022/23 Local Control and Accountability Plan (LCAP) already describes how our students can access home-to-school transportation at no cost.
  - Free Fare Bus passes also ensure that students have no cost access to transportation
- An annual survey is sent to collect feedback from various stakeholders. Responses will be used to collect feedback and track year-over-year progress.
- Existing Board Policies and Administrative Regulations are compliant with plan requirements
- District Data and Revenue Calculations are reported as required

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: March 22, 2023

**AGENDA ITEM B-28**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss**

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

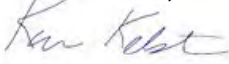
**TITLE AND SUBJECT: Present and Discuss the Overview of Recovery Fund Expenditures**

**ITEM DESCRIPTION:** At the January 25, 2023, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On March 22, 2023, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2023/24 Governor's Proposed Budget
- Overview of Recovery Fund Expenditures
- One Time Funds

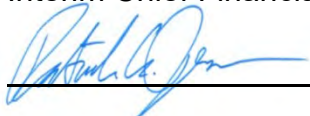
**FINANCIAL SUMMARY:** Not available at this time.

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



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

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



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**DEPUTY SUPERINTENDENT APPROVAL:**



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Fresno Unified  
School District

## Agenda Item B-28



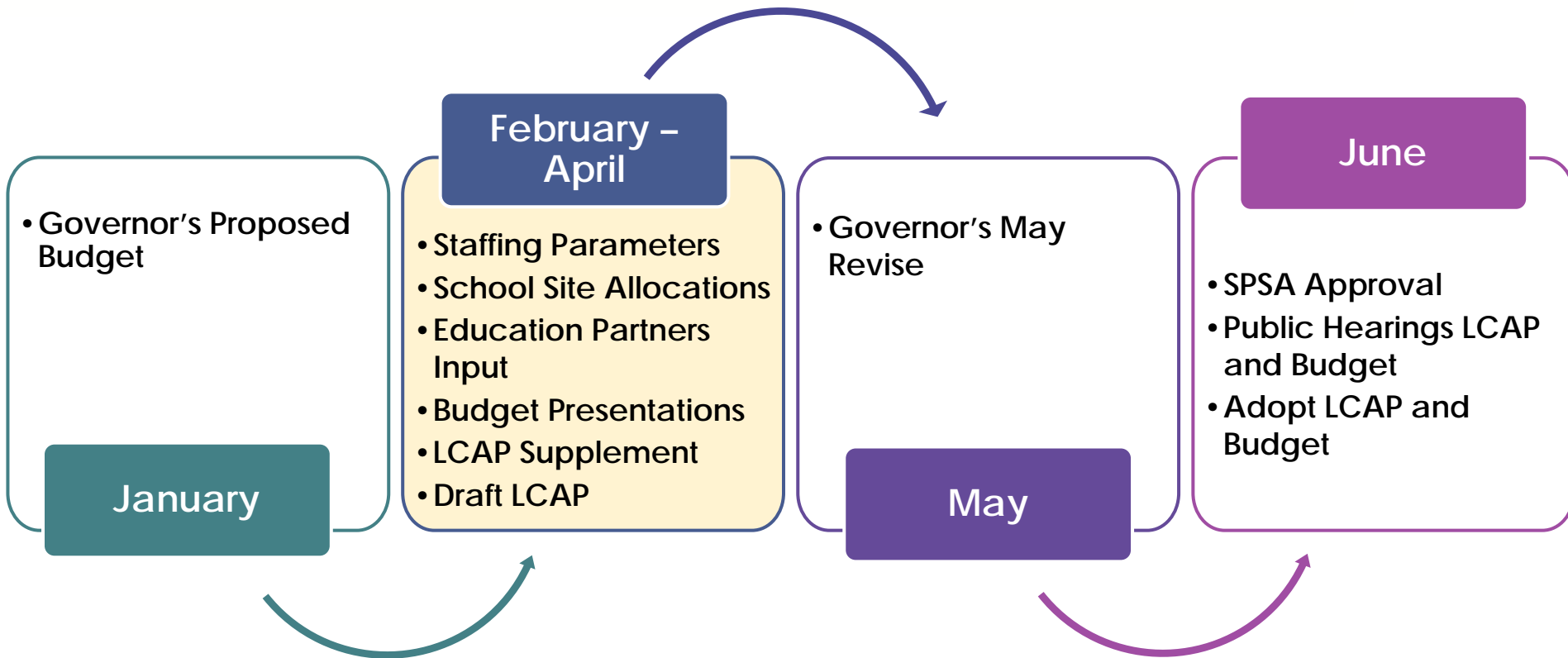
# 2023/24 Overview of Recovery Fund Expenditures

Board of Education

March 22, 2023



# Financial Reporting Timelines



# Overview

- One-Time
  - One-Time Revenue
  - Recovery Spending Overview

# One-Time Revenue

\$982 million

Recovery One-Time Revenue	Spending Deadline	Amount
CoronaVirus Relief Funds	Dec 31, 2020	\$ 76.40
ESSER I	Sept 30, 2022	\$ 43.70
ESSER II	Sept 30, 2023	\$173.00
ESSER III	Sept 30, 2024	\$388.80
State Learning Loss Mitigation Funds	June 30, 2021	\$ 6.60
GEER	Sept 30, 2022	\$ 3.90
In-Person Instruction Grant	Aug 31, 2024	\$ 28.70
Expanded Learning Opportunity Grant	Aug 31, 2024	\$ 54.30
Special Education CoronaVirus	Sept 30, 2023	\$ 9.10
Special Education Dispute Resolution	Sept 30, 2023	\$ 1.00
Homeless Children and Youth	Sept 30, 2024	\$ 1.10
SB117-COVID 19 LEA Response Funds	N/A	\$ 1.20
<b>Total</b>		<b>\$787.80</b>

Other One-Time Revenue	Spending Deadline	Amount
Learning Recovery Block Grant	June 30, 2028	\$128.60
Arts and Music Block Grant	June 30, 2026	\$ 35.20
Literacy Coaches and Reading Specialist Grant	Sept, 30, 2027	\$ 9.30
Supplemental and Concentration Carryover (estimated)	N/A	\$ 21.40
<b>Total</b>		<b>\$194.50</b>

# 2020/21 Recovery Spending

\$107 million

Category	One-Time (in millions)	Primary Investments
Personnel and Services Diverted to Substantially Different Use	\$ 44.00	Teachers above parameters, Teachers on Special Assignment, Noon Time Assistants, Bus Drivers, Library Staff, Campus Safety Assistants
Facilitating Distance Learning	\$ 26.70	Student Devices and Connectivity
Social Emotional Support	\$ 15.80	Psychologist, Counselors
Public Health Expenses, Protective Equipment, Testing	\$ 7.30	Personal Protective Equipment, COVID Testing, Air Purifiers
Additional Professional Learning Day, One day to return to work	\$ 12.30	Additional Duty Days, Buy Back Professional Learning
Indirect Cost	\$ 1.40	
<b>Total</b>	<b>\$107.50</b>	

# 2021/22 Recovery Spending

\$244 million

Category	One-Time (in millions)	Primary Investments
Expanded Learning Opportunities	\$ 99.00	Simultaneous Teaching, eLearn Academy, Additional 30 minutes in first semester, Expanded Winter and Summer Programs
Targeted Student Supports	\$ 24.00	Math and Literacy Supports, School Site Allocations, Credit Recovery, English Learn Supports, A4 Supports
Training and Resource Supports	\$ 18.60	Three Additional Duty Days, Two Day Voluntary Professional Learning Summit, Teacher Development, Student Home Books
Health, Social-Emotional & Mental Health Supports	\$ 8.30	Personal Protective Equipment, COVID Testing, Ventilation
Facility & Technology Enhancements	\$ 18.70	Student Desk Replacement, Ventilation, WiFi Expansion
Pandemic Learning and Recovery Commitment	\$ 66.60	Noon Time Assistants, Teachers on Special Assignment, Information Technology Technicians, Child Welfare Assistants
Indirect Cost	\$ 8.40	
<b>Total</b>	<b>\$243.60</b>	



# 2022/23 Recovery Spending

\$187 million (estimated)

Category	One-Time (in millions)	Primary Investments
Expanded Learning Opportunities	\$ 12.20	eLearn Academy, Secondary After School Supports
Targeted Student Supports	\$ 14.20	Math and Literacy Supports, School Site Allocations, Credit Recovery, English Learner Supports, A4 Supports
Training and Resource Supports	\$ 10.30	Two Day Voluntary Professional Learning Summit, Teacher Development, Leadership Development, Student Home Books
Health, Social-Emotional & Mental Health Supports	\$ 5.10	Contact Tracing, Additional Health Care Support, Para Educator Additional Support, Child Welfare Assistants
Facility & Technology Enhancements	\$ 84.80	Outdoor Tables, Promethean Panels, Ventilation, Farber Campus (eLearn), Staff Support Space
Pandemic Learning and Recovery Commitment	\$ 55.80	Noon Time Assistants, Teachers on Special Assignment, Information Technology Technicians, Child Welfare Assistants, Student Busses
Indirect Cost	\$ 4.80	
<b>Total</b>	<b>\$187.20</b>	

Federal Recovery Summary	Item Description	2020/21 Unaudited Actuals	2021/22 Unaudited Actuals	2022/23 Estimated Actuals	2023/24 Proposed Budget <sup>(A)</sup>
Expanded Learning Opportunities	Additional Instructional Time (all grade levels)	\$ -	\$ 10.0	\$ -	\$ -
	Expanded Summer & Winter Learning (including Alternative & Special Education)	\$ -	\$ 32.7	\$ 2.9	\$ -
	Expanded After School Programs	\$ -	\$ 7.4	\$ 0.8	\$ 1.2
	Middle School & High School Enrichment Opportunities	\$ -	\$ 3.8	\$ -	\$ -
	eLearn Academy	\$ -	\$ 12.8	\$ 8.5	\$ 9.6
	Simultaneous Teaching	\$ -	\$ 32.3	\$ -	\$ -
Targeted Student Supports	Literacy Class Size Supports	\$ -	\$ 17.6	\$ 1.0	\$ 4.0
	Credit Recovery	\$ -	\$ 1.6	\$ 2.4	\$ 0.4
	School Site Support (to be planned through the SPSA)	\$ -	\$ 1.5	\$ 5.0	\$ 2.0
	Student Group Support (African American, English Learners, Early Learners, Arts, Athletics)	\$ -	\$ 3.3	\$ 5.8	\$ 3.3
Training & Resource Supports	Two Day Voluntary Professional Learning Summit and Three Additional Planning & Student Engagement Days	\$ -	\$ 6.3	\$ 1.5	\$ 1.0
	Curriculum & Instruction Supports	\$ -	\$ 5.6	\$ 4.3	\$ 15.9
	Teacher Development Supports	\$ -	\$ 3.9	\$ 2.2	\$ 5.1
	Leadership Development Supports	\$ -	\$ -	\$ 1.2	\$ 1.1
	Student supports, (student books, employability, skills contract)	\$ -	\$ 2.8	\$ 1.1	\$ 3.5
Health, Social-Emotional & Mental Health Supports	Health Services Support	\$ -	\$ 5.3	\$ 1.8	\$ 2.3
	Social-Emotional / Mental Health Supports	\$ -	\$ 3.0	\$ 2.6	\$ 4.5
	Special Education Support	\$ -	\$ -	\$ 0.7	\$ 2.9
Facility & Technology Enhancements	Classroom HVAC Upgrades	\$ -	\$ 13.0	\$ 23.7	\$ 82.5
	Student Desk Replacements, Cafeteria and Outdoor Tables	\$ -	\$ 4.2	\$ 4.4	\$ -
	Technology Upgrades (Interactive Panels, WiFi Expansion, Security, Classroom Telecom Upgrades)	\$ -	\$ 1.5	\$ 23.1	\$ 8.3
	Upgrade Equipment (HR, Cafeteria)	\$ -	\$ -	\$ 2.1	\$ -
	Student Support Services - Office Space, Media Centers, Science Lab	\$ -	\$ -	\$ 3.5	\$ 35.6
	CNG Busses	\$ -	\$ -	\$ 1.5	\$ -
	Farber Facilities (Expanded Alternative Education/CTE)	\$ -	\$ -	\$ 26.5	\$ 20.6
	Outdoor Support Space <i>(Pending CDE Approval)</i>	\$ -	\$ -	\$ -	\$ 41.7
Sub Total		\$ -	\$ 168.6	\$ 126.6	\$ 245.5
Pandemic Learning and Recovery Commitment Indirect		\$ 107.5	\$ 66.6	\$ 55.8	\$ -
		\$ -	\$ 8.4	\$ 4.8	\$ 4.0
Total		\$ 107.5	\$ 243.6	\$ 187.2	\$ 249.5
Beginning Balance Recovery Funds		\$ 787.8	\$ 680.3	\$ 436.7	\$ 249.5
Ending Balance Recovery Funds		\$ 680.3	\$ 436.7	\$ 249.5	\$ -

# Upcoming Budget Discussions

- Strategic Budget Development
  - April 26, 2023
- Governor's May Revise
  - May 24, 2023
- Public Hearings and Adoption of LCAP and Budget
  - June 14, 2023 and June 21, 2023