



Amended Agenda
Noted on pages 1, 5, and 7
April 21, 2023

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

AGENDA

WEDNESDAY, APRIL 26, 2023

***4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION)**

**THIS MEETING WILL BE HELD AT 2309 TULARE STREET,
BOARD ROOM, SECOND FLOOR, FRESNO, CALIFORNIA 93721**

AND

**BOARD PRESIDENT ISLAS WILL PARTICIPATE
FROM THE FOLLOWING TELECONFERENCE LOCATION:
OMNI SHOREHAM
2500 CALVERT STREET, NW, WASHINGTON, D.C. 20008
ROOM 222
OPEN TO THE PUBLIC**

**PURSUANT TO GOVERNMENT CODE SECTION 54953 (B)(2),
ALL ACTION TAKEN DURING THIS TELECONFERENCE MEETING
SHALL BE BY ROLL CALL VOTE**

*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 processed by the attendant. Please do NOT take a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. 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

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. Assistant Superintendent
 - b. Deputy Executive
 - c. Director
 - d. Executive Officer
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1)).

***6:15 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Student Board Member Kristen Laus will lead the flag salute.

HEAR Reports from Student Board Representatives

Hear comments and reports from Student Board Representatives from Bullard 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 acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the April 12, 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 22, 2023, regular Board meeting. 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, APPROVE Position and ADOPT Job Description Community Schools Coordinator I and APPROVE Revision to the Classified Management 261 Duty Days Salary Schedule for Community Schools Coordinator I

Included in the Board binders are the job description of Community Schools Coordinator I and the Classified Management 261 Duty Days Salary Schedule with Community Schools Coordinator I placement on E-20. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Diversity, Equity, and Inclusion Department budget contingent upon approval of the California Community Schools Partnership Program grant. Contact person: David Chavez, telephone 457-3548.

A-5, APPROVE Revised Classified Hourly Salary Schedule

Included in the Board binders is the Revised Classified Hourly Salary Schedule. This is in accordance with the Side Letter Agreement between Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties' negotiated agreement for salary range adjustments for School Office Managers and School Office Assistants. This reflects grade movements retroactive to November 01, 2022, as follows: School Office Assistant from Grade 22 to Grade 27; School Office Manager – Elementary from Grade 31 to Grade 35; and School Office Manager – Middle from Grade 35 to grade 37. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3548.

A. CONSENT AGENDA – continued

A-6, APPROVE Revised Media Technician/Driver Job Description, Revised Media Production Specialist Job Description and Revised Classified Hourly Salary Schedule

Included in the Board binders are the Revised Media Technician/Driver job description and the Revised Classified Hourly Salary Schedule. This is in accordance with the Side Letter Agreement between Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties' negotiated agreement to revise the job description and job title of Media Technician/Driver to Photographer/Media Technician/Driver with grade movement from Grade 41 to Grade 42, and the Media Production Specialist job description with grade movement from Grade 43 to Grade 44. This reflects grade movements retroactive to February 22, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Communications Department budget. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Addendum to Agreement with California Teaching Fellows Foundation

Included in the Board binders is an addendum to the agreement with California Teaching Fellows Foundation. The Extended Learning Department and California Teaching Fellows Foundation agree to modify the total amount of the contract to include an additional \$1,100,000 to increase tutoring services as part of the expansion of after-school programs. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,600,000 are available through the Expanded Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-8, APPROVE Addendum to Agreement with Crowe, LLP.

Included in the Board binders is an updated agreement with Crowe, LLP. to provide external auditing services for fiscal years 2021/22 through 2025/26. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Unrestricted General Fund as appropriate. Contact person: Patrick Jensen, telephone 457-6226.

A-9, APPROVE Addendum to Agreement with the Law Office of Rick Jensen

Included in the Board binders is an addendum to the agreement with the Law Office of Rick Jensen for the provision of subrogation services related to Risk Management, Workers' Compensation, and Health Internal Services funds. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$90,000 are available in the district's Liability and Workers' Compensation Internal Service funds. Contact person: Patrick Jensen, telephone 457-6226.

A. CONSENT AGENDA – continued

A-10, APPROVE Agreement with Benedict College

Included in the Board binders is an agreement with Benedict College. The district and Benedict College jointly support the fulfillment of dual credit coursework for high school students. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$16,835 are available in the College and Career Readiness budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-11, APPROVE Agreement with BLDG Services

Included in the Board binders is an agreement with BLDG Services. The district needs collaborative space and to access multiple conference rooms for meeting regularity. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$113,665 are available in the Chief Academic Officer budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-12, APPROVE Agreement with the City of Fresno Parks, After School, Recreation and Community Service Department

Included in the Board binders is an agreement with the City of Fresno Parks, After School, Recreation and Community Service (PARCS) Department. PARCS will provide ~~5,000~~ 2,200 swim lessons to our district students at seven high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside) ~~through June 30, 2023~~ for up to three week in June. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$~~3~~150,000 are available in the Expanded Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-13, APPROVE Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to Conduct a Community Survey Regarding Potential Bond Measure

Included in the Board binders is a proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. The proposed survey will provide responses from likely voters regarding a potential bond. FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost not to exceed \$47,750. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$47,750 are available in the General Fund. Contact person: ~~Patrick Jensen~~ Paul Idsvoog, telephone 457-~~6226~~ 3134.

A-14, APPROVE Agreement with J. Graham, Inc.

Included the Board binders is a renewal agreement with J. Graham, Inc. to conduct claims audits on the district's PPO Medical plans, Delta Dental PPO plan, Halcyon Behavioral mental health, and substance abuse plan, and PhysMetrics acupuncture and chiropractic plan. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$72,000 are available in the Internal Service Health fund. Contact person: Patrick Jensen, telephone 457-6226.

A. CONSENT AGENDA – continued

A-15, APPROVE Agreement with Moreno Institute, LLC.

Included in the Board binders is an agreement with Moreno Institute, LLC. Moreno Institute, LLC. will partner with the College and Career Readiness/Extended Learning Department to provide after-school arts and literacy support during Summer Academy 2023 at up to 76 elementary and middle schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$902,538 are available in the Extended Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-16, APPROVE Award of Bid 23-34, Roosevelt High School Interim Housing

Included in the Board binders is information on Bid 23-34, Roosevelt High School Interim Housing. The project is for the installation of two interim housing portable buildings. The new portables will serve as interim housing during the forthcoming administration building modernization and subsequent west hall and library modernizations. Staff recommends award to the lowest responsive, responsible bidder: Ardent General, Inc., (Fresno, California) \$ 633,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$ 633,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposals 23-37, Ready to Serve Pizza with Site Delivery Services

Included in the Board binders is information on Request for Proposal 23-37, Ready to Serve Pizza with Site Delivery Services to establish fixed pricing for ready-to-serve, individual size, whole grain pizza with site delivery services to elementary, middle, and high schools to serve during after-school programs. Staff recommends award of Schedule A to the best value vendor: Buster Enterprises (Fresno, California) \$1,373,320. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,373,320 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders is a piggyback contract for use during the remainder of fiscal year 2022/23 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to portable buildings. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-19, APPROVE Proposed Revisions for Board Bylaws

Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- BB 9250 Remuneration, Reimbursement, and Other Benefits
- BB 9270 Conflict of Interest
- BB 9320 Meetings and Notices
- BB 9322 Agenda/Meeting Materials
- BB 9323.2 Actions by the Board
- E 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-19a, APPROVE Agreement with High Performance Academy, LLC.

Included in the Board binders is an agreement with High Performance Academy, LLC. High Performance Academy, LLC. will provide families with Summer Camp awareness and registration support at individual elementary schools to promote the participation of students in the 2023 Summer Camp opportunities. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$65,925 are available through the Expanded Learning Opportunities program. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-20, RATIFY Change Orders

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 6 presented for ratification: \$34,540.

Bid 22-15, Edison High School Multipurpose Room HVAC Replacement
Change Order 1 presented for ratification: \$20,823.

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 4 presented for ratification: \$540,090.

Bid 22-36, Malloch Elementary School Playground Replacement
Change Order 1 presented for ratification: \$8,488.

Bid 22-40, Hoover High School Library Modernization
Change Order 2 presented for ratification: \$-71,620.

A. CONSENT AGENDA – continued

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$511,498 are available in the Measure M Fund for Bids 22-01, 22-21, 22-36 and 22-40 and \$20,823 is available in the School Facilities fund for Bid 22-15. Contact person: Paul Idsvoog, telephone 457-3134.

A-21, RATIFY the Filing of a Notice of Completion

Included in the Board binders is a Notice of Completion for a project, which is completed according to plans and specifications as follows:

Bid 22-36, Malloch Elementary School Playground Replacement

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

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

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

B-22, PRESENT and DISCUSS Sixth Grade Camp Clothing and Supplies

Staff will present "Sixth Grade Camp Clothing and Supplies," which outlines the Department of Student Engagement's efforts to provide necessary items and support for a successful outdoor education experience. The department collaborates with school sites to provide clothing, toiletries, and bedding, and works with Project Access to remove any barriers to enhance the learning experience at sixth grade camp. Fiscal impact: There is no fiscal impact at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

***7:00 P.M.**

B-23, PRESENT and DISCUSS the Initial Proposal for the 2023/24 Budget

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 April 26, 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
WEDNESDAY, MAY 10, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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.

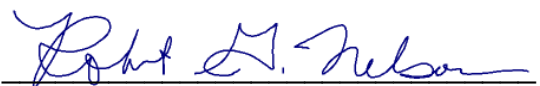
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:


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Fresno Unified School District

Date: April 26, 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

Classified Personnel

1082796	Anderson	Amy	Technician, Libr Media-Middle	Sequoia Middle School	4/11/2023
1066061	Andrade Jr	David	Custodian	Roosevelt High School	3/16/2023
1075555	Bolter	Nichole	Technician, Libr Media-Elem	Figarden Elementary	4/11/2023
1071203	Bounkhoun	Andrew	Specialist, Tech Support II	Technology Services	4/17/2023
1068413	Carrillo Jr	Salvador	Custodian	Norseman Elementary	3/20/2023
1073837	Cha	Christine	Paraprof, Instructional Asst	Wolters Elementary	4/11/2023
1081422	Clark	Titus	Custodian	Olmos Elementary	4/5/2023
1082171	Diviccaro	Morgan	Paraeducator, Speech	Special Ed	3/16/2023
1080267	Encinia	Alexander	Custodian	Fort Miller Middle School	3/16/2023
1080688	Fuentes	Sabrena	Paraprof, Moderate/Severe	Greenberg Elementary	2/16/2023
1083335	Grajeda	Nicole	Paraprof, Instructional Asst	Slater Elementary	4/11/2023
1061972	Jackson	Jalisa	Paraeducator, Autism	Ericson Elementary	4/14/2023
1078679	Mondragon Mendez	Monica	Paraprof, Child Development	Rowell Elementary	4/17/2023
1076208	Nelson	Joshua	Paraprof, Instructional Asst	Mayfair Elementary	4/11/2023
1081868	Oceguera	Edgar	Custodian	Edison High School	4/11/2023
1076808	Orosco	Rosa	Paraprof, Moderate/Severe	Wishon Elementary	3/30/2023
1047327	Orosco	Tricia	Driver, Bus	Transportation	4/11/2023
1081730	Ortega Alas	Zuleyma	Custodian	Sequoia Middle School	4/10/2023
1083363	Quiroz	Rogelio	Paraprof, Instructional Asst	Bullard Talent K-6	4/17/2023
1082326	Rios	Laura	Paraprof, After Schl/Ext Day	Ewing Elementary	4/12/2023
1076800	Roberts	Adam	Assistant, Campus Safety	Heaton Elementary	3/16/2023
1067608	Schade	Evonne	Paraprof, Moderate/Severe	Special Ed	3/16/2023
1083364	Sistos Gomez	Fernanda	Paraprof, After Schl/Ext Day	Webster Elementary	4/17/2023
1081454	Thor	Touby	Custodian	Lane Elementary	4/11/2023
1083366	Vanthorn	Sophan	Accountant I	Fiscal Services	4/27/2023
1081859	Vega	Keila	Registrar, Assistant	Roosevelt High School	4/12/2023
1080724	Yurtayev	Olga	Custodian	George M Dewolf High School	4/3/2023

Management Classified

1083299	Corona Arroyo	Celeste	Manager, Project (General)	Comm Info	4/5/2023
1083367	Vang	Mai	Analyst, General	Preschool Office	4/17/2023

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1008660	Abe	Mari	Teacher, Elementary	Hamilton School	6/8/2023
1064419	Borges	Heather	Teacher, Child Dvlpmnt Ctr	Heaton Child Dev Center	5/5/2023
1051964	Campos	Bonita	Teacher, Lrng Hndcp, Sdc	Burroughs Elementary	6/14/2023
1074183	Clemente	Leila	Teacher, Middle School	Yosemite Middle School	6/30/2023

1065288	Duckworth II	Brian	Teacher, Senior High	Mclane High School	7/31/2023
1027140	Fisher	Eileen	Teacher, Senior High	Duncan Polytechnical	6/9/2023
1080611	Gonzalez	Aaron	Teacher, Middle School	Cooper Middle School	7/19/2023
1046144	Grady	Daniel	Teacher, Lrng Hndcp, Sdc	Bullard High School	6/8/2023
1065096	Grimes	Charles	Teacher, Senior High	Bullard High School	6/9/2023
1074739	Hooper	Gwendolyn	Tutor	Webster Elementary	6/8/2023
1074229	Im	Adina	Teacher, Lrng Hndcp, Sdc	Mclane High School	7/31/2023
1076488	Marshall	Shelby	Teacher, Autistic, Sdc	Jefferson Elementary	6/20/2023
1033770	McAlary	Rebecca	Teacher Spc Assignment	School Leadership	8/8/2023
1078405	Mouanoutoua	Ma	Nurse	Health Services	4/14/2023
1079482	Sanchez Gutier	Alexsandra	Teacher, Bilingual	Sunset Elementary	6/8/2023
1081487	Washington	Keyana	Teacher, Deaf/Hard of Hear.SDC	Birney Elementary	6/9/2023
1045194	Washington	Tywona	Teacher, Elementary	King Elementary	6/30/2023
1015037	Westburg	Dan	Teacher, Individual, Small Grp	Fulton School	4/14/2023
1077581	Yang	Liberty	Teacher, Elementary	Aynesworth Elementary	6/19/2023

Classified Personnel

1061579	Abat	Arlene	Nutrition Services Assistant	Food Services	3/27/2023
1081902	Carrillo	Erica	Assistant, Noontime	Webster Elementary	10/21/2022
1073837	Cha	Christine	Paraprof, Instructional Asst	Wolters Elementary	3/27/2023
1023209	Drake	Gloria	Paraprof, Mild/Moderate	Leavenworth Elementary	6/8/2023
1068750	Gibson	Robert	Mechanic, Hvac & Refrigeration	Maintenance And Operations	5/31/2023
1079973	Gonzales	Fernando	Assistant, Noontime	Aynesworth Elementary	3/31/2022
1082918	Gonzalez	Rosa	Paraprof, Bilingual Spanish	Hidalgo Elementary	6/8/2023
1027418	Java	Rogelio	Custodian	Storey Elementary	3/31/2023
1019979	Lara	Rosario	Custodian	Homan Elementary	6/8/2023
1047736	Lee	Chia	Custodian	Tehipite Middle School	6/30/2023
1052860	Mason	Jennifer	Secretary I	Alternative Education Office	5/12/2023
1078917	Medina	Patricia	Nutrition Services Assistant	Nutrition Services	4/21/2023
1080024	Mendes	Keara	Paraprof, Moderate/Severe	Robinson Elementary	3/7/2023
1078479	Mendoza Garcia	Ibeth	Paraprof, Bilingual Spanish	Sunnyside High School	4/14/2023
1044443	Thompson	Jamell	Assistant, Noontime	Robinson Elementary	4/8/2023
1023233	Vang	Bee	Custodian	Lincoln Elementary	6/15/2023
1067233	Vang	Gentky	Technician, Libr Media-Middle	Yosemite Middle School	4/14/2023
1029223	Vue	Lee	Custodian	Turner Elementary School	6/2/2023

Management Certificated

1051292	Gomes	Edward	Instructional Superintendent	Insructional Services	6/30/2023
1071333	Hoke	Vincent	Vice Principal III	Duncan Polytechnical	6/28/2023
1065790	Hweih	Amany	Vice Principal II, Spec Asgn	Instructional Services	5/12/2023
1062956	Jacoby	James	Vice Principal I	Addams Elementary	7/31/2023
1081595	Martinez	Jackeline	Psychologist, School	Guidance & Psychological Svs	6/2/2023

LEAVE REQUEST

Classified Personnel

1075213	Fornaro	Kathlena	Nutrition Services Assistant	Packaging Center	4/17/2023
1076209	Garduno-Duran	Diana	Nutrition Services Operator	Food Services	3/23/2023
1069820	Koop	Bethany	Paraprof, Moderate/Severe	Jefferson Elementary	3/31/2023
1076028	Perez	Daniel	Technician, Program	State & Federal Programs	4/10/2023

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1036260	Swartout	Stacey	Teacher, Spec Assgn	Slater Elementary	3/20/2023
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Classified Personnel

1079643	Perez	Adriana	Paraprof, Mild/Moderate	Turner Elementary School	3/29/2023
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PROMOTIONS

Classified Personnel

1042566	Baker	Randall	Driver, Bus	Transportation	3/29/2023
1082098	Boswell	Ngina	Specialist, Tier II Intervention	Prevention And Intervention	4/25/2023
1039798	Garcia-Navarrete	Jose	Plant Coordinator I	Pyle Elementary	4/6/2023
1052096	Givens	Jamaal	Custodian	Edison High School	4/4/2023
1038681	Gomez	Everado	Driver, Bus	Transportation	3/29/2023
1027857	Lee	Kong	Driver, Bus	Transportation	3/29/2023
1066626	Thao	Joanna	Technician, Budget II	Summer School	4/11/2023
1066050	Vue	Jacky	Plant Coordinator I	Gibson Elementary	3/21/2023
1078250	Xiong	Danvee	Custodian	Homan Elementary	4/4/2023

Management Certificated

1081592	Council	Melvin	Manager III, SPED Prog & Serv	Special Ed	4/11/2023
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Management Classified

1077178	Gutierrez	Alfredo	Analyst I, Information Systems	Human Resources	3/28/2023
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 22, 2023, Board of Education regular meeting.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:







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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
March 22, 2023

Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on March 22, 2023, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present. Board Member Davis was absent.

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

For the record, Board Member Thomas arrived at 4:48 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received nineteen (19) requests to address the Board on Closed Session items. The individual's name along with a summary of topic is as follows:

1. Patricia Renfro: Provided overview of topics that people might speak on, as follows: teacher transfers, displeasure with bargaining session, teachers seen as the problem not the solution, managements lack of action, dangerous bathrooms, violence on campus, Edgenuity undermining work of teachers, not enough pay, more work than can be done in a day, pointless meetings, no data to support 300+ initiatives, top down ILT program, frustration and disconnect between classroom and management.
2. Taylor Vizthum: Commented on disappointment with Monday's bargaining session. Commented the district bargaining team would not acknowledge the good work of teachers.
3. Robert Hayes: Shared personal thought of district treating teachers as data or statistics and not as humans. Requested to be treated with respect. Commented the designated ELD plan is poor and will not work on high school campuses.
4. Alisha Dunlop: Commented Edison neighborhood elementary schools do not have the same access to music instruction as other sites around the district.
5. Zayen Ferguson: Spoke as a student from Edison High School and commented on Edgenuity. Feels the course does not reflect the spirit of education and is not an effective way of learning.
6. Michele Mazzei: Shared personal feeling of being moved from teaching Art I to teaching Edgenuity. Shared concerns about the ease of cheating with Edgenuity.

OPPORTUNITY for Public Comment on Closed Session Items - continued

7. Phill Peele: Commented on struggles students face when using Edgenuity as the program does not teach students to study or discipline themselves in preparation for college.
8. Felicia Lacy: Shared concern of issues with sanitation at schools. Asked what the role of custodian is and how is the classroom to be cleaned. Commented, often, in the morning notices the classroom has not been vacuumed. Asked if the classroom checkoff sheet posted in classrooms is used and if all items are to be checked off on a weekly basis.
9. Dori Sexton: Commented often the district tells teachers to deal with situations as they are the professionals/adults in the room. Asked, if teachers are the adults in the room, why do they have no authentic voice in the curriculum they teach, why are they not heard when they address student behavior and safety risks posed to students and teachers, why do they have no voice when forced to leave a school to teach at another school.
10. Katreena Baker: Commented on poor conditions of the portables at McLane High School such as, mold, mice, and no air purifier. Commented teachers deserve a safe and healthy work environment to do their work.
11. Dylan Armitage: Commented on several topics such as being stuck in professional development meetings rather than lesson planning or helping students, the low number of veteran teachers, classrooms without a teacher since September. Commented teachers often work beyond eight hours and it falls on them to make sure students receive an education in which teachers will not be paid due to unrecognized work hours.
12. Jasmine Niemetchek: Commented students need social emotional supports now more than ever. Commented some students shared the following: they do not feel comfortable going to teachers or administrators as they fear retribution, a lack of comradery among students, teachers blame without proof, and there is favoritism among race and ethnicity around the district. Commented students should be able to come to school and feel safe and not in fear of being picked on, especially by staff.
13. John Mortimer: Spoke as a student from Edison High School. Commented Edgenuity is a broken program. The online classes do not prepare a student for college or life. Student education is being sacrificed so graduation rates look higher. Asked the district to bring back optional in-person classes.
14. Frederick Oliver: Spoke on student apathy in the classroom and student needs not being met. Commented students do not participate in class because they know they can take Edgenuity and pass.
15. Alicia Gonzalez: Shared that against her wishes she is being overaged to another site. Shared concerns related to the district cutting an English only class.
16. Randi Parkinson: Commented working conditions for staff impact learning conditions for students.
17. Daniel Moreno: Commented on difficulty of making a living when the cost of living does not match wages, and how this hinders the hiring and retention of qualified staff.

OPPORTUNITY for Public Comment on Closed Session Items - continued

18. Manuel Bonilla: Commented words matter but actions matter more. Commented it is incumbent of the Board to give direction to Superintendent Nelson to give direction to staff to change with the Fresno Teachers Association. The answer is not in more data but in the plan provided by FTA. Requested the Board review the plan.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 5:15 p.m.

For the record, Closed Session extended to 6:20 p.m.

For the record, Closed Session extended to 6:35 p.m.

For the record, Closed Session extended to 6:45 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:46 p.m.

Reporting Out of Closed Session

- There were no report outs for Closed Session.

PLEDGE OF ALLEGIANCE

Paul Idsvoog led the Flag Salute.

HEAR Reports from Student Board Representatives

The Board heard comments/reports from Student Board Representatives from Roosevelt High School.

HEAR Report from Superintendent

- I would like to focus my remarks tonight on two of my highest priorities as Superintendent – literacy and safety.
- While there are so many amazing things happening across Fresno Unified, I want to be clear that our top priority and focus is on literacy of our students. Literacy is the foundation of all other academic success and is the most important work we do as a school district. Teaching and learning is always a topic in our Executive Cabinet, but over the last few weeks our instructional team has taken us on a deeper dive to support our district's focus on ensuring our students are reading and writing on grade level by the end of first grade. We dug deep into learning differences and standards in Prekindergarten (PreK) to Transitional Kindergarten (TK) to Kindergarten to First grade. This week we visited Storey Elementary to see best practices in action, visiting several PreK, TK, Kindergarten, and First grade classrooms. The work of our teachers, our leaders, and our instructional team made evident that with the right support, the right leadership, and the right focus – our goal of developing strong readers by the end of first grade is achievable.

HEAR Report from Superintendent – continued

- But we cannot do it alone. We need our families to join us in these efforts by enrolling your students now in TK and Kindergarten and enrolling your students in PreK when enrollment opens in April. What our kids are learning in PreK is so different than what they learn in TK and then in kindergarten and onto first grade. PreK, TK, and kindergarten should NOT be treated as optional and are so much more important to building strong readers and writers than many understand. It was clear to all of us as we visited classrooms that students who engage in early learning through PreK and TK progress and succeed in kindergarten and first grade faster than their peers who have no early learning engagement. So please families, don't wait and please do NOT skip PreK and TK for your kids. If your child turns 3 or 4 before December 2, they are eligible to enroll in PreK for the 2023/24 school year when registration opens on April 1. If your child turns 5 between September 2 and April 2, they are eligible to enroll now for Transitional Kindergarten and if they turn 5 before September 2, they are eligible to enroll now for kindergarten in the 23/24 school year. By ensuring our kids build their pre-reading skills in PreK and TK, we KNOW they can become strong readers and writers in kindergarten and first grade – setting them up for continued academic success through their K-12 journey.
- Tonight, you'll also get a chance to hear from our fantastic educators at Fresno High, regarding their concerns about safety on their school campus. Safety on all our campuses and across the district is a top priority for me and I think we can all agree that school safety has changed drastically over the last decade or so with the rise social media and school threats while a youth mental health crisis has been growing across our nation. We look forward to tonight's presentation and our upcoming Board workshop on Safety next week.
- At next week's Board workshop, you'll get a holistic overview of safety including campus safety, safety through prevention and intervention, and safety through classroom management. Our teams have been working throughout this school year to gather feedback from our school sites, our campus safety assistants, and from our students to use in developing our budgets and structures to support a holistic approach to safety for our students and staff moving forward. I'm grateful to our teams for soliciting this feedback and engagement and for visiting and reaching out to other comparable and neighboring districts to learn. The good news in learning from other districts is we are at the forefront of reimagining safety in K-12 districts, and the bad news is that by being at the forefront that means we are the trailblazers and there's not a lot to gather from other districts who are grappling with the same issues we are facing.
- One foundation in transforming the safety of our students and staff is crystal clear to me – each and every one of our employees and our students play an integral role in safety. There is no one department, one position, one school, or one leadership team that "owns" safety – we all must play our part to build environments and culture inside and outside of the classroom to support safety at Fresno Unified. With that being said, let's look at this great collaboration of students, site leaders, teachers, classified staff, and district leaders to put a stop to sexual harassment.

HEAR Report from Superintendent – continued

- Congratulated everyone involved in the making of this video. I join you all in shouting, “Don’t put up with it, put a stop to it!”
- Before I end my remarks, I would like to invite our leaders and our community to join us at Fresno Adult School next week on March 31 from 1:00 p.m. – 3:00 p.m. The team will be hosting a celebration for Cesar Chavez Day and unveiling a new mural in his honor. I also want to congratulate Board President Islas on being named the 2023 Woman of the Year for the 31 State Assembly District by Assemblymember Dr. Joaquin Arambula. Such a well-deserved recognition of your continued work to support our students and community at large.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Student Member Laus: Thanked Fresno Unified Title IX Coordinator, Brian Wall for his work and specifically for speaking to Sunnyside students about gender rights and equality. Provided a shout out to students Emily Dye and Avery Thompson who are nominated to lead a team in the Leukemia and Lymphoma Society’s 2023 Student Visionaries of the Year campaign.

Clerk Wittrup: Congratulated Board President Islas for receiving Woman of the Year award. Thanked Superintendent Nelson for the focus on literacy. Commented it is important and a game changer for the community, to see PreK and TK students ready to read is very exciting and can’t wait to see this work in our district. Thanked Alex Belanger for the board communication on the Bullard fence. The project is moving forward, and I am excited to see the safety features such as single point of entry at main office and automatic exit gates that close and lock. Principal Torigian has been hard at work gathering feedback from staff, students, the community, and the school site council. If everything goes well completion will be August 2024.

Student Member Aquino: Thanked Wendy McCulley and Deputy Superintendent Her for speaking at Hoover High School. Their talks in honor of Black History and Women’s History impacted students in the most positive way. Encourage Board Members and staff to take time to visit sites and talk with students, as their voices are important.

Member Levine: Congratulated the Community Schools team, Carlos Arredondo and Linda Hoff. They reached a milestone in their work as they applied to the state for five community schools and are waiting to hear if approved. Expressed excitement about the potential of this work and talks of expansion and hope to have an element of a community school at all campuses.

BOARD/SUPERINTENDENT COMMUNICATIONS-continued

Board President Islas: Shared congratulations and words of thanks as follows: Ewing Elementary had twenty-nine (29) students meet reclassification criteria and as a former English learner she couldn't be prouder. Turner Elementary had a beautiful mural completed and encourage folks to visit Turner to see mural. Huge shout out to Principal Teshami Reid at Addicott Elementary, where some of the district's most vulnerable students attend, she and school team have done a phenomenal job of celebrating wonderful things such as Hmong celebration with Duncan students, a Valentine's Day dance, a Black History Month celebration with King Elementary African American dancers, and it is very meaningful to the Addicott students and their families. Announced McLane will hold an Open House and Wellness Fair on March 27 from 5:00 p.m. to 7:00 p.m. Shout out to Patino Entrepreneurial School, it is one of the jewels of our district, and students get to do some phenomenal projects. Bloomberg Beta has come, and entrepreneurs have provided feedback on student ideas and proposals.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero requests to address the Board on the Consent Agenda.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved the Consent Agenda by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. ABSENT: Board Member Davis.

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

A. CONSENT AGENDA

A-1, **APPROVE Personnel List**

APPROVED as recommended, the Personnel List, Appendix A, as submitted.

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the March 08, 2023, Regular Board Meeting.

A. CONSENT AGENDA – continued

- A-3, APPROVE Minutes from Prior Meeting**
APPROVED as recommended, the draft minutes for the March 08, 2023, Regular Board Meeting.
- A-4, ADOPT Resolution 23-40, Vehicle Procurement Delegation**
ADOPTED as recommended, Resolution 23-40, Vehicle Procurement Delegation to approve the procurement of specialty vehicles required for various operational and student transportation uses.
- A-5, APPROVE Position and Adopt Job Description Coordinator I – Human Resources and Classified Management Salary Schedule 261 Duty Days**
APPROVED and ADOPTED as recommended, 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.
- A-6, APPROVE Position and ADOPT Job Description Coordinator, Farm to School and Classified Management Salary Schedule 261 Duty Days**
APPROVED and ADOPTED as recommended, 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.
- A-7, APPROVE Fiscal Agent Change for the After School Education and Safety and 21st Century Community Learning Center Program**
APPROVED as recommended, 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.
- A-8, APPROVE Appointment to Citizens' Bond Oversight Committee**
APPROVED as recommended, appointment recommendations to the Citizens' Bond Oversight Committee.
- A-9, APPROVE Agreement with K-12 Insight**
APPROVED as recommended, an agreement with K-12 Insight to provide the Let's Talk customer service communication platform.
- A-10, APPROVE Agreement with Bright Morning Consulting**
APPROVED as recommended, 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.
- A-11, APPROVE Agreement with Fresno Pacific University Center for Community Transformation**

A. CONSENT AGENDA – continued

APPROVED as recommended, agreement with The Fresno Pacific University Center for Community Transformation to complete a comprehensive asset and needs assessment by convening a series of Listening Tours.

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

APPROVED as recommended, an Agreement with ProSolve. ProSolve will provide QUEST curriculum for the 2022/23 Summer Academy.

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

APPROVED as recommended, an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning.

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

APPROVED as recommended, 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.

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

APPROVED as recommended, an amended agreement with Rachel Shaw HR Consulting to provide Americans with Disability Act (ADA) consulting and training through June 30, 2023.

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

APPROVED as recommended, a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

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

APPROVED as recommended, a summary of quotes received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of insurance coverage.

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

APPROVED as recommended, 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.

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

APPROVED as recommended, 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.

A. CONSENT AGENDA – continued

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

APPROVED as recommended, Request for Proposals (RFP) 23-20, Nutrition Center Production Line Equipment, to replace and/or upgrade production line equipment at the Nutrition Center.

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

APPROVED as recommended, Vendor Designation per Request for Qualifications 22-09, Extended Learning Enrichment Services.

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

APPROVED as recommended, 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.

A-23, DENY Claim GL22-1028-8613

DENIED as recommended, Claim for Damages by a minor, case GL22-1028-8613.

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

RATIFIED as recommended, an agreement with Doubletree Hotel for the Classified Professional Development Conference, Spring 2023.

A-25, RATIFY Change Orders

RATIFIED as recommended, 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

B. CONFERENCE/DISCUSSION AGENDA

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

Anoush Ekparian and Jose Sandoval with students from Fresno High School talked to the Board about the need for more social emotional support for students at Fresno High School.

Students shared how they felt during an incident that took place at Fresno High School involving an explosive device in the C21 stairwell, as well as information regarding student conduct often happening in the stairwell such as smoking, vaping, fighting, and sexual behavior.

Additionally, Fresno High speakers provided written statements to Board members during the presentation.

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-26.

For the record, Board Members had comments/questions pertaining to Agenda Item B-26. A summary is as follows:

President Islas: Thanked the Fresno High students and staff for their presentation. Commented Board members do listen and have asked for action. Requested Dr. Marie Williams to share an update on items already moving forward in response to concerns expressed by Fresno High staff and students. Commented the Board has requested more campus security assistants be provided and more cameras be installed and wants everyone to be aware of social emotional investments that are available on site.

Dr. Marie Williams was able to provide clarity as follows:

- Additional cameras are anticipated to be installed by June 2023.
- Additional campus safety assistants will be placed on site as of January 2023.
- Retired substitute administrator placed at site to support students in the reengagement center and other areas.
- Allocated two (2) additional days of social work at site for remainder of school year.
- Working to maximize and leverage social emotional support already at the site.
- Site established an ad hoc committee safety team in January 2023. The team has met twice and will meet again on March 30 for a full-day work session.

- Marcel Woodruff with Fresno Economic Opportunities Commission will begin mentoring students.

Board President Islas: Commented there are efforts to meet the initial demands and recognizes and values expansion into codesign opportunities, as that is an area students, staff, and FTA, have consistently asked. Requested Dr. Williams to share how the district is moving forward in codesign opportunities. Dr. Williams was able to provide additional information pertaining to the ad hoc safety committee.

Member Levine: Commented this item was scheduled before the incident on Monday but it would be remiss of him if he did not share, he has heard from several of you that were in the building and close to it and the staff that were around. Expressed heartfelt apologies for what you had to go through and the trauma you experienced and the physical pain, I am sorry for that, I can't imagine how scary that must have been for you.

Respectfully offered his perspective in terms of what has prompted the steps the district is taking, and expressed hope we are all in agreement that steps have been taken but we are nowhere near fully addressing all the needs, as this situation has revealed Fresno High has some unique needs, so as we go through the budget process, we cannot just look at overall student enrollment numbers as if they are the same everywhere, there are unique needs at all of the campuses but very much clearly at Fresno High.

Thanked all present for being so clear. Commented on a reference made "we have fixed it for you" or "we have come up with ideas"; I feel a ton of gratitude for you teachers and students specifically for the time you have taken with me and several of our district leaders over the last few months in being clear on what needs to be done but also very clear on solutions and steps that need to be taken whether that be additional campus safety assistants with more consistent training and oversight, cameras, additional social emotional supports, and many other things. So, all the things Ms. Williams shared in my view are reflective of the input, the wisdom, and the time you took to share. There is a lot we need still need to do and still a lot of concern, but I would hope you all are also feeling some pride in the focus and the passion and persistence you have shown for your school and your fellow classmates and teachers in making sure we have taken some steps in the right direction. I want to thank you for that and acknowledge too that I am not saying we have it all figured out, but I think we are closer to having it figured out because of your leadership and your clarity.

Commented on the program Mr. Marcel Williams will start in terms of identifying students known to be at risk of violence or disruption, I have heard you describe them as the frequent flyers. Marcel is an incredible community leader and I think hopefully it will be a model for many of our schools. We are starting at Fresno High

because of what you all have specified as a need, I think that alone will have a big impact in terms of being sure the students that need the most receive support. He will work with them, and we will work collectively to make sure whatever is going on in terms of their core needs will be addressed for their sake but also for the sake of the rest of you in terms of you being able to focus on learning in the classroom.

Asked Dr. Williams if one of the cameras scheduled for placement at Fresno High will go in the referenced stairwell, as it is an area of clear, long-standing need. He has heard clearly that we cannot only be reactive in terms of a temporary fix but the steps that we are taking must stay in place. Commented he and fellow colleagues are committed, this is not just a fleeting response, we are on top of this in terms of prioritizing it for the foreseeable future for not only your sake but the future Fresno High students that come after you.

Board Clerk Wittrup: Commented to Superintendent Nelson, our primary obligation is to keep our students and staff safe, and I know this Board has made numerous investments in safety, but I don't think that in and of itself will do the job. I expect a culture of accountability around safety, a sense of urgency, and I have one question I think just speaks to this incident and that is, if everyone at Fresno High knows that stairwell is problematic, why on earth wasn't there a campus safety assistant stationed there, and I would ask that somebody from our staff answer that question.

Clerk Wittrup asked, if the campus safety assistant is already there, and the stairwell is problematic, and everyone knows it, just like the gate that was always left open in the previous incident, it just makes sense to have somebody there and the fact that they are not there just reinforces this lack of feeling responsible for our safety, for our students safety, and that is what concerns me. I don't know that buying more cameras and having more campus safety assistants, I mean that all helps but if we don't use what is logical, if our community knows that this is a problem area, it is not that hard too just be there.

Additionally, Clerk Wittrup commented, if you know there is a dangerous place in your house, you do something about it, you have somebody there, you cover it more. I have worked at schools for thirty-seven (37) years, we know what is going on at our school sites and we know how this all works, why aren't we giving this our attention and our time to make sure that we are taking care of our kids and our staff. I am talking about this incident not just the general plan and how the campus safety assistants work and all that, I am talking about the sense of urgency and accountability that goes with taking care of our kids and staff every day.

Clerk Wittrup asked if somebody from Fresno High could answer a question posed, what is the district doing well and where are there gaps.

Clerk Wittrup asked to have someone place at the referenced stairwell tomorrow.

Member Cazares: Expressed gratitude to the students and to all the teachers in attendance. I know we have heard from your teachers before; and I hope you do not feel any hesitation to ever come to the Board or any of the teachers at Fresno High or any teachers in schools in this district. Thank you for coming, thank you for voicing your concerns, thank you for emailing us, thank you for the letters. I hope you know that I am not here for the money, I am not salaried, nor am I an hourly employee, we get a stipend. I am here for you and my own kid that is in school. We are listening, maybe not doing all the actions that need to be taken 100% but we are trying. We are getting there we sent our Deputy Superintendent a month and a half ago to assess and there are several actions that have been taken, it is not that nothing has been done, it is not that we do not care, it is not that nobody is listening, there is just more that needs to be done. I understand that there is a lot more to be done, that is why you are here today, that is why we are listening, that is why we ask Superintendent Dr. Nelson to continue making these changes that need to get done.

Member Cazares asked who is overseeing the installation of the cameras, is it a site activity and is there any way to start the installation sooner, if the project began in the fall, it should not take this long. If you need our permission to shorten any processes let us know, because our children cannot wait until June, they will not be in school in June. Let us know and we will help you, June is too long to wait. Let us know how we can help you do your job, do your job faster, is there a piggy-back contract we can use, what needs to get done so that these installations start sooner. Do we need to pay an engineer or some electrician overtime to prioritize this project. I do not understand, I have been in construction for twenty-three (23) years now, so I know there are things that can be done to move things faster. Whatever you need from us to get this done faster you have my permission.

Member Cazares commented on the ad hoc committee and the work being done in partnerships. Expressed hope the group will continue to work collaboratively and make teachers and students feel they are part of the solution; and that the district is listening to them. Pointed out there was no mention of parents involved in the ad hoc committee and requested parents be included as a lot of our issues with some of our young ones start at home. A lot of our parents want to get involved in school, a lot of our parents are concerned about our kid's safety at school, so if there is something that is being done to involve the parents as well, please let me know. Dr. Marie Williams was available to provide clarity.

Member Thomas: Thanked Dr. Williams for her hard work. Commented she is in complete unison with colleagues on the Board. Thanked Trustee Cazares for her comments. Requested Dr. Nelson to put this work in hyper speed, Understands the bidding process and requested the deadline be sooner rather than later. Does not want to wait until June and then something else happens and something else. I do not care if we place more campus safety assistants there until we can get

everything else done, do not care what we have to do at this point as I think we have a consensus on this Board that something has to be done quickly before we have something happen that we cannot take back and then we are really sad.

Board President Islas requested to interject. Understands that procurement less than fifteen thousand did not need to come before the Board. Asked if this is something that is more than fifteen thousand. Understands the general allocation of \$25,00 for the sites, but what the Board is talking about is the urgency of addressing needs immediately for Fresno High, so the additional cameras, one camera in a stairwell, I don't imagine is more than fifteen thousand dollars and that seems to be an immediate opportunity to address that would not have to come before the Board; similar to when Trustee Cazares asked what can we do to scale the work.

Member Jonasson Rosas: Concurred with Board colleagues. This whole camera discussion has my head spinning for a couple of different reasons. One, the district has been installing cameras periodically for years now, isn't there already a bid in place? It seems in the immediate term there is one camera to be installed and it seems there is a disconnect between equity as some schools have different needs. Will all sites receive the same cameras? It seems there is a disconnect between the district and the sites regarding the best placement of cameras.

Additionally, Member Jonasson Rosas requested clarity pertaining to a comment made that the district pulled a social worker from another area. Asked where support was pulled, I do not want to see support pulled that creates chaos somewhere else. Thanked those in attendance for their bravery and advocacy for their campus. Asked the group to hold the Board accountable and if for some reason the cameras were not in place to come back.

Member Thomas: Commented if there is a need to expand camera placement, we need to meet the need. Requested feedback on how this will look and how campus safety assistants will be used. What will it look like on campus. Commented regarding camera quality, I do not want a lower grade camera we lower grade enough. I want to know who I am looking at; what happened, and not speculate.

Member Jonasson Rosas requested to interject on the quality of the camera—audio, requested clarity as to if audio is being considered.

Clerk Wittrup: Commented, we can do cameras and campus safety assistants and get all the pieces in place but if we don't have a culture of accountability and responsiveness in real live time it doesn't matter. We must be responsive and that is on us as a district, as a staff, as a school site, as students, as teachers, and as parents. It is on us to be responsive in real time no matter where those cameras are because everything changes. Kids go all over the place and our responsiveness and our systemic commitment to safety in real time is what will be

the most powerful tool. That is what I am expecting.

Superintendent Dr. Nelson, Dr. Maria Williams, Chief Operations Officer Paul Idsvoog, and Executive Director Amy Idsvoog were available to provide clarity.

Board President Islas announced a more robust conversation will take place on March 28 at 5:00 p.m.

B-27, DISCUSS and ADOPT Transportation Services Plan

OPPORTUNITY for Public Comment

For the record, the Board received zero in-person or teleconference requests to address the Board on Agenda Item B-27.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved Agenda Item B-27 by a vote of 5-0-0-2, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSENT: Board Members Davis and Levine.

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

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-28.

For the record, Superintendent Dr. Nelson commented considering what was discussed previously about leaving things unsaid, people create story when things are left unsaid. There has been dismissive language of late regarding Promethean Boards which the Board graciously agreed to provide. Our Chief Technology Officer Mrs. Lundberg confirmed each of the Promethean Boards has its own computer and IP address and is trackable; to date 93%, 28,3000 are being utilized every day. It is a one-off thing in the totality of this budget but there has been a lot of dismissive talk about that, like we don't want to provide you resources you are not going to use but to that specific resource 28,3000 are being used daily. That might be different in secondary, it is possible, we will explore, but I don't want to leave that unsaid.

For the record, Board members had comments/questions pertaining to agenda item B-28. A summary is as follows:

Member Thomas: Commented his is the most money in one-time funds the district has seen in the history of education. Requested to see where the district started and where the district is now. Pertaining to ESSR I did we spend it all, is there any left, I want to know where these funds were spent and if there is still money I want to know how much.

Member Jonasson Rosas: Asked if the Arts and Music Blocks grant is in addition to the additional arts and music money? Requested to be part of the planning.

Board President Islas: Requested to correlate requests we have learned about from the last LCAP. For example, school meals were one of the highest rated priorities, I want to be able to see how we are responding to needs as we learn of them. Asked if this is an opportunity for the district to look at remaining available resources and identify where there is an opportunity to address needs already identified by our students and parents, where investments could be made. For example, one request from parents is an interest to move back to scratch cooking on sites; could some of those dollars be used to support more reinvestments in kitchen facilities, to have some food preparation happening at the site. Commented, I think it goes a long way in helping to stimulate children's appetites. I want to know how we can help to address what has been requested whether it be school meals or social emotional support, or first aid.

Patrick Jensen was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

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

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received four (4) requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic is as follows:

1. Curtis Carlton: Commented negotiations are the worst he has seen, the need for one degree of separation, and opposition to Edgenuity.
2. Marycela Pacheco: Requested staff to investigate school restrooms locked during the day.
3. Eileen Jane Giron: Commented on concern of transient person at Greenberg Elementary School. Shared concerns regarding her child's suspension. Requested radios for crossing guards.
4. Tamara Neely: Provided update to the Board regarding the Classified Employee Conference.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 8:59 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Position and Adopt Job Description Community Schools Coordinator I and Approve Revision to the Classified Management 261 Duty Days Salary Schedule for Community Schools Coordinator I

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

- Job Description of Community School Coordinator I. This position is responsible for improving student achievement through the effective management of an assigned area(s); plan, organize, and coordinate activities as related to Community Schools programs, communicate and build partnerships with community-based organizations that can provide services to support the social emotional, mental health, curricular and academics needs of students, families and the community; serve as liaison for agencies and programs interested in partnering with the school 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 staff. Works under the direction of the assigned supervisor. This position is designated exempt and placed on E-20 of the Classified Management 261 Duty Days Salary Schedule.
- The Classified Management 261 Duty Days Salary Schedule with Community Schools Coordinator I placement on E-20.

There is a significant need to coordinate and streamline the delivery of student services to ensure students receive the support needed to address their individual academic, social-emotional, and developmental needs. In order to address this need, each participating school will hire a site-specific, full-time Community Schools Coordinator I at the start of the project period. These efforts will significantly improve integrated support services coordination at each participating school.

FINANCIAL SUMMARY: Sufficient funds are available in the Diversity, Equity and Inclusion Department budget contingent upon approval of the California Community Schools Partnership Program Grant.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Coordinator I, Community Schools	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Diversity, Equity & Inclusion	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	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 activities as related to Community Schools programs, communicate and build partnerships with community-based organization that can provide services to support the social emotional, mental health, curricular and academics needs of students, families and the community; serve as liaison for agencies and programs interested in partnering with the school 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 staff. 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.)

Conduct needs assessments to identify social emotional, mental health, curricular and academic services that are most needed at the school site. *E*

Work with school leadership team, teachers, Pupil Services and Attendance Counselor, Psychiatric Social Workers, the community, families and agencies to design and implement the identified services at the school site. *E*

Evaluate services to identify gaps, build on existing supports, monitor outcomes and the effectiveness of partnerships. *E*

Engage with community-based organizations in partnerships to address critical needs in support of student achievement. *E*

Review and support Memorandum of Understanding (MOU) as applicable and Service Delivery Applications (SDA) with partners and programs. *E*

Ensure that service providers are operating within the terms authorized by the Service Delivery Application (SDA) with partners and programs. *E*

Consult with the service providers on a regular basis concerning service goals, service integration, physical health services, and student progress . *E*

Initiate, facilitate, and coordinate programs and strategies that support the district-wide community schools initiative. *E*

Assist directly with information sharing and referral services to maintain an effective referral process to community resources. *E*

Promote, develop, and ensure services are maximized to the extent of their capacity at the school site. *E*

Create and implement the community school-site plan in collaboration with all school stakeholders. *E*

Integrate and align community resources serving the school, including tutoring, primary health, arts, recreation, academic, curricular and other resources identified as partners per the needs assessment and district-wide initiatives. *E*

Utilize applications for local student information such as Atlas, Power BI and other data systems to address student needs including any partnering applications utilized by the District. *E*

Provide coordination of programs during and beyond the school day for students, families, and the community. *E*

Serve as a liaison between the service provider and the school site administrator. *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*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in social science, education, math or community services, or a related field and three years' experience in one or more major student/family support areas, e.g., academic support, mental health, afterschool, youth development, family support of leadership development. Experience working with community organizations preferred. Multi-lingual in Spanish and/or Hmong preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. Completion of ongoing professional development as directed by the supervisor.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the functions of coordination and/or management/administration in an educational and/or human services setting.
The social emotional, mental health, curricular and academic needs of students and families.
Collaboration, meeting facilitation, networking, problem-solving, teambuilding and community-based partnering and networking.
School-based service delivery.
Dashboard, multi-tiered system of support and differentiated assistance.
Applicable laws, codes, regulations, policies and procedures.
Interpersonal skills using tact, patience and courtesy with a diversely skilled workforce.
Organizational skills.
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.
Reading and writing English communication skills.
Microsoft applications.
Modern office practices, procedures and equipment.

ABILITY TO:

Multi-task and work independently with little direction and many interruptions.
Understand and follow complex oral and written instructions and complete assignments in an independent manner.
Apply the principles and techniques of problem solving, teaching and counseling to school situations.
Audit and update a variety of community schools' needs and programs.
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.
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.

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

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.

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 **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>
E33	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					
E32	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					
E31	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					
E30	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					
E29	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					
E27	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 **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>
E27	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					
E26	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					
E25	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					
E24	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					
	Manager I, Communications	E142					
E23	Executive Assistant to Superintendent	E024	\$376.38	\$395.20	\$414.95	\$435.69	\$457.49
E22	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 **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>
E21	Analyst II, Accounting/Payroll	E199	\$341.39	\$358.46	\$376.38	\$395.20	\$414.96
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$325.13	\$341.39	\$358.46	\$376.38	\$395.20
	Coordinator I, Community Schools**	E279					
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
E19	Executive Chef	E276					
	Coordinator I, Purchasing	E127	\$309.64	\$325.13	\$341.39	\$358.46	\$376.38
E18	Coordinator I, Workers' Compensation	E175					
	Analyst I, Budget	E262	\$294.89	\$309.64	\$325.13	\$341.39	\$358.46
E17	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
E17	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					
E16	District Supervisor II, Energy Educator	E135	\$267.48	\$280.84	\$294.89	\$309.64	\$325.13
E15	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 **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>
E13	Coordinator, Farm to School	E277					
	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

****Contingent upon approval of the California Community Schools Partnership Program Grant.**

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: April 26, 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 Revised Classified Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board Binders is the following:

- Revised Classified Hourly Salary Schedule

This is in accordance with the Side Letter Agreement between the Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties' negotiated agreement for salary range adjustments for School Office Managers and School Office Assistants. This reflects grade movements retroactive to November 01, 2022, as follows:

- School Office Assistants from Grade 22 to Grade 27
- School Office Manager – Elementary from Grade 31 to Grade 35
- School Office Manager – Middle from Grade 35 to grade 37

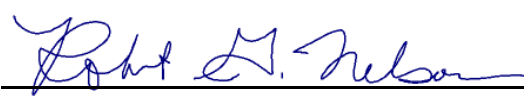
FINANCIAL SUMMARY: Sufficient funds are available in the district budget.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G18	Paraprof, PE/Athletics	W041	\$15.5000	\$15.5000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.5000	\$15.5000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.5000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
	School Office Assistant	W060					
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
G26	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
G30	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
G31	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					
	School Office Manager Elementary	W140					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
G34	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager—Middle	W142					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	Workplace Technician	W181					
G36	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle Workers' Comp Technician	W142 W182					
G38	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
G40	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
G41	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
G42	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
G43	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
G45	Primary Language Instruction Specialist	W178	\$27.0706	\$28.4246	\$29.9610	\$31.4628	\$32.9990
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
G47	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
G51	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
G58	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
G60	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ November 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90*

Annual \$1000 for Master's*

Annual \$1500 for earned Doctorate*

*Credit for only one degree will be given

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Revised Media Technician/Driver Job Description, Revised Media Production Specialist Job Description and Revised Classified Hourly Salary Schedule

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

- Revised Media Technician/Driver Job Description
- Revised Media Production Specialist
- Revised Classified Hourly Salary Schedule

This is in accordance with the Side Letter Agreement between the Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties' negotiated agreement to revise the job description and job title of Media Technician/Driver to Photographer/Media Technician/Driver with grade movement from Grade 41 to Grade 42, and the Media Production Specialist job description with grade movement from Grade 43 to Grade 44. This reflects grade movements retroactive to February 22, 2023.

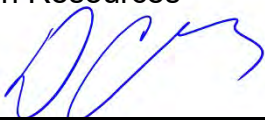
FINANCIAL SUMMARY: Sufficient funds are available in the Communications Department budget.

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Media Production Specialist	REPORTS TO:	Chief Information Officer
DEPARTMENT:	Communications	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	G-4 34 /CSEA 125 Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor, assist in the design, development and production of District instructional and promotional television and other media to meet the needs of the District; work with department personnel to produce video presentations and promote District programs; train District staff in the use of technical media equipment to provide high quality education to students.

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.)

Coordinate technical operations for airing and web-streaming for Board of Education meetings and District special events; coordinate and schedule televised special events and assigned work to meet the needs of the District; contact the County Office of Education and broadcasting companies as appropriate regarding instructional TV schedules; provide video materials for distribution. *E*

Design and develop graphic displays for video productions using professional level character generation equipment; assist in the production of instructional programs and produce educational television programs for web-streaming and cable broadcasting for classroom use to meet the needs of staff and students. *E*

Advise users on the type of media to maximize results; review concepts, develop alternative plans. *E*

Develop media in various stages of set up including recording material, photography, set and light design and graphic design; efficiently organize, prepare and edit visual aids. *E*

Design or assist in designing, editing and writing scripts for audio and video presentations in support of student learning; effectively edit media such as presentation programs, illustrations, and videos including tracking, graphics and sound mixing; provide for proper program distribution in a reasonable, timely manner to provide professional services to district staff and outside agencies. *E*

Organize, catalog and maintain library of in-house produced stock footage and master media

productions; duplicate media productions as required; prepare and maintain records and related reports. *E*

Coordinate and implement the District's online video streaming for professional development and communications-related activities; provide in-service training to District staff regarding the use of equipment and production of media presentations to provide high quality education to students. *E*

Efficiently operate a variety of video equipment and related components; operate desktop video computer system and specialized software; utilize various hand tools as needed. *E*

Maintain equipment and coordinate equipment repairs in a reasonable, timely manner to meet the needs of the District and community; manage equipment repair budgets as needed. *E*

Assist in writing publications and documents regarding video production and services to assist in ensuring the financial stability of the District. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and specialized training in telecommunications or related field; two years' experience producing multi-media instructional materials including development, production and editing; BA in Mass Communication Broadcast Journalism or Video Production preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Broadcast video systems.

Basic record-keeping and cataloging.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

Technical aspects of field of specialty.

Principles of learning as applied to media production.

Basic knowledge of copyright laws.

Proper lifting techniques.

Methods and procedures of operating computers and various software programs.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Proper care and routine maintenance of media center equipment and materials.

ABILITY TO:

Operate broadcast video equipment, photographic and audio, video recording equipment.

Plan, organize, write and edit script material and produce instructional media.

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

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

Maintain current knowledge of technological advances in the field.

Meet schedules and timelines.

Work independently with little direction.

Work with instructors regarding application of media techniques to their specific teaching assignment.

Operate a computer terminal to enter data and prepare reports.

Observe safe, legal and defensive driving practices

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

Actively participate in meeting District goals and outcomes.

Apply integrity and trust in all situations.

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

WORKING CONDITIONS:

ENVIRONMENT: Indoor and outdoor work environment; adverse weather conditions; flexible work hours required including early mornings, evenings and weekends.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, sitting for extended periods of time for editing and logging; dexterity to operate camera, editing equipment and computer terminal; walking and standing for extended periods of time; lifting and carrying heavy objects; pushing or pulling hand trucks, dollies and other video production equipment; kneeling, crouching and reaching overhead and above shoulders to set up cameras, lights, cables and other equipment; bending at the waist to lift video production and AV equipment; hearing and speaking to exchange information and make presentations.

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
Position Description

TITLE:	Photographer/Media Technician/Driver	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	IME Communications	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	G-4 1 2/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor, ~~duplicate videotaped programs for distribution to provide reasonable~~, provide professional photography services, including capturing, editing, and sharing photos; timely delivery of professional services to the students, staff and sites; assist with providing training in the use of audio-video equipment to ensure proper usage and care of equipment; transport and efficiently operate media production equipment; set up audio-visual equipment; perform routine maintenance and repair on media equipment.

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.)

Provide professional photography services for events, portraits, brochures, posters, signage, advertising, etc.; capture, edit, and share professional quality photos in a timely manner and accessible format. *E*

~~Duplicate videotaped programs for distribution to school sites and various departments,~~
Provide training to District personnel on proper set-up and use of audio-visual equipment to ensure proper usage and care of equipment; develop high quality presentations and materials for workshops. *E*

Efficiently program and set up equipment to record educational programs, satellite teleconferences and local news programs to meet the needs of District. *E*

Test and troubleshoot faulty audio-visual equipment to ensure efficient and effective operation; perform routine repair and maintenance work on damaged or broken equipment. *E*

Transport and efficiently set up and operate a variety of audio-visual equipment, computers, and hand tools, and supplies for use in trainings, presentations, school site events, conferences, workshops and events with the community. *E*

Operate a computer for maintenance of the master video and photo library and distribution records; program usage and information files. *E*

Assist with district video productions; operate cameras, editing recorders, microphones and various video records.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by course work in audio-visual equipment and graphics and two years' experience working with audio-visual production.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

Special Requirement:

This position may be required to work flexible hours including early morning, evening, and weekends.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Media techniques and productions.

Methods and procedures of operating electronic equipment and peripheral equipment.

Operation of synchronized tape recorders, VCR's, video cameras and related equipment.

Various public address systems.

Federal copyright guidelines related to assigned activities. Interpersonal skills using tact, patience and courtesy.

Inventory methods and practices.

Proper methods of storing equipment, materials and supplies. Technical aspects of field of specialty.

Repair and maintenance of equipment used in assigned activities. Correct English usage, grammar, spelling, punctuation and vocabulary.

ABILITY TO:

Operate video equipment, public address systems, synchronized tape recorders and other equipment used in the taping and presentation of materials for instructional use.

Work independently with little direction.

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

Maintain accurate routine records.

Operate a computer and learn new or updated systems and programs to apply to current work.

Maintain current knowledge of technological advances in the field.

Understand and work within scope of authority.

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

Meet schedules and timelines.

Make routine equipment adjustments and perform minor repairs.

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

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

Actively participate in meeting District goals and outcomes.

Apply integrity and trust in all situations.

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

WORKING CONDITIONS:

ENVIRONMENT: Indoor and outdoor environment; driving a vehicle to conduct work; chemicals including solvents; working at heights to run and secure cable.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, sitting, walking or standing for extended periods of time in workshop presentations or while taping; dexterity to operate a computer and video equipment; climbing ladders to run cable for videotaping; lifting and carrying heavy objects; pushing or pulling carts, hand trucks to transport equipment; reaching overhead and above shoulders to retrieve equipment and boxes and to install cable; physical agility and stamina to load and unload equipment in District vehicle; hearing and speaking to exchange information; seeing to repair audio-visual equipment.

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 Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G18	Paraprof, PE/Athletics	W041	\$15.5000	\$15.5000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.5000	\$15.5000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.5000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	School Readiness Facilitator	W108					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Paraprof, Early Childhood Mild/Mod	W044					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	\$17.1595	\$18.0115	\$18.9582	\$19.8814	\$20.9347
	Library Media Technician-Middle	W205					
	Paraprof, Moderate/Severe	W049					
G26	Account Clerk II	W070	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Paraeducator, Community Based	W152					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Telecommunication Operator I	W150					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraeducator, Speech	W153					
G30	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
G31	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
G34	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Child Welfare & Attend Specialist I	W138					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
G36	Workplace Technician	W181					
	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	\$23.0590	\$24.2104	\$25.4223	\$26.6922	\$28.0268
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle Workers' Comp Technician	W142 W182					
G38	Technology Support Specialist I	W176	\$23.6350	\$24.8166	\$26.0563	\$27.3586	\$28.7253
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	\$24.2600	\$25.5028	\$26.7690	\$28.1534	\$29.5616
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
G40	Administrative Secretary II	W162	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
G41	Architectural Drafting Specialist	W066	\$25.5028	\$26.7690	\$28.1534	\$29.5616	\$31.1594
	Media Technician/Driver	W219					
G42	Accountant I	W001	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Photographer/Media Technician/Driver	W265					
G43	Media Production Specialist	W180	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Network Technician I	W192					
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	\$27.0706	\$28.4246	\$29.9610	\$31.4628	\$32.9990
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
G47	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
G51	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
G58	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
G60	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2022-2023

Effective ~~January 1, 2023~~ February 22, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$42.9461	\$45.1471	\$47.4075	\$49.8218	\$52.2950

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90*

Annual \$1000 for Master's*

Annual \$1500 for earned Doctorate*

*Credit for only one degree will be given

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Addendum to Agreement with California Teaching Fellows Foundation

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with California Teaching Fellows Foundation. The Extended Learning Department and California Teaching Fellows Foundation (CTFF) agree to modify the total amount of the agreement to include an additional \$1,100,000 to increase tutoring services as part of the expansion of after-school programs. The original contract agreement was reviewed and approved by the Board on June 15, 2022. This increase includes an addition of 108 California Teaching Fellows Foundation staff to support all after-school programs in Fresno Unified School District.

The expected Program Outcome is as follows:

- The increase in CTFF staffing will allow for more students to participate and receive tutoring services in all after-school programs in Fresno Unified.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$3,600,000 are available through the Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Archiving our Greatest Potential!

BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

March 23, 2023

Amendment to an Existing Contract

This contract amendment is in reference to a contract agreement dated June 15, 2022, between the California Teaching Fellows Foundation and Fresno Unified School District for the services of providing trained after school site staff. The Parties hereby mutually agree to modify the total amount of the contract to include an additional \$1,100,000 to increase tutoring services as part of the expansion in after school programs. This increase includes an addition of 108 California Teaching Fellows to support all after school programs in Fresno Unified School District. This amendment will increase the billing rates for Site Leads, Assistant Site Leads and Tutors: Site Lead - \$32.90, Assistant Site Lead - \$29.03, Tutor - \$23.63. The contract's new total is \$3,600,000.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this stated addendum.

By California Teaching Fellows Foundation

Mike Snell
Signature (Mike Snell (Mar 27, 2023 09:14 PM))

Mike Snell Date Mar 27, 2023
Print Name

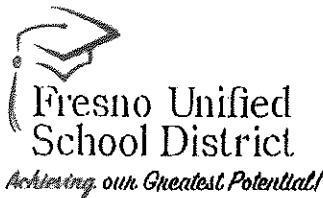
By Fresno Unified School District

Signature _____

Patrick Jensen Interim Chief Financial Officer Date _____
Print Name

Approved As To Forra

Stacey Sandoval 4/17/2023
Stacey Sandoval, Executive Director
Risk Management



Board Approved
June 15, 2022
Agenda Item B-44

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

California Teaching Fellows Foundation

575 E. Locust #302, Fresno, CA 93720

Vendor Name

559-224-9200

Address

Mike Snell

Phone Number

Vendor Contact

From: August 12, 2022

Through: June 8, 2023

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward/ Connie Cha

College & Career Readiness- Extended Learn 559-248-7560

Name

Site/ Dept

Telephone number

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

060-Various Dept-6010,2600,4124-1981-4000-5899

Annual Cost \$2,500,000.00

(Contract will not be authorized to exceed this amount w/o BOB 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:

California Teaching Fellow Foundation (CTFF) will provide up to 143 trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2022-2023 calendar at billing rate of \$23.10 per hour per CTFF tutor staff and \$26.72 for CTFF Assistant Lead staff for a maximum of 4 hours per day. At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, California Teaching Fellows Foundation staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified. A billing rate of up to \$32.90 will be charged for site leads with a maximum of 5.5 hours per day.

Date item is to appear on Board of Education Agenda:

6/15/22

Agenda Item #

(Contracts of \$15,000.00 or more) N.B. 2022

Reviewed & approved by Cabinet Level Officer:

Signed

Date

4/10/2023

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

4/17/2023

Please return signed contract to:

Christian Flores

Name

College & Career Readiness Extended Learning

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-Various Dept-6010,2600,4124-1981-4000-5899

District Contact Person: Jeremy Ward/ Connie Cha

Budget Manager Approval: _____

Contractor's Vendor Name: California Teaching Fellows Foundation

Contractor's Contact Person: Mike Snell

Contractor's Title: CEO

Contractor's Telephone Number: 559-224-9200

Contractor's E-mail: mike@ctff.us

Contractor's Address: 575 E. Locust #302, Fresno, CA 93720

Contractor's Taxpayer ID# or SSN#: 20-0359353

This Independent Contractor Services Agreement is made and entered into effective 08/12/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide MS

California Teaching Fellow Foundation (CTFF) will provide up to 143 trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2022-2023 calendar at billing rate of \$23.10 per hour per CTFF tutor staff and \$26.72 for CTFF Assistant Lead staff for a maximum of 4 hours per day. At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, California Teaching Fellows Foundation staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified. A billing rate of up to \$32.90 will be charged for site leads with a maximum of 5.5 hours per day. MS SS

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 08/12/22, and shall terminate on 06/08/23. There shall be no extension of the term of the agreement without express written consent from all parties. MS SS 23.63/29.63/32.90 \$3,600,000 MS SS
4. **Payment.** District agrees to pay Contractor at following rate of \$23.10/26.72 per hour, Not to exceed \$2,500,000. (Checks will be made payable to California Teaching Fellows Foundation. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. **Incidental Expenses.** ☐ Yes (See below) ☒ No, Vendor initial here MS
- 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): \$2,500,000 \$3,600,000 MS 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 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 MS District's initials [Signature]
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, 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 MS

District's initials [Signature]

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: California Teaching Fellows Foundation

Name: Miko Snell

Address:

575 E. Locust #302, Fresno, CA
93720

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

Jul 8, 2022

Date

CONTRACTOR

California Teaching Fellows Foundation


MS
3/27/2023

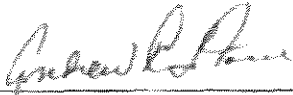
Name: Mike Snell

Title: CEO

3/23/22

Date

Approved As To Form:



*Andrew De La Torre, Executive Director
Benefits and Risk Management*

4/30/2022

Date

Approved As To Form



4/17/2023

*Stacey Sandoval, Executive Director
Risk Management*

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Addendum to Agreement with Crowe, LLP.

ITEM DESCRIPTION: Included in the Board binders is an addendum to agreement with Crowe, LLP. to continue to provide external auditing services for Fiscal years 2021/22 through 2025/26.

Crowe, LLP's original agreement was approved by the Board on January 12, 2022. Due to new and revised State Education Codes, amended auditing procedures will begin with the year ending June 30, 2023. The changes are as follows:

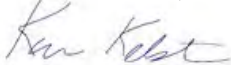
- Additions for 2022-23 onward:
 - Transitional Kindergarten
 - Home to School Transportation
 - Independent Study Certification for ADA Loss Mitigation
- Additions for 2023-24 onward:
 - Expanded Learning Opportunity Program (ELOP)
 - Home to School Transportation

Fee Changes:

Service	Original	Revised
District Financial Statement and Compliance Audit – 2023	\$138,000	\$143,000
District Financial Statement and Compliance Audit – 2024	\$141,500	\$149,500
District Financial Statement and Compliance Audit – 2025	\$146,000	\$154,000
District Financial Statement and Compliance Audit – 2026	\$152,000	\$160,000

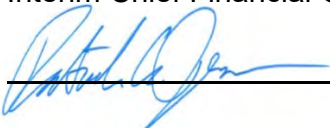
FINANCIAL SUMMARY: Sufficient funds are available in the Unrestricted General Fund as appropriate.

PREPARED BY: Kim Kelstrom,
Chief Executive



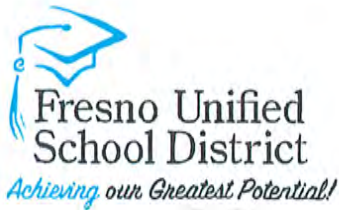
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Crowe LLP

400 Capitol Mall, Suite 1400 Sacramento, CA 95814

Vendor Name

Address

(916) 266-9572

Jeff Jensen

Phone Number

Vendor Contact

From: January 12, 2022

Through: June 30, 2026

Term (Duration)

FUSD Contract Administrator:

Kaleb Neufeld

Fiscal Services

(559) 4573552

Name

Site/Dept

Telephone number

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

Various

Annual Cost \$ ~~205,000.00~~

(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:

Renewal of the external auditing services agreement with Crowe LLP for 5 years for Fiscal years 2021/22-2025/26.

The services include the following:

- District's Financial and Compliance Audit
- Measure X and M Agreed Upon Procedures, Performance Audit
- Measure X and M Financial Bond Audit
- Joint Health Management Board Financial Audit

• **Additions for 2022-23 onward:**

- o Transitional Kindergarten
- o Home to School Transportation
- o Independent Study Certification for ADA Loss Mitigation

• **Additions for 2023-24 onward:**

- o Expanded Learning Opportunity Program (ELOP)
- o Home to School Transportation

Date Item is to appear on Board of Education Agenda:

04/12/2023
~~01/12/22~~

Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:


Signed

1/7/22
Date

Reviewed & approved by Executive Director, Risk Management:


Signed

1/6/22
Date

Please return signed contract to:

Florencia Ventura

Fiscal Services

Name

Department

Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective as of January 12, 2022 ("Effective Date"), is between **Fresno Unified School District**, with offices at 2309 Tulare Street, Fresno, California 93721 ("Client"), and **Crowe LLP**, an Indiana limited liability partnership with offices at One Mid America Plaza, Suite 700, Oakbrook Terrace, Illinois 60181 ("Crowe").

WHEREAS, Client desires to retain Crowe to provide certain Services, as will be further delineated in the Statements of Work ("SOWs") attached to this Agreement in accordance with the terms and conditions of this Agreement; and

WHEREAS, Crowe desires to perform such Services in accordance with the terms and conditions of this Agreement;

THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties to this Agreement mutually agree as set forth below.

- 1. Applicability of Terms.** These terms apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice. Services means various the professional services identified in any SOW to be performed by Crowe as set out in any Statement of Work. "Deliverables" means any work product to be delivered by Crowe to Client, including without limitation any reports. Each SOW will be a part of and is incorporated in this Agreement once executed by each party. Each SOW will identify a senior representative of Client's management responsible for determining the scope of the Services and will be responsible for reviewing, supervising, and approving Crowe's performance of Services ("Client Representative"); specific Services to be performed by Crowe; a schedule for completion of the Services; the fees and expenses to be paid by Client (e.g., hourly rate or fixed fee); and a list of the Deliverables, if any. Either party may elect not to accept an SOW. Any process for testing or acceptance of Deliverables will be set forth in the applicable SOW. Client hereby engages Crowe as an independent contractor to provide Services on a project-by-project basis to be set forth in executed Statements of Work. Only SOWs executed by the parties will be effective, and each SOW is a separate engagement. The parties agree that no third-party or organization is intended to rely on any Services rendered or Deliverables provided under this Agreement. Crowe will supply Client with the Services as described in an SOW. If there is any inconsistency between a term in an SOW and this Agreement, the term in the SOW will control, except that the terms and provisions of the Sections titled Disclaimer of Warranties, Liability, and Third-Party Indemnification will control over any inconsistent terms in an SOW and nothing in an SOW will be deemed to change or supersede the terms and provisions these Sections. Further, nothing in any SOW will be construed as modifying the responsibilities set forth in the Sections titled Crowe's Responsibilities or Client's Responsibilities unless such Section is specifically identified in the SOW. Any changes that affect the Services set forth in an SOW will be documented and agreed upon in writing by the parties. Because a change could affect the cost, schedule or other terms of an SOW, the parties must approve each change in writing before implementing the change. While a change is being reviewed and until the parties approve the change in writing, the parties will continue to proceed in accordance with the SOW then in effect. If Client requests that Crowe re-examine work previously performed, such re-examination will be Services separate from the previous SOW and will be performed under a separate SOW.
- 2. Client's Assistance.** For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested to perform the Services. Access to personnel and information are key elements for Crowe's successful completion of Services and setting of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

3. **Professional Standards.** As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.
4. **Reports.** Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.
5. **Confidentiality.** Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.
6. **Third Party Provider.** Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.
7. **Client-Required Cloud Usage.** If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.
8. **Data Protection.** If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with

professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

9. **Consumer Privacy.** In order to provide the Services in a particular SOW, Client may be disclosing to Crowe certain nonpublic personal information regarding its accounts, customers, and consumers. To the extent permitted by applicable law, Crowe will not disclose any such nonpublic personal information, except to Client and Crowe's employees and agents. However, in circumstances that fall under an exception in the regulations "Privacy of Consumer Financial Information" implementing the Gramm-Leach-Bliley Act, or other exceptions permitted by applicable law, Crowe may disclose or use such nonpublic personal information in the ordinary course of business to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards ("Safeguards") reasonably designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to provide for the proper disposal of nonpublic personal information regarding Client's customers or consumers.
10. **General Data Protection Regulation Compliance.** If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR. Crowe will reasonably cooperate with Client in responding to or addressing any request from a data subject, a supervisory authority with jurisdiction, or the Client, to the extent necessary to enable Client to comply with its obligations under GDPR as the Data Controller. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time at Crowe's then-current hourly rates. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any data subject request or other act that is required to be performed by Crowe as the Data Processor on behalf of Client as the Data Controller. Crowe shall promptly delete or procure the deletion of any EU Personal Data after the cessation of any Services involving the processing of Client's EU Personal Data. Notwithstanding the foregoing, Crowe may retain a copy of the EU Personal Data as permitted by applicable law or professional standards, provided that such EU Personal Data remain subject to the terms of this Agreement.
11. **Intellectual Property Ownership.** Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, Reports, or other know-how that it develops,

owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client may use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement. Nothing in this Agreement will be construed as an implied license to any intellectual property rights of one party to the other party, all such licenses, permission or uses will be expressly set forth in the Agreement or any applicable SOW. The foregoing ownership will be without any duty of accounting of one party to the other. Crowe will also retain ownership of all materials owned by Crowe prior to entering into this Agreement or developed by Crowe independently of this Agreement.

12. **Legal and Regulatory Change.** Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.
13. **Publication.** Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.
14. **Client Reference.** From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.
15. **No Punitive or Consequential Damages.** Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.
16. **Limit of Liability.** Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed two-times fees paid by Client to Crowe for the portion of the work giving risk to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.
17. **Indemnification for Third-Party Claims.** In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness, gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.
18. **No Transfer or Assignment of Claims.** No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.
19. **Term and Termination.**
 - a. This Agreement will be effective on the Effective Date, and will remain in effect until and unless terminated as set forth herein. This Agreement may be renewed for additional one-year terms by agreement of the parties.

- b. Either party may terminate this Agreement and discontinue Services at any time (including prior to completion of an SOW) for any reason, including convenience, upon ninety (90) days written notice to the other party. Further, the parties may mutually agree to terminate an SOW or this Agreement at any time for any reason. The termination of an SOW by either party without termination of the entire Agreement will not affect the other terms of this Agreement. Crowe may terminate this Agreement at any time for any reason consistent with applicable professional standards as determined by Crowe.
 - c. At Client's request and to the extent consistent with applicable professional standards, Crowe will assist Client, on a time and materials basis, in winding up any Services and/or in transitioning any Services to a new provider. Crowe will invoice Client for such amounts on a weekly basis, and Client will pay all such amounts upon receipt of Crowe's invoice.
 - d. Either party may terminate this Agreement immediately without notice if the other files for bankruptcy protection or has an involuntary petition for bankruptcy filed against it, becomes unable to pay its bills, sells or transfers property to creditors, is forced into receivership, has a liquidator or receiver appointed by the court, or is a part of any other similar legal proceeding, provided that termination is permitted by law.
 - e. Termination of the entire Agreement will terminate all SOWs unless the parties agree in writing. Paragraphs 3-5, 9, 11-16, 18, 20-24, 26 and 28-34 will survive termination of this Agreement for any reason.
20. **Time Limit on Claims.** In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.
21. **Response to Legal Process.** If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.
22. **Mediation.** If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Sacramento, California.
23. **Arbitration.** Any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Fresno, California (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. As a rule, the arbitrator(s) will not permit discovery, but the arbitrator(s) may authorize only limited discovery upon a showing of substantial need by a party. In no event will the arbitrator(s) permit a party to take more than six depositions, and no depositions

may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten (10) business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

24. **Choice of Law.** This Agreement, including any dispute arising out of or related to this Agreement, will be governed and construed in accordance with the laws of the State of California applicable to agreements made and wholly performed in that state, without giving effect to its conflicts of laws rules to the extent those rules would require applying another jurisdiction's laws. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and will not apply to this Agreement or any Services hereunder.
25. **Consent to Jurisdiction and Forum Selection.** Subject to the section on Arbitration, all court actions or proceedings arising from or relating to this Agreement will be tried and litigated exclusively in the state and federal courts located in Fresno County, California (or a location agreed in writing by the parties), and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive in nature. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument, and each party waives any objection to venue. Each party stipulates that the state and federal courts in Fresno County, California, will have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
26. **Software Usage.** If in connection with the Services described in this Agreement, Crowe needs to use software that requires separate licensing, separate software licensing and maintenance and support agreements will be provided and must be executed before Crowe begins work. As applicable, Crowe may use vulnerability scanning software to perform electronic scans of Client networks and/or "firewalls." If applicable, these scans will be made at Client's explicit request.
27. **Notices.** Any notice or demand required or permitted to be given under this Agreement will be in writing and will be deemed effective immediately upon the receipt thereof, as evidenced by a written record of delivery from (a) a nationally recognized overnight courier for the next business day delivery, (b) certified or registered mail or (c) a signed delivery receipt in the case of delivery by hand. All notices will be sent to:

If to Crowe:

Crowe LLP
One Mid America Plaza, Suite 700
Oakbrook Terrace, IL 60181
Attention: Jeff Jensen

Copy to:

Crowe LLP
One Mid America Plaza, Suite 700
Oakbrook Terrace, IL 60181
Attention: General Counsel

If to Client:

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Attention: Santino Danisi

Copy to:

Fresno Unified School District

Attention: [Legal Dept.]

28. **Force Majeure.** Except for payment obligations, neither party will be liable under this Agreement for any failure of or delay in performance of its obligations hereunder, if performance is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, governmental laws or regulations, or other similar causes beyond such party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of such event and only provided such party gives the other party prompt notice of such Force Majeure Event. During the pendency of any Force Majeure Event, the party affected will work diligently to cure the Force Majeure Event to the extent commercially reasonable. However, if the Force Majeure Event continues for thirty (30) consecutive days, the party not directly affected by it may terminate this Agreement immediately without penalty.
29. **No Construction Against Drafter.** The parties acknowledge that each has participated, and each has been represented by counsel, in preparation and execution of this Agreement, and for purposes of the rule of contract interpretation that construes a document against its drafter, neither Client nor Crowe nor their respective counsel will be considered the drafter of this Agreement or any SOW. Each party represents to the other that it has carefully read this Agreement, will carefully read each SOW, understands the Agreement's binding effect, and that it is voluntarily entering into this Agreement and each SOW.
30. **Severability.** The provisions of this Agreement will be severable and, if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, will continue in full force and effect as though such void provision had not been contained in it if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
31. **Waiver.** No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.
32. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.
33. **Notification of Non-Licensee Ownership.** Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.
34. **Non-Solicitation.** Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.
35. **Crowe Global Network.** Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or

liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

36. **Entire Agreement.** This Agreement and any SOWs attached hereto contain the entire understanding between the parties with respect to the subject matter hereof and supersede all previous written or oral understandings, agreements, negotiations, commitments, or any other writing or communications with respect to such subject matter.
37. **Counterparts.** This Agreement or any SOW may be executed in two or more actual or electronically copied counterparts, all of which together will be one and the same instrument and all of which will be considered duplicate originals. Signatures transmitted and received via facsimile, email, or other means of transmission will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties. Transmitted copies (reproduced documents that are transmitted via scanning, email, photocopy, facsimile or a process that accurately transmits the original) will be considered documents equivalent to original documents.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date by their respective authorized representatives.

Fresno Unified School District

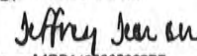
By: 

Printed Name: Santino Danisi

Title: Chief Financial Officer

Date: Jan 17, 2022

Crowe LLP DocuSigned by:

By: 

Printed Name: Jeffrey Jensen

Title: Partner

Date: January 6, 2022

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management



Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

January 12, 2022

Fresno Unified School District
2309 Tulare Street
Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2022.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- District Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements
- Schedule of Financial Trends and Analysis
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the Client's Net Other Postemployment Benefits (OPEB) Liability
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of the Client's Contributions

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its

Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to

Fresno Unified School District

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January 12, 2022

accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

FEES

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

District Financial Statement audit services for the years ending:

June 30, 2022	\$ 138,000
June 30, 2023	\$ 138,000 \$143,000
June 30, 2024	\$ 144,500 \$149,500
June 30, 2025	\$ 148,000 \$154,000
June 30, 2026	\$ 152,000 \$160,000

Audit of the Measure X financial statements for the years ending:

June 30, 2022	\$ 3,000
June 30, 2023	\$ 3,000

Audit of the Measure M financial statements for the years ending:

June 30, 2022	\$ 3,000
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Fresno Unified School District

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January 12, 2022

June 30, 2023	\$ 3,000
June 30, 2024	\$ 3,000
June 30, 2025	\$ 3,500
June 30, 2026	\$ 3,500

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

Fresno Unified School District

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January 12, 2022

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District

Crowe LLP



Signature

Santino Danisi

Printed Name

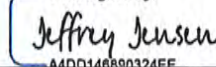
Chief Financial Officer

Title

Jan 17, 2022

Date

DocuSigned by:


A4D0146890324EE

Signature

Jeffrey Jensen

Printed Name

Partner

Title

January 5, 2022

Date

APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Addendum to Agreement with the Law Office of Rick Jensen

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with the Law Office of Rick Jensen for the provision of subrogation services related to Risk Management, Workers' Compensation, and Health Internal Services Funds.

The addendum provides for ongoing subrogation services for Risk Management, Workers' Compensation, and Health Internal Services Funds. Services include arbitration and litigation services to recover funds from insurance companies and other third parties for risk management, workers' compensation, and other health claims.

The Law Office of Rick Jensen's original agreement was approved on June 15, 2022, for \$40,000 for the period of July 01, 2022 through June 30, 2023. An increase of \$50,000 for a one-time, large subrogation settlement is needed for the remainder of the Fiscal year through June 30, 2023. The updated total agreement amount is \$90,000.

FINANCIAL SUMMARY: Sufficient funds of \$90,000 are available in the district's Liability and Workers' Compensation Internal Service Funds.

PREPARED BY: Stacey Sandoval,
Executive Director



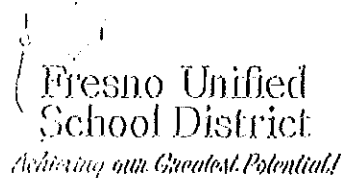
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Law Office of Rick Jensen

1322 E. Shaw, Suite 365, Fresno, CA 93710

Vendor Name

Address

(559)228-6181

Rick Jensen

Phone Number

Vendor Contact

From: July 1, 2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:

Andrew De La Torre

Benefits & Risk Management

457-3596

Name

Site/ Dept

Telephone number

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

680-0851-0880-0000-6000-5812

\$90,000.00

Annual Cost \$40,000.00

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:

Subrogation services related to the Risk Management, Workers' Comp. and Health Internal Services Funds.

Date item is to appear on Board of Education Agenda:


04/12/2023

~~06/15/2022~~

Agenda Item II

(Contracts of \$15,000.00 or more)


Reviewed & approved by Cabinet Level Officer:


Signed

04/27/2022

Date

Reviewed & approved by Executive Director, Risk Management:


Signed

7/13/2022

Date

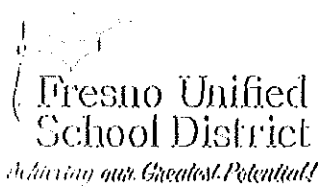
Please return signed contract to:

Mai Moua

Benefits & Risk Management 457-3645

Name

Department



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 680-0851-0880-0000-6000-5812

District Contact Person: Andrew De La Torre

Budget Manager Approval: Andrew De La Torre

Contractor's Vendor Name: Law Office of Rick Jensen

Contractor's Contact Person: Rick Jensen

Contractor's Title:

Contractor's Telephone
Number: (559)228-6181

Contractor's E-mail:

Contractor's Address: 1322 E. Shaw, Suite 365, Fresno, CA 93710

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").

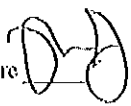
I. Contractor Services. Contractor agrees to provide _____


Subrogation services related to the Risk Management, Workers' Comp, and Health Internal Services Funds.

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 based upon a percentage of funds reimbursed to FUSD. The fee payments are based upon a sliding scale as follows: 25% of the first \$15,000.00, 15% of the next \$15,000.01-\$100,000.00 and 10% of all amount over \$100,000.01. Checks will be made payable to Rick Jensen at Law Office of Rick Jensen. 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): \$ ~~40,000.00~~ \$90,000.00 
- f. Other _____


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


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

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

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

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

Contractor's initials 

District's initials 

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, 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. 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 DE District's initials AD

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: Law Office of Rick Jensen

Name: Rick Jensen

Address:

1322 E. Shaw, Suite 365
Fresno, CA 93710

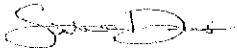
c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

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

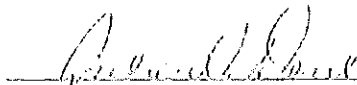


Santino Danisi, Chief Financial Officer

Jul 18, 2022

Date

Approved As To Form:



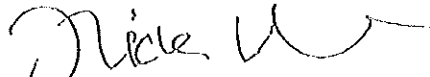
*Andrew De La Torre, Executive Director
Benefits and Risk Management*

7/13/2022

Date

CONTRACTOR

Law Office of Rick Jensen

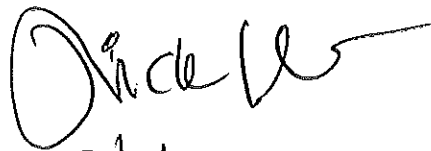


Name: Rick Jensen

, Title: Owner

7/20/2022

Date



3/9/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Benedict College

ITEM DESCRIPTION: Included in the Board binders is a request to approve an agreement with Benedict College. The district and Benedict College jointly support the fulfillment of dual credit coursework for our high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 eligible Fresno Unified high school students across three comprehensive high schools. Sunnyside, Edison, and Bullard, specifically in dual enrollment courses. The program will allow qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. The cost for the program is for two semesters (Fall 2022 at \$65 per one credit for 70 students) totaling and (Spring 2023 at \$65 per three-credit course for 63 students) with a total of \$16,835. Please see the attached Memorandum of understanding (MOU) and invoice for both fall and spring.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$16,835 are available in the College and Career Readiness budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Benedict College

1600 Harden Street, Columbia, SC 29204

Vendor Name

Address

(803) 705-4659

Dr. Janeen Witty

Phone Number

Vendor Contact

From: 9/20/2022

Through: 6/30/2023

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward/GPR

College and Career Readiness

559-248-7467

Name

Site/ Dept

Telephone number

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

Annual Cost \$ 16,835.00

(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:

Fresno Unified School District (FUSD) and Benedict College jointly support the fulfillment of dual credit coursework for FUSD high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 eligible FUSD high school students across three comprehensive high schools (Sunnyside, Edison, and Bullard), specifically in dual enrollment courses. The program allows qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. The cost is for two semesters (fall at \$65 per credit for 70 students and (Spring at \$65 per 3-credit course for 63 students) Total=\$16,835 - Please see attached Memorandum of Understanding (MOU) .

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

Date Item is to appear on **Board of Education Agenda:** 4/26/2023 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

[Signature]

4/10/2023

Signed

Date

Reviewed & approved by **Risk Management**

[Signature]

4/20/2023

Signed

Date

Reviewed & approved by **Department Head**

[Signature]

3/27/23

Signed

Date

Please return signed agreement back to (name/email) : gloria.ponce-rodriguez@fresnounified.org

Benedict College

Address: Office of Student Accounts
1600 Harden Street
Columbia, SC 29204

Phone: (803)705-4659
Fax: (803)705-6629
Email: Studentaccounts
@Benedict.edu

Statement

Statement #: Fresno-Spring2023

Date: March 8, 2023

Customer ID:

Bill To: Fresno Unified School District

2309 Tulare Street

Remittance Amount Enclosed: \$

Fresno, CA 93721

Date	Type	Invoice #	Description	Amount	Payment	Balance
3/8/2023	Tuition	Fresno2022S3	Tuition 63 students @ \$65 per credit hour for 3 credit hour course	\$12,285.00		\$12,285.00
Total						\$12,285.00

Reminder: Please include the statement number on your check.

Terms: Balance due in 30 days.

REMITTANCE	
Customer Name:	Fresno Unified School District
Customer ID:	
Statement #:	Fresno-Spring2023
Date:	March 7, 2023
Amount Due:	\$ 12,285.00
Amount Enclosed:	\$

Benedict College

Address: Office of Student Accounts
1600 Harden Street
Columbia, SC 29204

Phone: (803)705-4659
Fax: (803)705-6629
Email: Studentaccounts@Benedict.edu

Statement

Statement #: Fresno-Fall2022

Date: March 7, 2023

Customer ID:

Bill To: Fresno Unified School District

2309 Tulare Street

Remittance Amount Enclosed:

Fresno, CA 93721

Date	Type	Invoice #	Description	Amount	Payment	Balance
3/7/2023	Tuition	Fresno2022S2	Tuition 70 students @ \$65 per credit hour for 1 credit hour course	\$4,550.00		\$4,550.00
Total						\$4,550.00

Reminder: Please include the statement number on your check.

Terms: Balance due in 30 days.

REMITTANCE	
Customer Name:	Fresno Unified School District
Customer ID:	
Statement #:	Fresno-Fall2022
Date:	March 7, 2023
Amount Due:	\$ 4,550.00
Amount Enclosed:	\$ -

A MEMORANDUM OF UNDERSTANDING (MOU)
Between
BENEDICT COLLEGE and FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

This Memorandum of Understanding (MOU) between

Fresno Unified School District (FUSD) and Benedict College jointly support the fulfillment of dual credit coursework for FUSD high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 – 140 eligible FUSD high school juniors across three comprehensive high schools (Sunnyside, Edison, and Bullard), specifically in dual enrollment courses with intentions of developing and implementing future cohorts. The program allows qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. This MOU shall become effective **September 2022** and terminate in **July 2026** unless by a separate addendum, signed by both Parties, and will state modifications to the terms of this MOU.

The MOU Pilot program between Benedict College and FUSD outlines the responsibilities related to the dual enrollment for both Parties and the success of the first cohort of students. The MOU may expand to include an additional cohort of students and courses between Benedict and FUSD.

FUSD is the third largest school district in California, serving students from K-12th grades. FUSD has seven comprehensive high schools, three specialty magnet high schools, seventeen middle schools, and sixty-five elementary schools. FUSD is in the heart of California. It is California's third-largest unified school district, with 106 schools serving 74,000 students. The student population is diverse, with approximately one hundred languages and dialects.

Benedict College, a Historically Black College & University (HBCU) and a United Negro College Fund (UNCF) member college, was founded in 1870. Benedict College is a private co-educational liberal arts institution with over 1,700 students. Benedict College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and master's degrees. Five college degree programs hold national accreditation: Social Work, Environmental Health Science, Studio Art, Environmental Engineering, and the Tyrone Adam Burroughs School of Business and Entrepreneurship. The college is in Columbia, SC.

Dual Enrollment, also referred to as dual credit, is a primary term used to describe college-credit courses made available to high school students in which the student earns credit on both their college and high school transcripts. Students must pass a dual enrollment class with a letter grade of C or better to earn college credit. The grade earned will be part of the student's college academic record and high school transcript.

COLLABORATION: Benedict College and Fresno Unified School District recognize the objectives in common to serve and prepare students: (a) educating and training students in preparation for further education and future employment, (b) providing residents an opportunity to attend an HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increase college enrollment, and graduation within the African American community, and other communities.

Potential Outcomes for FUSD students:

- More likely to graduate from high school
 - Early HBCU college experience
 - Improve academic outcomes for students, particularly those from low-income households
 - More likely to transition to a four-year college (rather than a two-year college)
 - Less likely to take basic skills courses in college
 - More likely to persist in secondary education and transfer credits to other universities if desired
 - Accumulating more college credits
- (Source: The James Irvine Foundation, 2012)

PARTIES:

Benedict College, hereinafter also referred to as Benedict, and the Fresno Unified School District, also referred to as "FUSD," collectively referred to as "Parties."

RECITALS:

1. WHEREAS Parties to this MOU desire to engage in a mutual partnership to provide dual credits and foster increased educational opportunities for FUSD students attending Benedict College.
2. WHEREAS, Fresno Unified School District and Benedict College have qualified staff, faculty, teachers, materials, resources, and equipment to provide the services outlined by this MOU.
3. WHEREAS Parties to this MOU provide students with guidance and support to meet the criteria to enroll in dual credits at Benedict College. This MOU accentuates the commitment of both agencies to improving the educational attainment of FUSD students and reinforces the collaboration necessary to achieve this level of success to matriculate to higher education.
4. WHEREAS Fresno Unified School District and Benedict College agree that dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Benedict College.
5. WHEREAS The MOU allows the release of personally identifiable student information as authorized under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records, as well as the parallel provisions of California Education Code § 49076. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
6. WHEREAS under FERPA laws permits the release of personally identifiable student data without prior written parental or student consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted," (20 USC 1232g (b)(1)(F); See, accord, California Education Code § 49076(a)(2)(E).) 6.

7. WHEREAS FERPA further permits the release of personally identifiable student data without prior written parental or student consent if the release is to authorize representatives of State and local educational authorities for the purpose of auditing or evaluating a Federal or State-supported educational program. (20 USC 1232g(b)(1)(C), (b)(3) and (b)(5); see accord, California Education Code § 49076(a)(1)(C).) The FERPA implementing regulation at 34 CFR § 99.31(a)(3) allows schools to disclose student records, subject to the requirements of 34 CFR § 99.35, without parental or student consent to: Authorized representatives of State and local educational authorities (the “audit or evaluation exception”).

TERMS

NOW, THEREFORE, In consideration of their mutual covenants and conditions, Parties hereto agree to work together to implement this MOU as follows. This MOU shall become effective **September 2022** and terminate in **July 2026** unless by a separate addendum, signed by both Parties and will state modifications to the terms of this MOU.

The FUSD agrees to:

- Identify academically promising students in the 10th grade who are rising juniors who are eligible to receive the designation of participating in the dual credit program between FUSD and Benedict College.
- College credit shall be awarded upon completing the dual credit course requirements and will become part of the student’s official college transcript. The award of college credit will follow appropriate accreditation standards by Benedict College and California colleges.
- High School credit shall be awarded upon completing the dual credit course requirements and will become part of the student’s official high school transcript. The award of dual credit will follow appropriate accreditation standards by the California Department of Education and FUSD.
- If a student wishes to appeal a grade, they must follow the Benedict grade appeal/change of grade policy published in the current Benedict Student Handbook.
- Identify one teacher from each high school to facilitate the dual credit courses online. Teacher responsibilities will include but are not limited to taking roll and managing the classroom while the instructor from Benedict is conducting the course.
- The high school counselor and designated teacher for the program will be the primary contact for students; they will disseminate information to students concerning the program, policies, procedures, and implement the program set forth by both parties.
- The FUSD Step Up coordinators, counselors, and champion teachers will convene and determine student eligibility for admission and continued enrollment throughout the program.

- Dual credit courses. The FUSD Step Up Leadership Team will determine the final selection of desired courses for the program.
- FUSD coordinator will provide oversight and arrange the scheduling to permit meetings (at least monthly) of student participants in the program to support them in progressing through the dual enrollment curriculum.
- The district will take reasonable steps to ensure that each student meets the designated academic performance level, which entitles the student to retain the dual credit designation.
- Ensure grades and student withdrawals are reported according to Benedict's academic calendar.
- Communicate process for admission and registration to students and parents.
- Provide the facilities or virtual (depending on COVID Pandemic) for FUSD to host an information session for students who have been accepted into the dual course program. The program is geared to support and inspire students to learn more about matriculating into higher education.
- Assist a cohort of seventy students with completing a comprehensive admission application if they decide to attend Benedict.
- FUSD will pay for textbooks for students enrolled in the program and select three teachers to support and maintain the classroom structure, technology, attendance, and other tasks within the scope of the teaching position for the STEP-UP dual enrollment program.
- Official transcripts for each student will be available to the Benedict College team before course scheduling.
- Students below a 2.0 Grade Point Average (GPA) in high school semester courses are not eligible to participate in the dual enrollment program.
- Students must earn a minimum grade of "C" in each Benedict course to enroll in each subsequent course at Benedict.
- The first course to start with is a first-year College Experience course (1 credit) that may or may not be transferable to the university the student will attend. This course is recommended so that students are successful within the program. Historically, the First-year Experience course has proven to be successful and is offered at most HBCUs (Historically Black Colleges & Universities) as additional support and serves as a retention and strategy tool for first-generation students.
- First-year general education courses such as math, English, and history will be part of the dual credit program. These courses are transferable to colleges and potentially reduce college costs for students attending a college or university.

- Additional dual credits will be determined by both parties in Science, Technology, Engineering, and upper-level Math (STEM) in 2023 or 2024.
- Site leaders will receive continuous professional development in understanding cultural relative practices and resources to best serve African American students.

Benedict College agrees to:

- Conduct orientation sessions for FUSD students, parents, and staff.
- Assign a qualified faculty member to provide instruction for each dual enrollment course.
- Adjust the beginning and ending dates of each course in accordance with the FUSD calendar.
- Provide technical and administrative support to each student to ensure access to online course materials.
- Assign a Benedict College email address and a learning management account to each FUSD student enrolled in the program.
- Identify a Student Success Specialist as the main contact for FUSD students.
- Provide learning materials and support services, such as tutoring, for each enrolled FUSD student.
- Provide accommodations for students who self-identify and who submit appropriate documentation.
- Provide support and coordinate sit-in classroom attendance for FUSD students while visiting Benedict College during the FUSD College Tour scheduled for April 6, 2023.
- Transmit the mid-term and final grades to FUSD through the appropriate channels.
- Provide access to class attendance and grade book records via the learning management system to FUSD staff in accordance with Benedict and FUSD policies.
- Provide one complimentary official transcript per student per semester upon the request of the student
- With appropriate release and FERPA documents in place, Benedict College will send transcripts to FUSD at the end of each academic term.
- If students drop a course before the deadline date set by Benedict College, they will not be penalized or charged.
- If a student drops a course after the deadline for dropping courses, the district will be penalized to pay charges. The dual enrollment students must adhere to the academic deadlines set by Benedict College.

- During Summer 2023, the team will conduct a full assessment and use the findings to adjust for improvements and expansion. A virtual summer bridge program will be developed based on the assessment for implementation in 2024.

PROGRESS AND MONITORING

- Student Success Specialist will host bi-weekly check-in meetings with champions.
- Student Success Specialist will be available weekly for virtual office hours to address student concerns, questions about course content, and overall classroom performance.

TRANSCRIPTS AND GRADES:

- If a student disputes a grade and appeals for grade change consideration that is justified due to unavoidable circumstances or extenuating situations, both (Benedict and FUSD) will need evidence and a written appeal from the student supported by their respective champion. If a grade change is approved by Benedict College, Benedict's official transcript will need to be sent to FUSD's district official and College and Career Readiness to make corrections on high school transcript.

INCOMPLETE GRADES: An Incomplete (I) is given, upon approval of the Benedict faculty member and the FUSD Champion, when documented illness, excused absences, or other legitimate reasons prevent the student from completing the course. Incompletes are normally only considered for students who have completed at least 60% of the course requirements. If the student is prevented from completing the course, taking the final examination, or completing a major class project on time, the Champion may request an "I" designation from the instructor. The FUSD champion must complete the Incomplete Grade Request Form and it must be approved by the department chair and dean. The form lists all the requirements that the student must complete to remove the "I" designation by the dates designated. An Incomplete that is not adjusted during the allotted period becomes a failing grade of "F" unless the champion requests an extension, based upon extenuating circumstances. The form must be submitted to the Registrar's Office at the time that grades are submitted for the "I" to be accepted officially. The student is obligated to complete the requirements as outlined on the Incomplete Grade Request Form within two weeks from the time of approval (policy adapted from the Benedict College Handbook).

- The student cannot wait until the end of the semester to request any incomplete class work due to internet or technical difficulties at the end of the semester.
- FUSD will accept official mid-term and final grades from Benedict's Registrar.
- Benedict is responsible for maintaining a dual credit student's college transcript.

COST: The funding obligation of FUSD under this MOU for dual credits is \$65 per semester credit hour. Students can earn up to 13 credits at \$65 per credit.

INSTRUCTION: Each dual enrollment course will be in a synchronous, virtual format (via Microsoft Teams). Recordings will be provided to all students within 48 hours of each class session. A minimum of 15 clock hours of instruction will be provided for each semester credit hour. During classroom instruction, students must keep their cameras on via virtual instructional platforms. When attending class virtually, students are not allowed to wear head coverings other than those allowed for religious purposes. Students will have access to "Passport to Canvas" to receive training and to learn how to navigate the Benedict College portal, classroom instruction, and other applications. The following are the recommendations for the students in Cohort 1 of the Step-Up Program who will begin the 2022-2023 academic year:

- FA22 AA 111 - The College Experience I
- SP23 HIST 130 - African American History
- FA23 ENG 131 – Analysis Argumentation
- SP 24 ENG 237 - Oral Communication

FA =Fall Semester

SP =Spring Semester

DATA SHARING

1. The Parties shall use the Data only for the purpose described in the MOU. FUSD and Benedict College shall not use the Data for personal gain or profit of any individual; it is understood and acknowledged that the successful conclusion of the dual enrollment initiative contemplated by the MOU should be beneficial to all Parties and their students.
2. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed so unauthorized persons cannot retrieve or alter the information using a computer, remote terminal, or other means.
3. The Parties shall employ qualified personnel that are proficient and experienced in managing and securing confidential data ("Qualified Personnel"). The Parties agree to restrict distribution of personally identifiable matched data to Qualified Personnel, with the understanding that personally identifiable information will be released only for the purposes established in the MOU.
4. The Parties acknowledge and agree that any Data disclosed under the MOU remains the property of the disclosing Party. As such, the Parties further agree that Data files shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, in compliance with 34 CFR §99.31(6)(iii)(B); §.99.35 (b)(2) or upon expiration or termination of the MOU as set forth below. In accordance with the requirements of 34 CFR § 99.31(b)(6)(iii)(C)(4) and § 99.35(a)(3)(iv), the Parties agree that upon the occurrence of an event that triggers a duty to destroy or return data as set forth above, the Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the occurrence.

STUDENT CONDUCT AND SUSPENSIONS: Students in the program are subject to appropriate disciplinary sanctions, ranging from a verbal or written warning to suspension and

expulsion from FUSD. If a student is recommended for suspension or expulsion, Benedict College administration will be notified within one business day. Before deciding to drop a student from the program, the FUSD staff and Benedict's administration will work with the school site leaders to determine appropriate action. The district's commitment to maintaining an environment that recognizes and supports the rights of its students while providing a guide for defining behaviors that FUSD and Benedict consider inappropriate and grounds for suspension will be finalized by both Parties. After a decision is finalized, students who participate in the Step-Up Pathway and who receive a sanction of suspension or expulsion from FUSD will be dropped from the Step-Up Pathway program. Both parties will hold a hearing if the student appeals for reinstatement.

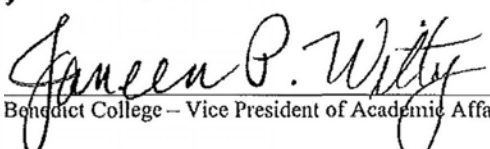
MODIFICATION: Any subject of this MOU may be modified with the written consent of both parties. The designated Benedict College official and designated school district official may review and revise the agreement to continue this partnership after a full assessment and use the findings to adjust for improvements and expansion.

ASSIGNMENT: No Party hereto shall assign, transfer nor subcontract this MOU nor their rights, burdens, duties, or obligations under this MOU without the other party's prior written consent.

LIABILITIES OF PARTIES: Dual credit status shall neither enhance nor diminish on/off-campus liabilities for the College or School District. Management of risk and liabilities shall follow the College and School District policies and codes of conduct.

IN WITNESS THEREOF, the parties FUSD have executed this MOU in Fresno, California, and parties of Benedict College have executed this MOU in Columbia, South Carolina.


Benedict College – President


Benedict College – Vice President of Academic Affairs

Fresno Unified School District - Patrick Jensen, Interim Chief Financial Officer

Fresno Unified School District –Assistant Superintendent of
College and Career Readiness

Approved As To Form


Stacey Sandoval, Executive Director
Risk Management

4/20/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 BLDG Services

ITEM DESCRIPTION: Included in the Board binders is an agreement with BLDG Services. The district needs collaborative space and to access multiple conference rooms for meeting regularity.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$113,665 are available in the Chief Academic Officer Budget.

PREPARED BY: Dr. Natasha Baker,
Chief Academic Officer

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number

BLDG Services, LLC.,

2721 Ventura, Fresno California 93721

Vendor Name

559-500-9881

Address

Beth Mily

Phone Number

Vendor Contact

From: 4/27/2023

Through: 4/30/2024

Term (Duration)

FUSD Contract Administrator:

Dr. Natasha Baker

Ed Ctr/ Chief Academic Office 559-457-3731

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0500-0601-1110-2400-5600

Annual Cost \$ 113,666.00

(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:

Bitwise 41 will provide us Suite# 009. Access to multiple conference rooms.

Please indicate where the work will be performed: Choose Best Description

Date Item is to appear on Board of Education Agenda: 04/26/23 Will this contract be submitted with Bundled Contracts? No ☒
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

N. Baker

4/3/2023

Signed

Date

Reviewed & approved by Risk Management

Shane H. S.

4/17/2023

Signed

Date

Reviewed & approved by Department Head

N. Baker

4/3/2023

Signed

Date

Please return signed agreement back to (name/email) : Elvira G/elvira.galaviz@fresnounied.org

COMMERCIAL SUBLEASE

Name of Facility: Bitwise 41

Address of Facility: __2600 Ventura, Fresno California, 93721

_X_2721 Ventura, Fresno California, 93721

__700 Van Ness, Fresno California, 93721

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EXHIBITS

- A: LOCATION OF PREMISES**
- B: COMMON AREA**
- C: EXISTING EXCLUSIVES AND USE PROHIBITIONS**
- D: NOTICE OF SUBLEASE TERM DATES**
- E: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**
- F: RULES AND REGULATIONS**

SUBLEASE

As of the Effective Date (as defined below) and in consideration of the Rents and covenants hereinafter set forth, Sublandlord (as defined below) hereby leases to Subtenant (as defined below), and Subtenant hereby leases from Sublandlord, the following described Premises within the Facility upon the terms and conditions that follow. As used in this Sublease, the term "Parties" shall refer collectively to the Sublandlord and the Subtenant. The term "Party" shall refer to either the Sublandlord or the Subtenant as the use of the term dictates.

ARTICLE 1

FUNDAMENTAL LEASE PROVISIONS

1.1 Sublandlord: BLDG Services, LLC, a California limited liability company

1.2 Subtenant: Fresno Unified School District

1.3 Effective Date (Section 3.1) April 27, 2023

1.4 Description of Premises (Sections 2.1, 2.2). Bitwise 41, Suite 009.

1.5 Permitted Use of Premises (Section 4.1). General Office Use.

Notwithstanding the foregoing, in no event shall Subtenant use the Premises in violation of Section 4.2 and the Existing Exclusives and Use Prohibitions, if any, set forth in Exhibit C.

1.6 Sublease Term (Section 3.2). Commencing on the Rent Commencement Date if such date is the first day of the month, otherwise, the first day of the following calendar month and expiring on the last day of the month Twelve (12) months thereafter April 30th, 2024 ("Expiration Date"), subject to potential earlier termination or extension as set forth in this Sublease.

1.7 Rent Commencement Date (Section 5.1). Rent shall commence on the date the Premises are delivered to the Subtenant.

1.8 Initial Monthly Rent* (Section 5.2). The monthly rent shall be nine thousand four hundred seventy two and ten cents (\$9472.10). If the Rent Commencement date is other than the first day of the month then the first partial month's Rent shall be prorated based on the number of days remaining to the end of the month times the number of days in the month.

* This is a gross rent unless otherwise specified herein. The Monthly rent includes a purchase of furnitures and fixtures in the amount of \$22,665.20 and Tenant Improvements charges in the amount of \$1000 (detailed in Exhibits G and H)

1.9 Rent Increases. (Yes ___/No_X_). [If this is checked yes then insert a rent increase schedule here by months]

1.10 Security Deposit (Yes _X_/No___). If checked Yes, then a Security Deposit of nine thousand four hundred seventy two and ten cents (\$9472.10) is due on the Effective Date of the Lease.

1.11 Options (Yes ___/No__X_) (If checked Yes see Section 3.7).

1.11a Rent Increases During Option Periods. [If 1.11 is checked yes then insert a rent increase schedule here by months during the option period]

1.12 Contact for Notices (Section 18.16).

To Sublandlord:

BW Industries, Inc.
Attn: Sandi Olguin
Address: 700 Van Ness Avenue
City/State/Zip: Fresno, California 93721
Phone: 559-500-9881
E-Mail: solguin@bitwiseindustries.com

To Subtenant: Fresno Unified School District

Attn:CAO - Dr. Natasha Baker
Address:2309 Tulare Street
City/State/Zip:Fresno, California, 93721
Phone:559-457-3731
E-Mail:Natasha.baker@fresnounified.org

1.13 Guarantors (Yes ___/No__X_). [If there are Guarantors, a separate guarantee will need to be executed.]

1.14 Broker(s) (Section 18.10):

Sublandlord Broker: N/A

Subtenant Broker: N/A

The foregoing provisions of this Article 1 summarize for convenience only certain key terms of the Sublease delineated more fully in the Articles and Sections which follow. In the event of a conflict between the provisions of this Article 1 and the balance of the Sublease, the latter shall control.

1.15 Master Lease. The Parties acknowledge that this Sublease is made under the terms and conditions set forth in the Master Lease dated November 1, 2019 between the Sublandlord and DURANT ENTERPRISES, L.P. a California limited partnership and BALTARA ENTERPRISES, L.P., a California limited

partnership ("Master Landlord"), as may be amended from time to time. This Sublease is subject to and subordinate to that Master Lease. If there is any inconsistency between the requirements of this Sublease and the Master Lease as it applies to the Parties, the Master Lease shall control.

ARTICLE 2

PREMISES

2.1 Sublease of Premises. Subject to the Master Lease, Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, as of the Effective Date, at the Rent and upon the covenants and conditions hereinafter set forth, the commercial space referred to herein as the Premises and described above.

2.2 Description of Facility. The Premises are contained within a larger facility ("Facility") which the Sublandlord leased to one or more other Subtenants. The Subtenant acknowledges that the current configuration of the Facility is tentative and that Sublandlord has the right at any time to expand, reduce, remove, demolish, renovate or construct any existing or new improvements in the Facility, including those in the Common Area. This includes changing other Subtenant spaces and the Subtenants and Subtenant mix itself. Notwithstanding the foregoing, Sublandlord agrees in connection with any such actions:

- (i) to use Sublandlord's commercially reasonable efforts not to interfere with the conduct of Subtenant's business from the Premises or ingress or egress to and from the Premises;
- (ii) not to change, without Subtenant's consent (which shall not be unreasonably withheld), the primary access points to and from the Premises; or
- (iii) make any other changes, without Subtenant's consent (which shall not be unreasonably withheld), which would have a materially adverse effect on Subtenant's use of or access to the Premises.

2.3 Common Area. In addition to the Premises, Subtenant shall have the right in conjunction and cooperation with all other Subtenants to the use and enjoyment of the Common Area in and around the Facility. The current Common Area are shown on Exhibit B.

2.4 Right to Relocate. During the Term, the Sublandlord retains the right to relocate the Subtenant within the Facility, provided that the new space is of similar quality and sufficient size. To the extent the location is not as desirable to the Subtenant or is reduced in size, the Sublandlord and Subtenant may discuss adjustment in the monthly Rent. All direct costs related to any such relocation shall be at the expense of the Sublandlord.

ARTICLE 3

TERM

3.1 Effective Date. The date when both Parties have executed this Sublease shall for all purposes be the “Effective Date.”

3.2 Sublease Term. This Sublease shall become legally binding as of the Effective Date and shall remain in full force and effect thereafter until the Expiration Date, unless sooner terminated as provided in this Sublease. Said Sublease Term shall commence on either the Rent Commencement Date if such date is the first day of the month, or, in all other cases, on the first day of the calendar month following the Rent Commencement Date. For purposes of this Sublease, the term “Sublease Year” shall mean each consecutive full twelve (12)-month period during the Sublease Term; provided, however, that the first Sublease Year shall commence on the Rent Commencement Date if such date is the first day of the month, or, in all other cases, on the first day of the calendar month following the Rent Commencement Date.

3.3 Acceptance of the Premises. Sublandlord agrees to deliver to Subtenant, and Subtenant agrees to accept from Sublandlord, possession of the Premises on the Delivery Date (as defined in this Section). As used herein, the term “Delivery Date” shall mean the date Sublandlord has delivered:

(i) an original, fully executed Sublease to Subtenant; and

(ii) the Premises to Subtenant ready for it to be occupied.

3.4 Possession Date; Projected Opening Date; Delayed Possession. It is currently anticipated that Sublandlord will deliver possession of the Premises to Subtenant with Sublandlord’s Work Substantially Completed on or prior to the date which is zero (0) days after the Effective Date (“Required Delivery Date”). Subject to force majeure and Subtenant delays, if Sublandlord does not deliver the Premises to Subtenant in the condition required herein by the date which is ninety (90) days after the Required Delivery Date (“Extended Delivery Date”), Subtenant may immediately terminate this Sublease without penalty or further obligation by providing written notice to Sublandlord within ten (10) days after the Extended Delivery Date. See Exhibit D which will be delivered to Subtenant after the possession is delivered.

3.5 Holding Over. If, after the expiration or earlier termination of the Sublease Term, Subtenant remains in possession of the Premises without Sublandlord’s express written consent, Subtenant shall become a Subtenant from month-to-month only (terminable upon thirty (30) days’ notice by either Party), upon all of the provisions of this Sublease (except as to Term and Rent), but the monthly installments of the Rent payable by Subtenant shall be increased to one hundred twenty-five percent (125%) of the monthly installments of Rent payable by Subtenant at the expiration of the Sublease Term, prorated on a daily basis. Acceptance by Sublandlord of Rent after such expiration or earlier termination shall not result in a renewal or extension of this Sublease. The provisions of this Section are in addition to and do not affect Sublandlord’s right of re-entry or any other rights of Sublandlord hereunder or as otherwise provided by law.

3.6 Surrender of the Premises. At the expiration of the Sublease Term or earlier termination of the Sublease, Subtenant shall remove all of its Personal Property (as defined in Article 9 below) from the

Premises and surrender possession of the Premises to Sublandlord in broom clean condition and good state of repair, except ordinary wear and tear, damage or destruction covered by Article 12, and any repair Sublandlord is obligated to perform pursuant to the Sublease.

3.7 Options to Extend the Sublease. (If and only if Section 1.11 is checked “Yes,” then this Section applies to the Sublease). The Subtenant shall have __ (__) options to extend the Sublease (“Option”). Each Option shall extend the Sublease an additional _____ (__) months. In order to exercise an Option, the following must be true:

- (i) the Subtenant is not in default under any term or condition of the Sublease;
- (ii) the Subtenant has notified the Sublandlord in writing at least one hundred twenty (120) days prior to the end of the current Term of the exercise of the Option;
- (iii) the terms and conditions of this Sublease shall continue to control the relationship of the Parties during any Option period; and
- (iv) the Rent shall, during the Option periods, be based on the amounts shown in Section 1.11a.

ARTICLE 4

POSSESSION, USE AND OPERATION

4.1 Permitted Uses. Subtenant shall use the Premises solely for the purpose or purposes specified in Section 1.5 and for no other purpose whatsoever (“Permitted Uses”) and shall operate its business on the Premises within those Permitted Uses.

4.2 Duties and Prohibited Conduct. Subtenant shall not use, or suffer or permit any person or persons to use, the Premises for:

- (i) the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any goods and/or services which, in the sole discretion of Sublandlord, are inconsistent with the image of the Facility;
- (ii) conducting an auction, distress, fire, bankruptcy or going-out-of-business sale;
- (iii) causing or permitting waste to occur in the Premises;
- (iv) depositing its trash and rubbish in other than those receptacles provided by Sublandlord;
- (v) (unless otherwise permitted by this Sublease) keeping live animals of any kind;
- (vi) advertising by means or any medium that can be heard or experienced outside the Premises; and
- (vii) displaying or selling merchandise on place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises.

Except as otherwise provided herein, Subtenant shall, at its cost, comply with all laws relating to the use, occupancy, maintenance, repair and alteration of the Premises. As to its leasehold estate, Subtenant and all persons in possession thereof will conform to and will not violate the terms of any matters of record affecting the realty underlying the Premises, whether now existing or hereafter created. Subtenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises. At Subtenant's sole expense, Subtenant shall procure, maintain and hold available for Sublandlord's inspection any governmental license or permit required for the proper and lawful conduct of Subtenant's business.

4.3 Deliveries. Deliveries to the Facility by third parties shall be handled by the Sublandlord and delivered to the Subtenant by the end of business each business day (provided that the delivery is received no later than 2:00 p.m.). If, however, a delivery is 45 pounds or larger, the Subtenant will need to make its own arrangements for delivery to the Subtenant.

4.4 Opening for Business and Operating Covenant. If, and only if, Subtenant is operating a retail business from the Premises, Subtenant covenants and agrees that it shall open for business to public, fully stocked and fixtured within sixty (60) days after the Delivery Date, and from and after such opening shall continuously and uninterruptedly:

- (i) operate and conduct within the Premises the business which it is permitted to operate and conduct as set forth in Section 1.5, except while the Premises are untenable by reason of fire or other casualty;
- (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel to service and supply the usual and ordinary requirements of its customers; and
- (iii) maintain regular hours of business consistent with other Subtenants in the Facility.

4.5 Sign Criteria. Subtenant shall not place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside, on or within twenty-four inches (24") of the store front, the glass panes and supports of the windows, or any window or door of the Premises, or anywhere within, on or about the Premises that may be viewed from the other portions of the Facility, except such signs as Sublandlord, in its reasonable discretion, shall approve in writing. In the event that a Subtenant wishes to have signage exterior to the Facility, it must be ordered through the Sublandlord and approved by the Sublandlord. The cost of such signage and its installation shall be at the expense of the Subtenant. Subtenant's exterior signage (and its graphics, materials, color, design, lettering, lighting, size, specifications and exact location of such sign) shall be consistent with the Sign Criteria, rules and regulations governing the Facility, and shall be subject to all applicable local governmental laws, rules, regulations, codes and other approvals. The cost to design, install (including, without limitation, any hook-up fees or permits), operate and maintain Subtenant's exterior identification signage shall be paid for by Subtenant. Subtenant shall also be required, at the expiration or earlier termination of the Sublease, to pay the Sublandlord's costs for the removal of any of Subtenant's exterior identification signage (and repair costs for any damage to the Premises or the building of which the Premises are a part caused by such removal).

4.6 Interior Window Signage. Subtenant shall have the right to place signage on the interior windows and facade of the Premises, whether visible or not from the exterior ("Interior Signage"), provided Subtenant's Interior Signage is:

- (i) of professional quality;
- (ii) presented in a first-class manner;
- (iii) consistent with the majority of Subtenant's similar leases nationwide, if any;
- (iv) consistent with the Sign Criteria, rules and regulations governing the Facility; and
- (v) subject to all applicable local governmental laws, rules, regulations, codes and other approvals.

4.7 Rules and Regulations. Subtenant further covenants and agrees that Subtenant shall: (i) not make any use of the Facilities; (ii) use its diligent efforts not to permit any of its officers, employees, agents, servants or contractors to use; and (iii) use its reasonable efforts not to permit its customers to use the Premises or Common Area (as defined in Section 2.3 above) or any part thereof for any use or purpose contrary to the provisions of the rules and regulations set forth in Exhibit F attached hereto, or any other non-discriminatory rules and regulations reasonably promulgated by Sublandlord in connection with Subtenant's use of the Premises for the Permitted Use (collectively, "Rules and Regulations") or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Facility. Notwithstanding the foregoing, Sublandlord agrees that the Rules and Regulations shall not be discriminately enforced against Subtenant, nor materially increase Subtenant's obligations or materially decrease Subtenant's rights under this Sublease.

ARTICLE 5

RENT

5.1 Rent Commencement Date. Subtenant's obligation to pay any amount of Rent under this Sublease shall commence upon the Rent Commencement Date.

5.2 Minimum Monthly Rent. Subtenant agrees to pay as Rent specified in Section 1.8 for the use and occupancy of the Premises. Subtenant shall pay this monthly in equal installments during each year, in advance, on the first day of each calendar month, without setoff, deduction, prior notice or demand. Should the Rent Commencement Date occur on a day other than the first day of the calendar month, then the Rent for such first fractional month shall be paid on the Rent Commencement Date and shall be computed on a daily basis for the period from the Rent Commencement Date to the end of such calendar month for each such day through the end of the month divided by the number of days in that month, and thereafter shall be computed and paid as aforesaid.

5.3 Interest on Late Payments; Late Charge. If Subtenant fails to pay, within ten (10) days after the same is due and payable, the Rent or any additional amounts that come due to the Sublandlord, if any,

such unpaid amounts shall bear interest at the Interest Rate (as defined in Section 18.7 below) from the date due to the date of payment. In addition to such interest, Subtenant acknowledges that the late payment by Subtenant of any Rent will cause Sublandlord to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which are extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative, collection, processing and accounting costs and expenses. Therefore, if any such installment of Rent is not received by Sublandlord from Subtenant by the tenth (10th) day after such Rent is due,

(i) Subtenant shall immediately pay to Sublandlord a late charge of five percent (5%) of Rent due or any additional amounts then due; and

(ii) all unpaid amounts of Rent and any additional amounts due shall, at Sublandlord's option, thereafter be payable in the form of a certified or cashier's check.

Sublandlord and Subtenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Sublandlord for its loss caused by Subtenant's nonpayment. Should Subtenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of Rent and any additional amounts due, Sublandlord's acceptance of this late charge shall not constitute a waiver of Subtenant's default with respect to Subtenant's nonpayment nor prevent Sublandlord from exercising all other rights and remedies available to Sublandlord under this Sublease or under law.

5.4 Address for Payments. Subtenant shall pay all Rent and other payments to Sublandlord at 700 Van Ness Blvd., Fresno California 93721, or at such other place as may from time to time be designated by Sublandlord in writing at least ten (10) days prior to the next ensuing payment date. The Subtenants can also make payments electronically through Appfolio.

ARTICLE 6

UTILITIES & SERVICES

6.1 Basic Utility and General Services. Sublandlord agrees that it will make available to Subtenant basic utilities (electricity, internet, garbage, janitorial and HVAC) (hereinafter collectively referred to as "Utilities/Services") to the Premises or, at Sublandlord's sole option, to a central distribution point outside the Premises. These costs are paid by the Sublandlord and are included in the Rent.

6.2 Additional Utilities or Services. If the Subtenant requires additional utilities or services beyond those describe above or that are specialized, it shall request them through the Sublandlord and either the Sublandlord will supply them or will direct the Subtenant to contract directly for those additional utilities or services. In any case of additional utilities or services, they shall be paid for by the Subtenant.

6.3 No Sublandlord Liability for Interruption of Service. Sublandlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of Utilities/Services to the Premises. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Subtenant or entitle Subtenant to terminate this Sublease or withhold payment of any Rent due under this Sublease.

6.4 Rent Abatement. Notwithstanding any other provisions of this Sublease, in the event there is an interruption of essential (denying reasonable access to operational requirements) Utilities/Services ("Essential Services") to the Premises by reason of negligence or willful misconduct by Sublandlord or Sublandlord's employees, contractors or agents, which interruption prevents Subtenant from using the Premises for the conduct of its business for a period in excess of five (5) consecutive business days, and provided Subtenant does not occupy the Premises during such period, then Subtenant shall be entitled to abate the payment of Rent due pursuant to the terms of this Sublease for a period commencing on the sixth (6th) business day of the interruption of such Essential Services and ending on the earlier of:

- (i) the date Subtenant reoccupies the Premises for the conduct of its business therein; or
- (ii) the date Sublandlord shall have restored the provision of the Essential Services so interrupted.

ARTICLE 7

INDEMNITY; INSURANCE

7.1 Subtenant's Indemnity of Sublandlord. Sublandlord shall not be liable for, and Subtenant shall defend, indemnify and protect Sublandlord from any claim, demand, liability, judgment, award, fine, mechanic's lien or other lien, loss, damage, expense, charge or cost of any kind or character (including actual attorneys' fees and court costs) arising directly or indirectly from:

- (i) any labor dispute involving Subtenant or its contractors or agents;
- (ii) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by Subtenant, its agents, employees, contractors or invitees; or
- (iii) a breach of Subtenant's obligations hereunder (hereinafter referred to as "Claims").

Provided, however, Subtenant shall have no obligation to defend, indemnify or protect Sublandlord from Claims to the extent caused by the negligent, willful or criminal acts of Sublandlord and/or its agents, and Sublandlord shall indemnify, defend and protect Subtenant with respect to such Claims. Sublandlord and Subtenant's obligations under this Section shall survive the expiration or earlier termination of this Sublease.

7.2 Subtenant's Insurance Obligation. Subtenant further covenants and agrees that from and after the earlier of substantial completion of the Premises or Subtenant's entry into the Premises with Sublandlord's consent, Subtenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

- (i) **General Liability with General Aggregate Amount and Per Occurrence Limit.** Commercial General Liability with General Aggregate Amount and Per Occurrence Limit insurance for personal injury and property damage with coverage limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and, in the aggregate (or such greater amount as Sublandlord's lender may require or as Sublandlord may reasonably request from time to

time), insuring against any and all liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Subtenant of the indemnity agreement contained in Section 7.1. During any construction performed by or on behalf of Subtenant, Subtenant shall obtain a "course of construction" endorsement to such insurance.

(ii) **Workers' Compensation.** The amount of workers' compensation insurance required by the state in which the Facility is located for the benefit of Subtenant's employees.

(iii) **Plate Glass.** Insurance covering full replacement cost of all plate glass on the Premises. Subtenant shall have the option either to insure commercially or to self-insure this risk.

(iv) **Equipment.** Machinery insurance on all air-conditioning equipment and systems which exclusively serve the Premises, if any. If said equipment and the damage it may cause are not covered by Subtenant's "Special Form" insurance, then the insurance specified in this Subsection shall be a reasonable amount determined by Sublandlord.

(v) **Subtenant's Improvements.** Subtenant shall maintain insurance covering its:

- (A) merchandise;
- (B) Fixtures, including the items specified as Subtenant's Work;
- (C) Improvements permitted under Article 8; and
- (D) Personal Property from time to time in, on or upon the Premises.

Such above listed insurance for Subtenant Improvements shall be in an amount not less than one hundred percent (100%) of their full replacement cost, providing protection against any peril included within the classification "Special Form," including, without limitation, coverage for sprinkler and flood damage and theft.

(vi) **Business Income.** Business Income insurance in such amount as will reimburse Subtenant for direct or indirect earnings attributable to all perils commonly insured against by prudent retail Subtenants or attributable to prevention of access to the Premises or Facility as a result of such perils.

(vii) **Additional Insurance.** Subtenant shall carry and maintain during the Sublease Term such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Subtenant's particular operations therein as may be required by Sublandlord's lender or as may be reasonably requested by Sublandlord from time to time, including liquor liability coverage if at any time alcoholic beverages are distributed from, sold at or served at the Premises.

7.3 Form of Policies. All policies of insurance required under Section 7.2 shall be issued by insurance companies qualified to do business in the state where the Facility is located and holding a

general policyholder's rating of not less than "A" and a financial rating of not less than "Class VIII" as rated in the most current available "Best's" Insurance Reports. All such policies shall contain cross-liability endorsements and shall name Sublandlord, Sublandlord's mortgagees or beneficiaries, and such additional individuals or entities as Sublandlord shall from time to time designate as "Additional Insureds." Executed copies of such policies of insurance or certificates thereof shall be delivered to Sublandlord within thirty (30) days after the Effective Date and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Sublandlord within thirty (30) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Subtenant in like manner and to like extent. All policies of insurance delivered to Sublandlord must contain a provision that the company writing said policy will give to Sublandlord thirty (30) days' notice in advance of any cancellation, lapse, reduction in the amount of coverage or other adverse change respecting such insurance. All General Liability with General Aggregate Amount and Per Occurrence Limit, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which Sublandlord may carry. If Subtenant fails to procure any such policy of insurance, or to deliver any such policy or certificate, Sublandlord may, at its option, procure such policy for the account of Subtenant, and the cost thereof shall be paid to Sublandlord as additional amounts due within ten (10) days after delivery to Subtenant of invoice therefor.

7.4 Sublandlord's Insurance Obligation. At all times during the Sublease Term, Sublandlord shall maintain in effect a policy or policies of insurance providing protection for the following liabilities and/or risks:

- (i) **General Liability.** General liability with general aggregate amount and per occurrence limit for bodily injury and property damage arising from Sublandlord's ownership and/or operation of the Facility with coverage limits at least equal to those Subtenant is required to maintain in accordance with Subsection 7.2.(i); and,
- (ii) **Special Form.** Any peril, in Sublandlord's sole discretion, insurable under a Special Form policy covering the building of which the Premises are a part, exclusive of any item insured by Subtenant pursuant to Subsection 7.2.(v), in an amount which is equal to such building's full replacement cost (exclusive of the cost of excavations, foundation and footings);

7.5 Mutual Waivers of Rights. Sublandlord (for itself and its insurer, and to the extent and on the condition that Subtenant carries and maintains at all times the insurance required under Section 7.2) hereby waives any rights, including rights of subrogation, and Subtenant (for itself and its insurer, and to the extent and on the condition that Sublandlord carries and maintains at all times the insurance required under Section 7.4) hereby waives any rights, including rights of subrogation, each may have against the other, and Subtenant (for itself and its insurer) hereby waives any rights, including rights of subrogation, it may have against other Subtenants of the Facility (provided such other Subtenants have waived such rights against Subtenant) for compensation of any loss or damage occasioned to Sublandlord or Subtenant, as the case may be, with regard to their respective property, the Premises, its

contents or portions of the Facility, arising from any risk generally covered by the insurance Sublandlord and Subtenant are required to carry and maintain under the Article.

ARTICLE 8

SUBTENANT'S RIGHT TO MAKE IMPROVEMENTS; MECHANIC'S LIENS

8.1 No Right to Alter Premises. Unless there is an addendum to this Sublease listing certain work the Subtenant is authorized to do under this Sublease, the Sublandlord will prepare the Premises in move-in-ready condition for the Subtenant. The Subtenant is not authorized to make any physical alteration to the Premises beyond moving in fixtures and furniture. No fixtures may be attached to the Premises without the prior written consent of the Landlord. The restrictions in this Section apply to the entire Term of the Sublease.

8.2 Improvements/Sublandlord Consent. Before any modification may be made to the Premises, it shall require the Sublandlord's prior written consent. In no event shall Subtenant make or cause to be made any penetration into or through the roof or floor of the Premises without obtaining the prior approval of Sublandlord. Subtenant agrees to reimburse Sublandlord for all costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by Sublandlord in approving or disapproving Subtenant's plans for such Improvements.

8.3 Construction Requirements. All Improvements to be made to the Premises after approval of the Sublandlord shall be made under the supervision of a competent architect or licensed structural engineer and made in accordance with plans and specifications approved by Sublandlord. Sublandlord's approval of such plans and specifications shall create no liability or responsibility on the part of Sublandlord for their completeness, design sufficiency or compliance with laws. All work with respect to any Improvements must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except as otherwise reasonably required during the period of such work. Upon the expiration or earlier termination of this Sublease, such Improvements shall not be removed by Subtenant but shall become a part of the Premises unless otherwise required by Sublandlord. All Improvements shall be constructed strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such Improvements, Subtenant shall have the work performed in such a manner as not to obstruct access to the premises of any other Subtenant in the Facility. Notwithstanding anything to the contrary contained herein, any and all Improvements shall be constructed under any reasonable rules and regulations imposed by the Sublandlord at any time.

8.4 Subtenant's Covenants. Subtenant agrees that it shall pay or cause to be paid all costs of labor, services and/or materials supplied in the prosecution of any work done or caused to be done on the Premises, and Subtenant will keep the Premises free and clear of all mechanic's liens and other such liens on account of work done for Subtenant or persons claiming under Subtenant. If Subtenant desires to contest any such claim of lien, it shall either:

- (i) post a mechanic's lien release bond issued by a responsible corporate surety in an amount sufficient to satisfy statutory requirements therefor in the state where the Facility is located; or
- (ii) furnish Sublandlord with adequate security for the amount of the claim plus estimated costs and interest; and
- (iii) promptly pay or cause to be paid all sums awarded to the claimant on its suit.

Subtenant shall forthwith notify Sublandlord in writing of any claim of lien filed against the Premises or the commencement of any action affecting the title thereto. Sublandlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility or such other notices which Sublandlord may deem to be proper for the protection of Sublandlord's interest in the Premises.

8.5 Sublandlord's Right to Cure. If Subtenant shall be in default of any of its covenants in this Article by failing to provide security for or satisfaction of any mechanic's or other such lien, then Sublandlord may (but shall not be obligated to), in addition to any other rights or remedies it may have, discharge said lien by:

- (i) paying the claimant an amount sufficient to settle and discharge the claim;
- (ii) posting a mechanic's lien release bond; or
- (iii) taking such action as Sublandlord shall deem appropriate.

In any such event, Subtenant shall pay as any additional amounts due, on Sublandlord's demand, all costs (including reasonable attorneys' fees) incurred by Sublandlord in settling and discharging said lien, together with interest thereon in accordance with Section 18.7, from the date of Sublandlord's payment of said costs. Sublandlord's payment of said costs shall not waive any default of Subtenant under this Article.

ARTICLE 9

PERSONAL PROPERTY; FIXTURES

9.1 Subtenant's Personal Property. All of Subtenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively referred to herein as "Personal Property") must be new or like new when installed in or attached to the Premises by Subtenant. Subject to the provisions of Section 9.2, any such Personal Property shall remain the property of Subtenant. Provided Subtenant is not in default under the terms of this Sublease, Subtenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises, so long as Subtenant shall immediately replace the same with similar Personal Property of comparable or better quality, except Subtenant shall not be obligated to replace such Personal Property at the expiration or earlier termination of this Sublease. Subtenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any such Personal Property.

9.2 Items Affixed to the Premises. Subtenant's Improvements, Subtenant's Work and any Personal Property allowed to be installed in the Premises that becomes realty under applicable law are collectively referred to in this Sublease as "Fixtures" and shall become the property of Sublandlord upon the expiration or earlier termination of this Sublease.

9.3 Sublandlord's Lien Waiver. Sublandlord, within thirty (30) days after request from Subtenant, shall execute and deliver any document reasonably required by any supplier, lessor, or lender in connection with the granting, creating, or perfecting by Subtenant of a security interest in and to Subtenant's movable Personal Property (including, but not limited to, Subtenant's food, inventory, supplies, merchandise, furniture, machinery and equipment) and any proceeds therefrom, pursuant to which Sublandlord shall subordinate any rights it may have or acquire with respect to said Personal Property of Subtenant, and any proceeds therefrom, if the supplier, lessor, or lender agrees in writing that:

- (i) it will remove that property from the Premises before the expiration of the Term or within ten (10) days after termination of this Sublease; and
- (ii) it will, at its sole cost and expense, make whatever restoration to the Premises that is necessary by such removal.

9.4 Subordination of Sublandlord's Lien. Notwithstanding anything to the contrary contained herein, Sublandlord hereby agrees that any lien (whether by statute or by contract) which it may have on Subtenant's leasehold estate in the Premises, goods, inventory, equipment, trade fixtures, furniture and/or all other removable Personal Property belonging to Subtenant located in the Premises, and the proceeds therefrom, but excluding any Improvements paid for with the Construction Allowance, is and shall be subordinate to the rights of any institutional lender which is a secured creditor of Subtenant for the purpose of financing Subtenant's operations.

9.5 Personal Property Taxes. Subtenant shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its merchandise and Personal Property. In the event any such items of property are assessed with property of Sublandlord, then, and in such event, such assessment shall be equitably divided between Sublandlord and Subtenant. Sublandlord shall determine the basis of dividing any such assessment, and such determination shall be binding upon both Sublandlord and Subtenant.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

10.1 Definitions. As used in this Article 10, the following definitions shall apply:

- (i) **"Transfer"** means any:

(A) assignment of some or all of Subtenant's interest, rights and duties in the Sublease and/or the Premises, including Subtenant's right to use, occupy and possess the Premises; or

(B) sublease of Subtenant's right to use, occupy and possess the Premises, in whole or in part.

(ii) **"Change of Control"** means the transfer by sale, assignment, death, incompetency, mortgage, deed of trust, trust, operation of law, or otherwise of any shares, voting rights or ownership interest which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Subtenant, unless such change results from the trading of shares listed on a recognized public stock exchange and such trading is not for the purpose of acquiring effective control of Subtenant. If Subtenant is a private corporation whose stock becomes publicly held, the transfers of such stock from private to public ownership shall not be deemed a Change of Control.

(iii) **"Occupancy Transaction"** means any Transfer, Change of Control, or other arrangement whereby the identity of the person or persons using, occupying or possessing the Premises changes or may change.

(iv) **"Transferee"** means the proposed assignee, sublessee, mortgagee, beneficiary, pledgee or other recipient of Subtenant's interests, rights or duties in this Sublease or the Premises in the Occupancy Transaction.

10.2 Restrictions on Transfers. Subtenant shall not enter into, or consent to, an Occupancy Transaction without first procuring Sublandlord's written consent, which Sublandlord shall not withhold unreasonably. The Parties agree, however, that the manner of operation of the Premises and conduct of business thereon by Subtenant will have an impact on the quality and reputation of the Facility. Accordingly, the Parties agree that in approving or disapproving of any proposed Occupancy Transaction, Sublandlord shall be entitled to take into consideration, by way of example and not limitation, any or all of the criteria set forth below and that it shall not be unreasonable for Sublandlord to withhold its consent if any of the following situations exist or may exist:

(i) in Sublandlord's reasonable business judgment, the Transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under the Sublease;

(ii) in Sublandlord's reasonable business judgment, the present net worth of the Transferee is less than the greater of Subtenant's net worth (and the net worth of Subtenant's guarantor, if any) at the Effective Date or Subtenant's net worth (and the net worth of Subtenant's guarantor, if any) at the date of Subtenant's request for consent to the Occupancy Transaction; or

(iii) the proposed Occupancy Transaction would breach any covenant of Sublandlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Facility.

No assignment shall release Subtenant or Guarantor, if any, from their respective obligations and liabilities hereunder and under the Guaranty, if any.

10.3 No Transfers during Default. Subtenant shall not have the right or power to request Sublandlord's consent to, or to enter into, an Occupancy Transaction if Subtenant shall be in default under the provisions of this Sublease.

10.4 Procedures for Request for Consent. Should Subtenant desire to enter into an Occupancy Transaction, Subtenant shall give notice thereof to Sublandlord (the "Occupancy Transaction Notice") by requesting in writing Sublandlord's consent to such Occupancy Transaction at least sixty (60) days before the proposed effective date of any such Occupancy Transaction and shall provide Sublandlord with the following:

- (i) the full particulars of the proposed Occupancy Transaction including its nature, effective date, terms and conditions, and copies of any documents pertaining to such proposed transaction;
- (ii) a description of the portion of the Premises to be transferred (the "Subject Space");
- (iii) a description of the identity, net worth and previous business experience of the Transferee, including, without limitation, copies of Transferee's latest income, balance sheet and change-of-financial-position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the Transferee; and
- (iv) any further information relevant to the transaction which Sublandlord shall have requested within fifteen (15) days after receipt of Subtenant's request for consent.

10.5 Period for Review. Within thirty (30) days after receipt of Subtenant's request for consent and the information set forth in Section 10.4, Sublandlord may respond as follows:

- (i) consent to the Occupancy Transaction, subject to Subsection 10.8 below;
- (ii) refuse to consent to the Occupancy Transaction; or
- (iii) elect to recapture the Subject Space as set forth in Section 10.6 below.

10.6 Sublandlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 10, Sublandlord shall have the option, by giving written notice to Subtenant within ten (10) days after receipt of any Occupancy Transaction Notice, to recapture the Subject Space. In the event such option is exercised by Sublandlord, this Sublease shall be canceled and terminated with respect to the Subject Space as of the date stated in the Occupancy Transaction Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Occupancy Transaction Notice. In the event of a recapture by Sublandlord, if this Sublease shall be canceled with respect to less

than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Subtenant in proportion to the number of rentable square feet contained in the Premises, and this Sublease as so amended shall continue thereafter in full force and effect, and, upon request of either party, the Parties shall execute written confirmation of the same. If Sublandlord declines or fails to timely elect to recapture the Subject Space under this Section, then, provided Sublandlord has consented to the proposed Transfer, Subtenant shall be entitled to transfer the Subject Space to the proposed Transferee, subject to the provisions of this Article 10.

10.7 Documentation. Each Occupancy Transaction to which Sublandlord has consented shall be evidenced by an instrument made in such written form as is satisfactory to Sublandlord and executed by Subtenant and Transferee. By such instrument, Transferee shall assume all the terms, covenants and conditions of this Sublease which are obligations of Subtenant. Subtenant shall remain fully liable to perform its duties under the Sublease following the Occupancy Transaction.

10.8 Nullity. Any purported Occupancy Transaction consummated in violation of the provisions of this Article 10 shall, at Sublandlord's election, be null and void and of no force or effect.

10.9 Waiver. If Subtenant requests Sublandlord's consent to an Occupancy Transaction, and Sublandlord's consent is impermissibly withheld, Subtenant waives any right to seek damages or terminate this Sublease under California Civil Code Section 1995.310, or any similar law now or hereafter in effect, it being the intention of the Parties that Subtenant's rights in such event shall be limited to seeking an injunction or specific performance.

10.10 Other Assignment/Sublet Rights. Notwithstanding anything to the contrary contained herein:

(i) For as long as Subtenant's stock (or the stock of Subtenant's parent company, if any) is listed for trading on a recognized public securities exchange or NASD over-the-counter market, Sublandlord's consent shall not be required in connection with:

(A) any transfer of such stock; or

(B) any offering of Subtenant's stock (or the stock of Subtenant's parent company, if any) on a recognized public securities exchange.

(ii) Subtenant shall be permitted, without Sublandlord's consent, to transfer its Interest under this Sublease to an entity which acquires all or substantially all of Subtenant's assets, subject to the other limitations contained in this Sublease.

(iii) Subtenant shall be permitted to sublet up to twenty five percent (25%) of the Premises without the consent of Sublandlord to any third party or third parties, provided the use of such assignee or subtenant is reasonably ancillary to Subtenant's Permitted Use.

ARTICLE 11
REPAIRS AND MAINTENANCE

11.1 Repair and Maintenance of Premises. The Sublandlord shall repair and maintain the Premises in good condition during the Term, reasonable wear and tear excepted.

11.2 Subtenant's Obligations. In the event that a need for the Sublandlord to repair or provide maintenance is the result of the Subtenant's (or any agent or invitee of the Subtenant) misuse of or negligence within the Premises or the Common Area, then the Subtenant agrees to reimburse the Sublandlord for all the costs and expenses, to repair, maintain in good and tenantable condition, and replace, as necessary, the Premises and every part thereof, including, without limitation the following:

- (i) all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises with Utilities on an exclusive basis (except as the appropriate utility company has assumed these duties);
- (ii) any heating, ventilation and air-conditioning system ("HVAC Systems") exclusively serving the Premises;
- (iii) all Fixtures and other equipment installed in the Premises;
- (iv) all exterior and interior glass installed in the Premises;
- (v) the storefront;
- (vi) all store locks and closing devices;
- (vii) all window sashes, casements and frames;
- (viii) doors and door frames;
- (ix) loading dock (if any);
- (x) floor coverings, including carpeting, terrazzo and other special flooring; and
- (xi) all such items of repair, maintenance, alteration, improvement or reconstruction in the interior of the Premises necessitated by:
 - (A) Subtenant's particular use of the Premises; or
 - (B) any Alterations performed by or on behalf of Subtenant as may be required at any time or from time to time by a governmental agency having jurisdiction thereof.

All replacements made by Subtenant in accordance with this Section shall be of like size, kind and quality to the items replaced as they existed when originally installed and shall be subject to Sublandlord's approval.

11.3 Limitation on Sublandlord's Obligations. Subtenant waives and releases its right to make repairs at Sublandlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

ARTICLE 12

DAMAGE, DESTRUCTION AND RECONSTRUCTION

12.1 Casualty Insured by Sublandlord. In the event the Premises are damaged by fire or other perils covered by Sublandlord's insurance, Sublandlord shall within a period of ninety (90) days thereafter commence repair, reconstruction and restoration (collectively referred to as "Reconstruction" in this Article) of the Premises. If the cost of Reconstruction exceeds the amount of insurance proceeds actually received by and available to Sublandlord for Reconstruction, Sublandlord may elect to terminate this Sublease by giving notice thereof to Subtenant within fifteen (15) days following Sublandlord's determination that the cost of Reconstruction will exceed the insurance proceeds; provided, however, Subtenant may rescind Sublandlord's election to so terminate this Sublease by paying to Sublandlord the difference between the cost of Reconstruction and the insurance proceeds within fifteen (15) days from the date Sublandlord gives such termination notice to Subtenant, in which event this Sublease shall not terminate and Sublandlord shall diligently prosecute the Reconstruction to completion.

12.2 Casualty near End of Term. In the event of partial or total destruction of the Premises during the last year of the Sublease Term, Sublandlord and Subtenant shall each have the option to terminate this Sublease on notice to the other of exercise thereof within thirty (30) days after such destruction. For purposes of this Article, "partial destruction" shall mean destruction to an extent of at least thirty-three and one-third percent (33.333%) of the Premises.

12.3 Uninsured Casualty. In the event the Premises are damaged by any casualty not covered by Sublandlord's insurance to any extent whatsoever, Sublandlord shall have the election, and shall within ninety (90) days following the date of such damage give Subtenant written notice of Sublandlord's election, either to perform and complete Reconstruction or terminate the Sublease.

12.4 Construction Provisions. In the event of any Reconstruction of the Premises under this Article, said Reconstruction shall substantially return the Premises to its condition prior to the casualty. Sublandlord shall not be responsible for Subtenant's Personal Property in the Facility.

12.5 Release of Liability. Upon any termination of this Sublease under any of the provisions of this Article, the Parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Sublandlord, except for its obligations which have theretofore accrued and are then unpaid. In the event of termination, all proceeds from Subtenant's insurance (including self-insurance and deductibles) maintained pursuant to Article 7, covering Subtenant's Fixtures, but excluding proceeds for Subtenant's merchandise and Personal Property, shall be disbursed and paid to Sublandlord.

12.6 Abatement of Rent. In the event of Reconstruction as herein provided, then the Rent shall be abated proportionately with the degree to which Subtenant's use of the Premises is impaired, commencing upon the date of the casualty and continuing until the date which is the earlier of:

- (i) the date Subtenant recommences normal business in the portion of the Premises affected by the Reconstruction; or
- (ii) the date that the coverage for the rental interruption insurance maintained by Sublandlord under Article 7 terminates.

Subtenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation to pay any additional amounts due shall remain in full force and effect. Subtenant shall not be entitled to any compensation or damages from Sublandlord for loss of use of the whole or any part of the Premises, the building of which the Premises are a part, Subtenant's Personal Property, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement. Subtenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Sublandlord is obligated to restore or may restore under any of the provisions of this Sublease.

12.7 Major Destruction. Notwithstanding any of the foregoing provisions of this Article, should there be a partial or total destruction of the Facility at any time after the Effective Date, Sublandlord shall have the right to terminate this Sublease on notice to Subtenant within thirty (30) days after such destruction. Notwithstanding anything to the contrary contained herein, Sublandlord shall not exercise its election to terminate this Sublease pursuant to this Section unless concurrently therewith Sublandlord is terminating the leases of the other Subtenants representing a majority of the leased square feet which are located within the Facility.

ARTICLE 13

CONDEMNATION

13.1 Permanent Taking. If any portion of the Premises or the Common Area shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of Sublandlord, for Subtenant's business operations, then Subtenant may terminate this Sublease by giving written notice to Sublandlord within twenty (20) days after such taking. In addition, if at least ten percent (10%) of the Facility shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, then Sublandlord may terminate this Sublease by giving written notice to Subtenant within twenty (20) days after such taking. In the event of such termination, Subtenant shall thereupon be released from any liability thereafter accruing hereunder. The Rent for the last month of Subtenant's occupancy shall be prorated, based on a thirty (30)-day month, and Sublandlord shall refund to Subtenant any Rent paid in advance. If this Sublease is not so terminated, Sublandlord shall repair and restore the Premises and/or the Facility, as the case may be, as practicable (but shall not be required to expend more than the amount of the award

received by Sublandlord for such purpose), and this Sublease shall continue, but commencing with the date on which Subtenant is deprived of the use of any portion of the Premises or of any rights under this Sublease, the Minimum Rent shall be proportionately abated or reduced, based on the extent to which Subtenant's use of the Premises is impaired, as reasonably determined by Sublandlord.

13.2 Award. Any and all awards payable by the condemning authority or other governmental agency in connection with a taking under the right of eminent domain shall be the sole property of Sublandlord; provided, however, that nothing contained herein shall prevent Sublandlord and Subtenant from prosecuting separate claims in any condemnation proceeding for the values of their respective interests, provided that the award which would otherwise be payable to Sublandlord is not diminished by Subtenant's prosecution of a separate claim.

13.3 Waiver of Right to Terminate. Sublandlord and Subtenant each hereby waive the provisions of any law, including without limitation California Code of Civil Procedure Section 1265.130, allowing either Party to petition a court to terminate this Sublease, in the event of a condemnation of the Premises.

ARTICLE 14

COMMON AREA

14.1 Definition of "Common Area." The term "Common Area" refers to all improved and unimproved areas within the boundaries of the Facility (including additional land acquired by Sublandlord) that are now or hereafter made available for the general use, convenience and benefit of Sublandlord, Subtenants, other persons entitled to occupy Floor Area in the Facility and/or their customers, patrons, employees and invitees, including, without limitation, all automobile parking areas, driveways, outdoor seating areas, mall areas, sidewalks, curbs, service and/or delivery facilities and landscaped areas, and such public transportation facilities and landscaped areas as are contiguous with and benefit the Facility.

14.2 Use of Common Area. Subject to the provisions of Article, Subtenant and its employees and invitees are authorized, empowered and privileged to use the Common Area together with other persons after the Effective Date. Sublandlord agrees to maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Area at all times following completion thereof for the benefit and use of the customers and patrons of Subtenant, and of other Subtenants, owners and occupants of the Facility.

14.3 Common Area Maintenance and Repair. Sublandlord shall keep or cause to be kept said Common Area in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair, maintain or replace as Sublandlord shall deem necessary all equipment and facilities thereof.

14.4 Control of Common Area. Sublandlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using the Common Area. Sublandlord shall at all times have the sole and exclusive control of the Common Area. The rights of Subtenant with respect to the Common Area shall at all times be subject to the rights of Sublandlord, the other Subtenants of Sublandlord, and the other owners of the

Facility to use the same in common with Subtenant. It shall be the duty of Subtenant to keep all of the Common Area free and clear of any obstructions created or permitted by Subtenant or resulting from Subtenant's operation. Except to the extent covered by the general liability insurance on the Common Area, Subtenant assumes all responsibility and liability, and releases Sublandlord from all responsibility and liability, for the protection of Subtenant and its employees, agents, contractors, licensees, customers and guests, and the property thereof, from all acts of third parties, regardless of whether or not Sublandlord elects to provide security service at the Facility. Subtenant acknowledges that Sublandlord may or may not provide security services within the Common Area. Sublandlord shall have no obligation to hire, maintain or provide such services, which may be withdrawn or changed at any time with or without notice to Subtenant or any person and without liability to Sublandlord. Notwithstanding the foregoing, if a portion of the Common Area is not on Sublandlord's Property, Sublandlord's only obligation with respect to the maintenance, operation and repair of such portion of the Common Area shall be to use reasonable efforts to compel the responsible party or parties to discharge its or their obligations with respect thereto, and then only if Sublandlord has actual notice from Subtenant of the failure of performance of such obligations by such party or parties. Such costs of enforcement shall be Common Area Expenses. In no event will Sublandlord be in default hereunder if Sublandlord is taking reasonable steps with all due diligence after notice from Subtenant to compel the responsible party or parties to discharge its or their obligations with respect to the maintenance, operation and repair of the Common Area in the balance of the Facility.

14.5 Rules and Regulations. Subtenant shall abide by the Rules and Regulations governing the Facility which Sublandlord may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Common Area or any portion thereof. Such Rules and Regulations may specify, without limitation, when the Common Area shall be open for use and when and where Subtenant and its employees may park their vehicles in the Common Area.

14.6 Restrictions on Employee Parking. Employees of Subtenant shall not park their automobiles in those automobile parking areas of the Common Area which Sublandlord may from time to time reasonably designate for use by patrons of the Facility.

14.7 Employee Parking Permits. The Sublandlord may at its option issue parking permits (and at its option charge a reasonable fee for such permits) to the Subtenant for its employees. Such permits will allow employees to park in designated employee parking areas. Subtenant shall furnish Sublandlord with the automobile license numbers of Subtenant and Subtenant's employees within fifteen (15) days after taking possession of the Premises and shall thereafter notify Sublandlord of any change thereto within five (5) days after such change occurs.

14.8 Parking Fines. If Subtenant or its employees fail to park their cars in the designated parking areas or park without a permit, Sublandlord may charge Subtenant Twenty-Five Dollars (\$25.00) per car per day for each day or partial day that any car is parked in any area other than those designated and permitted; provided, however, Sublandlord agrees to give Subtenant notice of the first two violations of this provision. Following more than one (1) violation by Subtenant or its employees, Sublandlord shall have the right to cause violating vehicles to be towed, at Subtenant's sole cost and expense, from the

Premises. After notice of such first violation, no prior notice of any subsequent violation shall be required. All amounts due under provisions of this Section shall be payable by Subtenant upon demand by Sublandlord and shall constitute additional amounts due.

ARTICLE 15
DEFAULTS BY SUBTENANT: REMEDIES

15.1 Events of Subtenant's Default. The occurrence of any of the following shall constitute a default by Subtenant and a breach of this Sublease:

(i) **Failure to Pay Rent.** Failure to pay any amount of Rent, or any other charge under this Sublease when due in accordance with the provisions of this Sublease, and the continuance of such failure for a period of seven (7) days after written notice from Sublandlord to Subtenant specifying the nature of such failure;

(ii) **Failure to Execute Documents.** The failure of Subtenant to execute any documents referenced in Article 17 within the time periods set forth in such Article if the failure continues for a period of fourteen (14) days after Subtenant's receipt from Sublandlord of a written notice of such failure delivered following the expiration of the applicable time period set forth in Article 17;

(iii) **Breach of Operating Covenants.** Failure to occupy and operate the Premises in accordance with Article 4, and the continuance of such failure for a period of fourteen (14) days after written notice from Sublandlord to Subtenant specifying the nature of such failure; or

(iv) **Other Defaults.** Failure to perform fully and promptly any covenant or condition of this Sublease and the continuance of such failure for a reasonable period not to exceed thirty (30) days; provided, however, that if such failure not involving a hazardous condition cannot reasonably be cured within such period, Subtenant shall not be deemed to be in default hereunder if Subtenant promptly commences such cure within such period and thereafter diligently pursues such cure to completion within a reasonable period.

The notices provided in this Section 15.1 shall be in lieu of, and not in addition to, any notice required by Section 1161 et seq. of the California Code of Civil Procedure as a condition precedent to the commencement of legal action against Subtenant for possession of the Premises.

15.2 Sublandlord's Rights and Remedies. Should Subtenant be in default under this Sublease, Sublandlord may exercise any of the following rights without further notice or demand of any kind to Subtenant or any other person, except as required by applicable law:

(i) **Termination of Sublease.** The right of Sublandlord to terminate this Sublease and Subtenant's right to possession of the Premises and to reenter the Premises, take possession thereof, and remove all persons therefrom, following which Subtenant shall have no further claim thereon or hereunder;

(ii) **Reentry of the Premises.** Sublandlord has the right described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Sublandlord also has the right, without terminating this Sublease and Subtenant's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of Subtenant and to collect any unpaid Rent and other charges which have become payable or which may thereafter become payable; or

(iii) **Termination after Reentry.** The right of Sublandlord, even though it may have reentered the Premises in accordance with Subsection (ii), to elect thereafter to terminate this Sublease and Subtenant's right to possession of the Premises.

The rights and remedies given to Sublandlord in this Section shall be additional and supplemental to all other rights or remedies which Sublandlord may have under laws in force when the default occurs.

15.3 Sublandlord's Damages. Should Sublandlord terminate this Sublease and Subtenant's right to possession of the Premises, pursuant to the provisions of Article, Sublandlord may recover from Subtenant as damages, all of the following:

(i) **Delinquent Rent.** The worth at the time of award of any unpaid Rent that had been earned at the time of such termination;

(ii) **Rent after Termination until Judgment.** The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the reasonable fair market value of the Premises for such period;

(iii) **Rent after Judgment.** The worth at the time of award of the amount by which the unpaid Rent for the balance of the Sublease Term after the time of award exceeds the reasonable fair market value of the Premises for such period; and

(iv) **Other Compensation.** Any other amount necessary to compensate Sublandlord for all the detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom.

15.4 Meaning of "Worth at the Time of the Award." As used in Sections 15.3.(i) and (ii), the "worth at the time of award" is computed by allowing interest at the Interest Rate. For 15.3.(iii) "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

15.5 No Continuing Waiver. The waiver by Sublandlord of any breach or partial performance of any term, covenant or condition contained in this Sublease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach thereof, or of any other term, covenant or condition contained in this Sublease.

15.6 Right to Cure. If Subtenant fails, refuses or neglects to perform any obligation under this Sublease in the time and manner required herein, Sublandlord shall have the right, but not the obligation, to do the same, but at the expense and for the account of Subtenant. The amount of money so expended or obligations so incurred by Sublandlord, together with interest thereon at the Interest Rate, shall be repaid to Sublandlord as any additional amounts due within five (5) days of Subtenant's receipt of written notice thereof. Sublandlord's performance of such obligations shall not waive any default by Subtenant hereunder.

15.7 Duty to Mitigate. Notwithstanding anything to the contrary contained herein, subject to Sublandlord's rights under the Article, Sublandlord agrees to use commercially reasonable efforts to relet the Premises upon commercially reasonable terms in accordance with then-current market conditions in order to minimize Subtenant's damages in the event of a default by Subtenant hereunder resulting in a termination of this Sublease. Sublandlord shall not, however, be required to give the Premises preference over other vacant space in the Facility in attempting to relet the same.

ARTICLE 16

DEFAULTS BY SUBLANDLORD; REMEDIES

16.1 Sublandlord's Default. Sublandlord shall not be in default hereunder unless Sublandlord fails to perform the obligations required of Sublandlord within a reasonable time, but in no event later than thirty (30) days after notice by Subtenant to Sublandlord specifying the nature of Sublandlord's failure to perform; provided, however, that if the nature of Sublandlord's obligation is such that more than thirty (30) days are required for performance, then Sublandlord shall not be in default if Sublandlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Subtenant have the right to terminate this Sublease as a result of Sublandlord's default, and Subtenant's remedies shall be limited to monetary damages; provided however, that in no event shall Sublandlord be liable under any circumstances for any consequential damages incurred by Subtenant, including, without limitation, any injury to, or interference with, Subtenant's business, (including any loss of profits) arising in connection with this Sublease. Nothing herein contained shall be interpreted to mean that Subtenant is excused from paying Rent due hereunder as a result of any default by Sublandlord.

16.2 Subtenant Recourse against Sublandlord. It is expressly understood and agreed that, notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublandlord hereunder and any recourse by Subtenant against Sublandlord shall be limited solely and exclusively to the interest of Sublandlord in and to the Facility, and neither Sublandlord nor any of its constituent partners shall have any personal liability therefor, and Subtenant, on behalf of itself and all persons claiming by, through or under Subtenant, hereby expressly waives and releases Sublandlord and such partners from any and all personal liability.

16.3 Failure to Reasonably Consent. If Sublandlord impermissibly fails to give any consent required hereunder, Subtenant shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Sublease, but in no event shall Sublandlord be responsible in

monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

ARTICLE 17

SUBORDINATION; ATTORNMENT; ESTOPPEL

17.1 Subordination. This Sublease, and all of Subtenant's rights and interest in the leasehold estate hereunder, shall automatically be subject and subordinate to:

(i) any Mortgages and/or ground leases which encumber the Premises or the land in which the Premises are located that now encumber, or may hereafter be placed upon, the Premises, and to the rights of the mortgagees or beneficiaries or ground lessees thereunder, any and all advances made or to be made thereunder, the interest thereon, and all modifications, renewals, replacements and extensions thereof, subject to the terms of the Subordination, Non-Disturbance and Attornment Agreement (as defined below); and,

(ii) any of-record reciprocal easement agreement, grant of easements, or declaration of conditions, covenants and restrictions, provided that the holder of such Mortgage and any ground lessor shall, by acceptance of such subordination or attornment as provided in Section 17.2 hereof, agree that Subtenant shall not be disturbed in its possession or use of the Premises, provided Subtenant pays the Rent and any other charge due under the Sublease and observes and performs all of its obligations under this Sublease.

17.2 Acknowledging Subordination. Upon request, Subtenant shall promptly execute and deliver to Sublandlord, or any such mortgagee or beneficiary or ground lessor, any documents or instruments required by any of them to evidence subordination of this Sublease hereunder. If Subtenant fails or refuses to do so within ten (10) days after written request therefor by Sublandlord or such mortgagee or beneficiary or ground lessor, then Subtenant shall be in default hereunder.

17.3 Non-Disturbance. Notwithstanding anything to the contrary contained in this Sublease, as a condition to Subtenant's obligations under this Sublease, Sublandlord shall use its best good faith efforts to obtain appropriate non-disturbance agreements in favor of Subtenant from all existing and future holders of mortgages or ground leases on the Facility in a commercially reasonable form.

17.4 Attornment by Subtenant. Upon either a sale by the Master Landlord of the Facility or the enforcement of any rights or remedies under any Mortgage to which this Sublease is subordinated (including proceedings for judicial foreclosure or a trustee's sale pursuant to a power of sale, or deed in lieu of foreclosure delivered by Master Landlord to the mortgagee or beneficiary thereunder), Subtenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Subtenant's Master Landlord under this Sublease. Subtenant shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

17.5 Estoppel Certificate. At any time and from time to time on not more than fifteen (15) days' notice from Sublandlord, Subtenant shall execute and deliver to Sublandlord a written statement in form and substance reasonably required by Sublandlord confirming certain matters concerning this Sublease ("Estoppel Certificate"). Subtenant's failure to execute and deliver the Estoppel Certificate or, if Subtenant disputes the accuracy of any statement(s) contained in the Estoppel Certificate, Subtenant's failure to notify Sublandlord in writing and with specificity why it disputes the accuracy of such statements, within said fifteen (15)-day period shall:

(i) constitute a default hereunder; and

(ii) deem to make conclusive and binding upon Subtenant the statements contained in the Estoppel Certificate as true and correct, without exception.

Unless Subtenant shall have notified Sublandlord in writing within said fifteen (15)-day period of any qualifications Subtenant may have to the statements in the Estoppel Certificate, anyone transacting with Sublandlord in a Sale or Mortgage of the Premises shall have the right to rely on the accuracy of such statements, whether actually made by Subtenant in the Estoppel Certificate or deemed made by Subtenant pursuant to this Section. The Master Landlord may also from time to time request from the Subtenant an Estoppel Certificate, and the Subtenant shall be obligated under this Section to provide it to the Master Landlord.

17.6 Form of Subordination, Non-Disturbance and Attornment Agreement. Notwithstanding the foregoing, the initial Subordination, Non-Disturbance and Attornment Agreement ("Subordination, Non-Disturbance and Attornment Agreement") shall be in the form attached hereto as Exhibit E.

ARTICLE 18

MISCELLANEOUS

18.1 Severability; Construction of Provisions. It is agreed that if any provision of this Sublease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Sublease, and all such other provisions shall remain in full force and effect.

18.2 Entire Agreement; Interpretation. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Sublease, and that this Sublease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Sublandlord and Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Although the printed provisions of this Sublease were drawn by Sublandlord, the Parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Sublandlord or Subtenant. The Parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Subtenant shall not be construed to have any particular meaning or to

raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.

18.3 Governing Law. The laws of the State of California shall govern the validity, performance and enforcement of this Sublease. Venue shall be in the County of California where the Facility is located. Sublandlord and Subtenant hereby waive their right to trial by jury.

18.4 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Sublandlord or Subtenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues:

- (i) lockouts;
- (ii) labor disputes;
- (iii) acts of God;
- (iv) inability to obtain labor, materials or reasonable substitutes therefor;
- (v) governmental restrictions, regulations or controls;
- (vi) judicial orders;
- (vii) enemy or hostile governmental action;
- (viii) civil commotion;
- (ix) fire or other casualty; and
- (x) other causes beyond the reasonable control of the Party obligated to perform.

Notwithstanding the foregoing, the occurrence of such events shall not excuse Subtenant's obligations to pay Rent and any additional amounts due (except as provided in Article 12); moreover, should the work performed by Subtenant or Subtenant's contractor result in a strike, lockout and/or labor dispute, such strike, lockout and/or labor dispute shall not excuse Subtenant's performance.

In order for a Party to avail itself of this Section, it must provide the other Party written notice of its intent to claim force majeure within seven (7) days of the period commencing where it contends force majeure has commenced.

18.5 Amendments and Waivers. To be effective and binding on Sublandlord and Subtenant, any amendment, modification, addition, deletion to or waiver of the provisions of this Sublease must be made in writing and executed by both Parties (or the waiving Party) in the same manner as the Sublease itself.

18.6 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Sublease for which time is a factor.

18.7 Rate of Interest. The rate of interest to be charged under the provisions of this Sublease (the “Interest Rate”), unless expressly stated otherwise, shall be twelve percent (12%) simple interest per annum. The Interest Rate shall be computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year.

18.8 Joint and Several Liability. If two (2) or more persons or corporations execute this Sublease as Subtenant, then and in such event the word “Subtenant” as used in this Sublease shall refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all the terms, covenants and conditions of this Sublease shall be joint and several.

18.9 Successors and Assigns. All the provisions of this Sublease, except as otherwise specified, shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

18.10 Brokers. If there are brokers listed in Section 1.14, then the Party who has a broker shall be responsible for paying any commission, fees or costs owed to that broker. If no broker is listed, then that Party is representing that it has no broker and will indemnify the other party for any commissions, fees or costs incurred due to that representation being false. The same is true for any finders making a claim due to the execution of this Sublease.

18.11 Recordation. Subtenant shall not record this Sublease or a memorandum thereof.

18.12 Execution in Counterparts. This Sublease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

18.13 Sublandlord’s and Master Landlord’s Access. Both Master Landlord and Sublandlord and their respective agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same upon at least forty-eight (48) hours’ prior written notice (except in the event of an emergency), to perform Sublandlord’s duties under Article 11, showing the same to prospective purchasers, lenders or Subtenants, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part:

- (i) as Sublandlord may deem necessary or desirable;
- ii) that may be necessary to comply with applicable law; and/or
- (iii) that may be necessary to prevent waste if Subtenant fails to perform such work.

Master Landlord may at any time place on or about the Premises any ordinary “For Sale” signs, and Sublandlord may at any time during the last 180 days of the Sublease Term place on or about the Premises any ordinary “For Sublease” signs, all without rebate of Rent or liability to Subtenant. No exercise by Master Landlord or Sublandlord of any such rights shall entitle Subtenant to any compensation or abatement of Rent for any injury or inconvenience occasioned thereby.

18.14 Sale or Mortgage by Master Landlord. Master Landlord may, at any time, without the consent of Subtenant, contract to and/or perform any of the following transactions with respect to an interest in the Sublease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements in the Facility owned or hereafter acquired by Master Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Master Landlord shall be released from all liability to Subtenant and Subtenant's successors and assigns arising from this Sublease because of any act, occurrence or omission of Master Landlord occurring after such Sale.

18.15 Attorneys' Fees. If either Sublandlord or Subtenant institutes any action or proceeding against the other relating to the provisions of this Sublease or any default hereunder, the non-prevailing Party in such action or proceeding shall reimburse the prevailing Party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing Party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceedings.

18.16 Notices. All notices, approvals, requests, demands and other communications permitted or required to be given under this Sublease shall be in writing and shall be deemed duly served or given when actually delivered, if personally delivered (including delivery by Federal Express, Express Mail or other similar overnight courier service which confirms delivery in writing), or within three (3) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the addresses of the Parties set forth in Section 1.12; provided however, notices to Subtenant shall be deemed duly served or given if personally delivered or mailed to Subtenant at the Premises. Sublandlord and Subtenant may, from time to time by notice to the other, designate another place for receipt of future notices.

18.17 Exhibits and Riders. All Exhibits, Schedules and Riders referenced in this Sublease and attached hereto are hereby incorporated into this Sublease by this reference.

18.18 Financial Statements. Subtenant agrees that it shall promptly furnish Sublandlord, from time to time, upon Sublandlord's written request, with current financial statements reflecting Subtenant and any Guarantor(s)' (if applicable) financial condition. Such financial statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Subtenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, in the event Subtenant is a publicly traded corporation, then for so long as Subtenant is a publicly traded company the filing with the Securities and Exchange Commission of a copy of Subtenant's most current "Form 10Q" and annual report shall satisfy the requirements of this Section 18.18.

18.19 Sublandlord's Representations and Warranties. Sublandlord hereby represents and warrants to Subtenant that:

- (i) Sublandlord is the tenant under a Master Lease to the Facility and has full right and authority to enter into this Sublease without the necessary consent of any other person or entity, or if

such consent is necessary it has been or will be obtained prior to delivery of a fully executed Sublease to Subtenant;

(ii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of governmental laws or ordinances against the Premises;

(iii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of any insurance company requirements or recommendations regarding the Premises;

(iv) to Sublandlord's knowledge, the terms of this Sublease do not violate any easements, restrictions or other encumbrances recorded against the Premises;

(v) to Sublandlord's knowledge, the zoning applicable to the Premises allows Subtenant to use the Premises for Subtenant's Permitted Use hereunder; and

(vi) there is no action, suit or proceeding pending or, to Sublandlord's knowledge, threatened against or affecting Sublandlord's rights in, management or operation of the Premises, in any court or before or by any Federal, State, County or Municipal department, commission, board, bureau or agency or other governmental instrumentality that could materially and adversely affect Subtenant's Permitted Use of the Premises.

18.20 Confidentiality. Sublandlord hereby agrees that neither Sublandlord nor any of its representatives shall, except as required by law, disclose to any third party (other than Sublandlord's lenders, partners and potential purchasers of all or any portion of the Facility) any information related to this Sublease or the Sublease negotiations including, without limitation, Subtenant's interest in the Premises, construction schedule, proposed opening date or any other information with respect to the Sublease or the Subtenant. The obligation contained in the prior sentence shall survive until the Sublease Commencement Date.

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed the day and date first above written.

[Signatures Begin on Next Page]

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager

By: Bethany Mily
Bethany E. Mily
Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Natasha Baker
Name: Natasha Baker
Capacity: Chief Academic Officer

Date: 04 / 06 / 2023

Name:
Capacity:
Date:

Approved As To Form



4/17/2023

Stacey Sandoval, Executive Director
Risk Management

If Subtenant is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Sublease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must sign twice, once as one officer and again as the other officer.

(B) If there is only one (1) individual signing in two (2) capacities, or if the two (2) signatures do not satisfy the requirements of the above, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.

If Subtenant is a corporation incorporated in a state other than California, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.

[EXHIBITS FOLLOW]

**EXHIBIT A
LOCATION OF THE PREMISES**

BW41 Suite 009

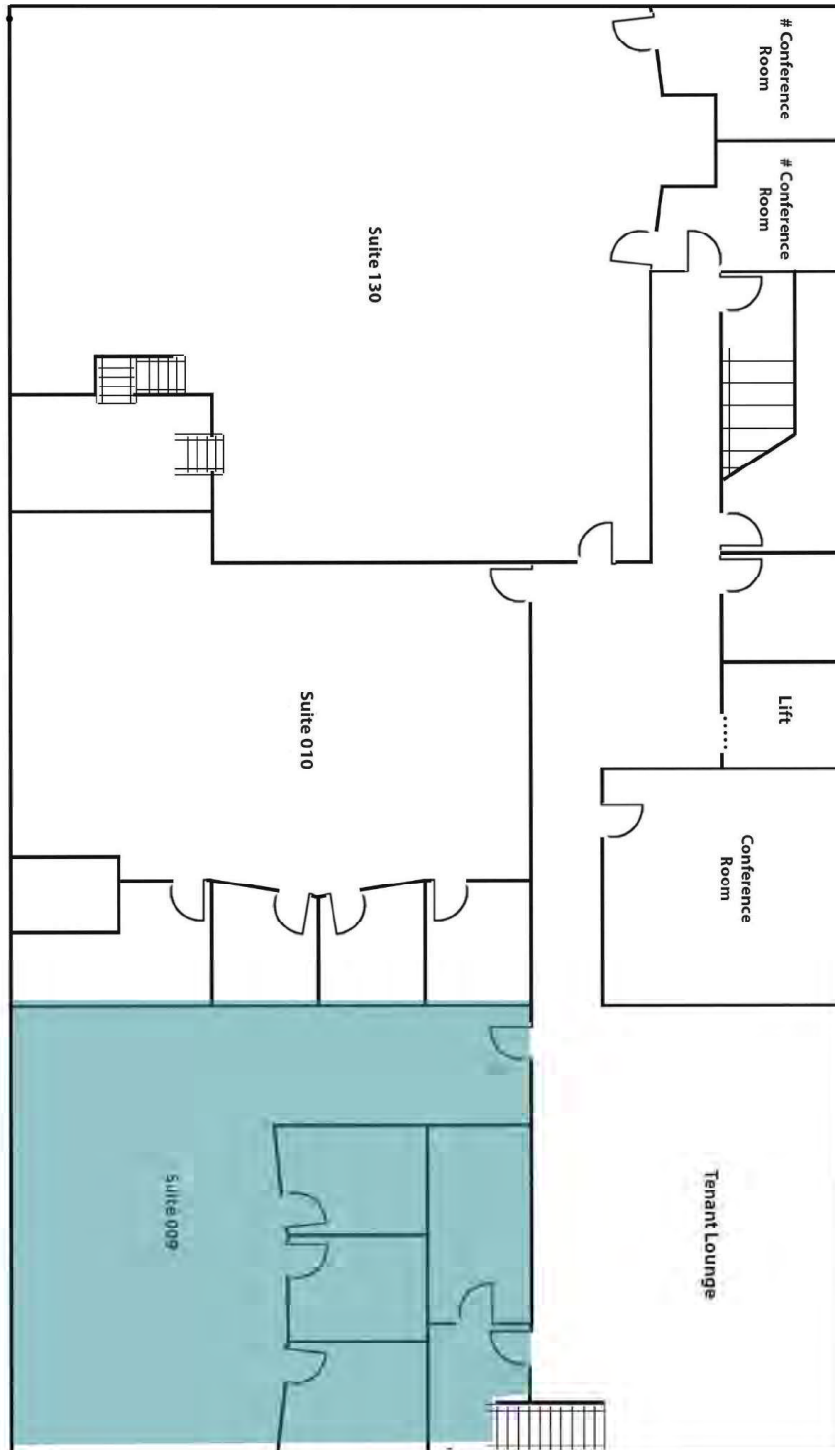
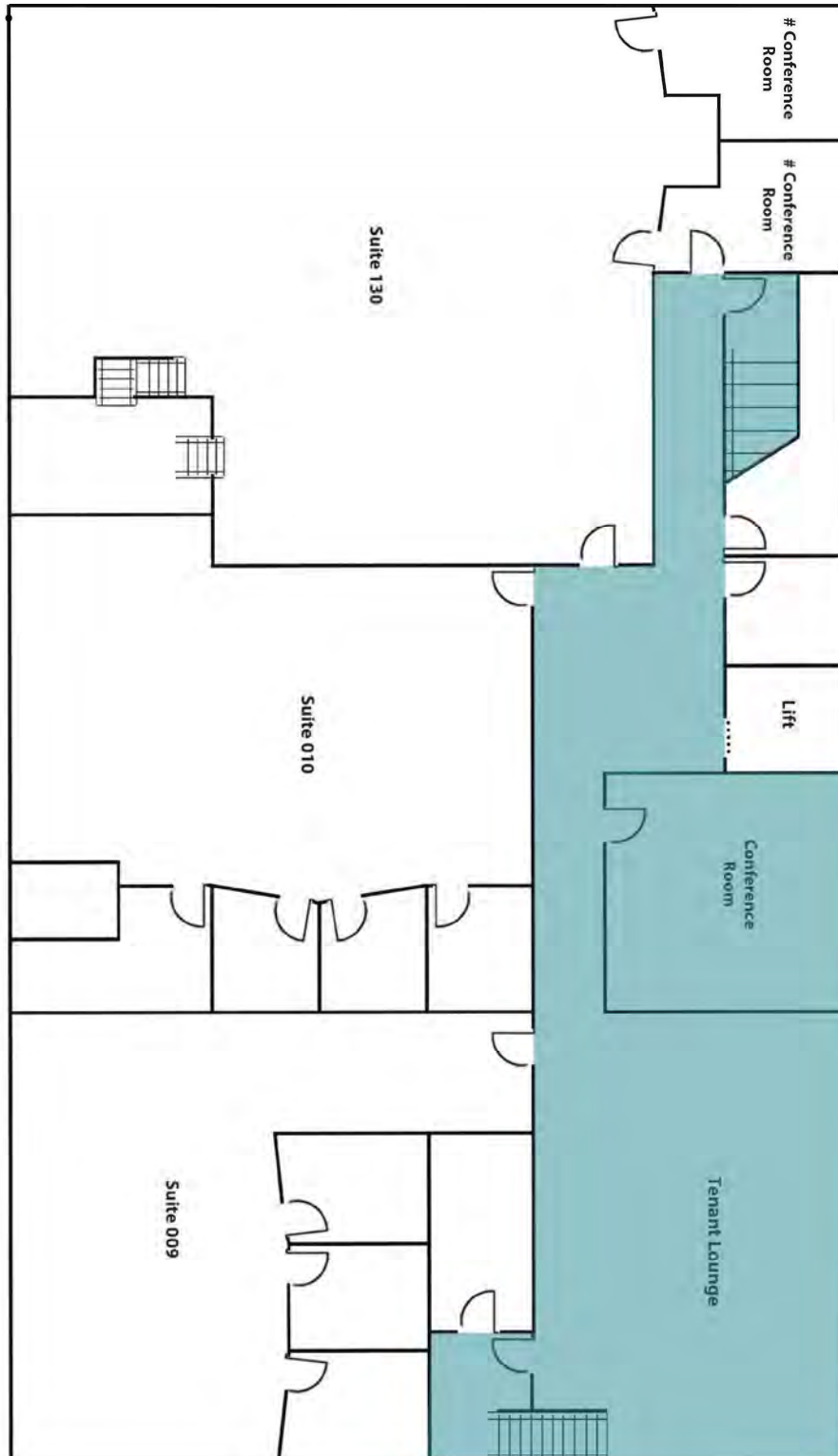


EXHIBIT B
COMMON AREA





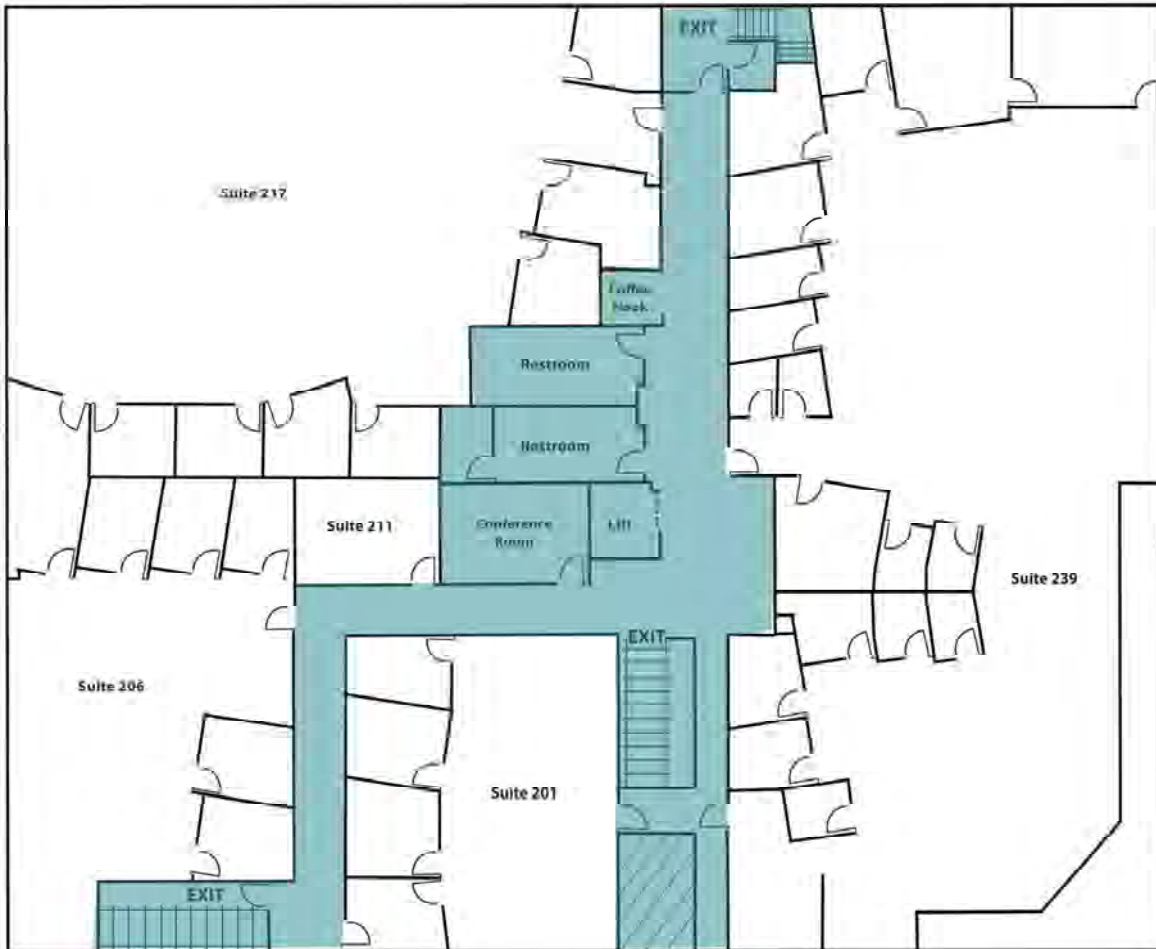


EXHIBIT C
EXISTING EXCLUSIVES AND USE PROHIBITIONS

EXHIBIT D

NOTICE OF SUBLEASE TERM DATES

To: Fresno Unified School District] Fresno Unified School District
2309 Tulare Street, Fresno CA, 93721

Re: Sublease dated April 4, 2023 with BLDG Services, LLC ("Sublandlord"), and Subtenant, concerning certain premises located at 2721 Ventura Street Suite 009 , Fresno CA 93721.

Dear Sir or Madam:

In accordance with the referenced Sublease (the "Sublease"), we wish to advise and confirm as follows:

1. The Sublease Term commenced on April 27, 2023 for a term of twelve (12) months ending on April 30, 2024
2. Rent commenced to accrue on April 27, 2023 in the initial amount of nine thousand four hundred seventy two and ten cents (\$9472.10) per month for Rent and certain other charges, as more particularly provided in the Sublease.
3. If the Rent Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Sublease.
4. Your rent checks should be made payable to the Sublandlord and mailed to: 700 Van Ness Avenue, Fresno, California 93721. The Subtenants can also make payments electronically through Appfolio.
5. If any of this appears inaccurate or you have any questions, please contact the Sublandlord immediately. Otherwise sign below and return acknowledgement.

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager

Date:

By: *Bethany Mily*
Bethany E. Mily

Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Name: *Natasha Baker*

Capacity: Natasha Baker

Date: Chief Academic Officer
04 / 06 / 2023

Approved As To Form

Stacey Sandoval

4/17/2023

Stacey Sandoval, Executive Director
Risk Management

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of TBD, 2022 between BLDG Services, LLC ("Sublandlord"), and, Fresno Unified School District("Subtenant"), pursuant to the following facts:

SUBORDINATION

- A. Pursuant to a lease dated April 4, 2023 (the "Sublease") between Sublandlord and Subtenant, Subtenant is a Subtenant of ("Subleased Premises") of a certain building constructed or to be constructed (the "Building") on that certain real property located at 2721 Ventura Street, Fresno CA 93721, more particularly described in Exhibit A attached hereto (the "Land") (the Land and Building being collectively referred to herein sometimes as the "Property").
- B. Sublandlord may now have entered into or may in the future enter into a Loan Agreement (the "Loan Agreement") in favor of some lender ("Lender") evidencing Sublandlord's indebtedness to Lender in connection with a loan.
- C. Sublandlord has executed or may in the future execute a Deed of Trust with additional security rights in rents and other matters (the "Deed of Trust") covering the Property.
- D. Lender may require that Sublandlord and Subtenant unconditionally subordinate the Sublease to the lien of the Deed of Trust. Subtenants agree to such subordination now and in the future.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants contained herein, the parties hereto agree as follows:

- 1. **Assignment.** Subtenant acknowledges and agrees that it has notice that the Sublease and the rent and all other sums due under the Sublease may be assigned to a Lender as security for the obligations secured by a Deed of Trust.
- 2. **Notice of Default/Demand for Rent.** If Lender notifies Subtenant of the occurrence of an Event of Default under the Deed of Trust and demands that Subtenant pay sums due under the Sublease directly to Lender, Subtenant shall honor that demand and pay such sums due under the Sublease directly to Lender or as otherwise directed pursuant to such notice. In complying with these provisions, Subtenant shall be entitled to rely solely upon the notices given by Lender, and Sublandlord agrees to indemnify and hold Subtenant harmless from and against any and all loss, claim, damage or liability arising out of Subtenant's compliance with such notice. Subtenant shall be entitled to full credit under the Sublease for any rents paid to Lender in accordance with the provisions of this section to the same extent as if such rents were paid directly to Sublandlord.

3. **Disputes over Default.** Any dispute between Lender and Sublandlord as to the extent, nature, existence or continuance of an Event of Default, or with respect to foreclosure of the Deed of Trust by Lender, shall be dealt with and adjusted solely between Lender and Sublandlord, and Subtenant shall not be made a party thereto (unless required by law).
4. **Priority of Deed of Trust.** The Deed of Trust in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien on the Property, prior and superior to the Sublease.
5. **Successor Sublandlord.** This Subordination shall continue to be in force and effect to any subsequent person or entity that becomes the Sublandlord ("Successor Sublandlord"), no matter by what method title to the Property was acquired.
6. **Entire Agreement Regarding Subordination.** This Agreement shall be the whole and only agreement with regard to the subordination of the Sublease to the lien of the Deed of Trust in favor of Lender, and shall supersede and cancel, but only in so far as would affect the priority between (a) the Sublease and (b) the Deed of Trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Sublease which may provide for such subordination.

TERMS OF NON-DISTURBANCE

If Successor Sublandlord shall succeed to the interests of Sublandlord under the Sublease. Successor Sublandlord shall be bound to Subtenant under all of the terms, covenants and conditions of the Sublease, provided that Subtenant is not in default (beyond any period given Subtenant in the Sublease to cure such default) in the payment of rent or any other amounts or in the performance of any of the other term, covenants or conditions of the Sublease to be performed by Subtenant. However, in order to have ongoing quiet enjoyment under the Sublease, Successor Sublandlord shall not be:

1. Liable for any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
2. Subject to any offsets or defenses not specifically provided for in the Sublease which Subtenant might have arising out of acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
3. Liable for any consequential damages attributable to any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
4. Obligated to give Subtenant a credit for or acknowledge any rent or any other sums which Subtenant has paid to Sublandlord which is in excess of the rent due under the Sublease at the time Successor Sublandlord gave Subtenant notice of it succeeding to the Sublandlord's interests and not delivered to Successor Sublandlord;
5. Liable for any damages or other relief attributable to any latent or patent defects in construction; or,

6. Liable for any costs or expenses related to any indemnification or representation provided by any prior Sublandlord (including, but not limited to, Sublandlord) with respect to the Property or the Subleased Premises.

Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease, and Successor Sublandlord shall, from and after Successor Sublandlord's succession to the interests of Sublandlord under the Sublease, have the same remedies against Subtenant for the breach of any provision contained in the Sublease that Sublandlord might have had under the Sublease against Subtenant if Successor Sublandlord had not acquired the interests of Sublandlord under the Sublease.

ATTORNMEN

If the interests of Sublandlord in the Property and under the Sublease are acquired by a Successor Sublandlord, then the Sublease and all terms therein, and the obligations of Subtenant thereunder, shall continue in full force and effect and shall not be altered, terminated or disturbed, except in accordance with the terms of the Sublease and this Agreement, and Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease for the balance of the term and any renewals thereof with the same force and effect as if the Successor Sublandlord were the Sublandlord under the Sublease. If a Successor Sublandlord acquires the interest of Sublandlord, Subtenant hereby agrees to attorn to Successor Sublandlord as its Sublandlord, and said attornment shall be effective and self-operative without the execution of any other instruments on the part of any party hereto immediately upon Successor Sublandlord succeeding to the interests of Sublandlord under the Sublease. Upon receipt by Subtenant of notice from Successor Sublandlord that Successor Sublandlord has succeeded to the interests of Sublandlord under the Sublease, Subtenant will make all payments of monetary obligations due by Subtenant under the Sublease, after receipt of such notice, to Successor Sublandlord at the address provided by Successor Sublandlord.

MISCELLANEOUS

1. **Further Assurances.** So long as any Deed of Trust shall remain a lien upon the Property or any part thereof, Subtenant, its successors or assigns, or any other holder of the leasehold estate created by the Sublease, shall execute, acknowledge and deliver, upon Lender's or Successor Sublandlord's demand, at any time or times, any and all further subordinations, agreements, estoppel certificates or other instruments in recordable form reasonably sufficient for that purpose or that Lender, Successor Sublandlord or its successors or assigns may hereafter reasonably require for carrying out the purpose and intent of the foregoing covenants.
2. **Modification and Release.** Lender may, without affecting the subordination of the Sublease:
 - a. Release or compromise any obligation of any nature with respect to the Loan Documents;
 - b. Release its security interest in, or surrender, release or permit any substitution or exchange of all or any part of any properties securing repayment of the Note;
 - c. Retain or obtain a security interest in any property to secure payment of the Note; or
 - d. Modify, amend, defer, extend, consolidate or supplement any of the original or subsequent Loan Documents.

3. **Estoppel Declaration.** Upon request from the Sublandlord at any time, Subtenant will certify the following (provided they are true):
- a. there are no defaults thereunder by Sublandlord or Subtenant under the Sublease;
 - b. the Sublease is unmodified except as indicated above in this Agreement;
 - c. that no rent under the Sublease has been paid more than thirty (30) days in advance of its due date;
 - d. that the address for notices to be sent to Subtenant is as set forth in the Sublease, to the Subleased Premises, or as set forth in this Agreement;
 - e. that Subtenant has no charge, lien, claim or offset under the Sublease or otherwise against rents or other amounts due or to become due under the Sublease; and
 - f. that the Sublease sets forth the entire agreement between Sublandlord and Subtenant and all terms and conditions with respect to Subtenant's right to occupy the Subleased Premises.
4. **No Notice Required.** Except where required by law, Lender shall not be obligated to give Subtenant notices of any kind, including, but not limited to, those in connection with the following circumstances:
- a. for any default under the Loan Documents;
 - b. for any modification, amendment, deferral, extension, consolidation or supplement to the original or any subsequent Loan Documents; or
 - c. for any cancellation, extension, modification, renewal amendment of any lease or ground lease covering the Property or any portion thereof.
5. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal dispute shall be brought in the courts governing the County in which the Property is located.
6. **Modifications.** This Agreement may not be modified or amended except in writing signed by all parties hereto.
7. **Savings Clause.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

9. **Recordation.** This Agreement or abstracts of all or a portion of the Agreement may be recorded by the Sublandlord at any time. The Subtenant shall record all documents presented by the Sublandlord for recording, provided they are consistent with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager

Date:

By: *Bethany Mily*
Bethany E. Mily
Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Natasha Baker
Name: Natasha Baker
Capacity: Chief Academic Officer

Date: 04 / 06 / 2023

Approved As To Form

Stacey Sandoval 4/17/2023
Stacey Sandoval, Executive Director
Risk Management

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ATTACHMENT

[Add legal description of the particular property]

EXHIBIT F

RULES AND REGULATIONS

Subtenant shall faithfully observe and comply with the following Rules and Regulations. Sublandlord shall not be responsible to Subtenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other Subtenants or occupants of the Facility; provided, however, Sublandlord shall use its reasonable efforts to cause all other Subtenants and occupants of the Facility to comply with the following rules and regulations, and all such rules and regulations shall be enforced in a nondiscriminatory manner.

1. Subtenant shall bear the cost of any lock changes or repairs required by Subtenant.
2. Any requests of Subtenant shall be directed to the Sublandlord at the location for notices under the Sublease or at such office location designated by Sublandlord. Employees of Sublandlord shall not perform any work or do anything outside their regular duties unless under special instructions from Sublandlord.
3. Subtenant shall not disturb, solicit, or canvass any occupant of the Facility and shall cooperate with Sublandlord and its agents to prevent such activities.
4. Subtenant shall not use or keep in or on the Premises or the Facility any kerosene, gasoline or other inflammable or combustible fluid or material.
5. Subtenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Sublandlord or other occupants of the Facility by reason of noise, odors, or vibrations, or interfere in any way with other Subtenants or those having business therein.
6. The Premises shall not be used for lodging or for any illegal purposes.
7. Sublandlord reserves the right to exclude or expel from the Facility any person who, in the judgment of Sublandlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
8. All trash, rubbish, waste material and other garbage within the Premises shall be emptied by Subtenant on a regular basis and disposed of in the Premises' trash containers in accordance with the Rules and Regulations and at Subtenant's expense. Subtenant shall not burn any garbage in or about the Premises or anywhere within the Facility.
9. Subtenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Sublandlord or any governmental agency.

10. Subtenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed during the hours and days Subtenant is not required to be open for business to the public.

Sublandlord reserves the right at any time to reasonably change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable, nondiscriminatory rules and regulations as in Sublandlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, the Common Area and the Facility, and for the preservation of good order therein, as well as for the convenience of other occupants and Subtenants therein. Subtenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

Exhibit G

This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as “Sub landlord” and Fresno Unified School District “Sub tenant” shall have additional furniture purchase, included in Subtenants monthly lease.

Certain Furniture purchases are detailed below

Amount	Item
\$12,725.04	Existing Furniture: 1 Bar height Table, 1 Canvas Table, 2 Breakroom Tables, 1 Ottoman 4 Dining Chairs, 16 Meeting Chairs 5 Ottomans, 10 Standing Desks, 2 Armless Loveseat, 5 Stools, 6 TV's, 4 White Boards
\$9,940.16	Additional Furniture requested by FUSD: 10 Task Chairs, 4 meeting Chairs, 1 Conference Table (20 seater)
\$22,665.20	Total furniture cost

Exhibit H







This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as “Sub landlord” and Fresno Unified School District “Sub tenant” shall have additional tenant improvements that are listed below:

Certain Tenant Improvement Services / Items are listed below

Amount	Item
\$1000	Paint and Labor
\$1000	Total Tenant Improvement Charges

Title	BW41_Suite009_FUSD
File name	BW41_Suite009_FUSD.docx (1).pdf and 1 other
Document ID	db26c973b53efc57878bb064eee7eccc786e699b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	04 / 04 / 2023 19:53:58 UTC	Sent for signature to Natasha Baker (natasha.baker@fresnounified.org) and Bethany E Mily (vlopez@bitwiseindustries.com) from thovhannisyan@bitwiseindustries.com IP: 50.115.197.198
 VIEWED	04 / 06 / 2023 15:29:17 UTC	Viewed by Natasha Baker (natasha.baker@fresnounified.org) IP: 73.66.228.13
 SIGNED	04 / 06 / 2023 15:33:11 UTC	Signed by Natasha Baker (natasha.baker@fresnounified.org) IP: 73.66.228.13
 VIEWED	04 / 06 / 2023 16:48:53 UTC	Viewed by Bethany E Mily (vlopez@bitwiseindustries.com) IP: 180.149.8.211
 SIGNED	04 / 06 / 2023 16:49:12 UTC	Signed by Bethany E Mily (vlopez@bitwiseindustries.com) IP: 172.56.169.193
 COMPLETED	04 / 06 / 2023 16:49:12 UTC	The document has been completed.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 the City of Fresno Parks, After School, Recreation and Community Service Department

ITEM DESCRIPTION: Included in the Board binders is an agreement with the City of Fresno- Parks, After School, Recreation and Community Service (PARCS) Department. PARCS will provide ~~5,000~~ **2,200** swim lessons to our district students at **up to** seven of our high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside) ~~through up to three weeks in June 30,~~ **through up to three weeks in June 30,** 2023.

Additionally, with sufficient staffing, the City of Fresno PARCS can provide recreational swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays.

FINANCIAL SUMMARY: Sufficient funds in the amount of ~~\$350,000-~~ **\$150,000** are available in the Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

07865

Vendor Number

City of Fresno PARCS Department

Vendor Name

559-621-7770

Phone Number

1515 E. Divisadero St. Fresno, CA 93721-1115

Address

Georgeanne White

Vendor Contact

From: 06/01/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Name

Through: 06/30/2023

Extended Learning

Site/ Dept

559-248-7539

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1546-5899

Annual Cost \$150,000.00 (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:

City of Fresno will work with FUSD to recruit lifeguard staff. Upon staffing the City of Fresno aquatics locations, City of Fresno PARCS can provide up to three weeks of swim lessons in June 2023 for approximately 2,200 Fresno Unified School District students at up to seven FUSD high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside). Lessons will be offered up to five days per week.

Additionally, with sufficient staffing, City of Fresno PARCS can provide recreational swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays. Exact dates, times and locations for swim lessons and recreational swim will be posted at the City of Fresno's website: www.fresno.gov/parks/

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

Date Item is to appear on **Board of Education Agenda:** 04/26/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

NBA
Signed

4/19/2023

Date

Reviewed & approved by **Risk Management**

Shane J. S.
Signed

4/21/2023

Date

Reviewed & approved by **Department Head**

Janet
Signed

Mar 22, 2023

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1546-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: [Signature]

Contractor's Vendor Name: City of Fresno PARCS Department

Contractor's Contact Person: Georgeanne White

Contractor's Title: City Manager

Contractor's Telephone

Number: 559-621-7770

Contractor's E-mail: Georgeanne.White@Fresno.gov

Contractor's Address: 1515 E. Divisadero St. Fresno, CA 93721-1115

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno PARCS Department ("Contractor").

1. Contractor Services. Contractor agrees to provide

City of Fresno will work with FUSD to recruit lifeguard staff. Upon staffing the City of Fresno aquatics locations, City of Fresno PARCS can provide up to three weeks of swim lessons in June 2023 for approximately 2,200 Fresno Unified School District students at up to seven FUSD high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside). Lessons will be offered up to five days per week.

Additionally, with sufficient staffing, City of Fresno PARCS can provide recreational swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays. Exact dates, times and locations for swim lessons and recreational swim will be posted at the City of Fresno's website: www.fresno.gov/parks/

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 06/01/2023 , and shall terminate on 06/30/2023 . 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 \$150,000.00 per agreement \$150,000.00 . Checks will be made payable to City of Fresno PARCS Departm. 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 JS

- 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): \$150,000.00
- 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 JS District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

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

 Contractor's initials gwl 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: City of Fresno PARCS Department

Name: Georgeanne White

Address:

1515 E. Divisadero St.
Fresno, CA 93721-1115

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

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



4/21/2023

Date

CONTRACTOR

City of Fresno PARCS Department



Name: Georgeanne White , *Title:* City Manager

Mar 22, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to Conduct a Community Survey Regarding Potential Bond Measure

ITEM DESCRIPTION: Included in the Board binders is a proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost of up to \$47,750. Pending Board approval, the survey will be conducted May 2023, providing results to be shared at our May 30, 2023 Board Work Shop.

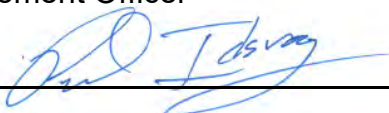
FINANCIAL SUMMARY: Sufficient funds in the amount of \$47,750 is available in the General Fund.

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

SUPERINTENDENT APPROVAL:








Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached.

Vendor Number		12100 Wilshire Boulevard, Suite 350
FM3 Research		
Vendor Name		Address
(310) 828-1183		John Fairbank
Phone Number		Vendor Contact
From 4/27/2023		Through: 5/30/2023
Term (Duration)		
FUSD Contract Administrator:		Facilities Management & Planning (559) 457-6126
Alex Belanger		
Name		Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)		030-0734-1891-0000-6100-5899

Annual Cost \$ 47,750.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Fairbank, Maslin, Maullin, Metz & Associates (FM3) will conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost of up to \$47,750. Pending Board approval, the survey will be conducted May 2023, providing results to be shared at our May 30th, 2023 board work shop.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on Board of Education Agenda: 4/26/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management

Signed

4/17/2023

Date

Reviewed & approved by Department Head

Signed

Date

Please return signed agreement back to (name/email); Alex Belanger Facilities Management & Planning



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: M500 030-0734-1891-0000-8100-5899

District Contact Person: Alex Belanger

Budget Manager Approval: _____

Contractor's Vendor Name: FM3 Research

Contractor's Contact Person: John Fairbank

Contractor's Title: Partner

Contractor's Telephone

Number: (310)828-1183

Contractor's E-mail: john@FMEResearch.com

Contractor's Address: 12100 Wilshire Boulevard, suit 350

This Independent Contractor Services Agreement is made and entered into effective 4/27/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and FM3 Research ("Contractor").

1. Contractor Services. Contractor agrees to provide

Agency:

(FM3) will conduct a community survey to gauge voter interest in a potential 2024 school facility bond measure.

Deliverables:

FM3 will develop the questionnaire, conduct interviews in two languages, and provide data analysis of; a top line results of the survey for reference, a complete set of cross-tabs in a easy to ready comprehensive format, verbatim responses to any open ended question, complete analysis of survey results in power point, and presentation of findings

Survey:

Proposed survey will provide responses from 700 voters regarding a 2024 potential bond.

Timing:

Pending Board approval, the survey will be conducted April - May 2023, providing results to be shared at our May 30 th, 2023, board workshop.

Cost: Consultation \$47,750

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 4/27/2023 , and shall terminate on 5/30/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 47,750.00 . Checks will be made payable to FM3 Research . 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 JF

- 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): \$ 47,750.00
- 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

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Contractor's initials JF District's initials SS

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

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- 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

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- 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.

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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 JF 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

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

Contractor: FM3 Research

Name: John Fairbank

Address:

Fairbank, Maslin, Maullin, Metz & Associates
FM3
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025

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

FM3 Research

John Fairbank
Name: John Fairbank *, Title:* Partner

4-12-2023

Date

Approved As To Form:

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

4/17/2023

Date



FAIRBANK, MASLIN,
MAULLIN, METZ
& ASSOCIATES

TO Fresno Unified School District

FROM John Fairbank & Adam Sonenshein
Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research)

CC Chet Wang
Keygent

RE: Proposal to Conduct 2024 Fresno Unified Finance Measure Viability Research

DATE February 15, 2023

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct voter opinion survey research evaluating the viability of a Fresno Unified School District bond measure in the March 2024 or November 2024 elections. FM3 is proud to have collaborated with Fresno Unified on three past successful bond measures: Measure Q (2010), Measure X (2016) and Measure M (2020). We suggest following a similar approach for the exploration of a future measure with a robust baseline survey exploring the potential bond measure from a variety of different angles, which may be followed by an optional, shorter tracking survey to provide updated, refined data just before the Board would need to vote to place the measure on the ballot.

The balance of this proposal is organized into three sections: **Section 1** discusses FM3's approach to the survey questionnaire; **Section 2** summarizes methodological considerations for the research; and **Section 3** outlines FM3's proposed research specifications and estimated costs.

1 SURVEY CONTENT

The surveys would quantify the current level of support for a bond measure among the District's likely voters, including building on the research that FM3 conducted for the District in 2010, 2016 and 2019 as well as learning from the recent research among Fresno Unified parents. The survey would examine and track a range of issues related to public awareness and perceptions of the District and documenting their respective changes over time. Consistent with our research for Fresno Unified's past measures, the objective of these questions will be to provide a thorough examination of the viability of a measure and identify a thematic and communications roadmap leading up to the placement of the measure.

Specific items addressed by the survey may include:

- Whether voters feel the District is headed in the **right direction or off on the wrong track**;
- To what extent voters perceive a **need for additional funding** for Fresno Unified;
- How voters view the District's **management and performance**;

12100 Wilshire Boulevard, Suite 350 | Los Angeles, CA 90025
Phone: (310) 828-1183 | Fax: (310) 453-6562

1999 Harrison St., Suite 2020 | Oakland, CA 94612
Phone: (510) 451-9521 | Fax: (510) 451-0384

- To what degree voters **trust the District** to spend taxpayer money efficiently and as promised;
- How voters respond to a **draft, hypothetical ballot question** that conforms to all of the current legal requirements;
- Identifying the **bond amounts and tax rates** that voters would be willing to support;
- Identifying the **themes and messages** that resonate most with likely voters;
- Understanding the **vulnerability to potential opposition** and how that can be mitigated;
- Updating the **sources of information** that voters most often rely on, to ensure that communication and outreach resources are used efficiently.

Consistent with our prior research for Fresno Unified, the survey will also gather relevant demographic information from the respondents to analyze responses by **gender, age, income, party registration, ethnicity, geography** and other relevant groupings. These will help identify consistent supporters and opponents of a bond measure, as well as those who are open to supporting the measure after receiving additional information.

2 METHODOLOGICAL CONSIDERATIONS

2.1 Sample Sizes & Sample Design

For the **baseline survey**, FM3 recommends a sample size of 600-700 Fresno Unified registered voters who are likely to participate in the November 2024 Presidential Election. Because roughly 60 percent of likely November 2024 voters are also likely to cast a ballot in the March 2024 statewide primary, this sample will therefore include approximately 360-420 likely March 2024 voters as well. In the past, FM3's bond measure baseline surveys for Fresno Unified have targeted 600 responses. We are adding the option of a sample size of 700 for consideration as it would allow us to offer 100 interviews in each Board district, which would then be weighted to the expected proportions of voters in each Board district for a demographically representative overall sample.

If an optional tracking survey is pursued, it would likely have a smaller sample size and shorter questionnaire as many of the issues will have been covered by the baseline survey.

2.2 Interviewing Methodology

FM3 recommends continuing with the dual-mode, online and telephone surveying approach used for Fresno Unified's bond surveys in 2019, with one enhancement: FM3 and others have found that younger voters and some other segments of the population are less responsive to email messages and telephone calls, so we recommend supplementing the email invitations to the online survey with text messages with links to the online survey.

3 PROPOSED RESEARCH SPECIFICATIONS AND ESTIMATED COSTS

Methodology	Dual-mode voter survey using a combination of online and telephone interviews
Respondent	Telephone calls, email invitations, and text invitations
Contact Method	
Questionnaire Length	20 minutes for the average respondent
Sample	600-700 Fresno USD registered voters likely to participate in the November 2024 General Election based upon past voting history
Language	Telephone interviews will be conducted in English and Spanish. Online interviews will be conducted in English only.
Deliverables	<p>Following the completion of the survey, we will provide:</p> <ul style="list-style-type: none">• A questionnaire with the topline results of the survey for easy reference• A complete set of crosstabs in an easy-to-read, comprehensive format• Verbatim responses to any open-ended questions• A complete analysis of survey results in PowerPoint• A PowerPoint and/or webinar presentation of the survey results <p>FM3 will also be available for ongoing consultation and any further analysis of the research.</p>
Costs	\$43,750 - \$47,750 depending on the sample size selected for the survey

We would be excited for the opportunity to continue working with Fresno Unified, and if you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration, and you may reach us as follows:

John Fairbank, Partner
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025
(310) 463-2230 (Cell)
John@FM3Research.com

Adam Sonenshein, Senior Vice President
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025
(310) 569-3653 (Cell)
Adam@FM3Research.com

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Agreement with J. Graham, Inc.

ITEM DESCRIPTION: Included the Board binders is an agreement with J. Graham, Inc. to conduct claims audits on the district's PPO Medical plans, Delta Dental PPO plan, Halcyon Behavioral mental health, and substance abuse plan, and PhysMetrics acupuncture and chiropractic plan.

J. Graham, Inc. will perform an analysis of the claims beginning May ~~05~~ **01**, 2023 – December 31, 2024 to help detect potential overpayments by looking at duplicate payments, payments outside of the valid eligibility time-frame, benefits applications, procedure bundling/unbundling, accuracy of pricing and provider contracts, coordination of benefits, and timely filing.

The approved fee for this project is \$72,000 and all costs will be offset by recovery of overpayments identified in the audits.

The services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active and retired employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$72,000 are available in the Internal Service Health Fund.

PREPARED BY: Steven Shubin,
Deputy Executive

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

CABINET APPROVAL: Patrick Jensen,
Jensen,
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL: Patrick





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

J. Graham Inc.

Vendor Name

615.924.4663

Phone Number

From: 5/1/2023

Term (Duration)

FUSD Contract Administrator:

Steven Shubin

Name

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

8011 Brooks Chapel Road #4035 Brentwood TN 37027

Address

John Graham

Vendor Contact

Through: 12/31/2024

Benefits Department

457-6227

Site/ Dept

telephone number

670-0841-0880-0000-6000-5899

Annual Cost \$ 72,000 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

Scope of Work Summary:

- (a) Meet with Client personnel, either by phone or in person, to outline the Claims Audit process, submit an information request to Client, and establish a process for resolving questions JGI may have during the Claims Audit with the appropriate Client personnel.
- (b) Provide a Claims Audit scope and/or data request to the TPAs.
- (c) Review Claims Data Set for completeness.
- (d) Compare total amount paid by TPA to healthcare providers as set forth in the Claims Data Set versus the amount funded by Client for Healthcare Claims.
- (e) Perform an analysis of the Claims Data Set to detect potential overpayments in some or all of the following areas: duplicate payments, payments outside valid eligibility, benefits application, procedure bundling/unbundling, accuracy of pricing and provider contract application, timely filing, coordination of benefits, multiple surgery discounts, and assistant surgeon discounts. Client agrees that the scope of the Claims Audit, the analysis performed during the Claims Audit and the decision to analyze any particular area for potential overpayments during the Claims Audit, shall be determined solely by, and at the discretion of, JGI. JGI does not warrant or represent that it will discover any or all errors or overpayments, or any particular number or percentage of errors or overpayments made by the TPA.
- (f) Review a sample of claims on a site visit at the TPA with the total number of site visit claims to be negotiated with the TPA consistent with any limitations in the audit rights between Client and TPA.
- (g) Deliver reports to TPA and Client identifying specific Healthcare Claims that Client may be entitled to recover, and review such reports with Client and/or TPA at Client's discretion.
- (h) Provide Client, as appropriate, with updates showing progress throughout the project, as well as a final report identifying Identified Amounts and Recovered Amounts as reported by the Client or the TPA to JGI.

Date Item is to appear on **Board of Education Agenda: 4/26/23 (Contracts of \$15,000.00 or more)** **click to enter date**

Reviewed & approved by Cabinet Level Officer:


Patrick Jensen (Apr 19, 2023 08:12 PDT)

Apr 19, 2023

Signed

Date

Reviewed & approved by Executive Director, Risk Management:



4/14/2023

Signed

Date

Please return signed contract to:

Mai Moua

Name

Benefits Department

Department

457-3562

Telephone



Fresno Unified
School District
Preparing Career Ready Graduates

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Benefit & Risk Management Department 670-0841-0880-0000-6000-5899

District Contact Person: Steven Shubin

Budget Manager Approval: 

Contractor's Vendor Name: J. Graham Inc.

Contractor's Contact Person: John Graham

Contractor's Title: President

Contractor's Telephone Number: 615.924.4663

Contractor's E-mail: www.jgrahaminc.com

Contractor's Address: 8011 Brooks Chapel Road #4035 Brentwood, Tennessee 37027

Contractor's Taxpayer ID# or SSN#: 46-5072936

This Independent Contractor Services Agreement is made and entered into effective 5/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and J. Graham Inc. ("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide claims and auditing services, including:

- (a) Meet with Client personnel, either by phone or in person, to outline the Claims Audit process, submit an information request to Client, and establish a process for resolving questions JGI may have during the Claims Audit with the appropriate Client personnel.
- (b) Provide a Claims Audit scope and/or data request to the TPAs.
- (c) Review Claims Data Set for completeness.
- (d) Compare total amount paid by TPA to healthcare providers as set forth in the Claims Data Set versus the amount funded by Client for Healthcare Claims.
- (e) Perform an analysis of the Claims Data Set to detect potential overpayments in some or all of the following areas: duplicate payments, payments outside valid eligibility, benefits application, procedure bundling/unbundling, accuracy of pricing and provider contract application, timely filing, coordination of benefits, multiple surgery discounts, and assistant surgeon discounts. Client agrees that the scope of the Claims Audit, the analysis performed during the Claims Audit and the decision to analyze any particular area for potential overpayments during the Claims Audit, shall be determined solely by, and at the discretion of, JGI. JGI does not warrant or represent that it will discover any or all errors or overpayments, or any particular number or percentage of errors or overpayments made by the TPA.
- (f) Review a sample of claims on a site visit at the TPA with the total number of site visit claims to be negotiated with the TPA consistent with any limitations in the audit rights between Client and TPA.
- (g) Deliver reports to TPA and Client identifying specific Healthcare Claims that Client may be entitled to recover, and review such reports with Client and/or TPA at Client's discretion.
- (h) Provide Client, as appropriate, with updates showing progress throughout the project, as well as a final report identifying Identified Amounts and Recovered Amounts as reported by the Client or the TPA to JGI.

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
4. Term. This Agreement shall begin on 5/1/2023 , and shall terminate on 12/31/2024 There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. District agrees to pay Contractor at following rate of \$ \$72,000. Checks will be made payable to J. Graham Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice. This total fee will be paid in three equal installments of \$24,000, the first of which will be due upon signature of this Service Agreement, the second three months after signature of Service Agreement, and final upon release of the Final Audit Report for all four claims audits (medical, dental, behavioral and chiropractic/acupuncture).
6. Incidental Expenses:
- ☐ Yes (see below) ☒ No, Vendor initial here JMG

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

- 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
- i. \$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): \$72,000
- f. Other \$0
7. Employment. Are you a FUSD employee?
- ☐ Yes
☒ No

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

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

10. Conflict of Interest. Contractor does 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.
11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) 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 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

12. Transfer of Data. Not applicable.

Confidentiality

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 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 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.
- f. 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.

Indemnification, Insurance, and Taxes

14. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
15. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; and The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. 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's 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.
16. **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. In particular, 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.
17. **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.

Dispute Resolution

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
19. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.
20. **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.

Miscellaneous

21. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

a. District:
Executive Director of Purchasing
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor:
Name: J. Graham Inc.

Address:
8011 Brooks Chapel Road #4035
Brentwood, TN 37027

cc: Steven Shubin
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.
28. Waiver and Amendment. 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.
29. 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.

30. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
31. Business Associate Agreement. Attached as Exhibit A is a Business Associate Agreement which shall be executed by Contractor.
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.

DISTRICT

Fresno Unified School District

CONTRACTOR

Patrick Jensen, Interim Chief Financial Officer

Date



John Graham, President

2/10/2023

Date

Approved As To Form:



4/14/2023

Stacey Sandoval, Executive Director
Risk Management

Business Associate Addendum

This Business Associate Addendum (“Addendum”), effective **February 1, 2023** regardless of the date executed, is incorporated into and made part of the Independent Contractor Services Agreement (“Agreement”) by and between the Fresno Unified School District Employee Health Care Plan (“Covered Entity”) and J. Graham Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Breach. Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean J. Graham Inc.

(d) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) Successful Security Incident. “Successful Security Incident” shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) Unsuccessful Security Incident. “Unsuccessful Security Incident” shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

(g) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

- (i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;
- (ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and
- (iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, Business Associate will implement to address the security inadequacies.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

- (i) Any Successful Security Incident not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or
- (ii) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(g) Business Associate shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Covered Entity upon Covered Entity's request.

(h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").

- (i) Business Associate shall provide initial notice of the Breach no later than forty-eight (48) hours after the discovery of the Breach. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.
- (ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.
- (iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq.*), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.
- (iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for any and all costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity.

(i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(j) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.

(k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(m) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within forty-eight (48) hours after Business Associate becomes aware of such Breach.

(w) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Addendum. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Addendum's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Covered Entity and Business Associate Business remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that

such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of February 1, 2023 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may terminate this Addendum if Covered Entity determines that there has been a material breach by Business Associate. Upon violation of a material term of this Addendum by Business Associate, Covered Entity may either:

- (i) Provide a ten (10) day opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the ten (10) day period, Covered Entity may terminate this Addendum and any other Agreement between Covered Entity and Business Associate pursuant to which Business Associate provides the Services to Covered Entity; or
- (ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity's reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or

- (iii) If neither termination nor cure are, in Covered Entity's sole determination, feasible, Covered Entity shall report the violation to the Secretary.
- (iv) Upon any breach of this Addendum that results in termination of this Addendum, Covered Entity shall have the right to terminate the Agreement and to pursue damages under the Agreement and this Addendum.

(c) Obligations of Business Associate Upon Termination. Except as provided in paragraph (i) below of this Section, upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate destroys PHI received from Covered Entity, Business Associate shall, upon request of Covered Entity, certify such destruction in writing to Covered Entity. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Neither Business Associate nor any Subcontractor or agent of Business Associate shall retain copies of the PHI.

- (i) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written consent that return or destruction of PHI is infeasible, Business Associate may retain the PHI that is not feasible to return, for so long as it remains infeasible to return such PHI. In such event, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (ii) Termination of Business Associate Relationship. The Business Associate agrees to include in its agreements with any agents or Subcontractors that create, receive, maintain and/or transmit PHI, termination provisions corresponding to the terms set forth in this Section V.

- (d) The provisions of this Section V shall survive termination of this Addendum.

VI. Miscellaneous

(a) Relationship of Parties. This Addendum shall not create nor be deemed to create any relationship between Covered Entity and Business Associate other than that of independent contractors contracting with each other solely for the purpose performing the agreement pursuant to which Business Associate provides services to Covered Entity. Business Associate is not an agent of Covered Entity. Neither Covered Entity nor Business Associate shall assume or be responsible for the acts, omissions, liabilities, debts, or other obligations of the other party, other

than as specifically set forth in this Addendum and the Services Agreement pursuant to which Business Associate provides the services to Covered Entity.

(b) Entire Agreement. This Addendum sets forth the entire understanding and agreement between the Parties relating to the use and disclosure of PHI and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements, and understandings regarding the Use and Disclosure of PHI are superseded hereby.

(c) Controlling Addendum. In the event that any provision of this Addendum conflicts with the Agreement with regard to compliance with HIPAA, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(d) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

(e) Amendment. This Addendum may not be amended or revised except with the written consent of the Parties. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(f) Ambiguities. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, HITECH, the HIPAA Regulations and any amendments thereto.

(g) Survival. Notwithstanding the expiration or termination of this Addendum for any reason, any provisions of this Addendum that imposes or contemplates continuing obligations on a Party, including, but not limited to Section V(c), shall survive the expiration or termination of this Addendum.

(h) Waiver. Any failure or delay by either Party in exercising any right under this Addendum shall not operate as a waiver of such Party's rights, nor shall any single or partial exercise of any right serve to preclude a subsequent exercise of such right.

(i) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(j) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(k) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile

transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Steven Shubin
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-6227
Steven.Shubin@fresnounified.org

Brandie Barrows, AAL
Taylor English Duma LLP
7172 Regional Street, #282
Dublin, CA 94568
(510) 772-9334
bbarrows@taylorenghish.com

Notice shall be given to Business Associate as follows:

John Graham Inc.
8011 Brooks Chapel Road #4035
Brentwood, Tennessee 37027
Attention: John M. Graham
Email: john@jgrahaminc.com

(l) Indemnification. Business Associate acknowledges and understands that HITECH (including the rules and regulations thereunder) imposes direct responsibility on Business Associate for its conduct as a business associate and that Business Associate is subject to direct liability for both civil and criminal penalties for the violations of its Subcontractors. Business Associate shall indemnify, hold harmless and defend Covered Entity and Covered Entity's directors, officers, agents, and employees from and against any and all penalties, claims, losses, liabilities, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from, or relating to, the acts or omissions of Business Associate or by its employees, directors, officers, Subcontractors, or agents in connection with the duties and obligations of Business Associate under this Addendum, including, without limitation, any reasonable expenses Covered Entity incurs relating in any way to a Breach caused by Business Associate or its subcontractors or agents. Any limitation of liability in the underlying Agreement shall not apply to the damages under this Section VI(l).

(m) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(n) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY

BUSINESS ASSOCIATE

FUSD Employee Health Care Plan

J. Graham Inc.

By: _____

By:  _____

Print Name: Patrick Jensen

Print Name: John Graham

Print Title: Interim Chief Financial Officer

Print Title: President

Date: _____

Date: 2/10/2023

Approved As To Form



4/14/2023

Stacey Sandoval, Executive Director
Risk Management







J Graham

Final Audit Report

2023-04-14

Created:	2023-04-12
By:	Mai Moua (mai.moua@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcDfJ0e4p1WIRnv2bxQ1764EaMFI4pzN_

"J Graham" History

-  Document created by Mai Moua (mai.moua@fresnounified.org)
2023-04-12 - 4:45:04 AM GMT
-  Document emailed to Steven Shubin (steven.shubin@fresnounified.org) for signature
2023-04-12 - 4:50:30 AM GMT
-  Email viewed by Steven Shubin (steven.shubin@fresnounified.org)
2023-04-12 - 2:50:57 PM GMT
-  Document e-signed by Steven Shubin (steven.shubin@fresnounified.org)
Signature Date: 2023-04-12 - 2:51:04 PM GMT - Time Source: server
-  Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2023-04-12 - 2:51:06 PM GMT
-  Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2023-04-12 - 4:22:19 PM GMT
-  Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2023-04-14 - 9:05:13 PM GMT - Time Source: server
-  Agreement completed.
2023-04-14 - 9:05:13 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

J Graham Inc.

Final Audit Report

2023-04-19

Created:	2023-04-18
By:	Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIG92-pKT5mQJ09dk3skh8pkEPP3BnWII


"J Graham Inc." History

 Document created by Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)


2023-04-18 - 11:07:24 PM GMT- IP address: 206.78.213.140

 Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature

2023-04-18 - 11:09:05 PM GMT

 Email viewed by Patrick Jensen (patrick.jensen@fresnounified.org)

2023-04-19 - 5:58:43 AM GMT- IP address: 146.75.154.1

 Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)

Signature Date: 2023-04-19 - 3:12:28 PM GMT - Time Source: server- IP address: 206.78.213.101

 Agreement completed.

2023-04-19 - 3:12:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Agreement with Moreno Institute, LLC.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Moreno Institute LLC. Moreno Institute LLC. will partner with the College and Career Readiness/Extended Learning Department to provide after-school arts and literacy support during Summer Academy 2023 at up to 76 elementary and middle schools.

Daily after-school Summer Academy support hours: 1:30 p.m. – 5:30 p.m. with small group instruction.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$902,538 are available in the Extended Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31247

Vendor Number

Moreno Institute LLC

Vendor Name

559-269-2642

Phone Number

From: 06/01/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Name

1625 E. Shaw Ave. Suite 137, Fresno, CA 93710

Address

Raul Z. Moreno

Vendor Contact

Through: 06/30/2023

Extended Learning

559-248-7539

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1546-5899

Annual Cost \$902,538.00

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

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:

Moreno Institute LLC agrees to provide arts and literacy support for 2023 Summer Academy at up to 76 elementary and middle schools.

Services will include:

Two small group instructors per site

Vendor-prepared curriculum

Professional development training

School site prep

Daily Summer Academy after school support from 1:30 pm - 5:30 pm with small group instruction

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

Date Item is to appear on **Board of Education Agenda:** 04/26/23 Will this contract be submitted with **Bundled Contracts?** No
(Contracts of \$15,000.00 or more)

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

N. B. ...
Signed

4/10/2023

Date

Reviewed & approved by **Risk Management**

Shirley ...
Signed

4/13/2023

Date

Reviewed & approved by **Department Head**

...
Signed

Mar 27, 2023

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1546-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: 
Print (Mar 27, 2023 15:47 PM)

Contractor's Vendor Name: Moreno Institute LLC

Contractor's Contact Person: Raul Z. Moreno

Contractor's Title: Executive Director

Contractor's Telephone
Number: 559-269-2642

Contractor's E-mail: raulmoreno@morenoinstitute.org

Contractor's Address: 1625 E. Shaw Ave. Suite 137, Fresno, CA 93710

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Moreno Institute LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Moreno Institute LLC agrees to provide arts and literacy support for 2023 Summer Academy at up to 76 elementary and middle schools.

Services will include:

Two small group instructors per site

Vendor-prepared curriculum

Professional development training

School site prep

Daily Summer Academy after school support from 1:30 pm - 5:30 pm with small group instruction

At the conclusion of Summer Academy, Moreno Institute LLC will submit an executive summary and an invoice outlining services provided.

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

3. Term. This Agreement shall begin on 06/01/2023 , and shall terminate on 06/30/2023 . 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 \$11,875.50 per school site , Not to exceed \$902,538.00 . Checks will be made payable to Moreno Institute 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 EM

- 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): \$902,538.00
- 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.ppepas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

Contractor's initials EM District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's initials EM 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: Moreno Institute LLC

Name: Raul Z. Moreno

Address:

1625 E. Shaw Ave. Suite 137
Fresno, CA 93710

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

Moreno Institute LLC



Name: Raul Z. Moreno *, Title:* Executive Director

Mar 27, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

4/13/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Award of Bid 23-34, Roosevelt High School Interim Housing

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-34, Roosevelt High School Interim Housing. The project is for the installation of two interim housing portable buildings. The new portables will serve as interim housing during the forthcoming administration building modernization and subsequent west hall and library modernizations. The portables will be equipped with confidential spaces that will support administration as well as large open areas that can be equipped with systems furniture.

The request for bids was lawfully advertised on February 15, 2023. Notifications were sent to 174 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 16, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Ardent General, Inc., (Fresno, California) \$ 633,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$ 633,000 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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-34, ROOSEVELT HIGH SCHOOL INTERIM HOUSING

Bid Opening Date: March 16th, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Ardent General, Inc.	Fresno	\$633,000
Marko Construction Group, Inc.	Fresno	\$675,733

Low bid determined by Base Bid.

Staff recommends award of \$633,000 to Ardent General, Inc., the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Award of Request for Proposals 23-37, Ready to Serve Pizza with Site Delivery Services

ITEM DESCRIPTION: Included in the Board binders is information on Request For Proposal (RFP) 23-37, Ready to Serve Pizza with Site Delivery Services to establish fixed pricing for ready-to-serve, individual size, whole grain pizza with site delivery services to elementary, middle and high schools to serve during after-school programs. This product has been served on a smaller scale in the past and was well-received by students. The pizza, with whole grain crust and low-fat cheese and pepperoni, complies with the Child and Adult Care Food Program nutrition standards for serving under the district Super Snack Program. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. The evaluation criteria was based on price, taste test, food safety, delivery capacity, technology and reports, and local procurement standards.

The request for proposals was lawfully advertised on February 22, 2023 and March 01, 2023. Proposals were opened on March 10, 2023. Notifications were sent to 43 vendors, and the district received two responses. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award of Schedule A to the best value vendor:

Buster Enterprises (Fresno, California) \$1,373,320

Approval will allow the Nutrition Services Department to utilize ready to serve pizza on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,373,320 are available in the 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

SUPERINTENDENT APPROVAL:



**FRESNO UNIFIED SCHOOL DISTRICT
 BID TABULATION
 RFP NO. 23-37, READY TO SERVE PIZZA WITH SITE DELIVERY SERVICES**

RFP Opening Date: March 10, 2023 prior to 2:00 P.M.

Buyer: Angelina Orozco

Schedule A							
				BUSTER ENTERPRISES, FRESNO, CA		VMAK ENTERPRISES DBA HUNGRY HOWIES, JARUPA VALLEY, CA	
ITEM NO.	ESTIMATED ANNUAL USAGE	UOM	PRODUCT SPECIFICATIONS	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	304,000	Each	Individually Box, 6" X 6" Pepperoni Pizza , Whole Grain pizza that meets a 2 oz protein and minimum 2 oz whole grains, must meet CACFP Meal Pattern Requirements, sliced in half. Buster Enterprises #SSPP2020 or Equal. Sodium not to exceed 825 mg per serving. Pepperoni to be Reduced Fat and Sodium. Cheese to be Part Skim Mozzarella Cheese. Must Comply with FUSD Unacceptable Ingredient List	\$ 3.63	\$1,103,520		No Bid
2	76,000	Each	Individually Box, 6" X 6" Cheese Pizza , Whole Grain pizza that meets a 2 oz protein and minimum 2 oz whole grains, must meet CACFP Meal Pattern Requirements, sliced in half. Buster Enterprises #SSPC2020 or Equal. Sodium not to exceed 600 mg per serving. Cheese to be Part Skim Mozzarella Cheese. Must Comply with FUSD Unacceptable Ingredient List.	\$ 3.55	\$269,800		No Bid

Sub-Total: **\$1,373,320**

Low bid determined by combined total of bid items 1 and 2.

Staff recommends award of \$1,373,320.00 to Buster Enterprises, the lowest responsive, responsible bidder for bid items 1 and 2.

Staff deemed Vmak Enterprises DbA Hungry Howies non-responsive due to omission of required documents with submittals.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders is a piggyback contract for use during the remainder of fiscal year 2022/23 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to portable buildings.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies and materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports.

The complete contracts are available for review in the Purchasing Department.

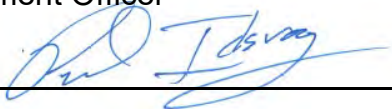
FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

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

SUPERINTENDENT APPROVAL:





PIGGYBACK BACKUP SUPPLEMENTAL LIST

April 26, 2023 BOARD MEETING

Supplier and Primary Location		Piggyback Contract Name (and Cooperative Agency Name, if applicable)	Lead Agency	Estimated Annual \$	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
1.	McGrath RentCorp, dba Mobile Modular Management Corporation Livermore, CA	Piggyback Bid for Portable Buildings and Associated Options	Santa Rita Union School District	\$2,000,000	Allows purchase of portable Buildings and Associated Options.	Discounted list prices. Replaces Bid B-17-28-11-000-9291 that expired 01/15/23.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 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 Proposed Revisions for Board Bylaws

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- Board Bylaw 9250 Remuneration, Reimbursement, And Other Benefits
- Board Bylaw 9270 Conflict of Interest
- Board Bylaw 9320 Meetings and Notices
- Board Bylaw 9322 Agenda/Meeting Materials
- Board Bylaw 9323.2 Actions by the Board
- Exhibit 9323.2 Actions by the Board

This revision meets the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red strikethrough – Recommended deletion

Green font – CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified Board Bylaw (BB) 9250

Remuneration, Reimbursement And Other Benefits

Compensation

Each member of the Governing Board may receive the monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, ~~he/she~~ is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings ~~he/she~~ **they** attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings ~~he/she~~ **they** missed when the Board, by resolution, finds that ~~he/she they were was~~ performing designated duties for the district at the time of the meeting or that ~~he/she they were was~~ absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education code 35120)

Student Board members shall receive no remuneration for meetings attended. (Education Code 35012)

(cf. 9150-Student Board Members)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel or other authorized purposes, as directed by the Board, shall be reimbursed in accordance with policies established for district personnel and at the same rate of reimbursement. **(Education Code 35044)**

(cf. 1160- Political Processes)

(cf. 3100 – Budget)

(cf. 3350- Travel Expenses)

(cf. 3513.1 Cellular Phone Reimbursement)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

The Board President is authorized to approve attendance at conferences or meetings and other travel for members of the Board. The clerk of the Board shall approve conference and other travel of the Board president. An annual information report shall be provided to each Board member showing the year-to-date travel expenses incurred by each of the above-named officials.

(cf. 4133.1 – Travel Reimbursement)

Each Board member shall receive an annual travel allocation. Board members who serve as Board appointed delegates may receive an additional allocation to support their attendance and participation at mandatory meetings/conferences.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Before the expense is incurred, any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee.

Health and Welfare Benefits for Current Board Members

Health and welfare benefits for Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at ~~his/her~~ **their** own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at ~~his/her~~ **their** expense and at the same level, to ~~his/her~~ **their** spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth,

breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops 35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board 35120 Compensation services as member of governing board 35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000) Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

revised: January 14, 2004

revised: April 11, 2012

revised: June 1, 2016

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified School District Board Bylaw (BB) 9270

Conflict of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by **the Board member's, district employee's, or other designated persons** ~~their~~ financial, family, or other personal interest or consideration.

(cf. 9005 – Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect ~~their~~ **the Board member's** relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which ~~their~~ **the Board member's** relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 – Meeting and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302,

87302.6)

(cf. 4117.2/4217.2/4317.2 – Resignation)
(cf. 9222 – Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which they knew or has reason to know that **there is he/she has** a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a “reasonably foreseeable material financial effect” which is distinguishable from the effect on the public generally, on the **district official, the district official's Board member, designated employee or other person in a designated position, their** immediate family, or any financial interest described in 2 CCR 18700 (Government Code 87100, 87101, 87103; 2CCR 18700-18707⁹)

A **district official Board member, designated employee, or other person in a designated position** makes a governmental decision when, **acting** within the authority of their office or position, **the district official** authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a **no other** district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which **the district official has they have** a financial interest if **such their** participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

- 1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.**
- 2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.**
- 3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.**
- 4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully**

accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. **Not discuss or vote** ~~Recuse themselves from discussing and voting~~ on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. **The Board member** ~~They~~ may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose their interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that their ~~recusal~~ is because of a conflict of interest pursuant to Government Code 87100. **The Board member** ~~They~~ shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which they ~~are~~ **is** ~~have~~ only a “remote interest” in the contract as specified in Government Code 1091, if the interest is

disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which their interest is a "noninterest" as defined in Government Code 1091.5.

Noninterest includes a Board member's interest in being reimbursed for their actual and necessary expenses incurred in the performance of their official duties, in the employment of **their** a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which **the Board member's** **their** private or personal interest may conflict with **their** official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 – Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated

employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

1006 Prohibition against school district employees serving on county board of education Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

52334-53235.2 Ethics training

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

82033 Definition, interest in real property

82034 Definition, investment

84308 Campaign disclosure

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

PUBLIC CONTRACT CODE

6102 Awarding of contracts

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18438.1-18438.8 Campaign contribution-based conflicts of interest

18700-187607 Conflicts of Interest General prohibitions

18722-18740 Disclosure of interests

187530.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. [2016] 247 Cal.App.4th 235 [4/12/16, No. 8262850]

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Ca.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

105 Ops.Cal.Atty.Gen. 69 (2022)

92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen.217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources: CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: September 27, 2000

revised: March 10, 2004

revised: September 22, 2004

revised: February 12, 2013

revised: December 14, 2016

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified Board Bylaw (BB) 9320

Meetings And Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and **location place including teleconference location, as permitted by Government Code 54953**, to hear, discuss, ~~or~~ deliberate, **or take action** upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act) the Board shall holds its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and Board-adopted bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through personal intermediaries, **including social media and other electronic communications, and technological devices** to discuss, deliberate, or **take action** ~~develop a collective concurrence as to an action that members will take~~ on any item ~~of district business~~ that is within the subject matter jurisdiction of the Board. **(Government Code 54952.2)**

However, an employee or district official may engage in separate conversations **or communications** with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as the employee or district official does not communicate the comments or position of any Board member to other Board members. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance to any person on the basis of ancestry or any characteristic listed in Government Code 11135, ~~including, but not limited to, religion, sex, or sexual orientation~~. **In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except ~~when otherwise allowed by law~~ to do any of the following (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice

required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

~~Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

In order to help ensure **the** participation ~~in the meeting by disabled of~~ individuals **with disabilities at Board meetings**, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. **Any doubt about a request for accommodation shall be resolved in favor of accessibility.** (Government Code **54953**, 54953.2, 54954.1, **54954.2**)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Meeting notices and agendas shall specify that individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent or designee at least two days before the meeting date.

Regular Meetings

The Board shall adopt a schedule specifying the date, time and place of its regular meetings. (Education Code 35140)

The Board shall hold two regular meetings on the second and fourth Wednesdays of each month, unless posted otherwise. Regular meetings shall be held at 5:30 p.m. at the Education Center unless posted otherwise.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public, and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

A notice of each regular meeting shall be mailed to any person who has filed with the Board a written request for such notice. The notice shall be mailed the week preceding, but not less than 72 hours prior to the meeting. Requests are valid for one year from the date filed unless renewed. Renewal requests must be filed within 90 days after January 1 of each year.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose **or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board.** (Government Code 54957.5)

If a fire flood, earthquake or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)

Special Meetings

Special meetings of the Board may be called **at any time** by the presiding officer or a majority of the Board members. **Except as authorized by Government Code Section 54957.6, However,** a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other **management executive** employee as described in Government Code 3511.1. **No action shall be taken at a special meeting regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other executive employee as described in Government Code 3511.1** (Government Code 54956).

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members, the Superintendent, and the local media who have requested such notice in writing. The notice shall also be posted on the district's **Internet** web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; no other business shall be considered at these meetings. (Education Code 35144, Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or **during after** the item's consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours' before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. **An emergency, which shall be defined as** ~~A~~ a work stoppage, crippling activity or other activity that severely impairs public health, and/or safety, as determined by a majority of the members of the Board.

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the member of the Board.

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board President or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notices of special meetings. **All telephone numbers provided by the media in the most recent request for notification shall be exhausted.** If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those local media **representatives of the meeting and shall describe** ~~which have requested notice for special meetings, describing~~ the purpose of the meeting and any action taken by the Board. (Government Code 54956.5)

In the case of a dire emergency, the Board President or designee shall give such notice at or near the time **notification is given to** ~~he/she notifies~~ the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

~~No closed session may be held during an emergency meeting. All other rules governing special meetings shall be observed, with the exception of the 24-hour notice requirement. The minutes of the meeting, a list of persons the president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least ten days in a public place as soon after the meeting as possible. (Government Code 54956.5)~~

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. A ~~majority vote by the Board may adjourn any meeting to a later time and place that shall be~~

~~specified in the order of adjournment.~~ (Government Code 54955)

~~If no members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)~~

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 – Concepts and Roles in Administration)

(cf. 9000 – Role of the Board)

(cf. 9005 – Governance Standards)

(cf. 9400 – Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, aAgendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. **Additional teleconference locations may be provided to the public.** (Government Code 54953)

All teleconference locations shall be accessible to the public **and the public shall have the right to address the Board directly at each teleconference location.** **Additional teleconference locations may**

be provided to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. State or local officials continue to impose or recommend measures to promote social distancing

Hearings

The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.

If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.

Other Gathering

Attendance by a majority of the Board members at any of the following events is not subject to **Brown Act** state open meeting laws provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Board members.

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and notice meeting of or at a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act open meeting laws. (Government Code 54952.2)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings
 35143 Annual organizational meeting, date, and notice
 35144 Special meeting
 35145 Public meetings
 35145.5 Agenda; public participation, and regulations
 35146 Closed sessions, student matters
 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

3511.1 Local agency executives
 11135 Prohibition of state programs and activities, discrimination
 54950-54963 The Ralph M. Brown Act, especially:
 54953 Oral summary of recommended salary and benefits of superintendent Meetings to be open and public, attendance
 54954 Time and place of regular meetings
 54954.2 Agenda posting requirements, board actions
 54956 Special meetings, call, notice
 54956.5 Emergency meetings
 7920.000-7930.170 California Public Records Act
 8625-8629 California Emergency Services Act

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.160 Effective communications for individuals with disabilities
 36.303 Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
 Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
 Wolfe v. City of Freemont, (2006) 1444 Cal. App. 54433

ATTORNEY GENERAL OPINIONS

88 Ops. Cal. Atty. Gen. 218 (2005)
 84 Ops. Cal. Atty. Gen. 181 (2001)
 84 Ops. Cal. Atty. Gen. 30 (2001)
 79 Ops. Cal. Atty. Gen. 69 (1996)
 78 Ops. Cal. Atty. Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 20196

WEB SITES

CSBA: <http://www.csba.org>
 California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted September 26, 1991 Fresno, California

revised: December 12, 2001

revised: February 13, 2003

revised: January 14, 2004

revised: January 8, 2014

revised: Spring __, 2023

Policy Section: 9000 Board Bylaws

Fresno Unified Board Policy (BP) 9322

Agenda/Meeting Materials

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

~~The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item.~~ The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5, Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents related to an open session item that have been distributed to the Board less than 72 hours before meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request for ~~specify that an individual should contact in writing, the Superintendent or designee if he/she requires~~ disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Superintendent, as Secretary to the Board, in consultation with the Board president, shall prepare the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 – Vision)
(cf. 0200 –Goals for the School District)
(cf. 9121 - President)
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least ~~two~~ **four** weeks before the scheduled meeting date. Items submitted less than ~~two~~ **four** weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing an item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly. ~~or whether the issue is covered by an existing policy or administrative regulation.~~

If the Board president and Superintendent determine that the item is appropriate for placement on the agenda, the Board President and the Superintendent will decide whether the item is appropriate for discussion in open or closed session and whether the item should be an action item, subject to Board vote, an informational item that does not require immediate action, or consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Consent Agenda/Calendar

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item **unless such item that has not has** been previously considered. ~~However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered~~ at an open meeting of a committee comprised exclusively of **all the** Board members provided that members of the public were afforded an opportunity to comment on the item at that

meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

Agenda Dissemination to Board Members

A copy of the agenda, and an agenda packet shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and other; and other available documents pertinent to the meeting.

When special meetings are called, **Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)**

The Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to **ask questions and/or** request additional information on agenda items. However, a majority of Board members shall not, **outside of a noticed meeting,** directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 – Board Member Electronic Communications)

Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, ~~provided the document is a public record under the Public Records Act. The Superintendent or designee may also post a document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting.~~ (Government Code 54957.5)

(cf. 1113 – District and School Web Sites)
(cf. 1340 – Access to District Records)

The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first, or email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. Government Code 54957.5)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 **Agenda; Right of public participation and regulations to place matters on agenda**
49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business **for borrowing of \$100,000 or more**
54954.1 **Request for copy of Mailed agenda or agenda packet by member of public of meeting**
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings

54957.5 Public records
54960.2 Challenging board actions; cease and desist
7920.000-7930.170 California Public Records Act
95000-95004 California Early Intervention Services Act
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications for individuals with disabilities
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
COURT DECISIONS
Mooney v. Garcia (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dis. LEXIS 66318
Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 1999
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003 California Attorney General's Office, 2002
CALIFORNIA CITY ATTORNEY PUBLICATIONS
Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA: <http://www.csba.org>
California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
reviewed: January 12, 2000
reviewed: February 13, 2003
revised: January 28, 2004
revised: January 8, 2014
revised: Spring ___, 2023

Policy Section: 9000 Bylaws

Fresno Unified Board Bylaw (BB) 9323.2

Actions By The Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9012 - Board Member Electronic Communications)

(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members.
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision.
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance.

(cf. 9322 - Agenda/Meeting Materials)

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court **for the purpose of: (Government Code 54960, 54960.2)**

1. ~~to stop~~ **ping** or ~~prevent~~ **ing** the Board's violation or threat ~~ened~~ **ed** of violations of the Brown Act,
2. ~~to determine~~ **ing** the applicability of the Brown Act to ongoing or future threatened Board actions,
3. **Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:**
 - a. **Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.**

- b. ~~The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.~~
- c. ~~The action is brought within the time required by Government Code 54960.2.~~
- 4. ~~to determine~~ing the validity, under California or federal law, of any Board rule or action ~~to~~ which penalizes any of its members or otherwise discourages ~~their~~ the member's expression, ~~or to~~
- 5. ~~compelling~~ the Board to audio record its closed sessions because of ~~a courts finding of the Board's~~ its violation of any applicable Government Code provision. ~~(Government Code 54960)~~

The district attorney or any interested person may ~~file an action in court to nullify a Board action which is~~ present a demand that the Board cure and correct action which he/she alleges ~~sd to be~~ is in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

~~Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a~~ Any demand to "cure and correct" ~~the an~~ alleged violation. ~~The demand~~ shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: ~~(Government Code 54960.1)~~

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

~~In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)~~

1. ~~Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.~~
2. ~~The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.~~

Legal Reference:

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17514 **Leasing for production of gas, resolution requiring unanimous vote of all members constituting board**

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178 **45** Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54950-54963 The Ralph M. Brown Act, **especially:**

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance **secret ballots**

54960-54960.5 Actions to prevent violations

65352.2 **Communicating and coordination of school sites with planning agency**

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 **School District contracts over \$50,000; contracts for construction; award to lowest responsible bidder**

20113 Emergencies, award of contracts without bids

20114 Repairs, maintenance, and improvements to district facilities by day labor of force account

22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance

22035 Repair or replacement of facilities in case of emergency

22050 Emergency contracting procedures

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313

McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 1999

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies,, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A Users Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA: <http://www.csba.org>

California Attorney Generals Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

reviewed: February 13, 2003

revised: January 28, 2004

revised: June 1, 2016

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified Board Exhibit (E) 9323.2 Actions Requiring A Super Majority Vote

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing **of funds needed for immediate requirements of the district pursuant to Government Code 53820-53833,** to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s). (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)*

7. When the district is organized to serve only grades K-8, **action and seeks** to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district **is organized to serve only grades K-8,** has an average daily attendance (ADA) of 2,500 or less, **or desires to operate a community day school to serve any of grades K-6 (and no higher grades)** and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

~~9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

~~10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification is required based on a two-thirds vote of the governing board, stating that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~11.~~ 9.** Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12-10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13-11. Resolution to place a parcel tax on the ballot, **approved by a two-thirds vote of the Board unless a greater vote is required by statute** (Government Code 53724)

14-13. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. — The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2-1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822-53824)

2. — Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4-2. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

3. When the district has a seven-member Board and has adopted the procedures set forth in, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5-3. Resolution to award a contract for a public works project **at \$212,500** ~~when all bids received are in excess of one hundred seventy five thousand dollars (\$175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty seven thousand five hundred dollars (\$187,500)~~ or less, to the lowest responsible bidder, **when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and if** the Board determines **that** the **district's** cost estimate ~~of the public agency~~ was reasonable. (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas **and taking of gas not associated with oil** (Education code 17510-17511)
2. **Authorization of the use of day labor or force account, or w**~~wa~~iver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property,** and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Note: For example, when a full seven voting member board (a super majority of the Board) would consist of five Board voting members

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
version: September 24, 1998 Fresno, California
reviewed: February 13, 2003
revised: January 28, 2004
revised: May 30, 2018
revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-19a

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 High Performance Academy, LLC.

ITEM DESCRIPTION: Included in the Board binders is an agreement with High Performance Academy, LLC. High Performance Academy LLC will partner with the College and Career Readiness/Extended Learning Department to provide families with Summer Camp awareness and registration support at individual elementary schools to promote the participation of students in the 2023 Summer Camp opportunities.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$65,925 are available through the Expanded Learning Opportunities program.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31786

Vendor Number

High Performance Academy LLC.

275 N. Minnewawa Ave. Clovis, CA 93612

Vendor Name

559-472-3941

Address

Jesus Garcia

Phone Number

Vendor Contact

From: 4/27/2023

Through: 6/30/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-5899

Annual Cost \$65,925.00

(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:

High Performance Academy LLC. (HPA) agrees to provide 19 days of outreach support at 40 FUSD elementary schools prior to Summer Camps 2023. HPA will provide trilingual marketing content (English, Hmong, Spanish) to promote awareness of Summer Camps and assist families with registration completion. HPA can support up to four school sites at once with their staff of 12 and they will visit each school site twice. HPA staff will be on site before school and after school for promotion of camps and registration assistance.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.

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

Date Item is to appear on **Board of Education Agenda:** 04/26/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

N. B. B.
Signed

4/19/2023

Date

Reviewed & approved by **Risk Management**

Blaney A. S.
Signed

4/20/2023

Date

Reviewed & approved by **Department Head**

Francis T.
Signed

Apr 18, 2023

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: [Signature]

Contractor's Vendor Name: High Performance Academy LLC.

Contractor's Contact Person: Jesus Garcia

Contractor's Title: Founder

Contractor's Telephone

Number: 559-472-3941

Contractor's E-mail: jesus@hpanation.com

Contractor's Address: 275 N. Minnewawa Avenue, Clovis, CA 93612

This Independent Contractor Services Agreement is made and entered into effective 4/27/2023

(the "Effective Date") by and between the Fresno Unified School District ("District") and

("Contractor").

High Performance Academy LLC.

I. Contractor Services. Contractor agrees to provide

High Performance Academy LLC. (HPA) agrees to provide 19 days of outreach support at 40 FUSD elementary schools prior to Summer Camps 2023. HPA will provide trilingual marketing content (English, Hmong, Spanish) to promote awareness of Summer Camps and assist families with registration completion. HPA can support up to four school sites at once with their staff of 12 and they will visit each school site twice. HPA staff will be on site before school and after school for promotion of camps and registration assistance.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.

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

3. Term. This Agreement shall begin on 4/27/2023, 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 \$65,925.00 per agreement \$65,925.00. Checks will be made payable to High Performance Academy 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 JS

- 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): \$65,925.00
- 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.ppepas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

Contractor's initials JS District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's initials jd 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: High Performance Academy LLC

Name: Jesus Garcia

Address:

275 N. Minnewawa Ave.
Clovis, CA 93612

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

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

Stacey Sandoval

4/20/2023

Date

CONTRACTOR

High Performance Academy LLC.

Jesus Garcia

Name: Jesus Garcia *Title:* Founder

Apr 18, 2023

Date

20230426-A-Approve Agreement with High Performance Academy-BACKUP

Final Audit Report

2023-04-20

Created:	2023-04-20
By:	Mai Moua (mai.moua@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYTBx7ImBh_Cz6lj225TDb6gbSPAIfA95

"20230426-A-Approve Agreement with High Performance Academy-BACKUP" History



Document created by Mai Moua (mai.moua@fresnounified.org)

2023-04-20 - 5:02:09 PM GMT



Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature

2023-04-20 - 5:03:03 PM GMT



Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)

2023-04-20 - 5:04:40 PM GMT



Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)

Signature Date: 2023-04-20 - 5:16:28 PM GMT - Time Source: server



Agreement completed.

2023-04-20 - 5:16:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify 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 6 includes but may not be limited to: add demo of concrete and water line repair; add HVAC pressure control modules; add fire alarm power supply; add revised Mircom carbon monoxide detectors; add electrical power for DVR system.

Original Contract Amount:	\$	11,654,000
Change Order(s) previously ratified:	\$	69,638
Change Order 6 presented for ratification:	\$	34,540
New Contract Amount:	\$	11,758,178

Bid 22-15, Edison High School Multipurpose Room HVAC Replacement, Change Order 1 includes but may not be limited to: modifications of existing HVAC curb/structural, relocation of existing remote fire alarm test switches, replacement of exhaust fans; and add 302 days to contract duration.

Original Contract Amount:	\$	270,000
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	20,823
New Contract Amount:	\$	290,823

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 4 includes but may not be limited to: add all trade work required to add five restrooms and a health isolation room; add earthwork, concrete and rebar; and add waterproofing of retaining walls.

Original Contract Amount:	\$	47,847,268
Change Order(s) previously ratified:	\$	279,222
Change Order 4 presented for ratification:	\$	540,090
New Contract Amount:	\$	48,666,580

Bid 22-36, Malloch Elementary School Playground Replacement, Change Order 1 includes but may not be limited to: addition of steel reinforcement cage for footings; relocation of underground electrical; additional general conditions due to delays related to DSA; and add 179 days to contract duration.

Original Contract Amount:	\$	325,000
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	8,488
New Contract Amount:	\$	333,488

Bid 22-40, Hoover High School Library Modernization, Change Order 2 includes but may not be limited to: add door swing change; credit to replace rigid insulation board and replace with batt insulation at underside of roof deck; and add 10 days to contract duration.

Original Contract Amount:	\$	5,775,800
Change Order(s) previously ratified:	\$	36,836
Change Order 2 presented for ratification:	\$	- 71,620
New Contract Amount:	\$	5,741,016

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 \$511,498 are available in the Measure M Fund for Bids 22-01, 22-21, 22-36 and 22-40 and \$20,823 is available in the School Facilities Fund for Bid 22-15.

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

SUPERINTENDENT APPROVAL:





CHANGE ORDER

PROJECT NAME:

FUSD Addams Elementary Building Additions/Modernization
2117 W. McKinley Ave.
Fresno CA 93728

CHANGE ORDER No. :**006**

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	\$ 69,637.45
The Contract Sum prior to this Change Order was	\$ 11,723,637.45
The Contract Sum will be adjusted by	\$ 34,540.43
The new Contract Sum, including this Change Order will be	\$ 11,758,177.88
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: 03/17/2023

Accepted by:

AMG & Associates
26535 Summit Circle
Santa Clarita, CA 91350

CONTRACTOR:

Anthony R. Traverso

Digitally signed by Anthony R. Traverso
Date: 2023.03.17 17:25:19 -07'00'

By: Anthony Traveso

Date:

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/21/23

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

Item 06-1

DESCRIPTION OF CHANGE:

Remove and dispose of existing concrete walk and repair existing broken water line.

REASON FOR CHANGE:

A water line under a sidewalk was damaged during new utility excavation for the new portables. This water line was not detected by preconstruction site surveys and was not shown on existing as-builts.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase	\$14,144.90
Time adjustment by this Change Order Item:	Increase	0 Days

Item 06-2

DESCRIPTION OF CHANGE:

To maintain proper static pressure in the classrooms, provide and install pressure control modules in the HVAC exhaust fans.

REASON FOR CHANGE:

The Contract Documents did not call out pressure control modules in the HVAC unit exhaust fans to compensate for additional outside air volume.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 108

Amount of this Change Order Item:	Increase	\$13,000.52
Time adjustment by this Change Order Item:	Increase	0 Days

Item 06-3

DESCRIPTION OF CHANGE:

The specified power expander is not compatible with the existing Mircom system. To prevent further delays, provide a substitute power supply, Altronix #AL802ULADA.

REASON FOR CHANGE:

The specified Potter Addressable Power Expander is not compatible with the existing Mircom System.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 109

Amount of this Change Order Item:	Increase	\$1,337.99
Time adjustment by this Change Order Item:	Increase	0 Days

Item 06-4

DESCRIPTION OF CHANGE:

Provide alternative carbon monoxide detectors with monitor module/relay compatible with existing Mircom system.

REASON FOR CHANGE:

The specified Mircom MIX-COSAP Advanced Multi-Criteria Fire/CO Detector is not compatible with existing Mircom FX2000 panel.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 116

Amount of this Change Order Item:	Increase	\$4,479.32
Time adjustment by this Change Order Item:	Increase	0 Days

Item 06-5

DESCRIPTION OF CHANGE:

Provide and install electrical power for DVR System in Electrical Room 102b in Building M.

REASON FOR CHANGE:

Existing location in Multi Purpose Elec. Rm did not have any room for new DVR System. DVR system was relocated to Bldg M Elec Rm 102b and required electrical power at new location.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFI 100

Amount of this Change Order Item:

Increase \$1,577.70

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$34,540.43

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

UNCHANGED 0 DAYS



Project Financial Summary

Facilities Management & Planning

Project Name: Addams Elementary Building additions

Date: 02/20/23

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

Change Order: # 006

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:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>				
Main CO #001	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)				
Main CO #002	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60				
Main CO #003	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73				
Main CO #004	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46				
Main CO #005	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61				
Main CO #006	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Totals:	\$ (14,121.65)	0% \$ 14,079.96	0% \$ 49,225.46	0% \$ 53,416.41	0% \$ 1,577.70	0% \$ 104,177.88	\$ 104,177.88	0.9%		
Total Contract Amount with Adjustments										\$ 11,758,177.88



CHANGE ORDER

PROJECT NAME:

Edison High - Air Handler Replacement
540 E California Ave
Fresno, CA 93706

CHANGE ORDER No. :**001**

DSA File No. :

10-48

Application No. :

02-118947**CONTRACTOR :**

Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. :**20143****FUSD BID/CONTRACT No. :****22-15****CONTRACTOR P.O. No. :****748231**

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

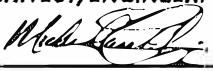
The original Contract Sum was	\$	270,000.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	270,000.00
The Contract Sum will be adjusted by	\$	20,822.96
The new Contract Sum, including this Change Order will be	\$	290,822.96
The Contract Completion date prior to this Change Order was		6/16/2022
The Contract Time will be adjusted by		(302) Calendar Days
The new Contract Completion date, including this Change Order is therefore		4/14/2023

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Lawrence Engineering Group
4910 E. Clinton Way
Fresno, CA 93727

ARCHITECT/ENGINEER:


By: Michael D. Cantelmi

Date: 3/13/2023

Accepted by:

Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

CONTRACTOR:

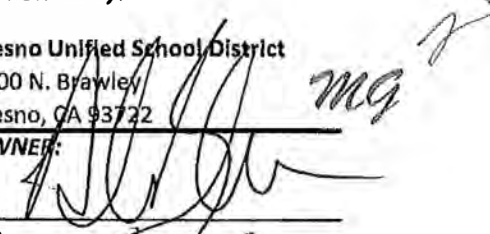


By: Chad Petty

Date: 3/13/2023

Authorized by:

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

OWNER:


By: 

Date: 3/17/23

CHANGE ORDER

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:

Remove all tube steel located above the 8" channel to enable unit to be mounted per detail A/M3. The flashing shown on A/M3 shall be continuous cover under unit, 22 ga. galv. sheet metal with drip lip and all seams soldered water tight. Provide vertical plywood backing for roofing between lower edge of 8" channel and roof deck. Face of plywood shall be flush with face of channel. Attach to new angles provided per S6.1.

REASON FOR CHANGE:

Once the existing unit was removed, existing conditions were revealed. Modifications were required to mount new unit on the existing curb and maintain water tight seal.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFC-001

Amount of this Change Order Item:

Increase \$ 8,552.13

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Relocate FA test switches.

REASON FOR CHANGE:

There are two remote test switches, one in the stage area and one in the main part of the room for duct smoke detectors that are located at the ceiling and not accessible. The district requested to provide a cost proposal to lower these remote test switches

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFC-003

Amount of this Change Order Item:

Increase \$ 5,728.11

Time adjustment by this Change Order Item:

Increase 4 Days



CHANGE ORDER

You are directed to make the following changes in this contract:

Item 1-3

DESCRIPTION OF CHANGE:

Exhaust fan changeout.

REASON FOR CHANGE:

Existing exhaust fans were not operational.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFC-005

Amount of this Change Order Item:

Increase \$ 6,542.72

Time adjustment by this Change Order Item:

Increase 15 Days

Item 1-4

DESCRIPTION OF CHANGE:

Additional time needed to complete the project.

REASON FOR CHANGE:

Equipment lead times were longer than expected.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 283 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 20,822.96

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 302 DAYS

*** End of CHANGE ORDER ***



Maintenance & Operations

Project Financial Summary

Project Name: Edison High MPR HVAC Replacement

Date: 03/15/23

Contractor: Strategic Mechanical Inc.

DSA #: 02-118947

Architect: Lawerence Eng. Grp.

BID #: 22-15

Change Order: #001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	270,000.00
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	270,000.00

Contract Adjustments:

Total Contract Amount							\$	270,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ 12,270.83	\$ -	\$ 8,552.13	\$ -	\$ -	\$ 20,822.96		
	\$ -	\$ -				\$ -		
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ 12,270.83	5% \$ -	0% \$ 8,552.13	3% \$ -	0% \$ -	0% \$ 20,822.96	\$	20,822.96 7.7%
Total Contract Amount with Adjustments							\$	290,822.96



CHANGE ORDER

PROJECT NAME:

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

CHANGE ORDER No. :**004**

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	\$ 279,221.87
The Contract Sum prior to this Change Order was	\$ 48,126,489.87
The Contract Sum will be adjusted by	\$ 540,089.44
The new Contract Sum, including this Change Order will be	\$ 48,666,579.31
The Contract Completion date prior to this Change Order was	22-Dec-23
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	22-Dec-23

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**SIM-PBK.**

7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael Schoen

Date: ~~2-21-23~~ 3-10-23**Accepted by:**

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

CONTRACTOR:

By: Stephen Davis

Date: 3/10/2023

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/10/2023

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

Item 4-1

DESCRIPTION OF CHANGE:

Revise below slab plumbing in restrooms 315 & 321 for new Boys restroom 324, new Girls restroom 322 and new Unisex Student Restroom 323 in Building 2000

REASON FOR CHANGE:

Additional restrooms added in Student Union for staff and unisex restroom per District request.

CHANGE CATEGORY:

District/Designer

DOCUMENT REFERENCE:

CCD #006, CCR #018

Amount of this Change Order Item:

Increase \$25,534.91

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-2

DESCRIPTION OF CHANGE:

Additional work required to add isolation room in the Health Office 130 in Building 1000

REASON FOR CHANGE:

Isolation room added to meet District Standard for Health Office

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$94,341.73

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-3

DESCRIPTION OF CHANGE:

Additional above slab trade work in restrooms 315 & 321 for new Boys restroom 324, new Girls restroom 322 and new Unisex Student restroom 323 in Building 2000

REASON FOR CHANGE:

Additional restrooms added in Student Union for staff and unisex restroom per District request

CHANGE CATEGORY:

District/Designer

DOCUMENT REFERENCE:

CCD #006, CCR #025-R1

Amount of this Change Order Item:

Increase \$306,268.54

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-4**DESCRIPTION OF CHANGE:**

Additional framing for wall chase in room 320 in Building 2000

REASON FOR CHANGE:

Structural footing conflict with hydronic piping required plumbing relocation and enclosed wall chase

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #134, CCR #031

Amount of this Change Order Item:

Increase \$3,136.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-5**DESCRIPTION OF CHANGE:**

Revise storefront glass to opaque spandrel on the second floor of Building 1000 at restroom 270

REASON FOR CHANGE:

Glass lites changed to opaque due to new restroom at Building 1000 second floor.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCD #002, CCR #035

Amount of this Change Order Item:

Increase \$1,772.96

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-6**DESCRIPTION OF CHANGE:**

Additional trade work for added Unisex restroom 271 and 270G in Academic Building 1000

REASON FOR CHANGE:

Additional Unisex restrooms added in Academic Building per District request

CHANGE CATEGORY:

District/Designer

DOCUMENT REFERENCE:

CCD #002, CCR #016

Amount of this Change Order Item:

Increase \$74,904.67

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-7**DESCRIPTION OF CHANGE:**

Additional earthwork, concrete and rebar at site mechanical yard

REASON FOR CHANGE:

PG&E revised location of gas riser, increasing size of mechanical yard enclosure

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE:

Bulletin #016, CCR #030

Amount of this Change Order Item:

Increase \$19,715.09

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-8**DESCRIPTION OF CHANGE:**

Provide waterproofing at loading dock retaining walls per response to RFI #139

REASON FOR CHANGE:

Waterproofing of loading dock walls not included in project documents

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #139, CCR #038

Amount of this Change Order Item:

Increase \$14,414.69

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$540,089.44

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

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



Facilities Management & Planning

Project Financial Summary

Project Name: Francine and Murray Farber Ed. Campus

Date: 03/06/23

DSA #: 02-118895

Contractor: Davis Moreno

BID #: 22 - 21

Architect: PBK Architects

Change Order: # 004

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:		\$ -
Total Agreement Amount:		\$ 47,847,268.00

Contract Adjustments:

Total Contract Amount												\$	47,847,268.00					
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>						
CO # 001		\$	3,189.64	\$	-	\$	5,477.09	\$	13,449.21			\$	22,115.94					
CO # 002		\$	1,836.15	\$	7,966.96	\$	-	\$	117,293.39	\$	-	\$	127,096.50					
CO # 003		\$	63,617.04	\$	-	\$	-	\$	32,718.73	\$	33,673.66	\$	130,009.43					
CO # 004		\$	96,114.69	\$	19,715.09	\$	-	\$	17,551.54	\$	406,708.12	\$	540,089.44					
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-					
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-					
Totals:		\$	164,757.52	0%	\$	27,682.05	0%	\$	5,477.09	0%	\$	440,381.78	1%	\$	819,311.31	\$	819,311.31	1.7%
Total Contract Amount with Adjustments																\$	48,666,579.31	



CHANGE ORDER

PROJECT NAME:

Malloch Elementary
Playground Replacement

CHANGE ORDER No.:**001**

DSA File No.: 10-48

Application No.: 02-120090

CONTRACTOR :

King Khan Drilling & Construction, Inc.
9315 N. Fowler Ave
Clovis, CA 93619

DESIGNER'S PROJECT No.: 2213**FUSD BID/CONTRACT No.:** 22-36**CONTRACTOR P.O. No.:** 757544

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

The original Contract Sum was	\$	325,000.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	325,000.00
The Contract Sum will be adjusted by	\$	8,487.60
The new Contract Sum, including this Change Order will be	\$	333,487.60
The Contract Completion date prior to this Change Order was		9-Sept-2022
The Contract Time will be adjusted by		(179) Calendar Days
The new Contract Completion date, including this Change Order is therefore		7-Mar-2023

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

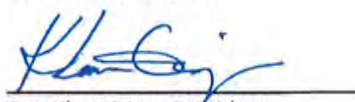
Recommended by:

ARCHITECT/ENGINEER:
Gonzalez Architects


By: Juan M. Gonzalez, Principal


Date: 3/22/2023**Accepted by:**

CONTRACTOR:
King Khan Drilling
& Construction, Inc.


By: Khan Diep, President

Date: 3/22/2023**Authorized by:**

OWNER:
Fresno Unified School District


By: Paul Idsvoog, COO

Date: 3/23/23



CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:

Addition of steel reinforcement cages for shade canopy footings.

REASON FOR CHANGE:

DSA's new implementation of structural review for playgrounds resulted in reinforcement being required at the fourteen (14) play structure poles that support the fabric shade canopies.

CHANGE CATEGORY:

Governing agency required change post-bid

DOCUMENT REFERENCE:

King Khan "Change Order Malloch" dated 3/20/2022.

Amount of this Change Order Item:

Increase: \$2,820.40

Time adjustment by this Change Order Item:

Increase: (28) Calendar Days

Item 1-2

DESCRIPTION OF CHANGE:

Relocation of underground electrical

REASON FOR CHANGE:

Existing electrical to marquee signage interfered with playground footings.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

King Khan "Change Order" dated 3/1/2022.

Amount of this Change Order Item:

Increase: \$3,797.20

Time adjustment by this Change Order Item:

Increase: (14) Calendar Days

Change Order Item Detail

Item 1-3

DESCRIPTION OF CHANGE:

Extension of contract duration due to delays related to DSA approval. Additional construction rental fees for fencing a restrooms due to project delays.

REASON FOR CHANGE:

Implementation of DSA structural and access compliance review resulted in delays with overall project duration.

CHANGE CATEGORY:

Governing agency required change post-bid

DOCUMENT REFERENCE:

King Khan "Change Order" dated 3/1/2022.

Amount of this Change Order Item:

Increase: \$1,870.00

Time adjustment by this Change Order Item:

Increase: (137) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$8,487.60

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (179) CALENDAR DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Maintenance & Operations

Project Name: Malloch ES - Playground Replacement

Date: 03/21/23

Contractor: King Khan Drilling & Construction, Inc.

DSA #: 02-120090

Architect: Gonzalez Architects

BID #: 22-36

Change Order: 001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	325,000.00
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	325,000.00

Contract Adjustments:

Total Contract Amount												\$	325,000.00
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>	
CO #001	\$	-		\$	4,690.40	\$	3,797.20	\$	-	\$	-	\$	8,487.60
CO #002	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
CO #003	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-
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Totals:	\$	-	0%	\$	4,690.40	1%	3,797.20	1%	\$	-	0%	\$	8,487.60
Total Contract Amount with Adjustments												\$	333,487.60



Change Order

PROJECT NAME:

FUSD Hoover H.S. Library Modernization
5550 N First St.
Fresno, CA 93710

CHANGE ORDER No. :**02**

DSA File No. :

10-H8

Application No.:

02-118466**CONTRACTOR:**

Marko Construction Group Inc
3675 E. Jensen Ave.
Fresno CA 93725-

DESIGNER'S PROJECT NO. :

1673.2

FUSD BID/CONTRACT NO. :

22-40

CONTRACTOR P.O. NO. :

757367

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

The original Contract Sum was	\$5,775,800
Net change by previously authorized Change Orders	\$36,835.83
The Contract Sum prior to this Change Order was.....	\$5,812,635.83
The Contract Sum will be adjusted by.....	(\$71,620.56)
The new Contract Sum including this Change Order will be.....	\$5,741,015.27
The Contract Completion date prior to this Change Order was	6/28/2023
The Contract Time will be adjusted by.....	10 Calendar Days
The new Contract Completion date, including this Change Order is therefore	7/08/2023

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects
6790 N. West Ave
Fresno, California 93711

Accepted by:

Marko Construction Group Inc
3675 E. Jensen Ave.
Fresno CA 93725-

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By:

Date: **02/16/2023****CONTRACTOR:**

By:

Date: **2/21/23****OWNER:**

By: Alex Belanger, Assoc. Sup.

Date: **2/23/23**

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

Item 02 - 1

DESCRIPTION OF CHANGE:

Ten non compensable calendar days added to Contractor completion.

REASON FOR CHANGE:

During excavation, the existing Library building foundations were found to be larger than the project documents called out, thus requiring structural engineering calculations and a larger excavation.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

RFI 40

Amount of this Change Order Item:	UNCHANGED	\$0.00
Time adjustment by this Change Order Item:	INCREASE	10

Item 02 - 2

DESCRIPTION OF CHANGE:

Modify exit door and frame to allow for change in swing.

REASON FOR CHANGE:

New exit door swing was changed due to conflict with existing steel framing.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

RFI 078 COR 10

Amount of this Change Order Item:	INCREASE	\$1,589.50
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 3

DESCRIPTION OF CHANGE:

Credit to delete R-30 rigid insulation board beneath the roofing assembly with adjusted cost to install batt insulation at the underside of the roof deck.

REASON FOR CHANGE:

The roofing manufacturer no longer offered a guarantee for the roofing insulation system specified.

CHANGE CATAGORY:

District Requested change.

DOCUMENT REFERENCE:

COR 08.0

Amount of this Change Order Item:	DECREASE	(\$73,210.06)
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	DECREASE	(\$71,620.56)
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	10 Days

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Hoover HS -
Library Mod

Date: 2/23/23

DSA #: 02-118466
BID #: 22-40

Contractor: Marko Construction Group, Inc.
Architect: Darden
Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 5,775,800.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 5,775,800.00

Contract Adjustments:

Total Contract Amount										\$ 5,775,800.00	
Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O		District/Designer		Total		
CO #001	\$	-	\$	-	\$	33,830.39	\$	3,005.44	\$	-	\$ 36,835.83
CO #002	\$	(73,210.06)	\$	-	\$	1,589.50	\$	-	\$	-	\$ (71,620.56)
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications:

Bid 22-36, Malloch Elementary School Playground Replacement

For Information Only

Original contract amount:	\$ 325,000
Change Order(s) previously ratified:	\$ 8,488
Contract amount:	\$ 333,488

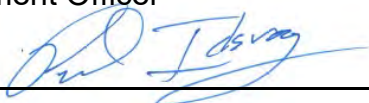
FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

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

SUPERINTENDENT APPROVAL:



NO FEE REQUIRED

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2023-0026493

FRESNO County Recorder
Paul Dictos, CPA

Friday, Mar 24, 2023 03:56:19 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

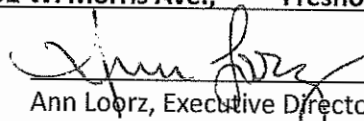
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **March 7, 2023** The work done was **Playground Replacement** **Bid No. 22-36**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
King Khan Drilling and Construction, Inc., 9315 N. Fowler Ave., Clovis, CA 93619 June 17, 2022
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Malloch Elementary School 2251 W. Morris Ave., Fresno, CA 93711 DSA No.: N/A

Date: **March 23, 2023**

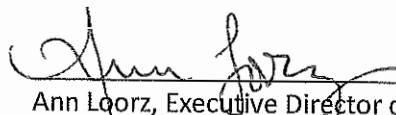


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **March 23, 2023** at **Fresno**,



Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM B-22

AGENDA SECTION: B

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

ACTION REQUESTED: Present and Discuss

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

TITLE AND SUBJECT: Present and Discuss Sixth Grade Camp Clothing and Supplies

ITEM DESCRIPTION: Included in the Board binders is a PowerPoint presentation to be used as an informative resource that provides detailed insights into the Department of Student Engagement's efforts to support students during their 6th Grade Camp experiences. The presentation specifically focuses on the clothing and supplies necessary for a successful outdoor education experience.

The Department of Student Engagement collaborates with school sites to ensure that all students have access to essential items such as clothing, toiletries, and bedding. This collaborative effort is aimed at removing any barriers that may hinder students' learning experience during the camp.

Additionally, the Department of Student Engagement works closely with Project Access. This partnership ensures students have access to the necessary clothing and supplies for the camp. The collaboration between the Department of Student Engagement and Project Access is a testament to their commitment to promoting equity and access for all students.

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

PREPARED BY: Bryan D. Wells,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified
School District

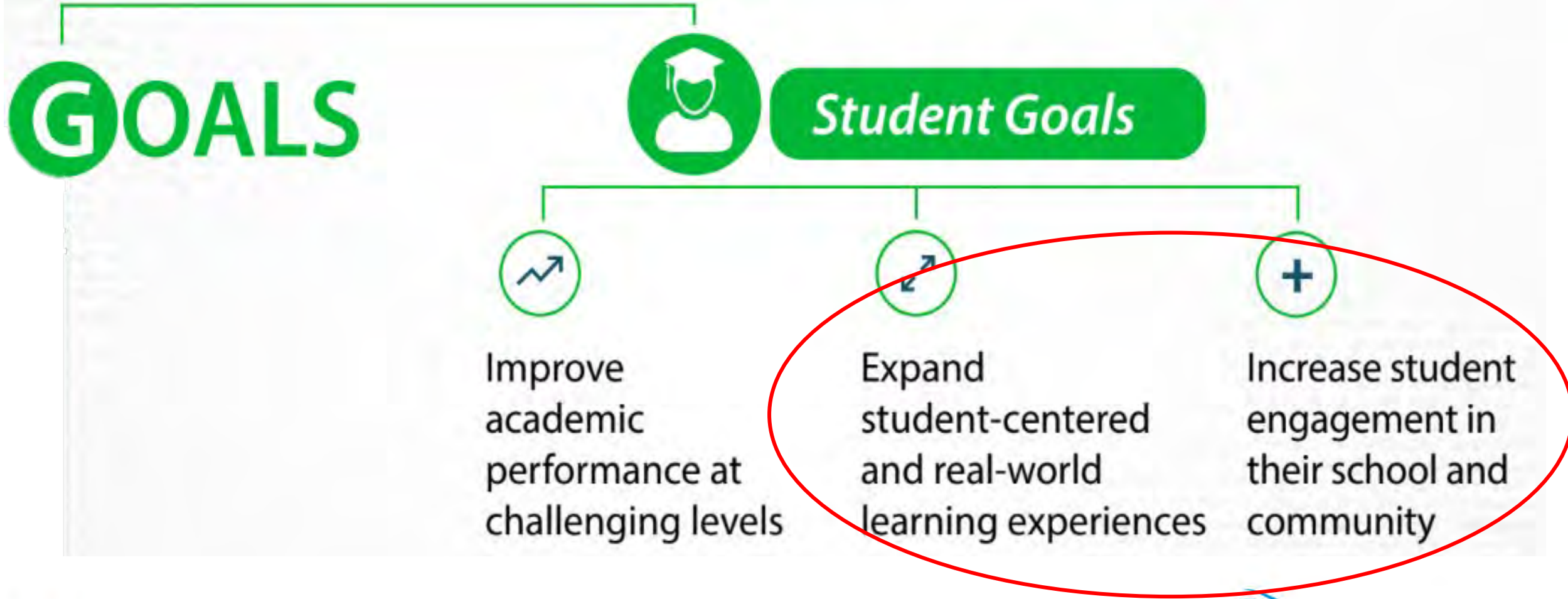


6th Grade Camp- **The GOOD KIND OF CABIN FEVER!**

Prepared by: Department of Student Engagement

4/20/2023

Focusing in on our Student Goals



Feedback:

Collective
Voices

Student and Parent
Input

Staff Input-
Site-based and
Camp-Based

Packing Lists- Preparation

1. The campsites have a packing list on their websites for the school to download.
2. The school sites will distribute the packing list to students and families.
3. For any financial hardships we will provide any necessary items .



6th Grade Camp Clothing and Supplies



1. The goal is to ensure all students are included.
2. We have all the items available that are necessary for a successful trip.
3. The campsite also has additional supplies in case of an emergency.

**Thank you, Trustees, for your continued support and investment of the
TK-6 enrichment trip opportunities!**

**ANY
QUESTIONS**



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM B-23

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

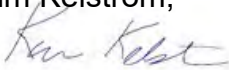
TITLE AND SUBJECT: Present and Discuss the Initial Proposal for the 2023/24 Budget

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 April 26, 2023, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2023/24 Governor's Proposed Budget
- Initial Proposal for the 2023/24 Budget

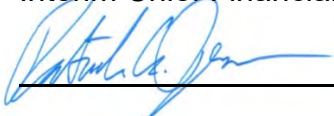
FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom,
Chief Executive



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

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Amended Presentation
Noted on pages 17 and 18

Agenda Item B-23



Initial Proposal for 2023/24 Budget

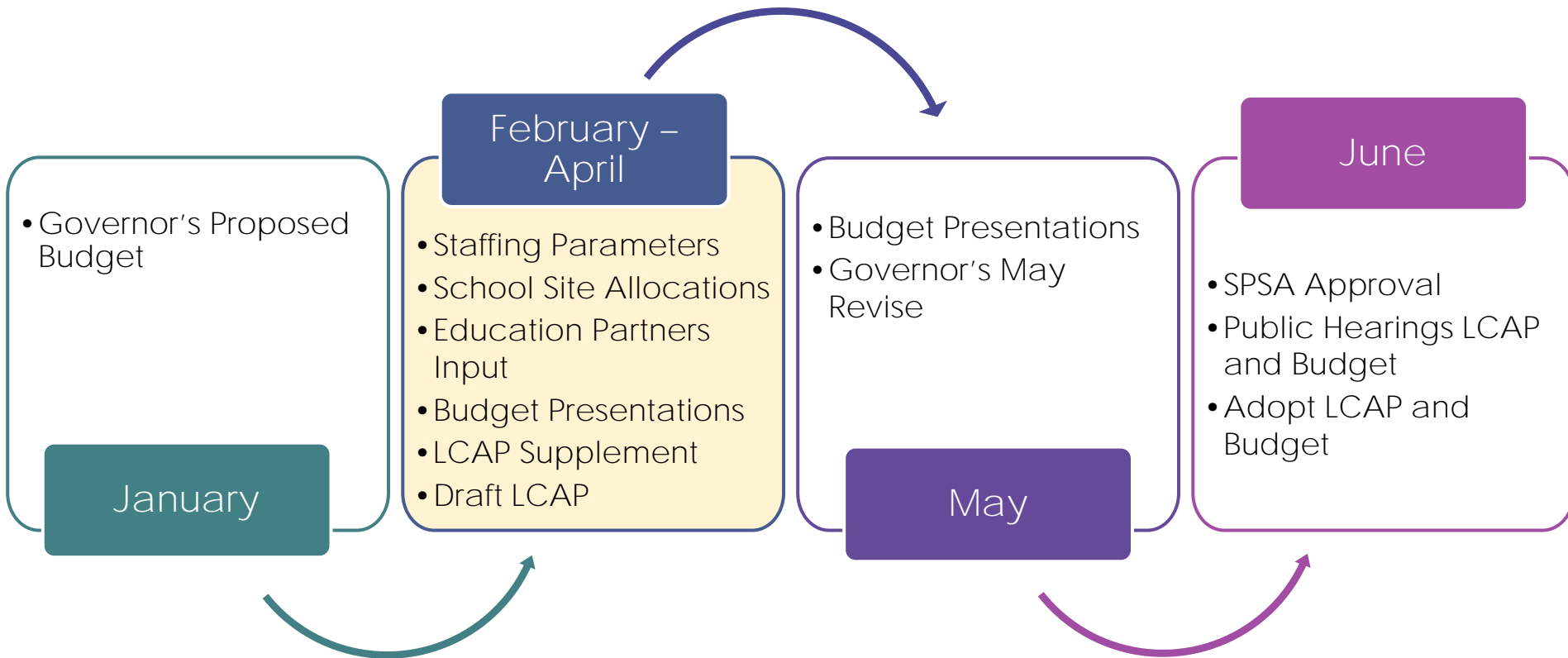
Board of Education

April 26, 2023

Overview

- Budget Development Timeline and Updates
- 2023/24 Budget Proposals (ongoing)
 - Improve academic performance at challenging levels
 - Increase student engagement in the school and community
 - Increase recruitment and retention of staff reflecting the diversity of the community
 - Expand student centered and real-world learning experiences
 - Increase inclusive opportunities for families to engage in their student's education
- 2023/24 Budget Proposals (one-time)
 - New one-time requests
 - Release Commitments
- Grant Funds to be Programmed

Financial Reporting Timelines



Fresno Unified Goals

Student Goals

Improve academic performance at challenging levels

Close the achievement gaps through an equity lens and research-based instructional & intervention practices

Increase student engagement in their school and community

Create a safe and inclusive climate that promotes relationships, involvement, diversity, and our values

Expand student-centered and real-world learning experiences

Promote intellectual curiosity, critical thinking, and problem-solving in order to be prepared for college and career

Family Goal

Increase inclusive opportunities for families to engage in their students' education

Establish and enhance culturally-proficient two-way communication and engagement opportunities for families

Staff Goal

Increase recruitment and retention of staff reflecting the diversity of our community

Create a safe and inclusive climate that promotes relationships, collaboration, diversity, and our values

LCAP Feedback Top Rated Themes & Thoughts

	TOP RATED THEME	2 ND HIGHEST THEME	3 RD HIGHEST THEME	TOP RATED THOUGHT
CERTIFICATED STAFF	LANGUAGE ACQUISITION	POST SECONDARY	SCHOOL CLIMATE	<i>"Minimize class size so instruction supports all students"</i>
PARENTS	FOOD	MENTAL HEALTH	LANGUAGE ACQUISITION	<i>"I would like students to have more early learning, after school programs, arts, music and hands on learning."</i>
K-12 STUDENTS	FAMILIES	FOOD	MENTAL HEALTH	<i>"More school opportunities for work"</i>
CLASSIFIED STAFF	ACADEMICS	MENTAL HEALTH	FOOD	<i>"More instruction on manners, specially at Middle and High School level."</i>
MANAGEMENT / ADMINISTRATORS	MENTAL HEALTH	POST SECONDARY	SAFETY	<i>"Strong importance on reading and critical thinking at an earlier age"</i>
FRESNO ADULT SCHOOL STUDENT	FOOD	SAFETY	SCHOOL CLIMATE	<i>You should be careful with the Covid going around and to not leave trash around"</i>
NON-PROFIT	SAFETY	STAFF SUPPORT	FOOD	<i>"More staff needed to assist teachers"</i>

Social Emotional Investments



2015/16	2018/19	2021/22	2022/23
77 FTE	157 FTE	260 FTE	263 FTE

2012/13 \$5.8 million	2022/23 \$40 million
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Increased Social Emotional Supports

- Clinical School Social Workers – Secondary and Alt. Ed
- Intensive Behavior Supports PK – 4th
- Tier II Intervention Supports – Elementary and Middle
- Expansion of Restorative Practice Counselors

Improve academic performance at challenging levels

Category	Cost	FTE	Positions	Considerations
Health Services 	\$5.4	19.0	Nurses (9), LVN (10), a Budget Technician	Support growing health needs with additional health professional staff and contract to support extended learning
Security Office 	\$3.6	42.2	Campus Safety Assistants (37.2), Safe and Security Specialist (3), an Executive Director, a Manager II	Elementary Campus Safety Assistants 2-year plan, staffing to support department and training supports
Information Technology	\$1.2	3.0	Director, Project Manager, Systems Administrator	Support technology refresh, support information technology governance, maintain telephone system, support security and filtering systems, upgrade student technology devices
School-Site Data & Psychometrics	\$1.2	5.0	Administrative Analyst (2), Analyst II (2), Administrative Secretary II	Develop and track outcomes for the Instructional Division initiatives: Develop quarterly school site data reports, support common assessment initiatives, support data requests (offset by department restructuring)
Departments	\$2.0	8.0	Library Teacher (2), Library Technicians (2), Guidance Learning Advisor (2), Office Assistant, Budget Technician	Support alternative site library programs and Comprehensive Site Improvement (CSI), expand A4 advisory program, TK expansion materials, assessment platforms
School Site and Departments	\$7.7	--		Support inflationary cost with 10% at school sites and 5% at departments
Total	\$21.1	77.2		

Health Services

2021/22 District Trends

- 53% increase in number of students with medical needs from 2020/21 to 2022/23 (320 to 484); 85% from 2018/19 to 2022/23 (259 to 484)
- 100% increase in 1:1 care from 2020/21 to 2022/23 (7 to 13); 150% from 2018/19 to 2022/23 (5 to 13)
- 3.6% increase in students with IEPs; 4.2% increase in Initial Assessments from 2018/19 to 2020/21 (no data for 2022/23 yet)
- SPED added 1 additional early assessment team to meet initial assessment demands for 2022/23 school year

Have 1 School Nurse per Site by 2026/27 School Year

- Currently at 72.3 FTE → be at 107 in 4 years
- 9 FTE 2023/24
- 9 FTE 2024/25
- 9 FTE 2025/26
- 9 FTE 2026/27

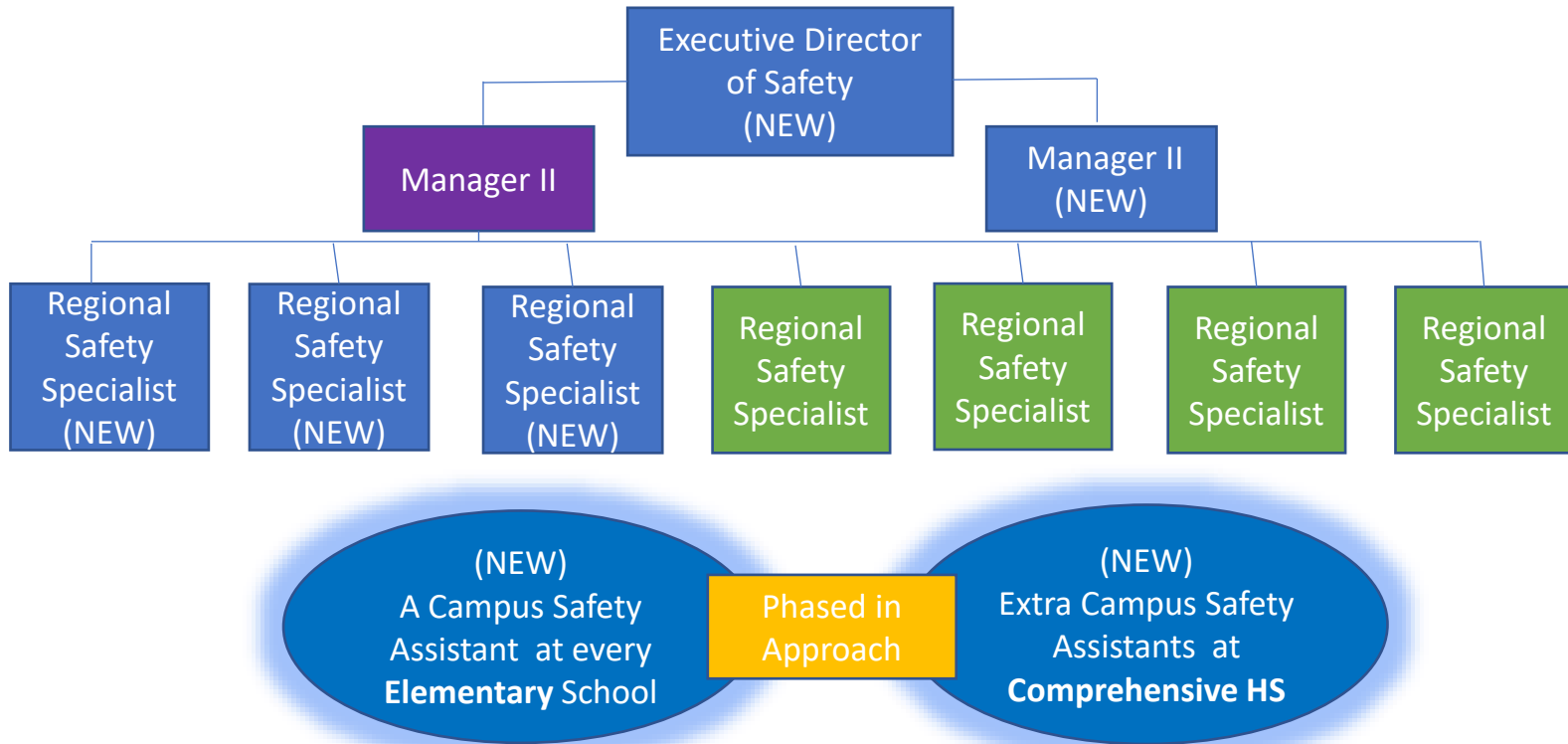
Add 20 LVN/Classified FTE by 2024/25 School Year

- 10 FTE 2023/24
- 10 FTE 2024/25

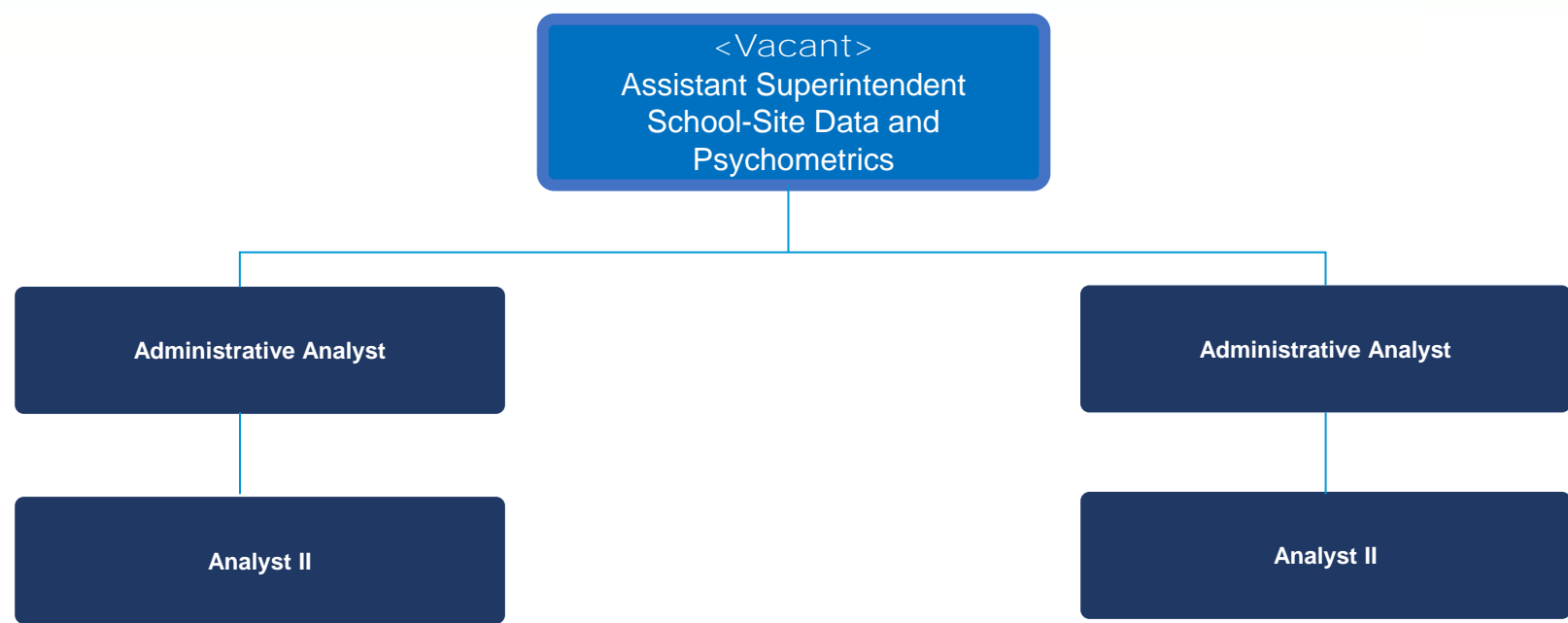
Create Float/Sub Pool – (create classified positions for Assoc. Degree Nurse)

8 FTE 2023/24 – Combination of RN/LVN

Safety Office





Department of School-Site Data and Psychometrics in the Instructional Division



An overview of the concise key responsibilities include the following:

- (1) Quarterly school-site data reports every 6-8 weeks disaggregated by student, site, region;
- (2) common assessments,
- (3) CALPADS data Scrubs, departmental processes, training; and
- (4) departmental data in the instructional division.

Increase student engagement in the school & community

Category	Cost	FTE	Positions	Considerations
Plant Maintenance and Operations 	\$9.0 (A)	28.5	Custodian/Supervisor/Coordinators (16.5 FTE), Grounds Maintenance Workers (10.0 FTE), Manager I, Office Assistant	Support Farber and Fulton space, service varsity athletic fields, utilities, ground maintenance
Routine/Deferred Maintenance 	\$5.4	19.0	Mechanic, Equipment Operator, Plumbers (4), Irrigation Specialist (8), HVAC Specialist (5)	Additional support for maintenance and \$2.5 million ongoing support for Deferred Maintenance
Nutrition Services	\$1.8 (B)	15.5	Nutrition Service Assistants 3-hour (29 positions), Project Manager, Accountant	Add Nutrition Services Assistant to increase quality, variety, and options for student meals, staff training, executive chef contract
Transportation	\$1.2	3.0	Manager, Dispatcher, Accountant, Bus Driver additional duty days	Improving processes and includes review of upgraded software
Early Learning	\$0.5 (C)	7.4	Paraprofessionals (7.0 FTE), Teacher	Support infant, toddler enrollments
Departments	\$2.5	11.9	Behavior Specialist (2), Director, Manager II, Intervention Specialist (3), Guidance Learning Advisor (2), warehouse drivers (2), Wellness Coordinator (0.50 FTE), Teacher on Special Assignment (0.4 FTE)	Support DPI, Equity and Access, enrichment student activities, special education, warehouse, wellness
Total	\$20.4	85.3		

(A) Farber and Fulton support staff and utilities included in multi-year projections

(B) Funded by Nutrition Service Fund

(C) Funded by Child Development Funding

Plant Maintenance and Operation

2023/24 Plant Maintenance & Operations:



- **Grounds** – Staffing and supervision to improve field safety, field playability, quality control, and site representation
- **Custodial** – Plant Supervisors to improve training and quality control measures in support of sanitation protocols
- HVAC investment of \$5.5 million completed projects, \$5.5 million under construction, and support for \$108.7 million in projects recently completed and in progress with Maintenance and Facilities.
- Additional HVAC support for ongoing preventative maintenance to extend the working life of equipment and reduce equipment failures
- More timely response for equipment repairs and reduced downtime
- Additional Deferred Maintenance support for timely response to aging infrastructure needs

Nutrition Services



2023/24 Nutrition Services:

- Executive Chef Services contract with Brigaid LCC for nine executive chefs to support meal improvement strategies including quality control, recipe development incorporating local and seasonal products, and staff training
- Multiple entrees and increased preparation at elementary sites
- Purchase and replace equipment, carts, kiosks, salad bars, to improve student meal experience
- Environmental initiatives:
 - 100% Compostable meal trays
 - 100% Compostable cold film
 - 30% Post consumer product hot film
 - Increased Organic and Climate Smart agricultural products


Expand student centered & real-world learning experiences

Category	Cost	FTE	Positions	Considerations
College and Career Readiness 	\$2.0	14.0(A)	Teacher (3), Counselor (2), Manager II (2), Secretary II, Registrar, Coordinator II (2), Home School Liaison, Administrative Secretary, Analyst I	Provide Counselor for Bullard Talent and Baird, support dual enrollment and FAFSA applications. Includes conferences for HBCU, provide students with career exploration, dual enrollment expansion
English Learners 	\$0.4	2.0	Manager II (2)	Support Indian Education and Dual Immersion Programs
Departments	\$0.4	0.5(A)	Child Welfare Assistant	Provides increased participation in student mentoring, support for Steve Scholars
Total	\$2.8	16.5		
(A) Partially Funded by Title I				

Increase inclusive opportunities for families to engage in their student's education

Category	Cost (in millions)	FTE	Positions	Considerations
Translation Services 	\$0.2	2.0	Hmong Material Translator, Office Assistant III	Provide translation to Hmong families and support centralized district oral interpretations
Parent University	\$0.2 (A)	2.0	Community Relations Liaison (2)	Community relations liaison offset by contracted services
Bullard FLATS Center 	\$2.0	3.0	Customer Service Representative, Help Desk Support, Tech Specialist I	Expansion of Flats Center, providing hotspots, Go Guardian software, high school drone club, update student laptops
Departments	\$0.6	3.0	Administrative Secretary, Manager II, Analyst I	Support Home and Hospital, Public Records Title IX complaints, district wide events
Total	\$3.0	10.0		
(A) Funded by Title I				

Increase recruitment and retention of staff reflecting the diversity of the community

Category	Cost	FTE	Positions	Considerations
Special Education 	\$6.8	55.1	Assistant Superintendent, Paraeducators (38.1 FTE), Behavior Support Advisor (6), Director, Manager III (2), Manager II, Program Technician, Administrative Secretary, Office Assistants (4)	Upgrade positions to manage diapering and toileting, support behavioral needs, Director to support focus work and support staff, Restructure of Special Education and Student Services
Human Resources/ Labor Relations	\$2.3	12.0	Administrator, Manager III (2), Coordinator I (3), Director (2), Administrative Analyst, Analyst II, Data Specialist (2)	Support labor relations, investigations, and compliance, recruitment and retention, contract talent agency to assist with hard to fill positions and 2023/24 negotiation costs
Departments	\$0.3	2.0	Administrative Secretary, Project manager	Support Administrative Leadership and Transfers Office
Total	\$9.4	69.1		
Grand Total	\$56.7	258.1		

ESSER III and SB 117 Recovery Funds

\$250 million (proposed)

Category	Cost (in millions)	Description
Teacher Professional Development	\$6.8	2-day professional learning, literacy supports, summer intensive sessions, textbook adoption supports, Ethnic studies, professional learning for first year preschool teachers
eLearn Academy	\$9.5	Alternative to at school instruction
Information Technology	\$8.3	Improve student home internet access, Expand FLATS center in Bullard region, classroom technology upgrades for high schools
Curriculum and Instruction	\$4.8	Tier 2 intervention materials, Teaching Fellows, Digital lessons and tools, Scholastic Word for 4-6 grades, Ethnic study curriculum, 1.0 Teacher on Special Assignment FTE, Go Libraires Libraries for students
Teacher and Leadership Development	\$5.4	Teacher Pipeline tuition, Teacher Academies, Dual Immersion Academy Ethnic Studies Institute, Classified professional development, Vice Principal Institute, Principal Supervisory Academy, Aspiring Supervisor Academy Teacher on Special Assignment 4.0 FTE, Manager II
Class Size Supports and Credit Recovery	\$4.0	9 th grade literacy 7.0 Teacher FTE and 23.0 Teacher FTE elementary lower class size support, supports for credit attainment
Prevention and Intervention	\$3.8	Registered Behavior Technician contract, professional development for restorative practices and responding to behaviors, Care Solace and substance abuse contract, Counselors and Social Workers 7.0 FTE, Child Welfare and Attendance Specialist, Behavior Support Advisor 5.0 FTE, a Manager III, an Office Assistant, a Guidance Learning Advisor
Special Education	\$2.8	Registered Behavioral Technician contract provides instructional aides, Wonderworks curriculum, Paraeducator contract to support vacancies
Other Supports	\$6.0	Parent Engagement, A4, English Learner, Student Engagement, Health Services
Outdoor Support Space	\$59.9	Pending CDE Approval
Facility Projects	\$138.7	HVAC Ventilation, Farber Education Center, School Site Support Space
Total	\$250.0	

~~2022/23~~ 2023/24 One-Time

Category	Cost (in millions)	Considerations
Facilities, Maintenance, and Operations	\$6.3	Vehicle to support new staff and replacements
Nutrition Services	\$2.0	Purchase and replace equipment, carts, kiosks, to improve student meal experience
Transportation	\$1.5	Transportation software, repair bus cameras, 12 new 10 passenger vans, vehicle tool replacements
Safety and Security	\$1.3	New vehicles, safe route evaluations, install a camera system in cafeterias currently without, add deaf and hard of hearing sensors at Birney, Norseman, Ahwahnee and Hoover, vapor sensing pilot, replace AED's
Departments	\$1.6	Upgrade space, equipment furniture, software, marketing
Total	\$12.7	
Release Commitments	Cost (in millions)	Considerations
College and Career Readiness	\$0.5	HBCU Step Up program, Dual Enrollment expansion, Professional learning for counselors, college application assistance
Transitional Kindergarten	\$0.9	Year 3 of Transitional Kindergarten Expansion equipment
African American Academic Acceleration	\$1.3	Black Student Union recruitment and expansion of African American Student Leadership Academy
Textbook Adoption	\$4.5	Math Go Extension
Total	\$7.2	

Other Grant Funds - ELOP

- Expanded Learning Opportunities Program
 - Approximately \$78.5 million for 23/24 (ongoing) Board Presentation 5/24
 - **After School Program** (supplement ASES) to eliminate the After School Program waitlist and expand to allow all students to participate. Enrichment vendors and additional funding is also allocated to support unique and engaging learning opportunities for all students : **\$27.3 million**
 - **Winter Camps** provide all students with enrichment and learning opportunities during winter break, which includes access to community-based learning activities, arts, STEM, and sports: **\$4.6 million**
 - **Summer Camps** provide all students with enrichment and learning opportunities during winter break, which includes access to community-based learning activities, arts, STEM, and sports: **\$8.7 million**
 - **Summer Academy** provides opportunities for all students to stay engaged and continue to focus on building their Mathematics and ELA skills, to prevent summer learning loss, and credit recovery: **\$18.5 million**
 - **Site Allocations** consist of 1:1 Extended Learning Coordinator I positions at elementary sites and additional FTEs to support all Extended Learning Programs outside of the regular school day and school year: **\$16.1 million**

Other Grant Funds

- Arts and Music Block Grant and Learning Recovery Block Grant to fund 5-year Literacy Initiative
 - Approximately \$20 million annually (one-time for 5 years)
- Proposition 28 Arts and Music
 - Approximately \$12 million annually (ongoing)
 - Allocated by Site
 - Requires Site Plan Approval

Upcoming Budget Discussions

- Governor's May Revise
 - May 2023
- Public Hearings and Adoption of LCAP and Budget
 - June 2023

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Start/End Date/Scope of Work	Measurement/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Start Date	FTE	Object - Description (drop down)	Object - Description (drop down)	On-going vs. One-time	Amount
Board Office	Ambera O'Connor	Ambera O'Connor	Administrative Clerical Support needed in Constituent Services, to support Executive Director due to increased volume of complex Public Records Act requests, complaints, and expanded scope of services to include Governmental Relations	Add Administrative Secretary I to support Executive Director starting July 1.	Higher quality of work, increased response time to trustee inquiries, attorneys, complaints and Public Record Act Requests	FAM-Increase inclusive opportunities for families to engage in their students' education	Administrative Clerical Support needed in Constituent Services, to support Executive Director due to increased volume of complex Public Records Act requests, complaints, and expanded scope of services to include Governmental Relations	C006 - Secretary, Administrative I	261	1.00			Ongoing	\$ 107,145
Board Office	Ambera O'Connor	Ambera O'Connor	Administrative Clerical Support needed in Constituent Services, to support Executive Director due to increased volume of complex Public Records Act requests, complaints, and expanded scope of services to include Governmental Relations	Add Administrative Secretary I to support Executive Director starting July 1.	Higher quality of work, increased response time to trustee inquiries, attorneys, complaints and Public Record Act Requests	FAM-Increase inclusive opportunities for families to engage in their students' education	Administrative Clerical Support needed in Constituent Services, to support Executive Director due to increased volume of complex Public Records Act requests, complaints, and expanded scope of services to include Governmental Relations					4300 - Materials & Supplies	Ongoing	\$ 6,000
School Sites	Bob Nelson	Bob Nelson	District Literacy Initiative			STU-Increase Academic Performance at Challenging Levels						4300 - Materials & Supplies	One-time	\$ 14,320,026
Prevention and Intervention	Rita Baharian	Bob Nelson	Let's Talk Contract			STU-Increase Student Engagement in the school and community						5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 273,250
Office of Engagement & External Partnerships	Wendy McCalley	Bob Nelson	The Office of Engagement and External Partnerships creates avenues for organizations, individuals, and employees to contribute their time, talents, and treasures —empowering students to achieve their greatest potential.	Marketing and communications consultant/firm to build awareness of Foundation and Partnership programs with the goal of increasing our pipeline of donors and partners. ***One time funding*** 12-month pilot	Will measure ROI through multiple measures related to community awareness, media coverage, and Advertising Value Equivalent - to name a few.	FAM-Increase inclusive opportunities for families to engage in their students' education	Build awareness of Foundation and Partnership programs with the goal of increasing our pipeline of donors and partners.	0	0	0	0	5800 - Professional/Consulting Service	One-Time	\$ 150,000
Equity & Access	Carlos Castillo	Carlos Castillo	Additional Supports needed due to increasing number of racial and cultural destructive incidents. This is to increase the supports and increase number of cultural events, trainings, and response.	Add Manager II- to relieve duties to other Management staff starting July 1, 2023	Higher number of cultural proficiency trainings, events for students at all schools, training for staff, and support for principals. To be measured through the 1, 8, 32, and 80 hour trainings. The number of culturally destructive incidents, and the amount of consultation needed at sites.	STU-Increase Student Engagement in the school and community	Additional manager to assist with the development of curriculum, training, and culturally proficient events in our district. To help respond to culturally destructive events, but also provide support to the team with the various bodies of work around DEI	E211 - Manager II, General	261	1.00			Ongoing	\$ 197,457
Equity & Access	Carlos Castillo	Carlos Castillo	Additional Supports needed to run a department and be Chief of Equity. This role can direct the cultural proficiency work and help with response. This role can direct, coordinate, and support the managers and other team members	Add Director- to support Chief and other Management staffing starting July 1, 2023	Higher number of cultural proficiency trainings, events for students at all schools, training for staff, and support for principals. To be measured through the 1, 8, 32, and 80 hour trainings. The number of culturally destructive incidents, and the amount of consultation needed at sites.	STU-Increase Student Engagement in the school and community	To be measured through the 1, 8, 32, and 80 hour trainings. The number of culturally destructive incidents, and the amount of consultation needed at sites. Will also run the Advisories, Event Coordinate, and coordinate overall work in DEI.	E219 - Director, General	261	1.00			Ongoing	\$ 218,578
Equity & Access	Carlos Castillo	Carlos Castillo	Additional contract with Hanover Research	Funding for Hanover Contract for 1 one	Higher Quality of Work, More timely supports, additional training sessions in support of 1 stop shop	STU-Increase Student Engagement in the school and community	This will evaluate the cultural proficiency training and impact on our 10,000 employees. This work will lead us to suggested changes or improvements needed.					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 55,000
Equity & Access	Carlos Castillo	Carlos Castillo	Additional Contract with Center for Black Educator Development	Add CBED's contract for the 2023-2024 school year	This is for a contract with CBEDS to provide students with affinity spaces and to teach staff how to work with students, primarily African American students to meet their needs.	STU-Increase Student Engagement in the school and community	We are seeking to improve the feeling of belonging and the feeling that an adult cares about our students by 10 percent.					4300 - Materials & Supplies	Ongoing	\$ 60,000
Equity and Access	Carlos Castillo	Carlos Castillo	Materials and Supplies			STU-Increase Student Engagement in the school and community						4300 - Materials & Supplies	ongoing	\$ 50,000
Equity and Access	Carlos Castillo	Carlos Castillo	Subs for Training			STU-Increase Student Engagement in the school and community					1160 Teacher Sub		ongoing	\$ 122,500
Human Resources	Annarita Howell	David Chavez	Management support to ensure a focus on accuracy and timeliness of essential labor issues and concerns.	Add 1.0 Administrator - support Labor Relations work. Split would be 1.0 administrator for Certificated and 2.0 administrators for Classified.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Personnel Complaint Resolution Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Currently, there are a number of outstanding items within labor relations, both certificated and classified, that cause friction with labor partner relationships. By adding necessary support, we will address questions and concerns in a more timely fashion helping the district with the number of outstanding items while improving relationship with labor partners.	E007 - Administrator, Hum Res/Lab Rel	261	1.00			Ongoing	\$ 215,779

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Frequencies (Scope of Work)	Measurements/OKCs	Desired Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Human Resources	Amarita Howell	David Chavez	Management support to ensure a focus on accuracy and timeliness of essential labor issues and concerns.	Add 1.0 Administrator - support Labor Relations work. Split would be 1.0 administrator for Certificated and 2.0 administrators for Classified.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Personnel Complaint Resolution Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Currently, there are a number of outstanding items within labor relations, both certificated and classified, that cause friction with labor partner relationships. By adding necessary support, we will address questions and concerns in a more timely fashion helping the district with the number of outstanding items while improving relationship with labor partners.					4400 - Non Capitalized Equipment	One-time	\$ 1,000
Human Resources	Amarita Howell	David Chavez	Change focus of work to ensure delivery of service in an accurate and timely fashion. Current split in focus for Administrators does not allow for intentional delivery of service. Adding Directors and shifting focus will align work more appropriately for the best service experience.	Add 2.0 Directors - 100% focus and support on moving Human Resources functions (Recruiting and Staffing, and Performance and Evaluation) forward with departure of Administrators to fully support school sites and departments.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Changing the structure in Human Resources will create an opportunity for prioritization and a laser focus on Human Resources areas that will have a resounding impact on the system.	E079 - Director, Human Resources	261	2.00			Ongoing	\$ 411,358
Human Resources	Amarita Howell	David Chavez	Change focus of work to ensure delivery of service in an accurate and timely fashion. Current split in focus for Administrators does not allow for intentional delivery of service. Adding Directors and shifting focus will align work more appropriately for the best service experience.	Add 2.0 Directors - 100% focus and support on moving Human Resources functions (Recruiting and Staffing, and Performance and Evaluation) forward with departure of Administrators to fully support school sites and departments.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Changing the structure in Human Resources will create an opportunity for prioritization and a laser focus on Human Resources areas that will have a resounding impact on the system.					4401 - Non Capitalized Equipment	One-time	\$ 2,000
Human Resources	David Chavez	David Chavez	Negotiations Cost			STF-Increase recruitment and retention of staff reflecting the diversity of our community						4300 - Materials & Supplies	One-time	\$ 450,000
Human Resources	Jonie and Kim	David Chavez	Align end-to-end recruitment and staffing services to departments and sites to better understand needs, increase customer service and hire top talent that reflects our student population.	Add 4.0 DSII - to meet the increased scale of recruitment and hiring of positions in classified, certificated and management and align end-to-end services so that departments and sites are treated as a client (relationship managers).	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Each DS II will lead recruitment, hiring and onboarding for their assigned sites/departments from beginning to end for classified, certificated and management.	W173 - Specialist, Hum Res Data II	261	2.00			Ongoing	\$ 236,476
Human Resources	Jonie and Kim	David Chavez	Contract with an outside agency to help recruit and hire top talent that reflects our student population into hard-to-fill areas within the district as well as identified executive-level positions.	Add contract with an outside agency to help recruit and hire top talent that reflects our student population into hard-to-fill areas within the district as well as identified executive-level positions as needed throughout the year.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Vendor for talent acquisition is responsible for sourcing, attracting, and/or interviewing prospective employees to the identified hard to fill position.					5800 - Professional/Consulting Service	One-time	\$ 100,000
Human Resources	Jonie and Kim	David Chavez	Align end-to-end recruitment and staffing services to departments and sites to better understand needs, increase customer service and hire top talent that reflects our student population.	Add 4.0 DSII - to meet the increased scale of recruitment and hiring of positions in classified, certificated and management and align end-to-end services so that departments and sites are treated as a client (relationship managers).	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate	STU-Improve Academic Performance at Challenging Levels	Each DS II will lead recruitment, hiring and onboarding for their assigned sites/departments from beginning to end for classified, certificated and management.					4400 - Non Capitalized Equipment	One-time	\$ 2,000
Human Resources	Malati Gopal	David Chavez	Design AI based data structures which will be available to the whole system (classroom to boardroom) to access and leverage the data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add 1.0 Administrative Analyst - support the design, development, implementation, evaluation and updating of a Human Resources data dashboard that will deliver accurate and accessible data to the entire organization.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.	E015 - Administrative Analyst	261	1.00			Ongoing	\$ 197,078
Human Resources	Malati Gopal	David Chavez	Design an Artificial Intelligence (AI) based data structure that will be available to the entire system (classroom to boardroom and community) to access and leverage relevant data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add 1.0 Analyst II - support the design, development, implementation, evaluation and updating of a Human Resources data dashboard that will deliver accurate and accessible data to the entire organization.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.	E198 - Analyst II	261	1.00			Ongoing	\$ 174,654

Department Name	Budget Manager	Cabinet Manager	Description of Initiative (Objective)	Schedule/Activities (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Date Began	FTF	Object - Description (drop down)	Object - Description (drop down)	Timeline or Ongoing	Amount
Human Resources	Malati Gopal	David Chavez	Design an Artificial Intelligence (AI) based data structure that will be available to the entire system (classroom to boardroom and community) to access and leverage relevant data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add Independent Contractor support from Appleby to speed up the development and implementation of an accurate and accessible data dashboard to provide real-time information to stakeholders.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.					5800 - Professional/Consulting Service	Ongoing	\$ 75,000
Human Resources	Malati Gopal	David Chavez	Design an Artificial Intelligence (AI) based data structure that will be available to the entire system (classroom to boardroom and community) to access and leverage relevant data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add Independent Contractor support from Intellias to speed up the development and implementation of an accurate and accessible data dashboard to provide real-time information to stakeholders.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.					5800 - Professional/Consulting Service	Ongoing	\$ 100,000
Human Resources	Malati Gopal	David Chavez	Design an Artificial Intelligence (AI) based data structure that will be available to the entire system (classroom to boardroom and community) to access and leverage relevant data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Continue and expand our Laserfiche Licensing to allow employees to access necessary information in the development and implementation of a Human Resources data dashboard.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.					5800 - Professional/Consulting Service	Ongoing	\$ 75,000
Human Resources	Malati Gopal	David Chavez	Design AI based data structures which will be available to the whole system (classroom to boardroom) to access and leverage the data with built-in-automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add 1.0 Administrative Analyst - support the design, development, implementation, evaluation and updating of a Human Resources data dashboard that will deliver accurate and accessible data to the entire organization.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STU-Improve Academic Performance at Challenging Levels	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.					4400 - Non Capitalized Equipment	One-time	\$ 3,000
Human Resources	Malati Gopal	David Chavez	Design an Artificial Intelligence (AI) based data structure that will be available to the entire system (classroom to boardroom and community) to access and leverage relevant data with built-in automations for generating reports for day-to-day business operations as well as support strategic HR decision automations.	Add 1.0 Analyst II - support the design, development, implementation, evaluation and updating of a Human Resources data dashboard that will deliver accurate and accessible data to the entire organization.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee Evaluation Effectiveness, Vacancy Fill Rate, Length of Vacancy, Hiring Timelines, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate, Teacher Misassignment Rate, Payroll Errors	STU-Improve Academic Performance at Challenging Levels	Design, develop, implement, evaluate and constantly update an accurate, accessible and interactive data dashboard that will deliver real-time information to stakeholders (both internal and external) and provide analytics to enhance decision-making. This will help positively impact all of the measurements listed.					4400 - Non Capitalized Equipment	One-time	\$ 3,000
Human Resources	Manjit Arwal	David Chavez	Implement internal investigation structure to address the current lack of timely support for investigations conducted outside of a supervisor's scope and responsibility.	Add 2.0 Manager III (Investigators) - Personnel Complaints Review, Processing, Investigation, and Communication-Resolution.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Currently, complaints received requiring investigation outside of the supervisor role take at least two weeks for scheduling the investigation to begin. By having internal investigators, we will eliminate the wait time to begin investigations and have consistent service for all employees in the investigation and timelines for final reports as required through CBAs.	E223 - Manager III, General	261	2.00			Ongoing	\$ 394,156

Department Name	Budget Manager	Cabinet Manager	Description of Initiative(s)/Agency	Schedule/Milestones (Scope of Work)	Measures/Outputs (W/F)	District Goal	Description and Expected Outcomes	Job Code - Description (at/stop down)	Start Date	FTE	Object - Description (down down)	Object - Description (down down)	One-time vs Ongoing	Amount
Human Resources	Manjit Atwal	David Chavez	Implement internal investigation structure to address the current lack of timely support for investigations conducted outside of a supervisor's scope and responsibility.	Add 2.0 Manager III (Investigators) - Personnel Complaints Review, Processing, Investigation, and Communication-Resolution.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Personnel Complaint Resolution Rate, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Currently, complaints received requiring investigation outside of the supervisor role take at least two weeks for scheduling the investigation to begin. By having internal investigators, we will eliminate the wait time to begin investigations and have consistent service for all employees in the investigation and timelines for final reports as required through CBAs.					4400 - Non Capitalized Equipment	One-time	\$ 2,000
Human Resources	Manjit Atwal	David Chavez	Management support to ensure a focus on accuracy and timeliness of essential Human Resources functions that have been ignored or a low priority for over a decade.	Add 2.0 Coordinator I - support Compliance Audits, Board-District Policies, Regulatory & Ed Code Compliance, HR Manual-Handbooks,Personnel Complaint Resolution, Subpoenas, Record Retention, Classification and Compensation Studies and Implementation, Reclassifications, Job Descriptions, Leaves, Salary Schedules, CBA management.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Additional management to support the high volume related to demands on department.	E274 - Coordinator I, Extended Learning	261	2.00			Ongoing	\$ 306,798
Human Resources	Manjit Atwal	David Chavez	Management support to ensure a focus on accuracy and timeliness of essential Human Resources functions that have been ignored or a low priority for over a decade.	Add 2.0 Coordinator I - support Compliance Audits, Board-District Policies, Regulatory & Ed Code Compliance, HR Manual-Handbooks,Personnel Complaint Resolution, Subpoenas, Record Retention, Classification and Compensation Studies and Implementation, Reclassifications, Job Descriptions, Leaves, Salary Schedules, CBA management.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Additional management to support the high volume related to demands on department.					4400 - Non Capitalized Equipment	One-time	\$ 2,000
Human Resources	Tamara and Felicia	David Chavez	Establish a training protocol for all employees to complete a full week of training prior to landing at their work site. Training will include general training and understanding of FUSD, all mandatory training, technology, customer service training and other critical areas of need.	Establish a training protocol for all employees where employee start date for all employees hired externally start on either the 1st or 16th of each month with training being delivered twice per month.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Establish a training protocol for all employees where employee start date for all employees hired externally start on either the 1st or 16th of each month with training being delivered twice per month.	E274 - Coordinator I, Extended Learning	261	1.00			Ongoing	\$ 153,398
Human Resources	Tamara and Felicia	David Chavez	Additional budget supports needed research, develop and implement robust orientation and training modules enhance the learning experience for new-hire employees.	Will add a virtual option of District vision, mission and values, customer service and mandated compliance training with accountability, job shadow and job embedded time.	Improvement in Employee Satisfaction Rate, Employee Retention Rate, Employee, Statutory-Ed Code-Board Policy Compliance Rate	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Establish a training protocol for all employees where employee start date for all employees hired externally start on either the 1st or 16th of each month with training being delivered twice per month.					4300 - Materials & Supplies	One-time	\$ 250,000
School Sites	Discuss	Discuss	Class Size Supports High School Literacy			STU-Improve Academic Performance at Challenging Levels		T079 - Teacher, Senior High	185	7.00			One-time	\$ 829,366
School Sites	Discuss	Discuss	eLearn Academy Support			STU-Improve Academic Performance at Challenging Levels							One-time	\$ 9,500,000
School Sites	Discuss	Discuss	School Site One-Time			STU-Increase Student Engagement in the school and community							One-time	\$ 2,000,000
Emergency Response	Amy Idsvoog	Misty Her	This new department was provided initial start up cost of \$50K. With more knowledge of department and district needs, the department is requesting an additional \$50K to support sites and district safety and emergency response.	Add budget resources to a new department to support expansion, training and crisis support supplies with the start of the new budget year July 1.	Ability to expand outreach, support and training from its inaugural year	STU-Improve Academic Performance at Challenging Levels	Initial start up for department was \$50K. Would like to expand funds to support crisis supplies, response efforts and training.					4300 - Materials & Supplies	Ongoing	\$ 50,000
Safety & Security Office	Amy Idsvoog	Misty Her	To support the size of our district and the increased focus on safety, expand the safety team to include a Director of Safety and Security.	Add Executive Director of Safety to address gaps in safety, provide oversight and evaluate district safety programs beginning July 1.	Higher level of accountability, evaluation and district wide safety practices	STU-Improve Academic Performance at Challenging Levels	With increased safety needs, we need to increase department oversight, programs, response and accountability. Looking to fill with an admin or retired law enforcement personnel	E219 - Director, General	261	1.00			Ongoing	\$ 205,677
Safety & Security Office	Amy Idsvoog	Misty Her	With an increased focus on safety, programs, training and safe routes to school add another Manager II to focus on day to day operational needs and supports	Add Manager II to handle day to day operations, programs and training so allow the rest of the safety response team to serve sites and support campus safety assistants beginning August for start of school	Accountability and execution of internal programs, systems and training- proactive management vs. responsive	STU-Improve Academic Performance at Challenging Levels	Currently have one manager, need a second to differentiate operational programs and training support	E211 - Manager II, General	261	1.00			Ongoing	\$ 188,887

Department Name	District Manager	Cabinet Manager	Description of Initiative/Objective(s)	Schedule/Milestones / Scope of Work	Measurements/ROPs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Term Days	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time, vs Ongoing	Amount
Safety & Security Office	Amy Idsvoog	Misty Her	Increase safety and security support to sites by adding 3 additional Safety Specialist giving each region their own district level safety support person.	Add three Safety Specialist to ensure each region has their own safety specialist for consistency of support and service during an emergency. They will also collaborate with site leaders to evaluate and address proactive safety protocols beginning August for start of school	Regional safety strategy provides consistency in support, improves response time and builds relationship with site admin and the safety office.	STU-Improve Academic Performance at Challenging Levels	Increase would allow for a safety specialist in every region. Quicker response and more consistent support.	S015 - Specialist, School Safe & Sec	239	3.00			Ongoing	\$ 273,544
Safety & Security Office	Amy Idsvoog	Misty Her	Purchase 4 new vehicles so safety staff can respond to sites	Purchase cars for new employees to ensure they can respond to district emergencies in a timely manner, starting with the start of school in August	Provide new safety specialist cars so they can support their region and provide school site supports.	STU-Improve Academic Performance at Challenging Levels	\$33-45K each. New safety specialist and manager would each need a vehicle. Director could have travel stipend.				4300 - Materials & Supplies		One-time	\$ 180,000
Safety & Security Office	Amy Idsvoog	Misty Her	Additional technology, radios and safety supplies are needed to support the increase in safety personnel	Provide the necessary tools for new staff to ensure they are connected to sites, and have access to district tools, emails and safety resources by the start of school in August.	New safety staff require computers, docking stations, monitors, radios, chairs etc. to fulfill their job responsibilities and be successful.	STU-Improve Academic Performance at Challenging Levels	Provide needed supplies and technology to new staff				6400 - Equipment		One-time	\$ 30,000
Safety & Security Office	Amy Idsvoog	Misty Her	Additional funds to provide training to campus safety assistants, site administrators and other district first responders	Provide training dollars to ensure campus safety assistants, site admin and key first responders have the tools to support sites, staff and students in emergencies with the first training opportunities being available in the first semester of 2023-24 school year.	Provide de-escalation, safety and emergency training to key personnel on site to reduce incidents, improve safety response and health emergencies outcomes.	STU-Improve Academic Performance at Challenging Levels	To address training needs, looking for funds to purchase equipment and train. Stop the Blood, CPR and CPI; including funds to train our own for train the train model. CPR is \$80 pp (300 in HS and Safety \$24K), Stop the blood supplies for sites, \$4K for train the trainer for CPI.				4300 - Materials & Supplies		Ongoing	\$ 100,000
Safety & Security Office	Amy Idsvoog	Misty Her	To improve health, reduce pollution and ensure students get to school safely, establish a pilot program focused on creating Safe Routes to School including conducting safe route evaluations.	With 15 district reported accidents where students were hit by cars, including one fatality, we need to launch our pilot and begin traffic evaluations through a third party vendor by October 2023. RFP is expected to be completed by April 2023.	Identify where traffic and infrastructure gaps exists for students routes to school. Work with city partners, sites and families to establish safe routes to school plans and activities that improve safe travel, and increase opportunities for safety walking, riding and traveling to school.	STU-Improve Academic Performance at Challenging Levels	Awaiting RFP for pricing but estimating \$20K per site. 7 pilot sites proposed in order to execute evaluations of safe travel to school for all students.				4300 - Materials & Supplies		One-time	\$ 140,000
Safety & Security Office	Amy Idsvoog	Misty Her	In an effort to establish equity among elementary school sites, purchase and install cameras in cafeterias at 37 elementary sites currently without	Ensuring equity, have all elementary sites with cameras in their cafeterias by December 2023	all elementary sites have baseline camera coverage	STU-Improve Academic Performance at Challenging Levels	Looking to have baseline cameras set up at all elementary's. Currently these sites don't have cameras in their cafeterias. Looking at 2 per cafeteria				4300 - Materials & Supplies		One-time	\$ 125,000
Safety & Security Office	Amy Idsvoog	Misty Her	Add DHH emergency sensors at Birney, Norseman, Alhambra and Hoover to support safety notification for DHH programs and staff	Provide our deaf and hard of hearing students and staff at the four designated sites communication tools that notify them of a lockdown, fire or other emergency like that of their hearing colleagues and classmates by October of 2023	Our four sites with DHH programs have notification equipment and no longer have to use workarounds to notify staff/students of a lockdown or emergency	STU-Improve Academic Performance at Challenging Levels	Notify deaf and hard of hearing staff and students in the event of a fire, lockdown, shelter in place, earthquake, etc.				4300 - Materials & Supplies		One-time	\$ 100,000
Safety & Security Office	Amy Idsvoog	Misty Her	Establish a vaping sensor/ camera Pilot at 8 sites to with vaping sensors and camera	Have the 8 pilot sites installed with vaping sensors and cameras by October 2023 so that we can begin gathering data to see if this is a viable mitigation strategy for possible expansion to all sites in the 24-25 school year	Identify pros and cons of sensor notification system to help us determine possible expansion to all sites. Capture data points around reduction in vaping at sites.	STU-Improve Academic Performance at Challenging Levels	241 restrooms at those 8 sites. Pilot program sites include Fort Miller, Yosemite, Sequoia, Edison, Sunnyside, Hoover, Tenaya and Cambridge to mitigate growing vaping incidents. Vaping currently ranks in the top 3 safety concerns based on site leader and student feedback.				6400 - Equipment		One-time	\$ 605,000
Safety & Security Office	Amy Idsvoog	Misty Her	Replace outdated AED's due to ongoing challenges to find replacement parts and batteries to ensure sites have working equipment to navigate a medical emergency.	Purchase, install and train staff around the new AED's at sites and district departments for the start of the new school year in August	Have working AEDs at all sites so sites and first responders can have positive outcomes when medical emergencies occur. Be able to provide real-time AED data to EMT and ER rooms during continuation of medical care.	STU-Improve Academic Performance at Challenging Levels	Current system is antiquated and replacement parts are hard to acquire. Some sites are currently without a working AED. New system is cloud based, more user friendly and provides EMT and hospital all vitals electronically. Shelf life is 5-7 years old and we have many that are past that. Have working AEDs at all sites.				6400 - Equipment		One-time	\$ 110,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Project	Schedule/Milestones (Scope of Work)	Measurements/DO's	Current Goal	Description of Proposed Outcome	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Safety & Security Office	Amy Idroog	Misty Her	In order to provide an extra layer of safety, add an 8-hour CSA on every elementary campus	Add an 8 hour campus safety assistant to every elementary to ensure students and staff have a layer of safety support, freeing admin to focus on instruction by the start of the new school year in August.	Provide safety presence at sites where there is currently no campus safety or SRO presence, allowing site admin to focus on instruction and other admin responsibilities.	STU-Improve Academic Performance at Challenging Levels	Sites and community seeking safety support at the elementary level. CSAs would provide added supervision and can reinforce site safety. 18 sites currently have one part time CSA due to location near a park. Decision would provide them a full time 8 hour FTE. Some of those sites have an added CSA due to SPED population or safety challenges. Question is do we give them more than one CSA?	W061 - Assistant, Campus Safety	228	34.00			Ongoing	\$ 2,582,892
African American Academic Acceleration	Lisa Mitchell	Misty Her	Expand the African American Student Leadership Academy (AASLA) program providing equitable opportunities. Increase collegiate exposure, provide support and mentoring to ensure African-American students are UC Ready.	Add 8 Regional Champions utilizing Teaching Fellows to support and grow the program. Provide funding for summer camps, college enrichment trips, speakers, workshops, & student conferences.	Qualitative and quantitative measures will be utilized to measure AASLA program return on investment. Increased student connection to the UC campuses, provide leadership opportunities at sites, and increase parent engagement. Qualitative- Student, Parent, Champion surveys; Quantitative- GPA, SBAC, SEL, Attendance, Suspensions	STU-Improve Academic Performance at Challenging Levels	Expand # Black students UC enrichment trips to increase % student engagement; Increase % of Black families engagement participation in workshops to support their student's development; Strengthen % Black students self-efficacy through summer leadership camps and conferences.				5899 - Prof/Consulting Svc & Operating	One-time	\$ 925,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Expand the African American Student Leadership Academy (AASLA) program providing equitable opportunities. Increase collegiate exposure, provide support and mentoring to ensure African-American students are UC Ready.	Add 8 Regional Champions utilizing Teaching Fellows to support and grow the program. Provide funding for summer camps, college enrichment trips, speakers, workshops, & student conferences.	Qualitative and quantitative measures will be utilized to measure AASLA program return on investment. Increased student connection to the UC campuses, provide leadership opportunities at sites, and increase parent engagement. Qualitative- Student, Parent, Champion surveys; Quantitative- GPA, SBAC, SEL, Attendance, Suspensions	STU-Improve Academic Performance at Challenging Levels	Expand # Black students UC enrichment trips to increase % student engagement; Increase % of Black families engagement participation in workshops to support their student's development; Strengthen % Black students self-efficacy through summer leadership camps and conferences.				4300 - Materials & Supplies	One-time	\$ 150,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide Fresno Unified Black Student Union funding to promote, recruit, and retain Black students through their cultural background, prior experiences, and classroom setting to achieve at their greatest potential.	Add 12 facilitators, funding for peer to peer mentoring, funding for the district black history month program	Qualitative and quantitative measures will be utilized to measure BSU program return on investment. Increase positive role models to provide academic and social support. Qualitative- Student, Parent, Champion surveys; Quantitative- GPA, SBAC, SEL, Attendance, Suspensions	STU-Improve Academic Performance at Challenging Levels	Expand # Black students infinity groups to increase % student engagement; Strengthen % Black students' self-efficacy through affirming their cultural background and prior experiences; Strengthen % Black students academically and socially through increasing # peer to peer mentors.			1160 - Teacher-Supplemental Salaries		One-time	\$ 104,104	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide Fresno Unified Black Student Union funding to promote, recruit, and retain Black students through their cultural background, prior experiences, and classroom setting to achieve at their greatest potential.	Add 12 facilitators, funding for peer to peer mentoring, funding for the district black history month program	Qualitative and quantitative measures will be utilized to measure BSU program return on investment. Increase positive role models to provide academic and social support. Qualitative- Student, Parent, Champion surveys; Quantitative- GPA, SBAC, SEL, Attendance, Suspensions	STU-Improve Academic Performance at Challenging Levels	Expand # Black students infinity groups to increase % student engagement; Strengthen % Black students' self-efficacy through affirming their cultural background and prior experiences; Strengthen % Black students academically and socially through increasing # peer to peer mentors.			2960 - Other Classified-Supplemental	4300 - Materials & Supplies	One-time	\$ 100,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide supports to African American students from grades 5-12 with assigned advisors who will target students who are struggling academically, behaviorally or with daily attendance.	The Academic Advisor program will provide professional development and leadership that will support the advisors throughout the process of initiating strategies and implementing supports that will promote student success.	Qualitative and Quantitative data will be used to measure effectiveness of the program. Academics, attendance and behavior data will be tracked and student and teacher surveys will be given periodically to analyze student/teacher satisfaction.	STU-Improve Academic Performance at Challenging Levels	The academic advisor program will increase the PL opportunities for the advisors to quarterly full group sessions and targeted monthly trainings for the separate grade levels.				5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 50,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide supports to African American students from grades 5-12 with assigned advisors who will target students who are struggling academically, behaviorally or with daily attendance.	There is a need to increase staffing to support the expansion of the Academic Advisor Program. Currently school personnel are utilized at the school sites to provide services to over 1000 students. There is a need to contract with outside vendors that have the capacity to serve our students effectively and efficiently.	Qualitative and Quantitative data will be used to measure effectiveness of the program. Academics, attendance and behavior data will be tracked and student and teacher surveys will be given periodically to analyze student/teacher satisfaction.	STU-Improve Academic Performance at Challenging Levels	The number of face to face meetings will increase with the addition of the fellows. This will result in the % of students with D's and F's decreasing, an increase in attendance % for the students served and a decrease in the number of behavioral incidents.				5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 350,000	

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROIs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Duty Data	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide supports to African American students from grades 5-12 with assigned advisors who will target students who are struggling academically, behaviorally or with daily attendance.	The A4 Academic Advisor Program will provide additional materials and supplies as incentives to support student learning and to acknowledge student success and growth.	Qualitative and Quantitative data will be used to measure effectiveness of the program. Academics, attendance and behavior data will be tracked and student and teacher surveys will be given periodically to analyze student/teacher satisfaction.	STU-Improve Academic Performance at Challenging Levels	Incentives will provide students with additional motivation and allow them to connect with advisors easier. The % of students that connect with their advisors and are satisfied with the program will increase from the beginning of the school year to the end of the school year.				4300 - Materials & Supplies	Ongoing	\$ 40,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	Provide supports to African American students from grades 5-12 with assigned advisors who will target students who are struggling academically, behaviorally or with daily attendance.	The Academic Advisor program will provide professional development and leadership that will support the advisors throughout the process of initiating strategies and implementing supports that will promote student success.	Qualitative and Quantitative data will be used to measure effectiveness of the program. Academics, attendance and behavior data will be tracked and student and teacher surveys will be given periodically to analyze student/teacher satisfaction.	STU-Improve Academic Performance at Challenging Levels	The academic advisor program will increase the PL opportunities for the advisors to quarterly full group sessions and targeted monthly trainings for the separate grade levels.	E123 - Manager I, Program	263	1.00		One-time	\$ 192,636	
African American Academic Acceleration	Lisa Mitchell	Misty Her	To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.	The elementary Reading Programs will support students by providing 4 strategies: 1. Culturally responsive teaching & learning 2. Building strong relationships with families and communities 3. Have an effective teacher for every student and an effective leader for every school 4. Using data to inform continuous improvements. To provide additional materials, incentives and supplies to support student success while in the literacy program. The additional supplies would support the literacy program expansion afterschool to 40 additional elementary school sites. Open purchase orders with vendors to buy program materials, incentives and supplies.	Utilizing both qualitative and quantitative data to monitor and track student progress and program effectiveness. Data that will be tracked throughout program includes; student attendance, family participation, student program completion, goals, program feedback surveys at all levels and assessment data from easyCEM will be utilized to determine program effectiveness.	STU-Improve Academic Performance at Challenging Levels	Increase % of student enrollment and program attendance. Increase % of family participation throughout program. Increase domain % with the easyCEM assessments and strengthen students foundational literacy skills.				4300 - Materials & Supplies	One-time	\$ 185,000	
African American Academic Acceleration	Lisa Mitchell	Misty Her	To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.	The elementary Reading Programs will support students by providing 4 strategies: 1. Culturally responsive teaching & learning 2. Building strong relationships with families and communities 3. Have an effective teacher for every student and an effective leader for every school 4. Using data to inform continuous improvements. Provide increased supports and resources with vendors facilitating pivotal aspects of the literacy program. This includes curriculum, professional development, data platforms & monitoring and mentoring support. The increased vendor support will positively impact the expansion efforts to 40 additional school sites. Expanded access and resources to culturally responsive curriculum, and instructional environments serving AA & AA-multiracial students and families across an additional 40 elementary sites.	Utilizing both qualitative and quantitative data to monitor and track student progress and program effectiveness. Data that will be tracked throughout program includes; student attendance, family participation, student program completion, goals, program feedback surveys at all levels and assessment data from easyCEM will be utilized to determine program effectiveness.	STU-Improve Academic Performance at Challenging Levels	Increase % of student enrollment and program attendance. Increase % of family participation throughout program. Increase domain % with the easyCEM assessments and strengthen students foundational literacy skills.				5899 - Prof/Consulting Svc & Operating	One-time	\$ 1,065,500	

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/BOEs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Date	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
African American Academic Acceleration	Lisa Mitchell	Misty Her	To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.	<p>The elementary Reading Programs will support students by providing 4 strategies: 1. Culturally responsive teaching & learning 2. Building strong relationships with families and communities 3. Have an effective teacher for every student and an effective leader for every school 4. Using data to inform continuous improvements.</p> <p>To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.</p> <p>Provide sustainable data collection and tracking system for AA & AA multiracial students participating in all AA programs. Platform to support program expansions and tracking of students from 1 program to the next.</p> <p>Inclusive & functional data platform incorporating various systems that are recording student outcomes across programs.</p>	Utilizing both qualitative and quantitative data to monitor and track student progress and program effectiveness. Data that will be tracked throughout program includes: student attendance, family participation, student program completion, goals, program feedback surveys at all levels and assessment data from easyCBM will be utilized to determine program effectiveness.	STU-Improve Academic Performance at Challenging Levels	Ability to track student progress and outcomes for specific programs as well as over time as they are offered different programs across AA that serves their grade level and need.				5899 - Prof/Consulting Svc & Operating	One-time	\$ 200,500	
African American Academic Acceleration	Lisa Mitchell	Misty Her	To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.	<p>The elementary Reading Programs will support students by providing 4 strategies: 1. Culturally responsive teaching & learning 2. Building strong relationships with families and communities 3. Have an effective teacher for every student and an effective leader for every school 4. Using data to inform continuous improvements.</p> <p>Teachers, Site Leaders and Cluster leaders will be needed to support the literacy program at the 40 additional elementary schools. This role increases access and literacy supports to FUSD African American / African American multi-racial students needing explicit literacy and phonics interventions to achieve grade level and beyond literacy skills.</p> <p>Instructional and administrative staff will lead program outcomes with teaching the curriculum, administering assessments and accountability for student goals.</p>	Utilizing both qualitative and quantitative data to monitor and track student progress and program effectiveness. Data that will be tracked throughout program includes: student attendance, family participation, student program completion, goals, program feedback surveys at all levels and assessment data from easyCBM will be utilized to determine program effectiveness.	STU-Improve Academic Performance at Challenging Levels	Increase % of student enrollment and program attendance. Increase % of family participation throughout program. Increase domain % with the easyCBM assessments and strengthen students foundational literacy skills.			1160 - Teacher-Supplemental Salaries	One-time	\$ 1,319,473		
African American Academic Acceleration	Lisa Mitchell	Misty Her	To provide literacy supports to more AA & AA multiracial students with the expansion of the reading program. The expansion goal will be to include 40 additional elementary school sites serving AA & AA multi-racial students that are (1) or more reading levels behind. We will be using data to identify and work to close high-leverage gaps and to motivate/enforce accountability at every level.	<p>The elementary Reading Programs will support students by providing 4 strategies: 1. Culturally responsive teaching & learning 2. Building strong relationships with families and communities 3. Have an effective teacher for every student and an effective leader for every school 4. Using data to inform continuous improvements.</p> <p>Classified supports will support student success through operational supports, logistics & relationship building. This role increases access to explicit literacy supports with AA & AA multiracial students.</p> <p>Expansion of the literacy program to serve AA & AA-multiracial students across an additional 40 elementary sites. This expansion will provide continued supports and access to students, families and staff while addressing the achievement gap experienced by our AA students.</p>	Utilizing both qualitative and quantitative data to monitor and track student progress and program effectiveness. Data that will be tracked throughout program includes: student attendance, family participation, student program completion, goals, program feedback surveys at all levels and assessment data from easyCBM will be utilized to determine program effectiveness.	STU-Improve Academic Performance at Challenging Levels	Increase % of student enrollment and program attendance. Increase % of family participation throughout program. Increase domain % with the easyCBM assessments and strengthen students foundational literacy skills.			2960 - Other Classified-Supplemental	One-time	\$ 201,894		

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROI's	Distal Goal	Description and Expected Outcomes	App Code - Description (drop down)	Duty Days	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Health Services	Liz Torrez	Misty Her	To capture missed Medi-Cal billing opportunities, add a Budget Tech position to support cross department billing and multiple district revenue sources	Hire a budget tech by October to support the Medi-Cal billing person so that we may expand reimbursement opportunities -- and begin fine tuning current structures by November 2023 in time for the annual required stakeholder meeting	Increase medi-cal billing opportunities which results in increase in reimbursement to the district.	STU-Improve Academic Performance at Challenging Levels	Support Medi-cal billing, supplemental contracts and increase district reimbursable revenue	W190 - Technician, Budget T	261	1.00			Ongoing	\$ 92,829
Health Services	Liz Torrez	Misty Her	Based on increased health orders, needs for students with one-to-one nurse care, special education needs and constantly changing staffing levels, we're asking to add 9 RN FTE positions in 23-24. This will be a phased in approach over four years to provide licensed school nurses. Anticipating 9 new FTE each year for four years	Add 9 RN FTE to support increase in student health orders, case management, increases in IEPs by August 15	Sites will have a consistent health professional on their campus daily to meet the needs of their population, special education students and those with health orders.	STU-Improve Academic Performance at Challenging Levels	Stage one of a four year roll out to secure licensed school nurses to adequately support growing student health and special education needs	T006 - Nurse	185	9.00			Ongoing	\$ 1,321,454
Health Services	Liz Torrez	Misty Her	Health Services has lost 14 LVNs due to higher paying positions elsewhere. We have seen an increase in student health procedures and office visits. We have no sub pool to cover LVNS or daily health procedures when the health professional is out. We are looking to hire 10 LVNs for the 2023-24 school year, with 10 more FTE the following school year to address the gaps in providing consistent student health services	Add 10 LVN FTE to support increase health procedures and office traffic -- also provide back up support to sites to ensure student health orders are covered in time of staff absences or leaves throughout the school year starting August 15.	Sites and their student population have the appropriate staffing to support health procedures and office traffic without having to pull an LVN from other sites to cover a medical procedure.	STU-Improve Academic Performance at Challenging Levels	Stage one of a two year plan to secure and keep experienced LVNs to support growing health needs of our student population. Awaiting LVN comp study as we have lost more than a dozen LVNs this year to higher paying jobs outside the district creating gaps in student care and school site support.	W198 - Nurse, Vocational License	193	10.00			Ongoing	\$ 750,280
Health Services	Liz Torrez	Misty Her	Continue annual contract with Supplemental Healthcare Agency, and extend half year contract with Recruitment Agency to full year to provide supplemental health personnel -- to support student health orders, benefited absences and extended learning programs including Saturday Academy, Winter/Summer sessions and camps	Keep the current supplemental health contract to ensure procedure coverage at sites beginning July 1 and through extended learning programs for 2023-24 school year	Have a resource for stabilizing short term staffing support in times of benefited absences, along with extra care support for extended learning programs.	STU-Improve Academic Performance at Challenging Levels	Have 1-2 contract providers that can support short term absences and support extended learning programs outside of contracted staff duty days				5800 - Professional/Consulting Service		Ongoing	\$ 3,400,000
Health Services	Liz Torrez	Misty Her	Provide COVID PPE Supplies again for 2023-24	Make available in the warehouse for sites to order for FREE.	All those that need COVID PPE have easy access. Sites can order as needed through warehouse reducing turnaround time.	STU-Improve Academic Performance at Challenging Levels	Provide sites and departments COVID PPE				4300 - Materials & Supplies		One-time	\$ 350,000
Student Engagement/Athletics	Bryan Wells	Natasha Baker	Increase budget to account for increased cost of officials/referees - need more info from Student Engagement Office	\$101,000 (23% for 2023/24). This would continue with a possible 33% budget request for 2024/25.	All athletic events that are officiated will have appropriate staffing from the contracted officials organizations. This data would be verified by each officials organization.	STU-Increase Student Engagement in the school and community	All athletic events will be officiated by a contracted organization in a fair manner.				4300 - Materials & Supplies		Ongoing	\$ 20,000
Student Engagement/Athletics	Bryan Wells	Natasha Baker	Replace uniforms and equipment for all Unified Sports athletic teams at 7 high schools for soccer, basketball, and track.	Unified Sports began in the Fall, 2017 for all our high school sites at which time we purchased uniforms and equipment for each of the 7 high schools. The uniforms are overdue for replacement in accordance with our usual 3 year uniform rotation and much equipment/supplies are worn out, broken, or missing.	All Unified Sports programs at the 7 comprehensive high schools will have updated uniforms and equipment needed to compete.	STU-Increase Student Engagement in the school and community	Unified Sports for all high school students shall be enhanced with increased program supports. Baseline funds determine baseline expectations and ongoing improvement in quantity and quality of Unified events.				4300 - Materials & Supplies		One-time	\$ 30,000
Student Engagement	Bryan Wells	Natasha Baker	Increase budget to account for increased cost of Graduation Venues, graduation materials and supplies, senior recognition items, and safety/security. 030-0725-0675-4300-1981-2100	Additional \$150,000 Cover cost increases for labor, venue rental, mandatory ticketing, and required safety/security additions (searches, clear bag policy, and metal screeners)	Cost increases have been covered for the past 3 years utilizing Student Engagement funds. Those funds are no longer available and cost increases have more than doubled. Following COVID, Board Members also have requested additional senior recognition items to ensure that all families are equipped to fully participate and recognize their graduating seniors for their efforts. Annual review and Board Agenda Items/Communication ensure transparency and return on investment.	STU-Increase Student Engagement in the school and community	All students are provided the opportunity to participate in a graduation ceremony that recognizes their completion of their high school program.				4300 - Materials & Supplies		Ongoing	\$ 150,000
Student Engagement	Bryan Wells	Natasha Baker	Increase elementary enrichment funds to support the addition of three elementary schools	7090 - LCFF Supplemental & Concentration	The addition of these sites represent an increase to the overall total number of schools attending TK-6th grade enrichment.	STU-Increase Student Engagement in the school and community	With the addition of these funds, Student Engagement will continue to be able to support all sites with a guaranteed education enrichment trip				5899 - Prof/Consulting Svc & Operating		Ongoing	\$ 104,000

Department Name	Budget Manager	Cabinet Member	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/DOEs	Distinct Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Student Engagement/Athletics	Bryan Wells	Natasha Baker	6 week Summer Athletic Bridge Academy (All high Schools)	23/24 Continue and increase	The expectations heading into the third year of this program is the continuing of our student athletes benefitting by their continued participation and engagement in school related activities for academic and athletic support. The past results have shown an improvement in GPA by 4%, Credits earned by nearly 4,000 as well as an overall improvement in attendance.	STU-Increase Student Engagement in the school and community						5899 - Prof/Consulting Svc & Operating	One-time	\$ 1,200,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	24 Teachers participating in summer intensive and practice sessions TNTP. TNTP contract - \$55,000 24 teachers @ 110 hrs @ \$47.50 - \$125,400 3 lead teachers @ 132 hours @ \$47.50 - \$18,810 1 administrator @ 147 hours - \$12,000	23/24 TNTP contract \$65,000 12 extra duty days for 5 coaches	Teacher sustainability, development of coaches, articulation of teachers to leaders, student outcomes will be measured through increase in local assessments, iReady, SBAC	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Using a 'Good to Great' model, each teacher is teamed up with coach and TNTP mentor to review daily lessons, reflect on intentional pivots and structures in the classroom designed for best first instruction of math.			1130 - Teacher-Extra Time Salaries	5899 - Prof/Consulting Svc & Operating	One-time		\$ 100,477
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Winter and summer PL for Classified Overtime for classified	23/24 Partnership with HR (Director, Classified Development reports to HR). Continue same amount	Support in classified training and opportunities to promote job embedded training and advancement. Support for classified staff to gain certifications and job advancement	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Working with HR, CIPL will support training and certification of classified staff, additional cost may include testing, and course work to build skills needed			2420 - Clerical, Technical & Office-Sub		One-time		\$ 782,611
Curriculum & Instruction	Carlos Castillo	Natasha Baker	PL Summit - 2 days voluntary Professional Learning	23/24 Continue same amount	Teacher surveys, teacher enrollment, department participation, classroom walks	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Professional learning offered in a virtual format where teachers self-select from 100s of offerings areas they want to develop and grow to better serve their students			1160 - Teacher-Supplemental Salaries		One-time		\$ 1,489,659
Curriculum & Instruction	Carlos Castillo	Natasha Baker	IdeaFest: Food cost (Mike Oz of Fresno Eats) \$8 per plate x 160 staff = \$2,240. Conductor for Honor band supplemental contract = \$4,014	IdeaFest	Increased participation and student mentoring	STU-Expand student-centered and real-world learning experiences	Adults needed to support students who are displaying their ideas, work and research promoting a sense of belonging in a literacy rich environment.			1160 - Teacher-Supplemental Salaries		Ongoing		\$ 12,320
Curriculum & Instruction	Carlos Castillo	Natasha Baker	IdeaFest: Food cost (Mike Oz of Fresno Eats) \$8 per plate x 160 staff = \$2,240. Conductor for Honor band supplemental contract = \$4,014	IdeaFest	Increased participation and student mentoring	STU-Expand student-centered and real-world learning experiences	Adults needed to support students who are displaying their ideas, work and research promoting a sense of belonging in a literacy rich environment.				4300 - Materials & Supplies	Ongoing		\$ 23,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	IdeaFest Contracts: Expo Booth Rental 140 booths = \$39,691, Stage Rental = \$3,300; Total = \$42,991. Expo Sound Rental = \$2,700, Marketing, Fresno Bus Transit signage (Lamar Transit Advertising), 12 buses, 4-week run prior to event; 3x7 display = \$6,691	IdeaFest	Measured by student participation, displays and surveys. Increased literacy scores and student connectivity to sites/district	STU-Expand student-centered and real-world learning experiences	Student work is displayed and shared among sites to promote and collective 'Idea' and literacy rich exhibit				5110 - Sub-agreements for Services	Ongoing		\$ 60,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	ELA Grades 7-12 Job Embedded Professional Learning Conference fee \$750 * 9 = \$6,750 Supplemental contracts - 150 teachers * 10 hrs * \$47.50 - \$71,250 Books and supplies - \$6,750	23/24 In class collaborative session = 100 teachers * 10 hours Implementation = 100 * 6 hours Prior cohorts 40 teachers x 20 hours Teacher Librarian = 15 Librarian * 20 hours TOTAL = 2,700 Hours plus \$8,500 course books	Increase in lexile levels for students based on their interest in text that are self reflective, increase in teacher participation in future cohorts. Teachers develop deeper training in Reading Apprenticeship	STU-Expand student-centered and real-world learning experiences	books will be used to support students in a diverse grade level text giving teachers and librarians a toolbox of ways to engage students in reading complex text				4300 - Materials & Supplies	One-time		\$ 8,500
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Provide site staffing and professional learning for teachers teaching Ethnic Studies. (Part 1) Contract with Fresno State to provide Professional learning - \$20,000 Contract with Dr. Lynch to serve as Ethnic Studies consultant and curriculum review/reflection - \$40,000 Contract with Dr. Hoeling Lee to serve as consultant on Seal of Civic Engagement - \$45,000 Contract with Brandon Brown to serve as mentoring coach for Ethnic Studies teachers - \$30,000 Contract with Ken Magdelana - \$15,000 3 Lead Teacher supplemental contracts (flat rate per CBA) 3 * \$2,500 - \$7,500 10 Advisory Team supplemental contracts 10 * 20 hours * \$47.50 - \$9,500 33 teachers supplemental contracts 33 * 20 hours * \$47.50 - \$31,350	23/24 <u>Dr. Matthew Espinoza Watson \$1,600</u> <u>Prof. David Alvarez \$800</u> <u>Prof. Michael McDaniel \$800</u> <u>Dr. Bee Yang \$1,600</u> <u>Dr. Jenny Bahr \$1,600</u> <u>Avenues for Change \$3,750</u> <u>LGBTQ+ lecturer \$1,600</u> <u>African American History lecturer \$1,600</u> <u>Disability History lecturer \$1,600</u> <u>Women's History lecturer \$1,600</u> <u>Armenian History lecturer \$1,600</u> <u>Dr. Olivia Lynch \$65,000</u> <u>Total: \$83,150 Contracts</u> <u>Supplemental 100 teachers * 13 hours</u> Seal of Civic Engagement Maddy Institute - \$50,000 26 teachers * 2 days	Feedback surveys, evidence from classroom walks, enrollment of primary and secondary teachers. Lessons and structures in classrooms to support inclusive practices reflective of all students, and families. Student surveys demonstrating students increase in sense of belonging	STU-Expand student-centered and real-world learning experiences	Monthly experts, college professors, provide deeper insight to secondary social science/history teachers deepening their understanding of cultures reflective in their classrooms. Elementary teachers will focus on necessary pedagogy to meet the needs of elementary students.			1160 - Teacher-Supplemental Salaries	5899 - Prof/Consulting Svc & Operating	One-time		\$ 148,050

Department Name	Budget Manager	Calumet Manager	Description of Initiatives/Objectives	Schedule/Milestones (Scope of Work)	Measurements/ROIs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTF	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Provide site staffing and professional learning for teachers teaching Ethnic Studies. (Part 1) Contract with Fresno State to provide Professional learning - \$20,000 Contract with Dr. Lynch to serve as Ethnic Studies consultant and curriculum review/reflection - \$40,000 Contract with Dr. Hoeling Lee to serve as consultant on Seal of Civic Engagement - \$45,000 Contract with Brandon Brown to serve as mentoring coach for Ethnic Studies teachers - \$30,000 Contract with Ken Magdelana - \$15,000 3 Lead Teacher supplemental contracts (flat rate per CBA) 3 * \$2,500 - \$7,500 10 Advisory Team supplemental contracts 10 * 20 hours * \$47.50 - \$9,500 33 teachers supplemental contracts 33 * 20 hours * \$47.50 - \$31,350	23/24 Dr. Matthew Espinoza Watson \$1,600 Prof. David Alvarez \$800 Prof. Michael McDaniel \$800 Dr. Bee Yang \$1,600 Dr. Jenny Bahn \$1,600 Avenues for Change \$3,750 LGBTQ+ lecturer \$1,600 African American History lecturer \$1,600 Disability History lecturer \$1,600 Women's History lecturer \$1,600 Armenian History lecturer \$1,600 Dr. Olivia Lynch \$65,000 Total: \$83,150 Contracts Supplemental 100 teachers * 13 hours Seal of Civic Engagement Madiv Institute - \$50,000 26 teachers * 2 days	Feedback surveys, evidence from classroom walks, enrollment of primary and secondary teachers. Lessons and structures in classrooms to support inclusive practices reflective of all students, and families. Student surveys demonstrating students increase in sense of belonging	STU-Expand student-centered and real-world learning experiences	Monthly experts, college professors, provide deeper insight to secondary social science/history teachers deepening their understanding of cultures reflective in their classrooms. Elementary teachers will focus on necessary pedagogy to meet the needs of elementary students.				1130 - Teacher-Extra Time Salaries	5899 - Prof/Consulting Svc & Operating	One-time	\$ 65,369
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Edgenuity District Wide Licenses-Digital Platforms - Schools Sites and Leaders	23/24 Support recovery of credits at high schools. Increase contract from \$544,000 to \$592,000	D and F rate, A-G graduation rate, Winter and Summer School credit recovery	STU-Expand student-centered and real-world learning experiences	Digital platform for credit recovery, original credit to support high school graduation rates					5899 - Prof/Consulting Svc & Operating	One-time	\$ 566,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Nearpod Digital Lessons-Digital Platforms	23/24 Increase cost from \$219,000 to \$220,000	Local and state assessments, IPE classroom walks increasing classroom management, lesson planning and student engagement	STU-Expand student-centered and real-world learning experiences	Teachers will create lessons using Nearpod as an engagement tool promoting interaction and personal learning options.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 220,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Digital Math Facts-Digital Platforms	23/24 Digital math - renew contract for Reflex Math for \$178,000 and \$4,000 for materials to promote student learning	I-Ready, SBAC, BEE assessments, Data on math fluency provided monthly by Reflex	STU-Expand student-centered and real-world learning experiences	Adaptive online system that helps students of all ability levels to develop instant recall of basic math facts as a supplemental curricular support.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 178,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Digital Math Facts-Digital Platforms	23/24 Digital math - renew contract for Reflex Math for \$178,000 and \$4,000 for materials to promote student learning	I-Ready, SBAC, BEE assessments, Data on math fluency provided monthly by Reflex	STU-Expand student-centered and real-world learning experiences	Adaptive online system that helps students of all ability levels to develop instant recall of basic math facts as a supplemental curricular support.					4300 - Materials & Supplies	One-time	\$ 4,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Professional Learning - Math Lessons Design and Summer School Pilot (5-9 grade focus and to provide to all schools this year was only schools that wanted to participate)	23/24 Continue and increase contract with SWUN Math to work with 41 Elementary Schools, 9 middle schools, 4 high schools and summer support for 2 middle schools with 2 days of training	I-Ready, SBAC, D&F rate, Teacher content mastery, classroom management, mathematical progression for students	STU-Expand student-centered and real-world learning experiences	Through job-embedded coaching each week all teachers are given professional learning in their classroom to improve first instruction and strengthen rigor of lessons					5899 - Prof/Consulting Svc & Operating	One-time	\$ 2,400,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	LIBRARIES: Libraries Grab and Go	Research demonstrates more books in the home produces better readers		STU-Expand student-centered and real-world learning experiences						4200 - Books & Other Reference	One-time	\$ 1,175,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Go Math Extension			STU-Improve Academic Performance at Challenging Levels						4200 - Books & Other Reference	One-time	\$ 4,660,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Add Security for E Street	Additional CIS Security services to support meetings, classes and PL offered in the late afternoon evening @ \$31 per hour x5 hours/178 days \$27,950	Number of incidents, safety calls, data from training	STU-Improve Academic Performance at Challenging Levels	Support safety and management of building and property					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 27,950
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Tier 2 Intervention Materials - Learning Loss Supports - P.E - \$247,000 Science - \$75,000 Idea Fest \$36,000 7/12 Math - \$16,000 Gov/HI - \$4,200 ELA K-12 \$562,000 K-6 Math \$6,000	23/24 ELA K-6 - \$52,000 ELA 7-12 - \$292,000 Science K-12 - \$50,000 Math K-12 - \$30,000 Physical Education - \$140,000 History - \$5,000 Little Book Bins - \$4,000 Course Guide - \$16,000 Advanced Coursework - \$185,000 Ethnic Studies - \$13,665 SPED PL - \$10,000 GATE - \$20,000	The materials will result in student and teacher efficacy and ownership of literacy/math work. improvement noted on SBAC, iReady scores, classroom walks and PL surveys when teachers have the materials needed to initiate the work	STU-Improve Academic Performance at Challenging Levels	students and teachers will have materials necessary to improve math and literacy across contents, no financial increase to services, materials and supplies will support PL and classroom instruction					5899 - Prof/Consulting Svc & Operating	One-time	\$ 817,665

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Project	Schedule/Activities (Scope of Work)	Measurements/Outputs	Team Lead	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Curriculum & Instruction	Carlos Castillo	Natasha Baker	ELA Grades 7-12 Job Embedded Professional Learning Conference fee \$750 * 9 = \$6,750 Supplemental contracts - 150 teachers * 10 hrs * \$47.50 = \$71,250 Books and supplies - \$6,750	23/24 In class collaborative session = 100 teachers * 10 hours Implementation = 100 * 6 hours Prior cohorts 40 teachers x 20 hours Teacher Librarian = 15 Librarian * 20 hours TOTAL = 2,700 Hours plus \$8,500 course books	session data and feedback will demonstrate actions and planning across contents to move students in reading and literacy skills. Participant portfolios and student artifacts, walks and visits of classrooms, student lexile levels and PSAT/SAT/Ready/SBAC 11 scores	STU-Improve Academic Performance at Challenging Levels	The training will strengthen knowledge and skill with secondary teacher in reading strategies for students with a heightened focus on strategies to utilize with students 2 or more gradelevels below. The goal will be to close the gap between students through all content implementation, (science, social science, ELA). Teachers are put into cohort and create portfolios of student work to demonstrate their learning and student growth.				1160 - Teacher-Supplemental Salaries	5200 - Travel & Conferences	One-time	\$ 134,792
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Literacy Supports(Part 1) 1 day substitute coverage for 520 teachers - \$97,838 Supplemental contract 2400 hrs * \$47.50 = \$ 114,000 Materials for 300 K-2 teachers - \$12,000	23/24 Supplemental contract for: 1,700 Teachers * 2 hours \$20,000 conference fee (Virtual PL plan Saturday Literacy Institute)	Using Test 2C on the IPG and CIPL data tool, student growth will demonstrate literacy gains. Assessments FSA foundation al skills assessment data will be use to support all students reading by 1st grade. FIRST data usage district wide will demonstrate monthly growth on RFS	STU-Improve Academic Performance at Challenging Levels	Through instructional rounds, PLC regional support and coaching, virtual PL teachers will receive foundational skills training to support Reading by 3rd grade.				1160 - Teacher-Supplemental Salaries	5200 - Travel & Conferences	One-time	\$ 169,738
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Teaching Fellows Contract to provide Algebra I supports	23/24 Teaching Fellows Contract to provide Algebra I supports - \$335,864	Algebra retention rates, D&F rates (Ready/SBAC scores, teacher efficacy and student efficacy as social ROI, increase of students taking and successfully completing Geometry. Long goal - increase in students taking 4th year mathematics	STU-Improve Academic Performance at Challenging Levels	Provide tutors within classrooms, before and after school tutoring structures, build capacity of Algebra teachers to use checking for understanding strategies, to determine small group interventions.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 335,864
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Professional Learning for K-6 science adoption and advisory 84 teachers * 24 hours * \$47.50 = \$95,760 2,000 teachers * 2 hours * \$47.50 = \$190,000	23/24 Professional Learning for K-6 science adoption and advisory Adoption Implementation - 2,000 teachers * 2 sub days Curriculum resource Team - 40 teachers * 32 hours 42 advisory team * 24 hours TOTAL = 1,280 + 1,008 = 2,288 Hours	K-6 science adoption implementation, teacher and student surveys, increase in content and disciplinary literacy skills to support growth in I-Ready/SBAC on expository text	STU-Improve Academic Performance at Challenging Levels	Students will have greater exposure to the Next Gen Science standards through intentional instruction. Teachers will have PL quarterly and gain understanding into the scope and sequence creating equitable outcomes for students.				1160 - Teacher-Supplemental Salaries		One-time	\$ 114,224
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Professional Learning for K-6 Science adoption 84 teachers * 24 hours * \$47.50 = \$95,760 2,000 teachers * 2 hours * \$47.50 = \$190,000	23/24 Professional Learning for K-6 science adoption and advisory Adoption Implementation - 2,000 teachers * 2 sub days Curriculum resource Team - 40 teachers * 32 hours 42 advisory team * 24 hours	K-6 science adoption implementation, teacher and student surveys, increase in content and disciplinary literacy skills to support growth in I-Ready/SBAC on expository text	STU-Improve Academic Performance at Challenging Levels	Students will have greater exposure to the Next Gen Science standards through intentional instruction. Teachers will have PL quarterly and gain understanding into the scope and sequence creating equitable outcomes for students.				1120 - Teacher-Substitute Salaries		One-time	\$ 791,027
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Professional Learning for K-6 World Language ESSER 24 teachers * 24 hours * \$47.50 = \$27,360 88 teachers * 2 hours * \$47.50 = \$8,360	23/24 25 teachers * 20 hours 6 Advisory teachers * 10 hours Curriculum Resource Team - 24 teachers * 32 hours Adoption Implementation - 88 teachers * 2 sub days TOTAL = 500+60+768=1328 Hours	Implication of curriculum, Increase enrollment in WL, alignment of courses to support increase in students earning Seal of Biliteracy	STU-Improve Academic Performance at Challenging Levels	Advisory will support adoption and selection of materials to meet the needs of all students with a culturally proficient lens, students will develop literacy skills in second language courses, teachers will strengthen pedagogical skills				1160 - Teacher-Supplemental Salaries		One-time	\$ 66,298
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Professional Learning for K-6 World Language ESSER 24 teachers * 24 hours * \$47.50 = \$27,360 88 teachers * 2 hours * \$47.50 = \$8,360	23/24 25 teachers * 20 hours 6 Advisory teachers * 10 hours Curriculum Resource Team - 24 teachers * 32 hours Adoption Implementation - 88 teachers * 2 sub days	Implication of curriculum, Increase enrollment in WL, alignment of courses to support increase in students earning Seal of Biliteracy	STU-Improve Academic Performance at Challenging Levels	Advisory will support adoption and selection of materials to meet the needs of all students with a culturally proficient lens, students will develop literacy skills in second language courses, teachers will strengthen pedagogical skills				1160 - Teacher-Supplemental Salaries		One-time	\$ 34,805
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Smarter Balanced Interim Assessment training Contract with FCOE - \$50,000 160 teachers supplemental contract 160 * 43 hours * \$47.50 = \$326,800	23/24 FCOE Contract - \$74,950 320 teachers *	Increased proficiency scores on I-Ready, SBAC, and usage of IABs and FIABs	STU-Improve Academic Performance at Challenging Levels	Through virtual PL opportunities teachers K-12 are able to go deeper in understanding the alignment and usage of IABs and FIABs to expose students to the format and rigor of SBAC testing.				1160 - Teacher-Supplemental Salaries	5899 - Prof/Consulting Svc & Operating	One-time	\$ 374,187

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Program	Schedule/Milestones (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Hours	FTI	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Curriculum & Instruction	Carlos Castillo	Natasha Baker	UnboundEd Virtual Summit	23/24 In person versus virtual	UnboundEd conferences build upon equity standards within instruction and professional development. Specific to math and literacy instruction. Measurements in local assessment scores, guiding documents, scope and sequences and PL.	STU-Improve Academic Performance at Challenging Levels	The emphasis on equity for all students, and the focus on rigorous instruction as a tool for equity will enhance and shape the professional development and instructional practices of participants.					5221 - Travel	One-time	\$ 81,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Tutor.com	23/24 Continue contract with Tutor.com to offer students tutors outside the school day	D&F rate, SBAC, I-Ready, student usage reports	STU-Improve Academic Performance at Challenging Levels	On-line tutoring students can access from 2-11 pm, can be used in classroom instruction. Tutoring available in all content areas all grade levels.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 150,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	First K-3 Reading Licenses	23/24 Continue license with F.I.R.S.T in same amount	Increased reading skills, measured through weekly summary reports through Scholastic, I-Ready, SBAC.	STU-Improve Academic Performance at Challenging Levels	Digital tool as a supplemental tool recommended 20 minutes a day or X3 days a week, can be accessed at home or used as a personalized learning tool					5899 - Prof/Consulting Svc & Operating	One-time	\$ 241,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	ELA Contract to support K-2 reading. Contract is for a 2.5 year program.	Tuition for Learning Forward Academy - \$5,100 per 15 participants - 2.5 year program = \$80,000	I-Ready/ SBAC scores, Classroom walkthroughs IPG ratings, Students reading by 3rd grade	STU-Improve Academic Performance at Challenging Levels	Through a cohort model, Learning Forward will provide job-embedded supports to create a cycle of continuous improvement with the Reading by 3rd grade plan designed with the CIPL literacy team (ELA director, K-6 ELA manager, EL Services manager, Early Learning manager, site principals, teacher representatives)					5899 - Prof/Consulting Svc & Operating	One-time	\$ 76,500
Curriculum & Instruction	Carlos Castillo	Natasha Baker	ELA Contract for Scholastic WORD for all grades 4-6 at all elementary sites.	Digital platform for 4-6th graders focusing on reading comprehension and gaps in reading skills	SBAC, I-Ready, classroom walkthroughs, data provided on a by student basis for all 4-6 grade students	STU-Improve Academic Performance at Challenging Levels	Digital tool to support reading comprehension and reading skills for students behind on grade level reading.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 288,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	ETHNIC STUDIES Support curriculum and instructional resources, professional development, and other activities for the creation or expansion of ethnic studies course offerings and hire expert consultants for development of TK-12 Ethnic Studies Program	Supplemental contract for 20 teachers / 15 days / 6 hours per day \$91,800 Contract with Effect! Wind Philosophy \$110,000 Denise Isom - \$60,00 Nichole Anderson Consulting - \$100,000 Dr. Pitt and Dr. Lopez CSUF - \$10,000	Creation of Scope and Sequence documents along with lessons to support Ethnic Studies as a graduation requirement, Student Surveys, increase in A-G graduation rate, D&F rate and student reported sense of belonging	STU-Improve Academic Performance at Challenging Levels	Ethnic Studies will be a graduation requirement, FUSD teachers have created advisory teams, of teachers and community members. Curriculum is being designed and delivered to students. Students taking Ethnic Studies report a stronger sense of belonging and connection to their school and community.			1160 - Teacher-Supplemental Salaries	5899 - Prof/Consulting Svc & Operating	One-time	\$ 259,681	
Curriculum & Instruction	Carlos Castillo	Natasha Baker	VENDOR AAPU In partnership with AAPU and CIPL contract for services to ensure all students are engaged and educated in, African American and Latinx History.	Middle School Ethnic Studies expansion and multi-cultural assemblies. Celebrate diversity. Asian American, Chicana/LatinaX Heritage, Black History, etc.	Academic growth I-Ready/SBAC, Social Emotional growth in a sense of belonging, behavior, attendance	STU-Improve Academic Performance at Challenging Levels	AAPU, African American Principals United, have combined funding to provide direct student supports in the history, contributions, celebrations of African American and Hispanic students.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 200,000
Curriculum & Instruction	Carlos Castillo	Natasha Baker	MATH Develop a math adoption advisory team to research curriculum to determine the top 6 based on input from teacher, district, and community educational partners. SCIENCE Develop an advisory board for K-6 science. HISTORY Adoption Budget: Develop K-6 Social Science/history adoption team	Supplemental contracts for 36 teachers / 8 hours for Math. Pay 42 teachers to serve on science advisory board for 24 hours. History Elementary Advisory Team - \$10,000	I-Ready/ SBAC scores, Classroom walkthroughs IPG ratings, D & F rate, math progression	STU-Improve Academic Performance at Challenging Levels	Advisory to research and solicit voice from teachers around integrated math vs. traditional math course work. Research into potential publishers and selection.			1160 - Teacher-Supplemental Salaries		One-time	\$ 76,945	
Library Services	Carlos Castillo	Natasha Baker	Backpacks and Books for Students - continuing support; costs in 21/22 higher than budgeted	23/24 Ongoing book distributions for PK-8. Increase from \$1,600,000 to \$2,533,325	Increase in Literacy scores, I Ready/SBAC, classroom participation and attendance	STU-Improve Academic Performance at Challenging Levels	To promote literacy skills in the face of extreme lack of books in the home. Research clearly demonstrates that the more books in the home the better readers and students					4300 - Materials & Supplies	One-time	\$ 2,533,325
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Teaching Fellows for Education Committee	23/24 Teaching Fellows Contract for Education Committee - \$216,694	Growth in student self-confidence and computational skills. Improvement in comprehension of other math concepts. Improved I-Ready test scores, closing the gap on AA students to white students at same grade level	STU-Increase Student Engagement in the school and community	Through intentional coaching and PL for teachers and tutors to use small groups to support best first instruction. Will provide coaching support.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 216,694

Department Name	Budget Manager	Contract Manager	Description of Initiative/Objective	Schools/Classrooms/Scope of Work	Measurements/VOFs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs. Ongoing	Amount
Curriculum & Instruction	Carlos Castillo	Natasha Baker	Materials for GATE and time for teachers to meet with newly qualified students	Supplemental time for teachers budget for materials such as Wonders, Go Math, Second Step -15 teachers -10hrs	Participation analysis for underrepresented student groups in GATE, African Americans and English Learners for example, documents for each student outlining supports	STU-Increase Student Engagement in the school and community	GATE certified teachers create a mentoring style program where appointments with newly qualified first grade students support conversations around academic, and social emotional needs. Outreach to support students and classroom teachers.				1160 - Teacher-Supplemental Salaries	4300 - Materials & Supplies	Ongoing	\$ 18,135
Early Learning	Deanna Mathies	Natasha Baker	Support for TK Expansion in 2024/25 (need to purchase equipment in 23/24)			FAM-Increase inclusive opportunities for families to engage in their students' education						4300 - Supplies	One-time	\$ 900,000
Preschool	Deanna Mathies	Natasha Baker	1-time Mid Level Development Assessments 2x Months(\$148,560) 1-time TK/PK Enrollment Outreach Sub Assistance for Summer Enrollment(\$85,992) 1-time Teach Stone Professional Development(\$20,000) 1-time Learning Genie Contactless Sign In/Out System(\$35,000) 1-time Summer School Paras 46 for 5 hrs x 15 days(\$76,309) 1-time Summer School Teachers 27 teachers x 5hrs x 15days(\$79,057)	23/24 Continue with decrease in funding: Mid Level Development Assessments \$4,300 TK/PK Enrollment Outreach sub assistance \$45,000 Teach Stone Professional Development \$58,000 Learning Genie Contactless Sign in/out System \$35,000 (move remaining expenses to ELOP)	Increase the opportunity for young children to register in one of FUSD's Early Learning Programs. Early Learning programs have tools and systems to support the instructional quality for young children. Measure through -ATLAS, Learning Genie, iAchieve, and DRDP.	STU-Expand student-centered and real-world learning experiences	There will be increased access for 3- and 4-year-olds to receive special education services in the general education preschool classroom				1120 - Teacher-Substitute Salaries		One-time	\$ 43,810
Preschool	Deanna Mathies	Natasha Baker	1-time Mid Level Development Assessments 2x Months(\$148,560) 1-time TK/PK Enrollment Outreach Sub Assistance for Summer Enrollment(\$85,992) 1-time Teach Stone Professional Development(\$20,000) 1-time Learning Genie Contactless Sign In/Out System(\$35,000) 1-time Summer School Paras 46 for 5 hrs x 15 days(\$76,309) 1-time Summer School Teachers 27 teachers x 5hrs x 15days(\$79,057)	23/24 Continue with decrease in funding: Mid Level Development Assessments \$4,300 TK/PK Enrollment Outreach sub assistance \$45,000 Teach Stone Professional Development \$58,000 Learning Genie Contactless Sign in/out System \$35,000 (move remaining expenses to ELOP)	Increase the opportunity for young children to register in one of FUSD's Early Learning Programs. Early Learning programs have tools and systems to support the instructional quality for young children. Measure through -ATLAS, Learning Genie, iAchieve, and DRDP.	STU-Expand student-centered and real-world learning experiences	There will be increased access for 3- and 4-year-olds to receive special education services in the general education preschool classroom					5899 - Prof/Consulting Svc & Operating	One-time	\$ 97,300
Early Learning	Deanna Mathies	Natasha Baker	TK Expansion to 11 projected TK classrooms for 2023-2024 school year to address the projected increased number of TK age eligible children. Part of Classroom Baseline	Purchase the newly adopted TK Classroom baseline	Classroom TK Baseline setup, Purchasing Department processes and records.	STU-Improve Academic Performance at Challenging Levels	Classrooms will be equipped with the necessary baseline items to support student learning					4300 - Materials & Supplies	Ongoing	\$ 396,000
Early Learning	Deanna Mathies	Natasha Baker	Purchase License for creative Curriculum Cloud -digital curriculum (three year agreement)	Contract with Teaching Strategies to provide preschool and TK teachers access to the Creative Curriculum Cloud	Planning for instruction using the digital curriculum and lesson planning will support individualization for child learning. Measure by Creative Curriculum Cloud reports on usage and areas accessed/utilized by teacher	STU-Improve Academic Performance at Challenging Levels	Access to the Creative Curriculum Cloud will support teacher instructional planning and delivering					4200 - Books & Other Reference	One-time	\$ 678,600
Early Learning	Deanna Mathies	Natasha Baker	Supplemental contract for first-year CDC, Preschool, and TK teachers to participate in additional PI	Extra PI will be focused on 1st year teachers at Child Development Centers, Preschool, TK. 9 hours for 25 teachers	New teachers will be better prepared to deliver high-quality instruction in Early Learning classrooms. Measure through iAchieve attendance reports, post training surveys	STU-Improve Academic Performance at Challenging Levels	First year teachers from a Child Development Center, Preschool, &/or TK will receive targeted support around curriculum, assessment, instruction				1160 - Teacher-Supplemental Salaries		One-time	\$ 10,866
Early Learning	Deanna Mathies	Natasha Baker	Health and Safety Classroom Kit	Meet the needs of younger children enrolling in TK.	Classroom instruction time will not be impacted due to toileting accidents. Purchasing data, warehouse delivery data, beginning of year/mid-year/end-of-year survey to gather children's progress	STU-Increase Student Engagement in the school and community	TK classrooms will have the starting and refill health and safety kit supplies to support independent self-help skills.					4300 - Materials & Supplies	Ongoing	\$ 18,492
Early Learning	Deanna Mathies	Natasha Baker	Increase toddler-age full-day, full-year services at Child Development Centers	Child Development Centers will be able to enroll more toddler-age children who meet the required qualifications for enrollment	More infants and toddlers enrolled in the full-day child development centers. Enrollment, attendance, Ages and Stages Questionnaires, Desired Results Developmental Profiles	STU-Increase Student Engagement in the school and community	Quality toddler-age care will increase, adult to child ratios will be in compliance with regulations.	T040 - Teacher, Child Development Ctr	261	0.44			Ongoing	\$ 49,375

Department Name	Budget Manager	Cabinet Manager	Description of Incremental Expenses	Schedule/Milestones (Scope of Work)	Measurements/OW's	Strategic Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Line	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Early Learning	Deanna Mathies	Natasha Baker	Increase toddler-age full-day, full-year services at Child Development Centers	Child Development Centers will be able to enroll more toddler-age children who meet the required qualifications for enrollment	More infants and toddlers enrolled in the full-day child development centers. Enrollment, attendance, Ages and Stages Questionnaires, Desired Results Developmental Profiles	STU-Increase Student Engagement in the school and community	Quality toddler-age care will increase, adult to child ratios will be in compliance with regulations.	W033 - Paraprof, Child Development	261	3.50			Ongoing	\$ 285,466
Early Learning	Deanna Mathies	Natasha Baker	Inclusion Programs	As part of the expansion of the inclusive setting in preschool programs. There is a need for one Paraprofessional.	Increase opportunity for inclusive enrollment/placement in the early grades. Measure through ATLAS - Registration, ATLAS attendance, Learning Genie, IEPs	STU-Increase Student Engagement in the school and community	There will be increased access for 3- and 4-year-olds to receive special education services in the general education preschool classroom	W033 - Paraprof, Child Development	193	0.88			Ongoing	\$ 58,144
Early Learning	Deanna Mathies	Natasha Baker	Add para for Mayfair to meet ratio requirements for preschool program	Add .875 Para, Child Development	Increase opportunity for inclusive enrollment/placement in the early grades. Measure through ATLAS - Registration, ATLAS attendance, Learning Genie, IEPs	STU-Increase Student Engagement in the school and community	There will be increased access for 3- and 4-year-olds to receive special education services in the general education preschool classroom	W033 - Paraprof, Child Development	193	0.88			Ongoing	\$ 58,144
Early Learning	Deanna Mathies	Natasha Baker	Repurpose funds to add two .875 Para, Child Development for FUSD Headstart Partnership Preschool Program (Repurpose EOC Head Start Funds)	Two .875 FTE Para, Child Development, repurpose funds from materials, etc.	Increase the opportunity for more preschool students to attend a full-day program. Measure through enrollment, attendance, Ages and Stages Questionnaires, Desired Results, Developmental Profiles	STU-Increase Student Engagement in the school and community	Total enrollment at FUSD/Head Start Partnership Preschool Programs will increase to 136, increasing access to wraparound services in a 6-hour preschool program	W033 - Paraprof, Child Development	193	1.75			Ongoing	\$ 116,288
Early Learning	Deanna Mathies	Natasha Baker	Repurpose funds to add two .875 Para, Child Development for FUSD Headstart Partnership Preschool Program (Repurpose EOC Head Start Funds)	Two .875 FTE Para, Child Development, repurpose funds from materials, etc.	Increase the opportunity for more preschool students to attend a full-day program. Measure through enrollment, attendance, Ages and Stages Questionnaires, Desired Results, Developmental Profiles	STU-Increase Student Engagement in the school and community	Total enrollment at FUSD/Head Start Partnership Preschool Programs will increase to 136, increasing access to wraparound services in a 6-hour preschool program				4300 - Materials & Supplies		Ongoing	\$ (116,288)
School Leadership/Title IX/CST Department	Ed Gomes	Natasha Baker	Additional Manager II for Title IX Customer Service Department due to increasing Title IX investigations and complaint responses	Serve as required third decision maker on final student discipline on Title IX cases, complaints Increase response to complaints/investigations Add a Manager II starting July 1, 2023	Reducing the number of formal complaints and increasing investigation response time for Title IX	FAM-Increase inclusive opportunities for families to engage in their students' education	Reducing the number of formal complaints and increasing investigation response time for Title IX	E211 - Manager II, General	261	1.00			Ongoing	\$ 210,587
School Leadership/Title IX/CST Department	Ed Gomes	Natasha Baker	Additional Manager II for Title IX Customer Service Department due to increasing Title IX investigations and complaint responses	Serve as required third decision maker on final student discipline on Title IX cases, complaints Increase response to complaints/investigations Add a Manager II starting July 1, 2023	Reducing the number of formal complaints and increasing investigation response time for Title IX	FAM-Increase inclusive opportunities for families to engage in their students' education	Reducing the number of formal complaints and increasing investigation response time for Title IX				1230 - Cert/Pupil Support-Extra Time Salaries		Ongoing	\$ 2,466
School Leadership/Title IX/CST Department	Ed Gomes	Natasha Baker	Additional Manager II for Title IX Customer Service Department due to increasing Title IX investigations and complaint responses	Serve as required third decision maker on final student discipline on Title IX cases, complaints Increase response to complaints/investigations Add a Manager II starting July 1, 2023	Reducing the number of formal complaints and increasing investigation response time for Title IX	FAM-Increase inclusive opportunities for families to engage in their students' education	Reducing the number of formal complaints and increasing investigation response time for Title IX				4300 - Materials & Supplies		Ongoing	\$ 2,000
School Leadership	Ed Gomes	Natasha Baker	Additional funds for principal meetings, co-admin meetings, leadership meetings, and leader learning institutes for logistics such as space rental, food, materials	Add additional funds, see total request amount	Academic and SEL improvement, improve school site conditions for all staff	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Academic and SEL improvement, improve school site conditions for all staff				4300 - Materials & Supplies		Ongoing	\$ 15,000
School Leadership	Ed Gomes	Natasha Baker	Additional funds to provide immediate professional learning for site leadership based on supervisor recommendation (i.e., workshops such as Standards Institute)	Add additional funds, see total request amount	Academic and SEL improvement, improve school site conditions for all staff	STU-Improve Academic Performance at Challenging Levels	Academic and SEL improvement, improve school site conditions for all staff				5200 - Travel & Conferences		Ongoing	\$ 40,000
School Leadership/ CSI Division	Ed Gomes	Natasha Baker	Add 2 GLA (197) (Non Discipline/non admin) to fully focus on CSI schools and work alongside CSI Schools in providing leaders and teachers direct instructional services and supports in Mathematics and English Language Arts. The GLA (Non Discipline) would work within the School Leadership and Leadership Development tiered cycles of strategic supports for CSI eligible schools. GLA would also provide direct direction and supports to Manager II over Chronic/Suspension/Math/ELA	The GLA (Non Discipline) would work within the School Leadership and Leadership Development tiered cycles of strategic supports for CSI eligible schools. GLA would also provide direct direction and supports to Manager II over Chronic/Suspension/Math/ELA	Reducing annually the number of CSI Schools. Meeting State Dashboard benchmarks (Maintain, Improve, Significant Improvement) on an annual basis.	STU-Improve Academic Performance at Challenging Levels	Reducing annually the number of CSI Schools. Meeting State Dashboard benchmarks (Maintain, Improve, Significant Improvement) on an annual basis.	B044 - Advisor, Guidance and Learning	197	2.00			Ongoing	\$ 305,791
School Leadership	Ed Gomes	Natasha Baker	Ed Cite move from sites to district service	State aligned premium assessment platform, centralized datawarehouse and dashboard system		STU-Improve Academic Performance at Challenging Levels					5899 - Prof/Consulting Svc & Operating		Ongoing	\$ 390,000
School Leadership	Ed Gomes	Natasha Baker	Additional funds to provide administrative coverage at sites	Add additional funds, see total request amount	Academic and SEL improvement, improve school site conditions for all staff	STU-Increase Student Engagement in the school and community	Academic and SEL improvement, improve school site conditions for all staff				1320 - Certificated Supervisors & Admin-Sub		Ongoing	\$ 42,015

Department Name	Budget Manager	Cabinet Manager	Description of Initiative (Improve)	Schedule/Milestones (Scope of Work)	Measurements/ROIs	Desired Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
School Leadership	Ed Gomes	Natasha Baker	Additional funds to provide teacher cover due to emergencies and personnel matters	Add additional funds, see total request amount	Academic and SEL improvement, improve school site conditions for all staff	STU-Increase Student Engagement in the school and community	Academic and SEL improvement, improve school site conditions for all staff				1120 - Teacher-Substitute Salaries		Ongoing	\$ 6,003
School Leadership	Ed Gomes	Natasha Baker	Additional funds to provide additional site security during challenging scenarios	Add additional funds, see total request amount	Academic and SEL improvement, improve school site conditions for all staff	STU-Increase Student Engagement in the school and community	Academic and SEL improvement, improve school site conditions for all staff				2220 - Classified Support-Substitute		Ongoing	\$ 5,371
College Career Readiness	Jeremy Ward	Natasha Baker	HBCU Step Up Program	Step-Up program community events	Community events for HBCU Step-Up event	FAM-Increase inclusive opportunities for families to engage in their students' education	Increased parent and community involvement in Step-Up program resulting in increased success in successfully earning college credit.					4300 - Materials & Supplies	Ongoing	\$ 20,000
College Career Readiness	Jeremy Ward	Natasha Baker	HBCU Step Up Program	Supplemental Hours for HBCU Step-up Champions for professional learning & student supports	Increased academic performance for students enrolled in Step Up HBCU Dual Enrollment program. Increased applications to 4-year institutions for African American students	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Increased professional learning time and time available to work with students enrolled in advanced coursework				1160 - Teacher-Supplemental Salaries		One-time	\$ 30,801
College Career Readiness	Jeremy Ward	Natasha Baker	Professional Learning for Counselors in MS and HS	PL Conferences for American School Counselor Association, National Association of College Admissions and Counseling, Equity Forum, CSU/MUC counselor conference and Dual Enrollment	Professional learning and increased knowledge acquired yearly in counseling profession to support in domains of Academics, Social emotional and career exploration domains	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Improved professional services provided by counselors to students and families. Providing equitable supports, up to date resources and post-secondary planning.						One-time	\$ 85,000
College Career Readiness	Jeremy Ward	Natasha Baker	Increase access to dual enrollment for African American students and students of color	Add 3.0 FTE for HBCU Step up FTE	Ensuring academic support, advisory practices and progress monitoring of students dually enrolled	STU-Expand student-centered and real-world learning experiences	Supporting student success by providing ongoing monitoring and aligned academic supports in real-time. Champions will monitor progress, communicate with parents, site staff and community members in support of student success. Parents will have access to a site champion who supports their student. The champion will collaborate with site counselors to ensure students have access to postsecondary planning, social emotional support and academic tutorial services.	T079 - Teacher, Senior High	185	3.00	1910 - Other Certificated-Regular Salaries		Ongoing	\$ 304,752
College Career Readiness	Jeremy Ward	Natasha Baker	Provide Bullard Talent and Baird Middle School with a 1.0 Counselor (currently 1.0 split between the two sites)	Add 1.0 Middle School Counselor	Decrease counselor to student ratio from 1-900 for school serving student 5th-8th grades by adding a 1.0 FTE school counselor and bringing ratio to 592 to 1 at Baird and 361 to BT.	STU-Expand student-centered and real-world learning experiences	Increased student supports in Academic, social emotional and career domains	E060 - Counselor, School	197	1.00			Ongoing	\$ 155,692
College Career Readiness	Jeremy Ward	Natasha Baker	HBCU Step Up Program	Extra duty days for Principal serving as lead	Provide support to the Step-up program by leading and meeting regularly with teacher champions at the three designated sites to improve student success in program and ensure equitable support across all three sites.	STU-Expand student-centered and real-world learning experiences	Monitoring to ensure students complete work and provide services needed by teacher champion.				1320 - Certificated Supervisors & Admin-Sub		Ongoing	\$ 20,961
College Career Readiness	Jeremy Ward	Natasha Baker	HBCU Step Up Program	Tuition for HBCU Enrollment	Increased number of African American students enrolled in advanced coursework	STU-Expand student-centered and real-world learning experiences	Increase student that successfully earn college credit through HBCU institutions					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 65,000
College Career Readiness	Jeremy Ward	Natasha Baker	Increase access to HBCU's	Black College Expo and Historically Black College University Caravan to FUSD school. Provide students with fee to pay for the Black Common Application.	Provide exposure to students about Historically Black Colleges and Universities	STU-Expand student-centered and real-world learning experiences	Increase in student applications to HBCU's and specialized programs not readily available in CA universities.					5300 - Dues & Memberships	Ongoing	\$ 20,000
College Career Readiness	Jeremy Ward	Natasha Baker	Fund and move Child Welfare and Attendance Specialist II from Roosevelt to College and Career Readiness to manage Steve Scholars, international transcripts	Increase .4375 Child Welfare and Attendance Specialist II to 1.0 FTE	Adjusting this position from part time at Roosevelt to full time will enable CWA to provide services to Steve Scholars students attending other high school sites	STU-Expand student-centered and real-world learning experiences	A full time CWA will equitable supports district wide to Steve Scholars students.	W165 - Specialist, Chd Wel & Atnd II	193	0.56			Ongoing	\$ 22,363
College Career Readiness	Jeremy Ward	Natasha Baker	Reinstate transportation funds for college visitations	Provide an opportunity for 6,8, and 10 grade students to visit a college campus	Exposing students to higher education helps students learn about major and career options, minimum requirements for admission, which will result in a continued increase in college applications and matriculation.	STU-Expand student-centered and real-world learning experiences	Increase in post-secondary options and more students applying broadly					5728 - Direct-Transportation (Dr)	Ongoing	\$ 200,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative(s) Objective(s)	Schedule/Milestones (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Dist. Clerk	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
College Readiness-Counseling	Jeremy Ward	Natasha Baker	IMAGO contract	13/24 Continue same amount	Increase knowledge and understanding in students for high school graduation requirements, A-G college entrance requirements, opportunities in dual enrollment, financial aid resources for students	STU-Expand student-centered and real-world learning experiences	Increased enrollment into dual enrollment courses, more students on graduation track					5899 - Prod/Consulting Svc & Operating	One-time	\$ 200,000
College Career Readiness	Jeremy Ward	Natasha Baker	Increase access to dual enrollment and evaluation of dual enrollment outcomes	Add: Manager II	Increase in the number of students recruited and enrolled in dual enrollment across all high schools. Increase in number of students matriculating into post-secondary institutions. Increase in enrollment into college credit courses for historically underserved students. Greater alignment with post-secondary partners.	STU-Expand student-centered and real-world learning experiences	Greater number of students earning college credits prior to graduation and increased graduation rates. Increase in the number of students college prepared & applying for post-secondary institutions. Increase the number and percent of underserved students enrolled in post-secondary institutions.	E211 - Manager III, General	261	1.00			Ongoing	\$ 210,587
College Career Readiness	Jeremy Ward	Natasha Baker	Improve evaluation and program clarity of students enrolled in dual enrollment	Add: Analyst I	Increase access and sharing of real-time data. Improve the response to student needs and the alignment of supports. Improve review process for Calpads reporting. Improve understanding of access to advanced coursework for traditionally underrepresented students to ensure equitable access.	STU-Expand student-centered and real-world learning experiences	Increase access to data real-time data sharing between classroom, high schools, district and post-secondary institutions. Catching struggling students in real-time to ensure student success and improve A-G attainment. ELD placement and improved alignment with post-secondary institutions.	E218 - Analyst, General	261	1.00			Ongoing	\$ 144,687
College Career Readiness	Jeremy Ward	Natasha Baker	Increase access to dual enrollment, college & FAFSA applications	Add: Secretary II	Expedite the paperwork associated with Dual Enrollment. Provide increased support to site staff with college registration, monitoring and reporting. Collaborate with college partners in supporting protocols. Promote the scheduling of school site visits, meeting schedules and the sharing of outcomes	STU-Expand student-centered and real-world learning experiences	Improve the evaluation of college course rosters and the number of college applications completed correctly. Stronger collaboration across the district due to improved service to sites. This will result in a decrease in site frustration and delayed response to issues related to college registration.	W160 - Secretary II	261	1.00			Ongoing	\$ 97,699
College Career Readiness	Jeremy Ward	Natasha Baker	College planning & financial aid manager to support FAFSA and Scholarship completion	Add Manager II	Implementing service to students as aligned with new legislation AB469 requiring LEA's to confirm FAFSA/CAADA completion for all Seniors or ensure an opt-out has been collected. Manager will ensure improvement in CADAA completion, increase FAFSA data and corrections, and improved outreach.	STU-Expand student-centered and real-world learning experiences	Higher number of students completing FAFSA and CADAA, quicker response to parent concerns and special circumstance cases.	E211 - Manager II, General	261	1.00			Ongoing	\$ 210,587
College Career Readiness	Jeremy Ward	Natasha Baker	College Planning & Financial Aid Counselor on Special Assignment	Add 1.0 FTE Counselor	Post-secondary financial/FAFSA aid outreach, planning and support for high school students. Provide scholarship application support and outreach to parents and community.	STU-Expand student-centered and real-world learning experiences	Ensuring all students complete FAFSA application and/or opt out form. Increase the number of students that are applying for scholarships through FUSD foundation and other sources.	E060 - Counselor, School	197	1.00			Ongoing	\$ 155,692
College Career Readiness	Jeremy Ward	Natasha Baker	Add Spanish speaking community school liaison to support community outreach for the FUSD Scholarship including application, scoring, and awarding of application	Add School/Community Liaison, Spanish	Implementing service to students as aligned with new legislation AB469 requiring LEA's to confirm FAFSA/CAADA completion for all Seniors or ensure an opt-out has been collected. School Community Liaison will help support spanish speaking families	STU-Expand student-centered and real-world learning experiences	Higher number of students completing FAFSA and CADAA, quicker response to parent concerns and special circumstance cases with spanish speaking families and families that need one-to-one support in Spanish.	W115 - Liaison, Sch/Community Spanish	217	1.00			Ongoing	\$ 88,139

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Milestones/DOFs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTI	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
College Career Readiness	Jeremy Ward	Natasha Baker	High School Registrar Support & Training and Research & Evaluation of International Transcripts	Add 1.0 Registrar	Provide support and training for high school registrars to ensure courses are accurately inputted in ATLAS and accuracy of transcripts. Support financial aid/scholarship work for district. Ensure accurate research and evaluation of foreign transcripts for new student enrollees to increase graduation and postsecondary opportunities.	STU-Expand student-centered and real-world learning experiences	A district registrar will support all sites with registrar and assistant registrar training. They will assist with research and evaluation of international transcripts and support the graduation process for registrars that are not on duty.	W157 - Registrar	261	1.00			Ongoing	\$ 100,880
College Career Readiness	Jeremy Ward	Natasha Baker	7090 - LCFF Supplemental & Concentration	Provide career exploration, personality tests and transcript submission to universities	Provide students with ability to take career inventory in grades 6-12 including personality tests, campus and major exploration and electronic transcript submissions to universities for seniors.	STU-Expand student-centered and real-world learning experiences	Higher number of students applying to college with postsecondary plans					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 102,000
College Career Readiness	Jeremy Ward	Natasha Baker	Hire two Coordinator II positions: one for Cambridge, eLearn and JEYoung, and another for DeWolff, Design Science and Phoenix Secondary.	Add: 2.0 CTE Coordinator	Increase access to work based learning, high quality CTE programs, internships, job shadowing at all ed school sites where there currently is no CTE Coordinator.	STU-Expand student-centered and real-world learning experiences	Hire two Coordinator II positions: one for Cambridge, eLearn and JEYoung, and another for DeWolff, Design Science and Phoenix Secondary	E207 - Coordinator II, Career Educ	215	2.00			Ongoing	\$ 345,040
College Career Readiness	Jeremy Ward	Natasha Baker	7090 - LCFF Supplemental & Concentration	Add: Administrative Secretary I	Executive Director Tressa Overstreet is meant to be provided as baseline staffing a admin assistant I position. Currently she does not have an admin assistant.	STU-Expand student-centered and real-world learning experiences		W161 - Secretary, Administrative I	261	1.00			Ongoing	\$ 104,433
College Career Readiness	Jeremy Ward	Natasha Baker	Professional learning for dual enrollment expansion and evaluation	Conference: HBCU White House - \$25,000 Out of State DuE Program visitation - \$20,000 Regional Conferences for DuE - \$20,000	Improve connections and learn strategies of support from national leaders in the world of HBCU's	STU-Expand student-centered and real-world learning experiences	Create additional partnerships with HBCU programs to more fully develop HBCU Step Up Program and potential HBCU Hub program in the future					5200 - Travel & Conferences	One-time	\$ 65,000
College Career Readiness	Jeremy Ward	Natasha Baker	Graphics for initiative expansion. Branding and materials (DuE, Scholarship, Etc.	Increased communication on school sites	Provide sites and students with increased information on initiatives such as A-G, graduation requirement and Dual Enrollment posters that can be posted in every classroom.	STU-Improve Academic Performance at Challenging Levels	Increased participation in initiative expansions such as Dual Enrollment, Scholarships, field trip opportunities					4300 - Materials & Supplies	One-time	\$ 25,000
College Career Readiness	Jeremy Ward	Natasha Baker	HBCU Step Up Program	HBCU tutors	Provide tutorial support to students participating in our Step-Up program	STU-Improve Academic Performance at Challenging Levels	Increased pass rate of the Dual Enrollment courses in HBCU Step-Up program					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 85,000
College Career Readiness	Jeremy Ward	Natasha Baker	Increase teacher and leader support for building quality dual enrollment programs and increase student access to dual enrollment	Contracts for: Dual Enrollment (local & HBCU) Consulting and Leader PL (Jobs for the Future) - \$275,000	Improve real-time academic support. Align supports with college coursework. Promote access to academic support. Improve student awareness of tutorial support services. Improve academic achievement for students.	STU-Improve Academic Performance at Challenging Levels	Improving access to academic supports will improve academic outcomes for students. Accessing tutorial services builds awareness of college process and services. Raising student achievement will improve postsecondary opportunities and matriculation.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 275,000
Leadership Development	Julie Severns	Natasha Baker	Administrator Apprenticeship Program: (Part 1): Challenging assignment pay \$5,000 x 20 = \$121,180; Resources \$15,000 (20 Principals providing training to VPs to build the pipeline as we are looking at lower interest - This may need to carryover in year 2)	23/24 Continue and increase challenging assignment pay for mentors supporting apprentice VPs	Improved capacity of future Vice Principals, increased number of applicants for Vice Principal eligibility pool, increased diversity of applicant pool	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Principal Mentorship each semester for VP Apprenticeship participants; increased recruitment and retention rates, improved performance ratings.				1360 - Certificated Supervisors & Admin-Sup		One-time	\$ 149,879
Leadership Development	Julie Severns	Natasha Baker	Move the funding source for Administrative Coach stipends to allow for more flexibility in the Leadership Development Budget. 75 coaches X \$3,031 (Julie to provide detail in leadership budget - funding credential to fund 75 contracts at \$3,000 - Is it the admin credential or shifting admin coaches)	23/24 Continue to provide coaching stipends for administrators working with new administrators clearing their credential. Increase to cover benefit increase	All new leaders will have an administrative coach for the first 2 years in the role; increased retention rates, improved performance ratings, more effective leaders.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Assignment of an administrative coach to all Year 1 and 2 administrators part of an induction model; increased retention rates, successful performance ratings. With the current increase of new leaders, 25% of the leadership development Title I budget has been encumbered for induction stipends leading to limited development opportunities.				1360 - Certificated Supervisors & Admin-Sup		One-time	\$ 229,675

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROI's	Disarm Total	Description and Expected Outcomes	Job Code - Description (drop down)	Dist. Code	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Leadership Development	Julie Severns	Natasha Baker	Co-Administrator (Vice Principal) Institute prior to start of school \$552 * 3 days * 150 VP = \$248,400 \$552 * 2 days * 25 new VP = \$27,600 (Stipends for vice principals prior to start of school to attend training)	23/24 Continue 3 day summer institute for coadministrators. Increase to cover cost on increased salary/benefits and supplies	Participation rates, feedback from participants, and implementation of learning. Improved performance ratings, increased retention rates, skilled leaders	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Summer Institute focused on coaching for equity and other identified needs, conference style format with choice options involving district departments, increased effectiveness of leadership.				1360 - Certificated Supervisors & Admin-Sup		One-time	\$ 266,112
Leadership Development	Julie Severns	Natasha Baker	Co-Administrator (Vice Principal) Institute prior to start of school \$552 * 3 days * 150 VP = \$248,400 \$552 * 2 days * 25 new VP = \$27,600 (Stipends for vice principals prior to start of school to attend training)	23/24 Continue 3 day summer institute for coadministrators. Increase to cover cost on increased salary/benefits and supplies	Participation rates, feedback from participants, and implementation of learning. Improved performance ratings, increased retention rates, skilled leaders	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Summer Institute focused on coaching for equity and other identified needs, conference style format with choice options involving district departments, increased effectiveness of leadership.					4300 - Materials & Supplies	One-time	\$ 19,000
Leadership Development	Julie Severns	Natasha Baker	Principal Supervisor Academy & Aspiring Supervisor Academy Supervisor Academy with Coaching U of WA - \$7,000 * 8 = \$56,000 Travel - \$20,000 Aspiring Supervisory Academy - \$10,000 * 5 people = \$50,000 (8 administrators 5 aspiring about \$10K each paying a vendor for class)	23/24 Repurpose funds to provide Breakthrough Leadership Program for 15 aspiring principals. Pay for contract and site coverage so leader can participate in program	Improved capacity of future Principals, increased number of applicants for Principal eligibility pool, increased diversity of applicant pool	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Coaching and job embedded, clinical experiences in an intensive, one year cohort model structure provided by the New Leaders organization, increased recruitment, diversity, and retention rates, improved performance ratings.				1320 - Certificated Supervisors & Admin-Sup		One-time	\$ 66,147
Leadership Development	Julie Severns	Natasha Baker	Principal Supervisor Academy & Aspiring Supervisor Academy Supervisor Academy with Coaching U of WA - \$7,000 * 8 = \$56,000 Travel - \$20,000 Aspiring Supervisory Academy - \$10,000 * 5 people = \$50,000 (8 administrators 5 aspiring about \$10K each paying a vendor for class)	23/24 Repurpose funds to provide Breakthrough Leadership Program for 15 aspiring principals. Pay for contract and site coverage so leader can participate in program	Improved capacity of future Principals, increased number of applicants for Principal eligibility pool, increased diversity of applicant pool	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Coaching and job embedded, clinical experiences in an intensive, one year cohort model structure provided by the New Leaders organization, increased recruitment, diversity, and retention rates, improved performance ratings.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 247,500
Leadership Development	Julie Severns	Natasha Baker	Provide continuum of coaching training opportunities for administrators based on need and experience aligned to the coaching framework utilized with our Instructional and Academic Coaches.	Contract with Brightmorning (Elena Aguilar) for coaching for equity sessions and foundational coaching sessions with "accelerator" opportunities for both CoAdministrators and Principals.	Improved capacity of site administrators, increased performance ratings in instructional leadership, reduction of issues of intolerance	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Continuation of coaching for equity training started in 2022-23 with CoAdministrators and piloted with principals, development of equity centered leaders skilled in coaching and identifying/disrupting inequities.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 75,000
Leadership Development	Julie Severns	Natasha Baker	Provide clerical and office support to the Administrator	Add: Administrative Secretary I	Administrator, Julie Severns does not have an Administrative Secretary to support with clerical duties. Staff Development Technician serving in dual role	STF-Increase recruitment and retention of staff reflecting the diversity of our community		W161 - Secretary, Administrative I	261	1.00			Ongoing	\$ 105,197
Chief Academic Office	Natasha Baker	Natasha Baker	Software for approvals workflow and marketing design	Enterprise software to streamline internal business processes and design branded materials for the Instructional Division.	Increased efficiency, reduction in processing time, greater business agility, reduced labor cost and workload.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Increased efficiency, reduction in processing time, greater business agility, reduced labor cost and workload.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 185,000
Chief Academic Office	Natasha Baker	Natasha Baker	Principals and Instructional Division's Meetings	Space to meet outside of district for Principal Meetings, Instructional Leadership Meetings, Department Leader meetings, and other meetings that are unable to be held at the district due to capacity and limited space.	Increased Positivity and Well being	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Hosting offsite meetings can help increase productivity and create networking opportunities for to form important connections.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 200,000
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	Add Administrative Secretary II to support the Assistant Superintendent for school site data and psychometrics	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan.	W162 - Secretary, Administrative II	261	1.00			Ongoing	\$ 112,483
Chief Academic Office	Natasha Baker	Natasha Baker	Offset of cost for reorganization	Eliminate 2.0 TSA 217 days (CCR) - 1.0 vacant and move 1.0 employee to data psychometrics.		STU-Improve Academic Performance at Challenging Levels		T083 - Teacher, Spec Assign	217				Ongoing	\$ -
Chief Academic Office	Natasha Baker	Natasha Baker	Offset of cost for reorganization	Eliminate 1.0 vacant Climate and Culture Specialist		STU-Improve Academic Performance at Challenging Levels		T093 - Specialist, Climate and Culture	194				Ongoing	\$ (151,549)
Chief Academic Office	Natasha Baker	Natasha Baker	Offset of cost for reorganization	Eliminate 1.0 Resource Counseling Assistant		STU-Improve Academic Performance at Challenging Levels		W018 - Assistant, Rescoe Cnslg	193				Ongoing	\$ (68,271)

Department Name	Budget Manager	Calumet Manager	Description of Initiative/Objective	Schools/Initiatives (Scope of Work)	Measurements/GO's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	Add Operational Budget (Contracts)	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 250,000
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	Add Operational Budget (Supplies)	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan					4300 - Materials & Supplies	Ongoing	\$ 100,000
Chief Academic Office	Natasha Baker	Natasha Baker	Offset of cost for reorganization	Eliminate Executive Director, Preschool Department. Executive Director currently serving as interim Executive Officer. Executive Officer to retire June 2023, appoint existing Executive Director to Executive Officer and eliminate the Executive Director. Utilize Child Development and Children Center funding to make general fund available for this position		STU-Improve Academic Performance at Challenging Levels		E210 - Executive Director	261				Ongoing	\$ (116,958)
Chief Academic Office	Natasha Baker	Natasha Baker	Executive Coaching	To provide an added layer of support to current and new leaders in a structured and safe environment to develop skills to bring about transformational change within FUSD.	Increased Positivity, execution, skill development	STU-Improve Academic Performance at Challenging Levels	Increased awareness of self. Builds on strengths. Improved execution and goal attainment.					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 170,000
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	Add 2.0 Administrative Analysts	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan	E015 - Administrative Analyst	261	2.00			Ongoing	\$ 427,194
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	Add 2.0 Analyst II	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan	E198 - Analyst II	261	2.00			Ongoing	\$ 343,620
Chief Academic Office	Natasha Baker	Natasha Baker	Add staffing to support new data and psychometrics department: Assistant Superintendent (vacant) Administrative Analyst - 2.0 Analyst II - 4.0 Administrative Secretary II - 1.0 Operational Budget	One-time cost for start-up - Contracts	Develop and track outcomes on Instructional Division initiatives to ensure there are processes to measure Academic Return on Investments	STU-Improve Academic Performance at Challenging Levels	Ensure alignment with the Instructional Division budget to strategic plan					5899 - Prof/Consulting Svc & Operating	One-time	\$ 750,000
Chief Academic Office	Natasha Baker	Natasha Baker	AAPU Seed funding and Innovative Leadership and Equity Pilot Programs	Allows for the opportunity for leaders to visit model schools to identify best practices in equity and student achievement. Expand the learning through assemblies and project based application through study trips.	Increase proficiency in Mathematics and ELA for English Learners, African Americans, and Students with Disabilities by 10% annually	STU-Improve Academic Performance at Challenging Levels	Improve academic performance at challenging levels					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 300,000
School Leadership	Natasha Baker	Natasha Baker	Carryover for PELP Conference			STU-Improve Academic Performance at Challenging Levels						5221	One-time	\$ 35,000
eLearn	Rita Baharian	Natasha Baker	CWA	23/24 Continue to fund 2.0 CWAs for eLearn	Decrease in chronic absenteeism rate and increase in family engagement	STU-Expand student-centered and real-world learning experiences	Provide attendance supports to eLearn (i.e. Interventions, Family Engagement, Communication and Education, Home Visits)	W165 - Specialist, Chd Wel & Atnd II	193	2.00			One-time	\$ 148,782
Prevention & Intervention	Rita Baharian	Natasha Baker	Tier II Intervention and Supports	Add 3.0 FTE Tier II Intervention Specialist to provide direct services to students	Reduction of SUS, ODRs and increase in attendance and SEL skills through DESSA and behavior rating scales at sites with an assigned Tier II Intervention Specialist	STU-Increase Student Engagement in the school and community	Ensure equitable intervention services are provided to students in need of Tier II services to improve attendance, behavior and/or their social emotional wellbeing	W176 - Specialist, Tech Support I	261	3.00			Ongoing	\$ 308,613

Department/Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROCs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Start Date	FTE	Project - Description (drop down)	Object - Description (drop down)	Initiative - Ongoing	Amount
Prevention & Intervention	Rita Baharian	Natasha Baker	Convert 2.0 Social Worker at Phoenix Secondary to 2.0 Clinical School Social Worker	Convert Social Worker to Clinical School Social Worker to expand services to clinical level	Improved student mental health	STU-Increase Student Engagement in the school and community	Provide clinical level mental health services at Phoenix Secondary	E152 - Social Worker, School	215	-2.00			Ongoing	\$ (303,276)
Prevention & Intervention	Rita Baharian	Natasha Baker	Convert 2.0 Social Worker at Phoenix Secondary to 2.0 Clinical School Social Worker	Convert Social Worker to Clinical School Social Worker to expand services to clinical level	Improved student mental health	STU-Increase Student Engagement in the school and community	Provide clinical level mental health services at Phoenix Secondary	E231 - Clinical School Social Worker	197	2.00			Ongoing	\$ 309,954
Prevention & Intervention	Rita Baharian	Natasha Baker	Contract with outside vendor for Registered Behavior Technicians to pair BHS service	23/24 Continue and increase contract with Education Behavior Consultants to expand intensive behavior supports into 5th and 6th grade	Reduction of suspension and office referrals. Decrease in target behavior (problem) and increase in replacement behavior (socially appropriate). Increase in identified SE skill area.	STU-Increase Student Engagement in the school and community	Support for intensive cases that include students with extremely violent behavior requiring a greater intensity of support.				5899 - Prof/Consulting Svc & Operating		One-time	\$ 700,000
Prevention & Intervention	Rita Baharian	Natasha Baker	Targeted Professional Learning	23/24 Continue and increase professional learning for secondary teachers in cohorts of 15-20% of staff at 11 specific sites and additional opportunities for teacher PL on responding to misbehaviors aligned to RP, SEL and PBIS approaches	Monthly ODR, Suspension incidents, intervention data. RP Impact Tool that tracks recidivism and fidelity of services.	STU-Increase Student Engagement in the school and community	Implementation of schoolwide an at the classroom level of restorative practices, an increase in teacher strategies in responding to misbehavior and increase in team collaboration and planning to improve Tier I practices				1160 - Teacher-Supplemental Salaries		One-time	\$ 419,658
Prevention & Intervention	Rita Baharian	Natasha Baker	School Climate Improvement	23/24 Continue and increase contract for Restorative Equity Partnership	Decrease in suspension rate, increase in Climate and Culture responses, increase in attendance, increase of skill building through interventions and decrease of recidivism.	STU-Increase Student Engagement in the school and community	Provide PL, implementation supports, coaching, progress monitoring and program design for equity based Restorative Practices, and Discipline Guidelines. Tailor learning to the roles of staff: site leaders, teachers, academic counselors, classified staff, support staff, etc.				5899 - Prof/Consulting Svc & Operating		One-time	\$ 350,000
Prevention & Intervention	Rita Baharian	Natasha Baker	Care Solace Mental health and Substance Abuse Contract (slight increase to the per student cost - based on district enrollment)	23/24 Continue contract with Addition Treatment Technologies LLC dba: Care Solace for same amount - \$179,000	Number of students who access services and receive mental health supports	STU-Increase Student Engagement in the school and community	Increase access to mental health service including substance abuse assessment and treatment. Also, assist families with navigating insurance barriers.				5899 - Prof/Consulting Svc & Operating		One-time	\$ 179,000
Prevention & Intervention	Rita Baharian	Natasha Baker	Professional Learning for Leaders	Admin supplemental pay for summer learning session and admin subs for Restorative School Leadership and Discipline Guidelines	Decrease of suspensions, recidivism and an increase of restorative process and alternative responses to misbehavior	STU-Increase Student Engagement in the school and community	Build leader capacity in addressing student behavior aligned to RP, PBIS, SEL and an increase admin using alternative strategies.				1320 - Certificated Supervisors & Admin-Sub		One-time	\$ 84,029
Prevention & Intervention	Rita Baharian	Natasha Baker	Supplies to continue to provide oversight, training, job embedded PL for all newly hired Tier II specialists. Will coordinate monthly PLCs for all practitioners, and deliver direct services to students with intense needs.	Curriculum, intervention, self regulation tools	Increase in number of students participating in interventions Decrease of suspension, increase of attendance and SEL skills	STU-Increase Student Engagement in the school and community	Build intervention staff capacity to provide intervention and have the necessary materials to deliver interventions (i.e. Student resources, curriculum)				4200 - Books & Other Reference		One-time	\$ 15,000
Prevention & Intervention	Rita Baharian	Natasha Baker	Restorative Practices Counselors HS(2.5 FTE)	23/24 Continue 3.0 FTE to facilitate Tier II/III processes	Decrease in suspension incidents/rate, recidivism, and number of students engaging in restorative processes.	STU-Increase Student Engagement in the school and community	Facilitate Tier II/III restorative processes and support sites with implementation	E060 - Counselor, School	197	3			One-time	\$ 472,591
Prevention & Intervention	Rita Baharian	Natasha Baker	Manager III and Office Asst Safety and Supportive Schools	23/24 Continue FTE for Manager III to oversee implementation, staff, and monitor effectiveness of restorative practice	Decrease in suspension incidents/rate, recidivism, and number of students engaging in restorative processes.	STU-Increase Student Engagement in the school and community	Effective implementation, monitoring, professional learning, and coaches' staff on secondary implementation of restorative practices.	E223 - Manager III, General	261	1			One-time	\$ 187,652
Prevention & Intervention	Rita Baharian	Natasha Baker	Manager III and Office Asst Safety and Supportive Schools	23/24 Continue FTE for Office Assistant III to manage operations and logistics	Effective management of all operations and logistically elements of professional learning, materials management, staff compensation, budget, ordering and communication with departments and sites.	STU-Increase Student Engagement in the school and community	Effective management of all operations and logistically elements of professional learning, materials management, staff compensation, budget, ordering and communication with departments and sites.	W058 - Assistant, Office III	261	1			One-time	\$ 87,056
Prevention & Intervention	Rita Baharian	Natasha Baker	2 CWA II's	23/24 Continue funding 2.0 Child Welfare Attendance Specialist II	Number of Students served. Practitioner tool tracks progress monitoring of interventions	STU-Increase Student Engagement in the school and community	Provide social emotional and attendance interventions to our high needs and under resourced schools.	W165 - Specialist, Chd Wel & Attn II	193	2			One-time	\$ 162,995
Prevention & Intervention	Rita Baharian	Natasha Baker	4 Clinical Social Workers	23/24 Continue funding 4.0 Clinical Social Workers	Number of Students served. Practitioner tool tracks progress monitoring of interventions	STU-Increase Student Engagement in the school and community	Provide social emotional and mental health services and interventions to our high needs and under resourced schools.	E231 - Clinical School Social Worker	197	4			One-time	\$ 628,796

Department Name	Budget Manager	Calaveras Manager	Description of Initiative(s) (Objectives)	Schedule/Milestones (Scope of Work)	Measurements/ROI's	Direct Goal	Description and Expected Outcomes	Job Code - Description (Augmentation)	Days/Date	FTE	Object - Description (Augmentation)	Object - Description (Augmentation)	One-time vs. Ongoing	Amount
Prevention & Intervention	Rita Baharian	Natasha Baker	Support for on campus behaviors and ICET referrals in PS-4: Add 1.0 FTE Behavior Support Manager Add 2.0 FTE Behavior Intervention Specialists	23/24 Continue funding 2.0 Behavior Intervention Specialist	Reduction of suspension and office referrals Decrease in target behavior (problem) and increase in replacement behavior (socially appropriate). Increase in identified SE skill area.	STU-Increase Student Engagement in the school and community	Provide PS-4th students with the most intensive and violent behaviors with the appropriate interventions and support the site with implementation to ensure student success in their learning environment	E230 - Behavioral Intervention Specialist	197	2			One-time	\$ 208,908
Prevention & Intervention	Rita Baharian	Natasha Baker	Support for on campus behaviors and ICET referrals in PS-4: Add 1.0 FTE Behavior Support Manager Add 2.0 FTE Behavior Intervention Specialists	23/24 Continue funding 1.0 Behavior Support Advisor	Reduction of suspension and office referrals Decrease in target behavior (problem) and increase in replacement behavior (socially appropriate). Increase in identified SE skill area.	STU-Increase Student Engagement in the school and community	Support for intensive cases that include students with extremely violent and intense behavior. Build system capacity by supporting the supervision and attainment of Board Certified Assistant Behavior Analyst for BIS.	E275 - Advisor, Behavior Support	205	1			One-time	\$ 175,032
Prevention & Intervention	Rita Baharian	Natasha Baker	Add 1.0 GLA to provide oversight, training, job embedded PL for all newly hired Tier II specialists. Will coordinate monthly PLCs for all practitioners, and deliver direct services to students with intense needs.	23/24 Continue funding 1.0 GLA	Reduction of SUS, ODRs and increase in attendance and SEL skills through OESSA and behavior rating scales at sites with an assigned Tier II Intervention Specialist	STU-Increase Student Engagement in the school and community	Provide admin, TST and support staff side by side coaching, ensure students are identified using the Tier II criteria and the team is high functioning. Provide consulting on student interventions. Provide supervision/evaluation and build capacity of Tier II Intervention Specialists. Support Tier II infrastructure implementation across the district.	E044 - Advisor, Guidance and Learning	197	1			One-time	\$ 167,201
Prevention & Intervention	Rita Baharian	Natasha Baker	Expand support for intensive behaviors and ICET referrals for 5th and 6th grade	Add 2.0 FTE Behavior Intervention Specialists - provide Tier III behavior interventions to 5th and 6th graders	Improved service to staff and sites	STU-Increase Student Engagement in the school and community		E230 - Behavioral Intervention Specialist	197	2.00			Ongoing	\$ 209,780
Prevention & Intervention	Rita Baharian	Natasha Baker	Increase opportunities for Alliance and Mentor students to participate in student engagement activities and peer mentoring sessions	Transportation, entrance fee, enrichment experiences, and peer mentoring sessions	Increased opportunities for Alliance and Mentor students to participate in student engagement activities and experiences.	STU-Increase Student Engagement in the school and community	Funding to cover the cost for transportation and student engagement activities (i.e. enrichment experiences and peer mentoring sessions)				5721 - Direct-Transportation (Dr)	Ongoing	\$ 30,000	
Prevention & Intervention	Rita Baharian	Natasha Baker	Negotiation update for Clinical School Social Worker from HR - \$75,000 for materials/supplies and licensing support	Provide each CSSW with funds to purchase materials and supplies need to serve students and provide supervision hours to CSSW obtain their LCSW	Number of staff who receive supervision for their clinical hours	STU-Increase Student Engagement in the school and community	Each CSSW will receive support with purchasing materials and supplies needed to serve students and receive support with supervision hours needed to obtain their LCSW				4300 - Materials & Supplies	Ongoing	\$ 75,000	
English Learners Services	Sandra Toscano	Natasha Baker	Tiger Bytes Custom Application	23/24 Continue same amount - is a custom-made technology application that houses language practice activities for elementary Hmong DLJ (Balderras & Vang Pao) students grade K-2 in its initial phase.	Continued growth in students language development in Hmong and English measured on iReady and SBAC; increased participation in Language program	STU-Expand student-centered and real-world learning experiences	Instructional support to Hmong Language program				5899 - Prof/Consulting Svc & Operating	One-time	\$ 40,000	
English Learners Services	Sandra Toscano	Natasha Baker	Expand Rosetta Stone Licenses (All newcomers get one license & EL students that need Tier 2 support, this will allow for LTELs to receive access)	23/24 increase access to Rosetta Stone to Newcomers and EL students that need additional support.	Decrease of number of long term ELs (LTELs), increase reclassification rate and increase ELPI levels	STU-Expand student-centered and real-world learning experiences	Increased English Language Development academic support to newcomers and LTELs				5899 - Prof/Consulting Svc & Operating	One-time	\$ 75,000	
English Learners Services	Sandra Toscano	Natasha Baker	English Language Instructional Support	23/24 Continue and increase English Language Instructional Support by providing teachers 20 FTE to support LTELs and/or Newcomers	ELPI level growth (1 level growth yearly), decrease of LTELs, increase reclassification rate	STU-Expand student-centered and real-world learning experiences	Decrease of LTEL student population, increase to ELPI levels			1130 - Teacher-Extra Time Salaries	5899 - Prof/Consulting Svc & Operating	One-time	\$ 196,202	
English Learners Services	Sandra Toscano	Natasha Baker	FPM Professional Learning - Pay for 300 HS and MS English Teachers to attend professional learning	300 teachers * 3 days of PL/Sub pay	ELPI level growth (1 level growth yearly), decrease of LTELs, increase reclassification rate	STU-Expand student-centered and real-world learning experiences	Programs supported:			1120 - Teacher-Substitute Salaries		One-time	\$ 174,481	
English Learners Services	Sandra Toscano	Natasha Baker	Manager II to oversee Indian Education	To increase services to our Native American/American Indian services outside of Title VI funding. Services include tutoring services, conferences, clubs, cultural activities, etc.	Increase of grad rate, attendance, engagement %, decrease of D's & F's, Climate & Culture survey- sense belonging, connection to school	STU-Expand student-centered and real-world learning experiences	Grow Indian Ed supports to all identified students to include engagements, programs, and instructional supports	E211 - Manager II, General	215	1.00		Ongoing	\$ 187,652	
English Learners Services	Sandra Toscano	Natasha Baker	Manager II to oversee DI Programs, return position to department as part of 2023	Add Manager II position back into budget to support growing DLJ programs for Hmong, Spanish and after school language programs. Current # of schools = 18	See DM Group ROI results- Increased Bilingualism and Biliteracy through 1)Reclassification Rate, 2)English Proficiency, 3)Spanish Proficiency (through program eval DI met all criteria for success)	STU-Expand student-centered and real-world learning experiences	Enrollment increase to all DLJ programs, see DM Group ROI results	E211 - Manager II, General	215	1.00		Ongoing	\$ 187,652	
English Learners Services	Sandra Toscano	Natasha Baker	Hmong Consultant	23/24 Continue to utilize Hmong Consultants to support in the growth and expansion of our Hmong DLJ Program	Hmong DLJ participation rate increase, use academic growth indicators (iReady, SBAC)	STU-Improve Academic Performance at Challenging Levels	Quality Hmong curriculum development				5899 - Prof/Consulting Svc & Operating	One-time	\$ 10,000	

Department Name	Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurement/Value	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
English Learners Services	Sandra Toscano	Natasha Baker	Peer Mentoring Services (Increase # of student mentors and mentees)	23/24 Continue and increase the number of students serving as peer mentors and mentees to build leadership and support for EL students.	Reclassification Rate will increase by 10% in 2 years; Number of LTELs will decrease by 10%; Student survey data increase in favorable responses; Current enrollment in Peer Mentoring is 111 students (77 mentees & 34 Mentors).	STU-Increase Student Engagement in the school and community	Increase the number of Newcomers/English Learners services through peer mentoring.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 100,000
English Learners Services	Sandra Toscano	Natasha Baker	Orchid Translation Services	23/24 we will continue this service but there will be a decrease in the funding amount as only newcomers will be serviced. The decrease is due to the districts opening of the translation department	ELPI level growth (1 level growth yearly)	STU-Increase Student Engagement in the school and community	Increase support to newcomers through additional translation and interpreting in first trimester of school in US					5899 - Prof/Consulting Svc & Operating	One-time	\$ 120,000
Special Education	Tangee Pinheiro	Natasha Baker	Contract for Paraeducator Support(\$1.62M)	23/24 Continue same amount	Vacancy rate for Paraeducators	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Positions have remained vacant					5899 - Prof/Consulting Svc & Operating	One-time	\$ 1,620,000
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 Director, General	Add Director to oversee the functions of the Special Education including areas of focus including Differentiated Assistance, Significant Disproportionality, Needs improvement areas on the Local Plan, projections, transportation, purchasing and data analysis work.	Measurement will include IEP compliance, reporting quality and timeliness in all areas.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Accuracy of projections and transportation, focus on inclusive practices through more accurate projections and planning. Data analysis for state reporting and administrative functions related to Significant Disproportionality, Differentiated Assistance, and Local Plan submittal. Formalize systems in the department to better serve sites.	E219 - Director, General	261	1.00			Ongoing	\$ 218,578
Special Education	Tangee Pinheiro	Natasha Baker	Add 2.0 Manager III	Each Manager III will serve a region for Special Education. Currently we have 5 Managers	Time to respond to the needs of sites, RIMS and School Psychologists. Response and prevention of complaints and legal filings.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Build Capacity to better serve the needs of each region in the area of Special Education. Also support the capacity building for RBMs and School Psychologists.	E124 - Manager III, SPED Prog & Serv	215	2.00			Ongoing	\$ 382,798
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 Manager II	Oversee Suspension / Expulsion, 504, Charter Schools and Private Schools (Child Find).		STF-Increase recruitment and retention of staff reflecting the diversity of our community	Strengthen the support for 504, Expulsion, Suspension prevention and follow up, private and charter schools.	E211 - Manager II, General	261	1.00			Ongoing	\$ 197,457
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 Program Technician	Support Director, General and Manager II is clean up and maintenance of data (including Atlas, SEIS, transportation, projections).	Accuracy of data in all systems, timeliness of processing requests in SEIS, ensure that frequent monitoring activities are occurring in support of accurate reporting.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Data maintenance is needed to ensure accuracy in reporting to state data systems including CALPADS. This positions is also needed to ensure that when state reporting is needed, that the data is clean and ready for harvesting.	W210 - Technician, Program	261	1.00			Ongoing	\$ 94,800
Special Education	Tangee Pinheiro	Natasha Baker	Add 6.0 FTE Behavior Support Advisor	Support Behavior needs of SWD, supervise contracted Registered Behavior Technicians and implement tiered supports across the district. Provide direct support to foster youth. BSA will work directly with admin, teachers, and support staff to develop BSPs, and coach, model and support implementation of appropriate strategies based on student needs. This will allow for Tier III teams to begin supporting and developing intensive behavior supports at the middle school level.	Suspension and Expulsion data, number of Special Circumstance Instructional Aides, number of NPS and NPA placements.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Tiered supports for SWD that align with support for general education. Prevention of suspension and expulsion for SWD. Provide direct support to foster youth. BSA will work directly with admin, teachers, and support staff to develop BSPs, and coach, model and support implementation of appropriate strategies based on student needs. This will allow for Tier III team to begin supporting and developing intensive behavior supports at the middle school level.	E275 - Advisor, Behavior Support	205	6.00			Ongoing	\$ 1,045,056
Special Education	Tangee Pinheiro	Natasha Baker	Provide clerical and office support for break, lunch, and emergency coverage in the office at Special Education sites	Add: School Office Assistant at Addicott, Adult Transition Program, and Rata (could be part-time, need to identify staffing parameters)	Family Engagement and customer service measures at each school site	STF-Increase recruitment and retention of staff reflecting the diversity of our community	ATP, Addicott and Rata have one Office Manager to staff the office. When that Office Manager is out or at lunch, the office is left unattended or administration is required to cover which pulls them from their work covering IEPs, monitoring instruction and responding to families' questions or concerns.	W060 - Assistant, School Office	193	3.00			Ongoing	\$ 205,305
Special Education	Tangee Pinheiro	Natasha Baker	Convert Lori Ann Infant Preschool Teachers to 215 days (currently 206) to serve a longer year since infants receive year-round services. <i>Need to work with IIR on creating a 215 day day schedule for this position. Pay as extra duty days</i>	Lori Ann Infant provides intervention to SWD year-round. They currently work a 200 day contract which leaves gaps in service for other teachers to cover. Increase to 215 would better cover the needs of the students. Pay 9 extra duty days.	Year-round support for Lori Ann Infant since services are provided all year.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Need calculation on this one				1130 - Teacher-Extra Time Salaries		Ongoing	\$ 94,320

Department Name	Budget Manager	Calendar Manager	Description of Initiative (Objective)	Schedule/Activities (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (entry dates)	Duty Dates	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs. Ongoing	Amount
Special Education	Tangee Pinheiro	Natasha Baker	Add 5.0 Para, Infant/Toddler Preschool TK DHH, .75 FTE			STF-Increase recruitment and retention of staff reflecting the diversity of our community		W063 - Paraprof, DHH Oral	193	3.75			Ongoing	\$ 453,845
Special Education	Tangee Pinheiro	Natasha Baker	Add nine .75 FTE Para, Early Childhood Mild/Mod for TK/K (with diapering)			STF-Increase recruitment and retention of staff reflecting the diversity of our community		W044 - Paraprof, Early Childhd Mild/Mod	193	6.75			Ongoing	\$ 618,777
Special Education	Tangee Pinheiro	Natasha Baker	Convert 86 Para G23 to G25, Mild/Mod to Para, Mod/Severe to support diapering and toileting needs in elementary classrooms Reduces	Promote Para G23 to G25 to provide toileting and diapering support at Elementary School Sites that have Mild/Moderate SDC programs.	Promote Para G23 to G25 to provide toileting and diapering support at Elementary School Sites that have Mild/Moderate SDC programs.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Promote Para G23 to G25 to provide toileting and diapering support at Elementary School Sites that have Mild/Moderate SDC programs.	W047 - Paraprof, Mild/Moderate	193	-86.00			Ongoing	\$ 4,437,999
Special Education	Tangee Pinheiro	Natasha Baker	Convert 86 Para, Mild/Mod to Para, Mod/Severe in order to provide diapering support in elementary classrooms Reduces	Promote Para G23 to G25 to provide toileting and diapering support at Elementary School Sites that have Mild/Moderate SDC programs.	Promote Para G23 to G25 to provide toileting and diapering support at Elementary School Sites that have Mild/Moderate SDC programs.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	All students requiring toileting and diapering at elementary sites would have necessary supports.	W049 - Paraprof, Moderate/Severe	193	86.00			Ongoing	\$ 4,542,646
Special Education	Tangee Pinheiro	Natasha Baker	Convert 56 Para, Mild/Mod (RSP) from 3.5 hours to 6 hours. Reduces	Upgrade 3.5 FTE to 6.0 FTE to provide necessary support for school sites at the High School Level.	Vacancy rates for high school RSP positions	STF-Increase recruitment and retention of staff reflecting the diversity of our community	High school RSP positions have remained vacant and are frequently vacated for a 6.0 position when available. This leaves gaps in serve at the high school level.	W047 - Paraprof, Mild/Moderate	193	-24.50			Ongoing	\$ 772,372
Special Education	Tangee Pinheiro	Natasha Baker	Convert 56 Para, Mild/Mod (RSP) from 3.5 hours to 6 hours. Reduces	Upgrade 3.5 FTE to 6.0 FTE to provide necessary support for school sites at the High School Level.	Vacancy rates for high school RSP positions	STF-Increase recruitment and retention of staff reflecting the diversity of our community	High school RSP positions have remained vacant and are frequently vacated for a 6.0 position when available. This leaves gaps in serve at the high school level.	W047 - Paraprof, Mild/Moderate	193	42.00			Ongoing	\$ 2,889,860
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 Office Asst III	Process about 785 purchase orders that are currently being processed by OAIII which takes away from placements and service families/students.	Speed of processing purchase orders, timeline for orders, streamlining preapproval process.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Orders for products needed by students takes up to four months to acquire. The dedicated position specific to ordering, acquiring and distribution of orders would significantly improve turn-around time.	W058	261	1.00			Ongoing	\$ 87,983
Special Education	Tangee Pinheiro	Natasha Baker	Add seven .875 FTE Para, Early Childhood Mild/Mod Preschool (with diapering)			STF-Increase recruitment and retention of staff reflecting the diversity of our community		W044 - Paraprof, Early Childhd Mild/Mod	193	6.13			Ongoing	\$ 429,198
Special Education	Tangee Pinheiro	Natasha Baker	Add 4.0 Infant Toddler PS DHH			STF-Increase recruitment and retention of staff reflecting the diversity of our community		W063 - Paraprof, DHH Oral	193	4.00			Ongoing	\$ 363,077
Special Education	Tangee Pinheiro	Natasha Baker	Add 2.0 GLA in order for Special Ed principals to have additional administrative support	Add: 50 ATP 50 Adult Transition - FCC & Adult School 50 Addicott 50 Rata	Implementation of the Alternate Diploma pathway, performance on CCI, and IPG results for classes served by these positions.	STU-Increase Student Engagement in the school and community	Addicott, Rata, ATP and Fallon each have .5 FTE for GLA. This recommendation is that Addicott Rata and ATP be increased by .5 to provide 1.0 FTE at each of these sites. The additional .5 would be used to build our Adult programs, supervise FCC and Adult School programs, build the Department of Rehabilitation collaboration to generate funding for more robust instruction that fulfills our obligation to adult students.	ED44 - Advisor, Guidance and Learning	197	2.00			Ongoing	\$ 305,788
Special Education	Tangee Pinheiro	Natasha Baker	RHT(Registered Behavioral Technicians Contract)(Spec Ed Stimulus in 21/22)(\$805,000)	23/24 Continue same amount	Suspension and Expulsion data, number of Special Circumstance Instructional Aides, number of NPS and NPA placements.	STU-Increase Student Engagement in the school and community	Tiered supports for SWD that align with support for general education. Prevention of suspension and expulsion for SWD.					5899 - Prof/Consulting Svc & Operating	One-time	\$ 805,000
Special Education	Tangee Pinheiro	Natasha Baker	Wonderworks Goalbook - develop, present levels, goals and target(\$353,430)	23/24 Continue same amount	Increase the graduation rate for Students with Special Education Services	STU-Increase Student Engagement in the school and community	Instructional supports for students					5899 - Prof/Consulting Svc & Operating	One-time	\$ 353,430
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 FTE Assistant Superintendent	Add Asst. Superintendent to lead department in Special Education work including compliance and direction of Inclusive Practices	Compliant IEPs, Progress on graduation rate for SWD, Significant Disproportionality, Inclusive Practices Indicators	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Assistant Superintendent will support	E159 - Superintendent, Assistant	\$67,353	\$1	Ongoing	New - augmentation request	ongoing	\$254,104
Special Education	Tangee Pinheiro	Natasha Baker	Add 1.0 Administrative Secretary II	Add Administrative Secretary to Serve the Asst. Superintendent.	Build Capacity of the Assistant Superintendent to effectively communicate with departments, schools and staff.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Administrative support for the Assistant	W162 - Secretary, Administrative II	\$46,243	\$1	Ongoing	New - augmentation request	ongoing	\$110,001

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/DOY's	Distric Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Line Diag	FTI	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Teacher Development	Teresa Morales	Natasha Baker	Provide tuition fees for 90 Year 1 and Year 2 interns. Participants will work while acquiring a credential: \$5,150 * 90 = \$472,500 (see if this is ongoing and not a new request)	23/24 Continue same amount	Completion rate and retention of teachers in Fresno Unified	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Provides the opportunity for current alternative certification teachers (PIPs, STSPs, Waivers) and aspiring program participants to continue working while acquiring a credential. This program will increase teacher retention of diverse candidate while being the most affordable in the valley.					5800 - Professional/Consulting Service	One-time	\$ 472,500
Teacher Development	Teresa Morales	Natasha Baker	Teacher Academy Summer Expansion	23/24 Continue and increase for 200 students to receive work experience and 10 coaches to support supervision of students/teacher academy interns	Overall Session attendance, feedback forms and implementation data.	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Face to Face- 200 students in Teacher Academy Pipeline, interested in becoming a teacher are hired as paraprofessional interns. Support programs: EL Academy, A4 Literacy and Math Summer Programs, Child Development Centers, and traditional Summer School				2160 - Instr Aide-Supplemental		One-time	\$ 499,114
Teacher Development	Teresa Morales	Natasha Baker	Teacher Pipeline - Teacher Residency Expansion Sped Mod/Sev	23/24 Continue	Increased diversity, 10 highly qualified candidates to fill hard to fill positions, evaluation, and retention data	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Recruit 10 Mod/Severe Teacher Residents who will be employed as Para Professionals while in residency. Teachers who successfully complete the program will be guaranteed a job placement in Fresno Unified and commit to teaching 5 years in Fresno Unified					5899 - Prof/Consulting Svc & Operating	One-time	\$ 260,000
Teacher Development	Teresa Morales	Natasha Baker	STEAM Pipeline - Winter Session	23/24 Continue and increase STEAM Pipeline winter session to include 105 students, 100 pipeline participants and 7 teachers for supervision and coaching	Formative Assessments (attendance, feedback forms and CFA), Teacher Academy Educators Rising Competition Placements, Teachers Hired from Lab Participation	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Camp during Winter Session to provide real world teaching experiences for Aspiring Teachers enrolled in Teacher Academy, Para Academy, Transition to Teaching, and Teacher Residency. Winter STEAM camp is hosted in each region. STEAM camp increases academic and enrichment opportunities for TK-8 grade students				1160 - Teacher-Supplemental Salaries	4300 - Materials & Supplies	One-time	\$ 375,643
Teacher Development	Teresa Morales	Natasha Baker	Teacher Credentialing - STEAM Pipeline Summer Session	23/24 Continue and increase STEAM pipeline summer session to include 100 aspiring teachers and 10 coaches to support the professional learning and supervision of aspiring teachers	Formative Assessments (attendance, feedback forms and CFA), Teachers Hired from Lab Participation	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Pairing Model between pipeline participants to engage in field experience Recent FTRP Grad- Primary Teacher OR T2T Graduate- Primary Teacher WITH Para Academy candidate partner Aspiring teachers will engage in face-to-face professional learning, professional learning communities, ongoing coaching support, and co-plan lessons using the Camp Invent Curriculum Increase academic and enrichment opportunities for grades 1-6 students with an instructional focus on STEAM				1160 - Teacher-Supplemental Salaries	4300 - Materials & Supplies	One-time	\$ 524,779
Teacher Development	Teresa Morales	Natasha Baker	Dual Immersion Academy Training - New Teacher	23/24 Continue same amount	Existing Teacher hired into DI positions and New Teachers- retention and evaluation data	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Current Bilingual Academy Program- Up to 60 Participants- 30 per semester BCLAD teachers that are not in bilingual/DI settings, yet- gets them prepared to fill vacancies Refresher course in bilingual/dual immersion instruction- culturally/linguistically sustaining approach- asset based Teachers engage in a review and analysis of best practices via Guiding Principles for Dual Language Education				1160 - Teacher-Supplemental Salaries	4300 - Materials & Supplies	One-time	\$ 193,944

Department Name	Student Manager	Classroom Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/DOEs	Desired Unit	Description and Expected Outcomes	Job Code - Description (drop down)	Time (Days)	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Teacher Development	Teresa Morales	Natasha Baker	Literacy Master & Dual Enrollment-Teacher Leadership	23/24 Continue same amount \$340,000 to support Dual Enrollment for Ethnic Studies, History, ELA and Communication	Increase number of teachers qualified to teach Dual Enrollment Courses for High School Students	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Secure Dual Enrollment teachers for Ethnic Studies, History, ELA and Communications teachers Support 10 teachers per year to complete Masters Degree Independent Options at all universities for Masters and approved by FCC to meet Instructor Requirements for Dual Enrollment					5899 - Prof/Consulting Svc & Operating	One-time	\$ 340,000
Teacher Development	Teresa Morales	Natasha Baker	Ethnic Studies Institute-Teacher Leadership	23/24 Continue and increase, move from Teacher Development to CIPL	Number of teachers qualified to teach Ethnic Studies and diversity of teachers teaching Ethnic Studies	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Partnership with San Francisco State University Virtual Courses to provide 12 units of coursework for Teachers to become qualified to teach Ethnic Studies					5899 - Prof/Consulting Svc & Operating	One-time	\$ 201,800
Teacher Development	Teresa Morales	Natasha Baker	Aspiring Teacher Leader Cohort-Teacher Leadership	23/24 Continue same amount	Increase diversity of leadership candidates, attendance, and feedback	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Recruit 25 pipeline graduates in years 3 & 4 with intent to prepare for leadership pipeline Provide leadership opportunities early on in career Training in Cognitive Coaching, Teacher Clarity Institute, and Leading Impact Teams Teacher leadership opportunities present at Saturday pipeline, professional learning session, Lead Teacher/ILT experience with site administration			1160 - Teacher-Supplemental Salaries		5899 - Prof/Consulting Svc & Operating	One-time	\$ 110,719
Teacher Development	Teresa Morales	Natasha Baker	Coaching Institute-Teacher Leadership	23/24 Continue same amount	Formative:Session attendance, feedback forms and implementation data - Coaching data, Kiano, and student data	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Provide common learning to all Instructional Coaches to the following focus areas: Equity of Coaching, The Art of Coaching, Common District Messaging, Small group instruction					5899 - Prof/Consulting Svc & Operating	One-time	\$ 36,000
Teacher Development	Teresa Morales	Natasha Baker	Teacher Academy Tutoring	23/24 Continue as same amount	Attendance, feedback, diversity and employment	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Teacher Academy students work in the current after-school structure MWF or T/TH Structure Teach lessons designed in the Teacher Academy Pathway Up to 100 students- Work Permits					5899 - Prof/Consulting Svc & Operating	One-time	\$ 349,580
Teacher Development	Teresa Morales	Natasha Baker	Increase of Days for TSAs to support summer and winter programs - paid as extra duty days (not revised work schedule) Ed Effect 7 TSAs from 198 to 217 - \$10,811 4 TSAs from 203 to 217 - \$7,966	23/24 Continue same amount	Programs are implemented with adequate support and supervision of Aspiring Teachers	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Increase the duty year of TSA's in order to support the work of Teacher Development A TSA's move from 195 days - 203 days 3 TSA's move from 195 days - 217 days 4 TSA's move from 203 days - 217 days Programs supported: Teacher Academy Summer STEAM Winter and Summer Substitute Recruitment and Hiring Fresno Internship Credential Program New Teacher Support National Board			1930 - Other Certificated-Extra Time Salaries			One-time	\$ 132,490
Teacher Development	Teresa Morales	Natasha Baker	Substitute PL-Teacher Pipeline(Includes 1 TSA)	23/24 Continue	Session attendance, feedback forms and monitoring of requests. Board feedback continues to be responded to	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Provide paid professional learning opportunities to increase the capacity of substitute teachers. Currently 314 Certificated Substitute Teachers participate and will continue to participate to receive more learning virtually. (Data from first 3 days in 2022-23 school year) Each professional learning currently accommodates 400 Certificated Substitute Teachers.			1120 - Teacher-Substitute Salaries			One-time	\$ 321,920
Teacher Development	Teresa Morales	Natasha Baker	Expand partnership with Fresno Pacific for teachers to earn Masters Degree in Reading 25 @ \$10,000 = \$250,000; Course books - \$1,000 per participant - \$25,000 (Build expertise at school and to be teacher leadership, for 25 participants and work with HR for commitments)	23/24 Continue same amount	Improvement in Literacy Instruction measured through CFA's and iReady	STU-Improve Academic Performance at Challenging Levels	Increase the number of teachers who have a Reading Specialist Certificate and a Masters in Literacy to support student growth in literacy.					5800 - Professional/Consulting Service	One-time	\$ 275,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/WOY	District Goal	Description and Expected Outcomes	Job Code - Description (deep down)	Date Start	FTE	Object - Description (deep down)	Object - Description (deep down)	Objective vs Ongoing	Amount
Teacher Development	Teresa Morales	Natasha Baker	Expand partnership with AIMS to provide Math Institute for 200 participants (100 K-3 and 100 4-6); 200 @ \$500 = \$100,000; Course books - \$200 per participant - \$40,000 (teachers - professional learning \$500 tuition fee included)	23/24 Continue same amount	Partnership with AIMS, improvement in Math Instruction measured through iReady & CFA	STU-Improve Academic Performance at Challenging Levels	Provide a math institute to expand partnership with AIMS. Institute will support 200 elementary teachers in Fresno Unified					5899 - Prof/Consulting Svc & Operating	One-time	\$ 140,000
Teacher Development	Teresa Morales	Natasha Baker	Partnership with FPU to provide Literacy Institute for 200 participants (100 K-3 and 100 4-6); 200 @ \$500 = \$100,000; Course books - \$200 per participant - \$40,000 (teachers - professional learning \$500 tuition fee included)	23/24 Continue same amount	Partnership with FPU, improvement in Reading Instruction measured through iReady & CFA	STU-Improve Academic Performance at Challenging Levels	Provide a Literacy Institute to expand partnership with FPU. Institute will support 200 elementary teachers in Fresno Unified					5899 - Prof/Consulting Svc & Operating	One-time	\$ 140,000
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Social Emotional Supports for families (materials & supplies)	Social Emotional Supports for families (materials & supplies). Program materials for students, parents and staff professional development materials and supplies.	Social Emotional Supports for families (materials & supplies)	FAM-Increase inclusive opportunities for families to engage in their students' education.	\$10,000.00 for Materials & Supplies					4300 - Materials & Supplies	One-time	\$ 10,000
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Technology supports (larger screens, bed laptop table, tablet/computer stand) \$20,000	Technology Support and other devices to help students access their instructional material.	Better serve our HHII Students and Families	STU-Expand student-centered and real-world learning experiences	\$20,000.00 for Larger Screens / Bed Laptop Table / Computer Stand					4400 - Non Capitalized Equipment	One-time	\$ 20,000
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	ALT ED - Library Support - Cambridge, Dewolf, Phoenix Secondary, Phoenix Elementary, Fulton & ATP - Currently none of the following schools have library supports	Add Librarian: 33 Phoenix Elementary 34 DeWolf 33 Fulton 50 Cambridge 50 JE Young	Baseline Support	STU-Improve Academic Performance at Challenging Levels	Increase library services on all Alt Ed campuses to promote instructional support and continued literacy.	T063 - Teacher, Library, Media	194	2.00			Ongoing	\$ 306,458
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	ALT ED - Library Support - Cambridge, Dewolf, Phoenix Secondary, Phoenix Elementary, Fulton & ATP - Currently none of the following schools have library supports	Add 2.0 FTE Library Technicians- to offer library support	Baseline Support	STU-Improve Academic Performance at Challenging Levels	Increase library services on all Alt Ed campuses to promote instructional support and continued literacy.	W206 - Technician, Lib Media-HS	217	2.00			Ongoing	\$ 145,064
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Decrease supplemental contract amount (offset for hiring 3.0 FTE)	Decrease amount for supplemental contracts	Better serve our HHII Students and Families	STU-Improve Academic Performance at Challenging Levels	3 Teachers (Secondary, SPED and Elementary)				1160 - Teacher-Supplemental Salaries		Ongoing	\$ (190,018)
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Office Assistant I	Support projects, teachers and parents	Support for Staff and HHII families	STU-Improve Academic Performance at Challenging Levels	Clerical support for the analyst the oversees Home Hospital instruction.	W056 - Assistant, Office I	261	1.00			Ongoing	\$ 77,176
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Mileage	Mileage for teachers	Mileage for teachers driving to students' homes	STU-Improve Academic Performance at Challenging Levels	Paying mileage for teachers as they travel to visit students.					5211 - Local Mileage	Ongoing	\$ 3,000
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	ALT ED - 3.2 Additional Safety Assistants 1.0 for Cambridge 1.0 for JEY and increase 2 hours of CA to JEY's existing CA support 1.0 for ATP	Add 3.2 Campus Assistants * JE Young has a 6 hour Campus Assistant (CA), increase this position to 8 hours. * Additional 1.0 CA - JEY * Additional 1.0 CA - ATP * Additional 1.0 CA - Cambridge to also be used for new Farber Campus	Increase safety for Alternative and Special Education campus. Also plan for the expansion of safety coverage for Farber campus.	STU-Improve Academic Performance at Challenging Levels	Increase safety and support for students.	W061 - Assistant, Campus Safety	193	3.20			Ongoing	\$ 237,965
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	Credit Recovery to support Alt Sites	23/24 Continue same amount	Confirmed credit attainment supports	STU-Improve Academic Performance at Challenging Levels	Additional supports related to increase in demands of credit attainment.				1160 - Teacher-Supplemental Salaries		One-time	\$ 246,416
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	HOME HOSPITAL - Student supports and staffing needs do not currently align with student needs.	3 Teachers (2 SPED - Elementary, Secondary and one GE teacher)	Better serve our HHII Students and Families	STU-Improve Academic Performance at Challenging Levels	3 Teachers (Secondary, SPED and Elementary)	T079 - Teacher, Senior High	185	3.00			One-time	\$ 309,063
Alternative Education	Yolanda Jimenez-Ruiz	Natasha Baker	ALT ED - Campus Culture support 2 FTE Campus Culture period for DeWolf 2 FTE Campus Culture period for Cambridge	Campus Culture Director - Receive the same FTE other schools receive as we work to provide HIGH SCHOOL engagements for the students who are traditionally least engaged	Baseline Support	STU-Increase Student Engagement in the school and community	Engagements for the students who are traditionally least engaged	T084 - Teacher, Spec Assign, St Ac Dir	194	0.40			Ongoing	\$ 47,346

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROIs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	Time-frame vs. Ongoing	Amount
Parent University	Maiyer Vang	Nikki Henry	Community Relations Liaisons to support students' academic achievement.	Support the development and academic achievement of students. The Community Relations Liaisons will work towards achieving district goals in family engagement, family learning, and family leadership.	Increase the academic performance of students in the following subgroups: African American, special needs, foster youth, English Learners, and low-income.	FAM-Increase inclusive opportunities for families to engage in their students' education	Increase participation of African American, special needs, foster youth, English Learners, and low-income families in family learning, family leadership, and family engagement to support student outcomes.	W167 - Specialist, Community Educ	261	2.00			Ongoing	\$ 237,243
Parent University	Maiyer Vang	Nikki Henry	Community Relations Liaisons to support students' academic achievement.	Support the development and academic achievement of students. The Community Relations Liaisons will work towards achieving district goals in family engagement, family learning, and family leadership.	Increase the academic performance of students in the following subgroups: African American, special needs, foster youth, English Learners, and low-income.	FAM-Increase inclusive opportunities for families to engage in their students' education	Increase participation of African American, special needs, foster youth, English Learners, and low-income families in family learning, family leadership, and family engagement to support student outcomes.				5110 - Sub-agreements for Services		Ongoing	\$ (237,243)
Parent University	Maiyer Vang	Nikki Henry	Family Leadership Advocacy in Action - Washington D.C.	Showcasing families' achievement through leadership, advocacy, decision-making, and trust-building with key educational partners.	Increase building family leaders through leadership opportunities and engagement of real-world experiences.	FAM-Increase inclusive opportunities for families to engage in their students' education	Together families will learn from each other, share resources and expertise, explore ways to improve support, learn new strategies, and increase the capacity for families to partner in educational systems change. Increase family engagement and alignment of families to the district's student, staff, and family goals by building leaders to advocate and support educational growth.				4300 - Materials & Supplies		One-time	\$ 200,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative(s)/Project(s)	Schedule/Milestones (Scope of Work)	Measurements/ROIs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Parent University	Maiyer Vang	Nikki Henry	Family engagement professional development opportunities for Home School Liaisons, teachers, and school site administrators to support student achievement.	Attend The Family Engagement Education: Creating An Effective Home and School Partnership for Student Success in July 2023. Provide monthly Home School Liaison family engagement professional development. In addition, teachers and administrators.	Understand and integrate family engagement on a systemic level. Explore the infrastructure, roles, and skills required to sustain an effective family engagement strategy. Learn how to define and measure outcomes and evaluate family engagement practices at school sites.	STU-Improve Academic Performance at Challenging Levels	Increase in building partnerships with families, students, educators, and the community to better support student outcomes (academic and social-emotional). Cultivating and nurturing family partnerships leads to positive relationships and retention of staff. Sustaining meaningful family engagement links to student learning increasing student success.					4300 - Materials & Supplies	One-time	\$ 200,000
Communications	Nikki Henry	Nikki Henry	Marketing Contract	Provide Communication, Marketing, Interdepartmental and Agency Integration for: Facilities, Food Service Maintenance, Operations, Purchasing, Transportation	Under the direction of an assigned supervisor, plan, organize and coordinate in a timely manner the District's program of public information, internally and externally; publicize District current events, activities and recognitions; project the image of excellence through District accomplishments; serve in a leadership role on the District Crisis Team to ensure a safe learning and work environment, and provide support to families, employee, community members and media involvement.	FAM-Increase inclusive opportunities for families to engage in their students' education	Plan, develop, and coordinate a comprehensive public relations program in order to establish collaborative relationships and enhance the District's image to a wide variety of constituents; highlight the District's achievements and excellent programs. Coordinate and distribute information in a timely manner to District administrators, employees, the public and media regarding the District programs, policies, events, efforts and related. Establish means of communication with District employees, prepare and distribute electronic and regular newsletters related to Operations. Provide District's communications on the Community Relations web page; coordinate marketing communications activities including special promotions, events for the public, marketing and public relations. Coordinate special events or projects as directed by the Superintendent or Associate Superintendents, COO and Chief Executive, initiate and coordinate media coverage, arrange					5899 - Prof/Consulting Svc & Operating	One-time	\$ 100,000
Communications	Nikki Henry	Nikki Henry	Events			FAM-Increase inclusive opportunities for families to engage in their students' education						5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 230,000
Communications	Nikki Henry	Nikki Henry	Final Site Contract			FAM-Increase inclusive opportunities for families to engage in their students' education						5899 - Contracts	Ongoing	
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional Hmong staff support needed due to the increase demand of documents translated to Hmong districtwide	Add Hmong Materials Translator	Provide equitable translations and interpretations support to Hmong families and staff districtwide.	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and development of the Hmong Board Agenda for the first time.	W082 - Translator, Material Hmong	261	1.00			Ongoing	\$ 89,420
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional Hmong staff support needed due to the increase demand of documents translated to Hmong districtwide	Add Hmong Materials Translator	Provide equitable translations and interpretations support to Hmong families and staff districtwide.	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and development of the Hmong Board Agenda for the first time.				1230 - Cert/PupilSupport-Extra Time Salaries		Ongoing	\$ 2,401
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional Hmong staff support needed due to the increase demand of documents translated to Hmong districtwide	Add Hmong Materials Translator	Provide equitable translations and interpretations support to Hmong families and staff districtwide.	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and development of the Hmong Board Agenda for the first time.					4300 - Materials & Supplies	Ongoing	\$ 2,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Data Lines	FTE	Object - Description (drop down)	Object - Description (drop down)	Line-item vs. Unassigned	Amount
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional staff support needed due to the increase demand of Board Office requests, centralizing oral and written interpretation requests, and development of the Family Connect Line	Add Office Assistant III	Support master programming of incoming written and oral interpretation requests, meet Brown Act requirements specific to sensitive Board Office and Special Education requests and maintain the district's central Family Connect Language line to bridge the language gap between sites and staff	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and central Language Line development for parents and staff. Programming support will allow us to meet Brown Act requirements for time sensitive documents	W058 - Assistant, Office III	261	1.00			Ongoing	\$ 81,882
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional staff support needed due to the increase demand of Board Office requests, centralizing oral and written interpretation requests, and development of the Family Connect Line	Add Office Assistant III	Support master programming of incoming written and oral interpretation requests, meet Brown Act requirements specific to sensitive Board Office and Special Education requests and maintain the district's central Family Connect Language line to bridge the language gap between sites and staff	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and central Language Line development for parents and staff. Programming support will allow us to meet Brown Act requirements for time sensitive documents				1230 - Cert/Pupil Support-Extra Time Salaries		Ongoing	\$ 2,401
Translation & Interpretation Services	Zuleica Murillo	Nikki Henry	Additional staff support needed due to the increase demand of Board Office requests, centralizing oral and written interpretation requests, and development of the Family Connect Line	Add Office Assistant III	Support master programming of incoming written and oral interpretation requests, meet Brown Act requirements specific to sensitive Board Office and Special Education requests and maintain the district's central Family Connect Language line to bridge the language gap between sites and staff	FAM-Increase inclusive opportunities for families to engage in their students' education	Additional department support related to centralizing district oral interpretations and written translation requests and central Language Line development for parents and staff. Programming support will allow us to meet Brown Act requirements for time sensitive documents					4300 - Materials & Supplies	Ongoing	\$ 2,000
Student Transfers	OSFP/Julie Hoopes/Vicer	Patrick Jensen	Additional position - Project Manager	Add Project Manager - to relieve duties of Business Operations Manager, specifically regarding Safety/Admin transfers and GATE placements	Supports for timely investigations of Safety and Admin transfers, and to relieve the increase workload associated with GATE placements	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Additional support for Business Operations Manager. Additional Supports related to increase demands on department.	E214 - Manager, Project (General)	261	1.00			Ongoing	\$ 166,564
Business & Financial Services	Pam Bartlett	Patrick Jensen	Contract for design of online Adopted Budget Book Software	Annual production/output of Adopted Budget for publication/use on website	Higher visibility and understanding of District's annual budget and goals for the year in an easily accessed format on the website	FAM-Increase inclusive opportunities for families to engage in their students' education	Clearer understanding of District's overall goals as well as specific budgetary items in the Adopted Budget					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 15,645
State and Federal	Patrick Jensen	Patrick Jensen	Shift Analyst I from ESSER funds as ongoing			FAM-Increase inclusive opportunities for families to engage in their students' education		E218 - Analyst, General	261	1.00			Ongoing	\$ 140,485
Facilities Management and Planning	Alex Belanger	Paul Idsvog	Upgrade Cellphones			STU-Improve Academic Performance at Challenging Levels						4400 - Non Capitalized Equipment	One-time	\$ 24,000
Facilities Management and Planning	Alex Belanger	Paul Idsvog	Reorganize Brawley center main office to support additional staff and replace failing systems furniture			STU-Increase Student Engagement in the school and community	Provide additional seating and better utilization of space					4400 - Non Capitalized Equipment	One-time	\$ 125,000
Nutrition Services	Amanda Harvey	Paul Idsvog	Upgrade equipment at all serving sites	Purchase and replace equipment, carts, kiosks, to improve student meal experience	Higher quality of work, improved meal service	STF-Increase recruitment and retention of staff reflecting the diversity of our community	Increased student meal satisfaction					6400 - Equipment	One-time	\$ 2,000,000
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional Budget Supports needed due to increasing volume of purchase orders and payables	Increase Accountant to 1 FTE to dedicate workload to Nutrition Services payables starting July 1	Higher Quality of Work, More timely supports for vendors and staff	STU-Increase Student Engagement in the school and community	Improved vendor relationship, adhering to contracts with 30 day payables per contract language	W001 - Accountant I	261	0.625			Ongoing	\$ 74,306
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392

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Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurement of O/E's	Distinct Goal	Description and Expected Outcomes	Job Code - Description (deep down)	Days/Units	FTE	Object - Description (deep down)	Object - Description (deep down)	Timeframe vs Ongoing	Amount
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Additional staffing support to improve student meal experience	Add Nutrition Services Assistant to increase quality, variety, and options for student meals	Higher quality of work, improved meal service	STU-Increase Student Engagement in the school and community	Increased student meal satisfaction	F007 - Nutrition Services Assistant	193	0.375			Ongoing	\$ 10,392
Nutrition Services	Amanda Harvey	Paul Idsvog	Executive Chef Services Contract	Add 9 executive chefs to support the transformational changes in the Department	Provide staff training, skills, quality control, and presentation of meals	STU-Increase Student Engagement in the school and community	Work with staff to develop a plan for program improvement including recommendations for efficiency, quality control, recipe standardization, and training guides.				5899		Ongoing	\$ 1,150,000
Nutrition Services	Amanda Harvey	Paul Idsvog	Addition of a Project Manager for staff training	Add Project Manager to focus on staff training, creation of procedure manuals, and hands on guides.	Higher Quality of Work, More timely supports for staff, Staff satisfaction and quality will improve because they will receive the one on one training needed.	STU-Increase Student Engagement in the school and community	More efficient meal systems and accuracy of work because staff will be properly trained and have the tools to succeed	E214 - Manager, Project (General)	261	1.000			Ongoing	\$ 178,189
Nutrition Services	Amanda Harvey	Paul Idsvog	Maintain current FTE of the Student Wellness Program Manager	Maintain current FTE of the Student Wellness Program Manager	Maintain current FTE of the Student Wellness Program Manager	STU-Increase Student Engagement in the school and community		E265 - Manager Program, Student Wellness	261	0.50			Ongoing	\$ 98,540
Warehouse	Ann Looz	Paul Idsvog	Add one Stand up reach Forklift. Additional equipment needed to move extra volume of shipments around in the warehouse	Stand up reach Forklift	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service	STU-Increase Student Engagement in the school and community	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service				6400 - Equipment		One-time	\$ 50,000
Warehouse	Ann Looz	Paul Idsvog	Add 6 Electric Pallet Jacks. Additional equipment needed to move extra volume of shipments around in the warehouse	6 Electric Pallet Jacks	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service	STU-Increase Student Engagement in the school and community	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service				4400 - Non Capitalized Equipment		One-time	\$ 25,000
Warehouse/Mailroom	Ann Looz	Paul Idsvog	2 Mail Vans to replace aged vans no longer in use. Vans are needed to pick up and deliver mail on a daily basis	2 mail vans	Ensure timely deliver of mail on a daily basis, better Customer service	STU-Increase Student Engagement in the school and community	2 Mail Vans to replace aged vans no longer in use. Vans are needed to pick up and deliver mail on a daily basis				6400 - Equipment		One-time	\$ 150,000
Warehouse	Ann Looz	Paul Idsvog	Additional Warehouse support to assist with timely deliveries of orders districtwide. New delivery sites have been added over years without additional staff.	Add 4 Warehouse Worker/Driver I positions	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service	STU-Increase Student Engagement in the school and community	Ensure timely deliver of Purchase Orders, Warehouse supply orders and overall better Customer service	O024 - Worker/Driver, Warehouse I	261	2.00			Ongoing	\$ 188,192
Operations/Environmental Services	Drone Jones	Paul Idsvog	Add 3 District Supervisors allowing one per the seven high school regions	Reduce the number of sites from 30 per District Supervisor to 17	Will provide more oversight and training to morning staff, cleaner facilities and reduce unreported absences.	STU-Increase Student Engagement in the school and community	Ensure sites are clean and safe for instruction on a daily basis	E030 - Dist Supv I, Custodial Serv	261	3.00			Ongoing	\$ 399,393
Operations/Environmental Services	Drone Jones	Paul Idsvog	Add 6 fleet trucks to support new FTE for custodial supervision	Provide transportation to and from sites	Transportation to support daily site custodial duties	STU-Increase Student Engagement in the school and community	Assigned Fleet vehicle to supervisory staff				6400 - Equipment		One-time	\$ 390,000
Operations/Environmental Services	Drone Jones	Paul Idsvog	non-capital custodial equipment needed to ensure sites are clean and sanitized daily	Will provide labor saving equipment that will allow staff to perform additional duties	Provide clean instructional environment for students and staff	STU-Increase Student Engagement in the school and community	Ensure sites are clean and safe for instruction on a daily basis				4400 - Non Capitalized Equipment		One-time	\$ 390,000
Operations/Environmental Services	Drone Jones	Paul Idsvog	Procure 7 robotic paint sprayers for marking athletic fields	more efficient and labor saving process to ensure sports fields are measured accurately	Will eliminate the need to mark fields annually for sporting events	STU-Increase Student Engagement in the school and community	Can be programmed to support multiple sporting events saving time and labor				6400 - Equipment		One-time	\$ 420,000
Operations/Environmental Services	Drone Jones	Paul Idsvog	Add 3 custodial night time high school supervisors	Night assistance for the 3 daytime district supervisors requested	Will provide more oversight and training to evening staff, cleaner facilities and reduce unreported absences.	STU-Increase Student Engagement in the school and community	Ensure sites are clean and safe for instruction on a daily basis	S039 - Supervisor, High School Plant	261	3.00			Ongoing	\$ 341,445
Operations/Environmental Services	Drone Jones	Paul Idsvog	Add Manager I position that Grounds Supervisor's will report directly to.	Position will coordinate training for grounds team. Communicate with site admin and grounds supervisors with duties related to grounds services district wide.	Will be responsible for grounds quality control, ensuring grounds maintenance is performed routinely. Monitor our integrated pest management usage plan and evaluate grounds supervisors.	STU-Increase Student Engagement in the school and community	Will ensure sites are thoroughly serviced on a weekly basis and provide direction to grounds department personnel.	E258 - Manager I (General)	261	1.00			Ongoing	\$ 196,646

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements (KPI's)	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days/Week	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs. Ongoing	Amount
Operations/Environmental Services	Drone Jones	Paul Idsvoog	1 - fleet vehicle for new Grounds Manager I FTE	fleet vehicle for Grounds Manager I to visit various sites to support grounds maintenance	Transportation to support daily site grounds services	STU-Increase Student Engagement in the school and community	Assigned Fleet vehicle to New Grounds Manager I					6400 - Equipment	One-time	\$ 65,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Add Grounds Maintenance Worker I positions to establish baseline staffing in Grounds Department	Perform grounds services within the GMWII classification	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide	0018 - Worker, Grnds Maint I	261	4.00			Ongoing	\$ 366,792
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Add Grounds Maintenance Worker IV positions to establish baseline staffing in Grounds Department	Perform grounds services within the GMWII classification	Provide level 2 grounds service to district stadiums per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide	0027 - Worker, Grnds Maint IV Aerator	261	2.00			Ongoing	\$ 210,850
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Add Grounds Maintenance Worker III positions to establish baseline staffing in Grounds Department	Perform grounds services within the GMWIII classification	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide	0026 - Worker, Grnds Maint III Gang R	261	1.00			Ongoing	\$ 99,670
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Add Grounds Maintenance Worker IV positions to establish baseline staffing in Grounds Department	Perform grounds services within the GMWIV classification related to line burning playfields	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide	0022 - Worker, Grnds Maint IV Line Bu	261	1.00			Ongoing	\$ 104,216
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Add Grounds Maintenance Worker IV positions to establish baseline staffing in Grounds Department	Perform grounds services within the GMWIV classification related to tractor operations	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide	0027 - Worker, Grnds Maint IV Aerator	261	2.00			Ongoing	\$ 210,850
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Grounds new equipment to support baseline staffing to achieve a level 2 standard of care district wide	Improve landscape aesthetics and functional turf. Reduce safety concerns due to leveling of fields	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide					6400 - Equipment	One-time	\$ 3,100,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Grounds non-capital equipment	Equipment utilized to perform daily grounds work district wide. With the intent to provide safe functional turf.	Provide level 2 grounds service to sites district wide per APPA standards	STU-Increase Student Engagement in the school and community	Provide functional recreational turf and athletic fields district wide					4400 - Non Capitalized Equipment	One-time	\$ 95,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Funding to support field maintenance and tree service by vendors	Perform professional grounds and tree service work that exceeds the capabilities of district staff	Vendor support for advanced field rehabilitation/tree service projects that will free district staff to perform routine maintenance services	STU-Increase Student Engagement in the school and community	Will allow district grounds personnel the ability to focus on detailed landscape services					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 1,500,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	FY23/24 Electric & Gas projection	Provide OSHA/Health Department comfort standards	FY23/24 Electric & Gas projection	STU-Increase Student Engagement in the school and community	FY23/24 Electric & Gas projection					5511 - Gas & Electric	Ongoing	\$ 2,700,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	FY23/24 Water & Sewer projection	Provide OSHA/Health Department comfort standards	FY23/24 Water & Sewer projection	STU-Increase Student Engagement in the school and community	FY23/24 water & Sewer projection					5515 - Water	Ongoing	\$ 504,235
Operations/Environmental Services	Drone Jones	Paul Idsvoog	SB1383 Composting Requirement for organic waste at all sites	SB1383 Composting Requirement	SB1383 Composting Requirement	STU-Increase Student Engagement in the school and community	SB1383 Composting Requirement					5523 - Garbage Disposal Expense	Ongoing	\$ 300,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Office Assistant II to support Operations Dispatcher	To assist with daily schedules, payroll, answering phones, vacation calendar and processing charge backs	Improve efficiency and provide more detailed support for our stakeholders	STU-Increase Student Engagement in the school and community	Provide better service to sites, employees and customers	W057 - Assistant, Office II	261	1.00			Ongoing	\$ 89,420
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Vendor services for varsity athletic fields			STU-Increase Student Engagement in the school and community	Improved athletic fields					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 750,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	For annual replenishment of non-capital equipment.			STU-Increase Student Engagement in the school and community	For annual replenishment of non-capital equipment.					4400 - Non Capitalized Equipment	Ongoing	\$ 158,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	For annual replenishment of capital equipment.			STU-Increase Student Engagement in the school and community	For annual replenishment of capital equipment.					6400 - Equipment	Ongoing	\$ 128,000
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Farber Support			STU-Increase Student Engagement in the school and community		S039 - Supervisor, High School Plant	261	1.00			Ongoing	\$ 113,815
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Farber Support			STU-Increase Student Engagement in the school and community		0003 - Custodian	261	6.50			Ongoing	\$ 565,371
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Fulton Support			STU-Increase Student Engagement in the school and community		0004 - Plant Coordinator I	261	1.00			Ongoing	\$ 93,879
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Fulton Support			STU-Increase Student Engagement in the school and community		0003 - Custodian	261	2.00			Ongoing	\$ 170,178
Operations/Environmental Services	Drone Jones	Paul Idsvoog	Provide 22 autonomous autoscrubbers to all middle and high schools	Providing autonomous autoscrubbers to maintain gym floors will be labor saving and allow staff to detail additional spaces simultaneously	Will provide a faster and more consistent level of gym floor cleaning	STU-Increase Student Engagement in the school and community	Faster more efficient cleaning of gym floors. Should also reduce work place injuries	STU-Improve Academic Performance at Challenging Levels				6400 - Equipment	One-time	\$ 1,760,000

Department Name	Project Manager	Cabinet Manager	Description of Initiative (Objective)	Schedule/Milestones (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (deep down)	Days/Week	FTE	Object - Description (deep down)	Object - Description (deep down)	One-time vs Ongoing	Amount
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional support needed for preventative maintenance to keep HVAC system running so that failure and interruptions are minimized.	Add additional HVAC Mechanics to perform Preventative Maintenance afterhours and reduction of downtime.	Preventative Maintenance extends the working life of the equipment and reduce maintenance costs. Reduction in equipment failures.	STU-Increase Student Engagement in the school and community	Additional HVAC Mechanics support for preventative maintenance when sites are not occupied.	M008 - Mechanic, Hvac & Refrigeration	261	4.00			Ongoing	\$ 629,316
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional support needed to provide second shift supervision for existing HVAC night crew and preventative maintenance to keep HVAC system running so that failure and interruptions are minimized.	Add additional HVAC Supervisor to supervise HVAC night crew to perform preventative maintenance afterhours and reduction of downtime.	Higher quality of work, productivity, safety and Supervision. Preventative maintenance extends the working life of the equipment and reduce maintenance costs. Reduction in equipment failures.	STU-Increase Student Engagement in the school and community	Additional HVAC Supervisor to provide night supervision for the HVAC Mechanics to support the performance of preventative maintenance when sites are not occupied.	S030 - Supervisor, HVAC/Refrigeration	261	1.00			Ongoing	\$ 177,839
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional support needed for preventive maintenance to keep irrigation system running so that failure and interruptions are minimized.	Add additional Irrigation Specialists to perform Preventative Maintenance.	More timely support, higher quality of work for green space.	STU-Increase Student Engagement in the school and community	Additional Irrigation support for maintaining green space. Additional supports related to increase demands on department.	M016 - Specialist, Irrigation	261	8.00			Ongoing	\$ 948,016
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional Plumbing support needed for aging infrastructure. Preventative maintenance to keep plumbing systems operational so that failure and interruptions are minimized.	Additional Plumbers to relieve duties of other staff. To perform preventative maintenance afterhours, and reduction of downtime.	More timely support, required systems testing, and Preventative Maintenance to be done afterhours that can not be completed during school hours.	STU-Increase Student Engagement in the school and community	Additional plumbing support needed increase demands on the department.	M012 - Plumber	261	3.00			Ongoing	\$ 471,879
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional Plumbing support needed for aging infrastructure. Preventative maintenance to keep plumbing systems operational so that failure and interruptions are minimized.	Additional Plumbers to relieve duties of other staff. To perform preventative maintenance afterhours, and reduction of downtime.	More timely support, required testing, and Preventative Maintenance to be done afterhours that can not be completed during school hours.	STU-Increase Student Engagement in the school and community	Additional plumbing support needed increase demands on the department.	M043 - Lead, Plumber	261	1.00			Ongoing	\$ 165,452
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional support needed to maintain the fencing with the increase of site fencing and electric gates.	Add additional supports to perform Preventative Maintenance and emergency repairs.	More timely support response for fence and electric gate repair.	STU-Increase Student Engagement in the school and community	Additional support needed related to the increase of demands on the department.	M029 - Operator, Equipment II	261	1.00			Ongoing	\$ 143,754
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Additional support needed to maintain the grounds department equipment. To keep equipment so service interruptions are minimized.	Additional Vehicle mechanic to relieve duties of other staff. Reduction of grounds equipment downtime.	Higher Quality of Work, More timely support for grounds equipment repair.	STU-Increase Student Engagement in the school and community	Additional Mechanic Support for Grounds equipment. Additional Support related to increase demands on department.	M009 - Mechanic, Vehicle & Equipment.	261	1.00			Ongoing	\$ 152,495
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Tool/Equipment needed for additional FTE's requested. Support needed for aging infrastructure. Preventative maintenance to keep systems operational so that failure and interruptions are minimized.	Additional tools/equipment needed for additional requested FTE's to relieve duties of other staff. To perform preventative maintenance afterhours, and reduction of downtime.	Preventative Maintenance extends the working life of the equipment and reduce maintenance costs. Reduction in equipment failures and system testing.	STU-Increase Student Engagement in the school and community	Additional tools/equipment to support request FTE's. Additional support related to increase demands and preventative maintenance.				4400 - Non Capitalized Equipment	One-time	\$ 223,000	
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Lasercube program licenses needed to have a paperless process and conform to district standard of a centralized document repository.	Streamline and accelerate critical business processes and protect documents.	Reduce the time of editing, changing and redistributing documents and forms. Cut down on approval cycles and improve document security.	STU-Increase Student Engagement in the school and community	Accessing documents and information faster. Cut down on approval cycles.				5899 - Prof/Consulting Svc & Operating	One-time	\$ 15,000	
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Increase budget for the increase demand of curtain repairs for safety concerns at schools	Additional funding to support reducing the backlog of curtain repairs	More timely support for curtain repairs for the increase demand.	STU-Increase Student Engagement in the school and community	Additional funding for increase demands on department.				5643 - Contract Repair Of Curtains	Ongoing	\$ 100,000	
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Funding for annual deferred maintenance projects.			STU-Increase Student Engagement in the school and community	Funding for annual deferred maintenance projects.				5641 - Contract Repair Of Buildings	Ongoing	\$ 2,500,000	
Environmental Services (Dept 0924)	Lodgerio (Jerry) Jorge	Paul Idsvoog	Increased mold testing and sampling.	Increased mold testing and sampling.		STU-Increase Student Engagement in the school and community					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 120,000	
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Vehicles needed for additional FTE's requested. Support needed for aging infrastructure. Preventative maintenance to keep systems operational so that failure and interruptions are minimized.	Additional vehicles needed for additional requested FTE's to relieve duties of other staff. To perform preventative maintenance afterhours, and reduction of downtime.	Preventative Maintenance extends the working life of the equipment and reduce maintenance costs. Reduction in equipment failures and system testing.	STU-Increase Student Engagement in the school and community	Additional vehicles to support request FTE's. Additional support related to increase demands and preventative maintenance.				6400 - Equipment	One-time	\$ 1,246,000	
Maintenance	Lodgerio (Jerry) Jorge	Paul Idsvoog	Vehicles needed for additional FTE's requested. Support needed for aging infrastructure. Preventative maintenance to keep systems operational so that failure and interruptions are minimized.	Additional vehicles needed for additional requested FTE's to relieve duties of other staff. To perform preventative maintenance afterhours, and reduction of downtime.		STU-Increase Student Engagement in the school and community	Additional vehicles to support request FTE's. Additional support related to increase demands and preventative maintenance.			One-time	Vehicles for new FTE	One-time	##### #	
Transportation	Paul Rosencrans	Paul Idsvoog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Accountant I	Higher Quality of Work, More timely supports	STU-Increase Student Engagement in the school and community	Maximize available funding, Increase timely Payment of Invoices and Payroll, provide additional support to the Bus Shop	W001 - Accountant I	261	1.00			Ongoing	\$ 115,895
Transportation	Paul Rosencrans	Paul Idsvoog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Secretary, Administrative I	Higher Quality of Work, More timely supports	STU-Increase Student Engagement in the school and community	Assist Executive Director with Task to "increase the bandwidth" of the Executive director to take on additional projects	W161 - Secretary, Administrative I	261	1.00			Ongoing	\$ 105,197
Transportation	Paul Rosencrans	Paul Idsvoog	Collapse for Secretary I	W139 - Manager, Department Office		STU-Increase Student Engagement in the school and community		W139 - Manager, Department Office	261	-1.00			Ongoing	\$ (100,350)

Department Name	Budget Manager	Contract Manager	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Measurements/BOIs	Desired Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days (days)	FTL	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Add duty days to position	Higher Quality of Work, More timely supports	STU-Increase Student Engagement in the school and community	Upgrade 5 School Days only Relief Drivers to 12 month. This is needed due to increase in Winter and Summer needs	0011 - Driver, Relief Bus	261	2.00			Ongoing	\$ 199,452
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	0011 - Driver, Relief Bus		STU-Increase Student Engagement in the school and community	Upgrade 5 School Days only Relief Drivers to 12 month. This is needed due to increase in Winter and Summer needs	0011 - Driver, Relief Bus	193	-2.00			Ongoing	\$ (158,951)
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Add duty days to position	Higher Quality of Work, More timely supports	STU-Increase Student Engagement in the school and community	Upgrade 5 School Days only Relief Drivers to 12 month. This is needed due to increase in Winter and Summer needs	0011 - Driver, Relief Bus	261	3.00			Ongoing	\$ 299,178
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	0011 - Driver, Relief Bus		STU-Increase Student Engagement in the school and community	Upgrade 5 School Days only Relief Drivers to 12 month. This is needed due to increase in Winter and Summer needs	0011 - Driver, Relief Bus	193	-3.00			Ongoing	\$ (238,426)
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Business Operations Manager	Higher Quality of Work,	STU-Increase Student Engagement in the school and community	Maximize available funding, Plan for Bus and Fuel System Replacements, Increase timely Payment of Invoices and Payroll, provide additional support to the Bus Shop	E213 - Manager, Business Operations	261	1.00			Ongoing	\$ 194,155
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Additional Position to support Department needs	Higher Quality of Work, More timely supports	STU-Increase Student Engagement in the school and community	Higher Quality of Work, More timely supports, reduce Overtime, add redundant knowledge to the Department	0008 - Dispatcher/Special Education D	261	1.00			Ongoing	\$ 116,966
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with modernizing the Transportation Department, and implementing internal controls and redundant systems.	Tyler Transvers		STU-Increase Student Engagement in the school and community	an integrated solution that provides a seamless user experience in a streamlined system that automates safety, reduces manual processes, and helps improve our level of service. Plan routes, coordinate field trips, schedule preventative maintenance, offer a parent portal, and track GPS data all within the same unified system.				6400 - Equipment		One-time	\$ 133,000
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with modernizing the Transportation Department, and implementing internal controls and redundant systems.	Tyler Transvers		STU-Increase Student Engagement in the school and community	an integrated solution that provides a seamless user experience in a streamlined system that automates safety, reduces manual processes, and helps improve our level of service. Plan routes, coordinate field trips, schedule preventative maintenance, offer a parent portal, and track GPS data all within the same unified system.				5899 - Pro/Consulting Svc & Operating		Ongoing	\$ 61,821
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with modernizing the Transportation Department, and implementing internal controls and redundant systems.	Samsara GPS		STU-Increase Student Engagement in the school and community	It will allow us to quickly identify and correct late routes. This is the base for upgraded Transportation Management Software.				5899 - Pro/Consulting Svc & Operating		Ongoing	\$ 24,000
Transportation	Paul Rosencrans	Paul Idsvog	Add full year of bus passes for students	Samsara GPS		STU-Increase Student Engagement in the school and community	It will allow us to quickly identify and correct late routes. This is the base for upgraded Transportation Management Software.				5810 - Tokens		Ongoing	\$ 562,000
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Cameras		STU-Increase Student Engagement in the school and community	To repair the defective cameras and upgrade to a 6 channel DVR for 106 buses, add windshield to road camera and wide angle mid ship camera				6400 - Equipment		One-time	\$ 255,000
Transportation	Paul Rosencrans	Paul Idsvog	New leadership has been tasked with modernizing the Transportation Department.	Shop Lift		STU-Increase Student Engagement in the school and community	The Hoist in Bay 3 failed inspection on 12/29/22. Hoist has multiple leaks, back column and controls are leaking into the pit. This has been ongoing, vendor will not certify it even with repairs, needs to be replaced. This will significantly impact our ability to service our bus fleet.				6500 - Equipment Replacement		One-time	\$ 260,000

Department Name	Budget Manager	Cabinet Manager	Description of Initiative/Objective	Scheduled Initiatives (Scope of Work)	Measurements/ROIs	Desired Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days	FTL	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Transportation	Paul Rosenkrans	Paul Idvoog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	12 (10 person) vans		STU-Increase Student Engagement in the school and community	This will allow us to best utilize our driver trainees and help with routing, greatly increasing our on time delivery percentage.				6400 - Equipment		One-time	\$ 450,000
Transportation	Paul Rosenkrans	Paul Idvoog	New leadership has been tasked with improving labor relations, modernizing the Transportation Department, and implementing internal controls and redundant systems.	Bus Rodeo Team Trailer		STU-Increase Student Engagement in the school and community	House equipment to train all drivers, Promoting the Bus Rodeo team will help recruit drivers.				6400 - Equipment		One-time	\$ 15,000
Transportation	Paul Rosenkrans	Paul Idvoog	Bus Wash System			STU-Increase Student Engagement in the school and community					6400 - Equipment		One-time	\$ 50,000
Transportation	Paul Rosenkrans	Paul Idvoog	New leadership has been tasked with , initiating redundant systems to protect the Transportation Departments ability to serve our students.	Back up CNG compressor		STU-Increase Student Engagement in the school and community	Currently our back up compressor for CNG is inoperable and too small to make a difference if the main one goes out. Even if our main one is out for a day, it would cause serious issues for us since most of our fleet is CNG.						One-time	\$ 300,000
All Depts	School Sites	School Sites	Allocate 5% to all Departments for inflationary increases for supplies, contract, and equipment	Increase of Inflation	Support continued programs and assist with inflationary cost measures	STU-Improve Academic Performance at Challenging Levels	Assist with inflationary cost pressures and reduce augmentation request				4300 - Materials & Supplies		Ongoing	\$ 3,325,072
School Sites	School Sites	School Sites	Allocate 10% to school enrichment, school site allocations, library for supplies, contract, and equipment	Increase of Inflation	Support continued programs and assist with inflationary cost measures	STU-Improve Academic Performance at Challenging Levels	Assist with inflationary cost pressures and reduce augmentation request				4300 - Materials & Supplies		Ongoing	\$ 700,000
School Sites	School Sites	School Sites	Allocate 10% School Site Title I to support 6% salary increase and inflationary costs	Increase of Inflation	Support continued programs and assist with inflationary cost measures	STU-Improve Academic Performance at Challenging Levels	Assist with salary and benefit increases and inflationary cost pressures				4300 - Materials & Supplies		Ongoing	\$ 689,769
School Sites	School Sites	School Sites	Allocate 10% School Site Supplemental and Concentration to support 6% salary increase and inflationary costs	Increase of Inflation	Support continued programs and assist with inflationary cost measures	STU-Improve Academic Performance at Challenging Levels	Assist with salary and benefit increases and inflationary cost pressures				4300 - Materials & Supplies		Ongoing	\$ 2,124,139
School Sites	School Sites	School Sites	Allocate 10% School Site Supplemental Concentration EL to support 6% salary increase and inflationary costs	Increase of Inflation	Support continued programs and assist with inflationary cost measures	STU-Improve Academic Performance at Challenging Levels	Assist with salary and benefit increases and inflationary cost pressures				4300 - Materials & Supplies		Ongoing	\$ 520,719
Information Technology	David Jansen	Tami Lundberg	Harvard Strategic Data Project Data Fellow (2-year fellowship)	Begin contract in July 2023. Contract runs through June 2025.	Completion of year 1 data and IT governance project milestones	STU-Improve Academic Performance at Challenging Levels	Establish structures, policies, and practices for the strategic governance of data in decision-making and state-reporting/funding improvements to organizational data governance, IT project/program management, and inter-departmental data stewardship				5899 - Prof/Consulting Svc & Operating		One-time	\$ 190,000
Information Technology	Don Soyinhisane	Tami Lundberg	Opening of Bullard FLATS center - remodel of existing district classroom/building, signage, furniture and equipment for staff	Identify location September 2023 Open center January 2024	100% of families in the Bullard region are served by the new FLATS center Increased family satisfaction Reduced time student is without a laptop	FAM-Increase inclusive opportunities for families to engage in their students' education	Opening of Bullard FLATS center - remodel of existing district classroom/building, signage, furniture and equipment for staff				4300 - Materials & Supplies		One-time	\$ 150,000
Information Technology	Don Soyinhisane	Tami Lundberg	Project Manager to oversee the multiple laptops refresh programs (students, teachers, paraprofessional)	Add Project Manager to oversee technology distribution and refresh programs starting July 1, 2023.	Ensure the continued success of the various refresh programs within IT. PM would also work to see where a district refresh/management of technology would benefit the district and end users. Ensuring that all students/teachers/staff have the proper device for their job	STU-Improve Academic Performance at Challenging Levels	Project Manager will oversee established laptop refresh programs. PM will plan the quantity of laptops to be ordered each fiscal year, work to ensure deployment of equipment. Gather feedback from users to ensure project goals are met	E214 - Manager, Project (General)	261	1.00			Ongoing	\$ 179,189
Information Technology	Don Soyinhisane	Tami Lundberg	Technology Support Specialist I for proposed FLATS center in Bullard HS region	Provide technical support for Bullard FLATS center beginning winter 2023	Provide 100% of families in the Bullard region with local access to technology support (laptop repair/replacement, internet access, technical support.)	FAM-Increase inclusive opportunities for families to engage in their students' education	Technology Support Specialist I will provide technical expertise, repair and reimage laptops. Ensure inventory is available to support families and students	W176 - Specialist, Tech Support I	261	1.00			Ongoing	\$ 99,643
Information Technology	Don Soyinhisane	Tami Lundberg	Help Desk Technician for proposed FLATS center in Bullard HS region	Provide phone and in person support for Bullard FLATS center beginning winter 2023	Provide 100% of families in the Bullard region with local access to technology support (laptop repair/replacement, internet access, technical support.)	FAM-Increase inclusive opportunities for families to engage in their students' education	Help Desk Technician will provide phone and in-person support to families that visit the FLATS center	W146 - Technician, Help Desk Support	261	1.00			Ongoing	\$ 96,121
Information Technology	Don Soyinhisane	Tami Lundberg	Customer Service Representative for proposed FLATS center in Bullard HS region	Provide phone and in person support for Bullard FLATS center beginning winter 2023	Provide 100% of families in the Bullard region with local access to technology support (laptop repair/replacement, internet access, technical support.)	FAM-Increase inclusive opportunities for families to engage in their students' education	Customer Service Representative will provide in person customer support to families that visit the FLATS center	W174 - Representative, Customer Services	261	1.00			Ongoing	\$ 91,264

Department Name	Budget Manager	Cabinet Manager	Description of Initiative(s)/Objective(s)	Schedule/Milestones (Scope of Work)	Measurements/ROIs	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Duty Days	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Information Technology	Don Soyinthasane	Tami Lundberg	1000 T-mobile unlimited hotspot plans for students with high usage of data not covered under T-Mobile's 10million project (100gb/year)	Hotspots will be available for students starting July 1, 2023.	All students without home internet and outside of the district's LTE network have access to a T-Mobile hotspot for off-campus learning.	FAM-Increase inclusive opportunities for families to engage in their students' education	1000 T-mobile unlimited hotspot plans for students with high usage of data not covered under T-Mobile's 10million project (100gb/year)					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 204,000
Information Technology	Don Soyinthasane	Tami Lundberg	GoGuardian software - classroom management tool that allows teachers to view student's computer screen in real time and manage digital distractions during instruction (15K license)	Software will be available for teachers starting August 2023.	Provide all teachers with the ability to reduce digital distractions during class	FAM-Increase inclusive opportunities for families to engage in their students' education	GoGuardian software - classroom management tool that allows teachers to view student's computer screen in real time and manage digital distractions during instruction (15K license)					5635 - Other Equip Maintenance	Ongoing	\$ 75,000
Information Technology	Don Soyinthasane	Tami Lundberg	New model of student laptop; Lenovo 300w with faster processor and built in band48 wireless card that will allow laptop to connect to FUSD's private LTE network "Connect2Learn" - 7,000 units for repair/maintenance in SY 23/24.	New laptops	Short term: - improved performance of student devices - improved adoption of LTE network Long term: - eliminates cost of purchasing hotspots - provides students the ability to connect to wifi in more locations	FAM-Increase inclusive opportunities for families to engage in their students' education	New model of student laptop; Lenovo 300w with faster processor and built in band48 wireless card that will allow laptop to connect to FUSD's private LTE network "Connect2Learn" - 7,000 units for repair/maintenance in SY 23/24;					4400 - Non Capitalized Equipment	Ongoing	\$ 700,000
Information Technology	Don Soyinthasane	Tami Lundberg	Add Para support ongoing computers (utilized recovery funds for purchases)			FAM-Increase inclusive opportunities for families to engage in their students' education						4400 - Non Capitalized Equipment	Ongoing	\$ 650,000
Information Technology	Don Soyinthasane	Tami Lundberg	Increase teacher and paraprofessional laptop from 13" to 14" model. Teachers and staff have been asking for larger screens.	Begin ordering new model in July 2023. New model will be in place for subsequent years.	Reduced teacher requests for larger screens	STU-Improve Academic Performance at Challenging Levels	Increase teacher and paraprofessional laptop from 13" to 14" model. Teachers and staff have been asking for larger screens.					4400 - Non Capitalized Equipment	Ongoing	\$ 130,000
Information Technology	Don Soyinthasane	Tami Lundberg	Modernization of classroom technology in 1,000 high school classrooms. (Large format flat panel display, upgraded document camera and laptop charging tower)	High School pilots are underway in the current (22/23) school year. Panels for broad rollout will be ordered in July 2023, and installed between August and October 2023.	All high school classrooms have access to modern interactive classroom technology, that includes a second classroom computer.	STU-Improve Academic Performance at Challenging Levels	Modernization of classroom technology in 1,000 high school classrooms. (Large format flat panel display, upgraded document camera and laptop charging tower)					4400 - Non Capitalized Equipment	One-time	\$ 7,700,000
Information Technology	Kristi Imber-Olivares	Tami Lundberg	Parsec services provide crucial support for continuing to refine and build out our existing district dashboard. Parsec will also provide training and consultation as we rollout this resource to our staff, families, and community members. Parsec will continue to partner with district leaders, school site leaders, and families to create and disseminate student growth reports, district data booklets, and school site data booklets.	Contract will begin in July 2023 and will extend through June 2024.	Increase of data accessibility and transparency in sharing our performance data publicly, while improving the abilities of our families to engage in data-driven conversations with our school sites. Student growth reports will empower families to understand their student's unique academic needs and partner with our school sites toward better student supports for improved academic achievement.	STU-Improve Academic Performance at Challenging Levels	Additional data accessibility and transparency for families and community members toward partnering with our district to engage in conversations about how to best support students toward improving academic outcomes. This dashboard will highlight strengths and surface areas of opportunities.					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 108,000
Information Technology	Philip Neufeld	Tami Lundberg	Expanded subscription and supports for Cisco Firewall and Cisco Umbrella to continue managing risks to students and teachers in their use of the internet and laptops. This cost represents increase in annual costs. Strengthen investments in cybersecurity services, controls and tools.	Payable in July 2023 for BFY 2024.	Continue current security and content filtering services.	STU-Improve Academic Performance at Challenging Levels	Information systems (email, Office 365, network) are more secure and safe for student and staff use; cybersecurity incidents are reduced.					5635 - Other Equip Maintenance	Ongoing	\$ 244,000
Information Technology	Philip Neufeld	Tami Lundberg	Continue supports and subscriptions for Cisco Unified Call Manager (supports all district phones and 911 calls), Cisco Unity (Voice Mail), and Cisco UCCX (for call center agents). This cost represents increase in annual costs.	Begin contract in July 2023. Contract runs through June 2025.	Continue current systems for district phones, 911 calls, voicemail, call trees.	STU-Improve Academic Performance at Challenging Levels	Telephony system remains under support and on up to date version of system to ensure working telecommunication systems in classrooms and administrative areas.					5635 - Other Equip Maintenance	Ongoing	\$ 118,270
Information Technology	Philip Neufeld	Tami Lundberg	Add Systems Administrator	Open Sys Admin position to address growing demand for information systems access beyond campus and increased need to address cybersecurity threats	Increased cybersecurity oversight Reduced cybersecurity risk	STU-Improve Academic Performance at Challenging Levels	Improve access to digital services and devices beyond school as well as reduce cybersecurity risks during use of computers and the internet	W238 - Administrator, Systems	261	1.00			Ongoing	\$ 149,867
Information Technology	Philip Neufeld	Tami Lundberg	Continue to keep network equipment current and performant to meet demands of schooling, teaching, learning and extracurricular activities.	Increase annual network refresh funding to match annual cost increase of 10% on July 1, 2023	Maintain performant network across the district.	STU-Improve Academic Performance at Challenging Levels	Maintain performant network across the district.						Ongoing	\$ -

Department Name	Budget Manager	Cabinet Manager	Description of Initiative (Objective)	Schedule/Milestones (Scope of Work)	Measurements/ROI's	District Goal	Description and Expected Outcomes	Job Code - Description (drop down)	Days (Days)	FTE	Object - Description (drop down)	Object - Description (drop down)	One-time vs Ongoing	Amount
Information Technology	Philip Neufeld	Tami Lundberg	improve internet access for all students beyond school so they can continue to learn and engage in society beyond the school campus.	retrofit 8 Phase I LTE sites with 70' poles to better serve neighborhoods around these locations. Work is dependent on third party and will be completed during BFY 2024.	Reach 25% more households with LTE internet access in neighborhoods surrounding 8 school sites	STU-Improve Academic Performance at Challenging Levels	Provide free home internet access to more students that do not have internet access at home.						One-time	\$ 480,000
Information Technology	Sacri Jansen	Tami Lundberg	High school drone club for precision piloting.	July 2023 - begin clubs at 8 high schools. Expect 10 students per site for Year 1. 20 hours/semester using Drone Legends' instructors. End of school year tournament for high schools.	Engages students that otherwise may not engage in teams/clubs. Provides real-world experience in drone piloting for students	FAM-Increase inclusive opportunities for families to engage in their students' education	July 2023 - begin clubs at 8 high schools. Expect 10 students per site for Year 1. 20 hours/semester using Drone Legends' instructors. End of school year tournament for high schools.					5899 - Prof/Consulting Svc & Operating	Ongoing	\$ 130,000
Information Technology	Tami Lundberg	Tami Lundberg	Add Director - General to lead IT governance: 1) IT Demand Governance - ensure the effective evaluation, selection, prioritization, and funding of competing IT investments; oversee their implementation; and extract (measurable) business benefits 2) IT Supply Side Governance - ensuring that the IT organization operates in an effective, efficient and compliant fashion	Post position July 2023, hire and onboard by September 2023.	Year 1 objectives: Partner with departments & sites to develop district data governance Create intake, evaluation and prioritization process for IT requests Formalize ROI process for IT initiatives Lead IT process automation	STU-Improve Academic Performance at Challenging Levels	Build IT governance organization to ensure the effective and efficient use of IT in enabling the district to achieve its goals. Ensure the effective evaluation, selection, prioritization, and funding of competing IT investments; oversee their implementation; and extract (measurable) business benefits. Ensuring that the IT organization operates in an effective, efficient and compliant fashion.	E219 - Director, General	261	1.00			Ongoing	\$ 235,863