



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

AGENDA
WEDNESDAY, MAY 24, 2023
***4:30 P.M. (CLOSED SESSION) *6:30 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. 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 or during the Board’s consideration of the item.

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

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

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

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

PLEDGE OF ALLEGIANCE

Student John Salas and Speech Language Pathologists Carl D'Souza and Misty Carlson will lead the flag salute.

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. Executive Officer
 - c. Principal
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case (1)

***6:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Student Board Member Joseph Aquino will lead the flag salute.

HEAR Reports from Student Board Representatives

Hear comments and reports from Student Board Representatives from Edison High School. Contact person: Dr. Natasha Baker, telephone 457-3731.

RECOGNIZE Student Board Representatives for the 2022/23 School Year

The Board of Education and Superintendent wishes to recognize Student Board Members Joseph Aquino, Hoover High School, and Kristen Laus, Sunnyside High School, for serving on the Board during the 2022/23 school year. 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 May 10, 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 draft minutes for the April 20, 2023, Board of Education workshop and the April 26, 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, ADOPT Resolution Proclaiming May 2023 as Better Hearing and Speech Month

Included in the Board binders is a Resolution recognizing May 2023 as Better Hearing and Speech Month. Fresno Unified School District urges all schools and individual citizens to participate in Better Hearing and Speech Month to become better educated and join together in raising awareness and knowledge of communication disorders. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA – continued

A-5, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

Included in the Board binders are Resolutions 23-51 through 23-66 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 24, 2023, until revoked or superseded. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district. Contact person: Patrick Jensen, telephone 457-6226.

A-6, APPROVE Revised 2022/23 Certificated Management Schedules

Included in the Board binders are the 2022/23 Revised Certificated Management Salary Schedules. The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual Board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Revised 2022/23 Classified Y-Rated Hourly Salary Schedule

Included in the Board binders is the revised 2022/23 Classified Y-Rated Hourly Salary Schedule. The reason for bringing the revised 2022/23 Classified Y-Rated Hourly Salary Schedule for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Human Resources budget. Contact person: David Chavez, telephone 457-3548.

A-8, APPROVE Revised 2022/23 Operations Hourly Salary Schedule

Included in the Board binders is the revised 2022/23 Operations Hourly Salary Schedule. This is in accordance with the Tentative Agreement between the Fresno Unified School District and the Service Employee International Union, Local 521 regarding the parties' negotiated Tentative Agreement to fully and finally resolve the parties' successor contract negotiations for the 2022/23 school year. This reflects the hourly salary increase retroactive to July 01, 2022. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Operations budget. Contact person: David Chavez, telephone 457-3548.

A-9, APPROVE Proposed Revisions for Board Bylaws

Included in the Board binders are proposed revisions for the following ten Board Bylaws (BB) and one Administrative Regulation (AR):

A. CONSENT AGENDA – continued

- BB 9000 Role of the Board (Powers and Responsibilities)
- BB 9001 Management Oversight (DELETE)
- BB 9012 Board Member Electronic Communications
- BB 9110 Regular and Student Members; Terms of Office
- BB 9220 Governing Board Elections
- BB 9223 Filling Vacancies
- BB 9310 Policy Manual (DELETE)
- AR 9311 Board Policies (DELETE)
- BB 9312 Board Bylaws (DELETE)
- BB 9313 Administrative Regulations (DELETE)
- BB 9314 Suspension of Policies, Bylaws, Administrative Regulations (DELETE)

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-10, APPROVE Agreement with Central Valley Regional Center, Incorporated

Included in the Board binders is an agreement with Central Valley Regional Center (CVRC), Incorporated to provide early intervention services for infants and toddlers between the ages of birth to 36 months, who reside within Fresno Unified School District, who are clients of CVRC and have an Individual Family Service Plan. This agreement is effective July 01, 2023, and ends June 30, 2026. This is an ongoing three-year agreement between Central Valley Regional Center, Incorporated and Fresno Unified School District. The Superintendent recommends approval. Fiscal impact: Local revenue received from Central Valley Regional Center, Incorporated to serve infants and toddlers' birth to 36 month of age who have an Individual Family Service Plan. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-11, APPROVE Agreements for Extended Learning Summer Camp Enrichment Services

Included in the Board binder is a list of agreements with prequalified vendors which Extended Learning will partner with for upcoming summer camps and programs for the 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$6,293,397 are available in the Expanded Learning Opportunity Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-12, APPROVE Agreement with Mindsets Learning, Inc.

Included in the Board binders is an agreement with Mindsets Learning, Inc. to provide a math program called "Mindsets Learning Challenges." It is designed to improve educational outcomes for students through authentic real-world learning

A. CONSENT AGENDA – continued

challenges as part of the 2023 Summer Session. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,213,875 are available in the Expanded Learning Opportunities Program After School Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-13, APPROVE Agreement with The Regents of University of California

Included in the Board binders is an agreement with The Regents of University of California for the Doctors Academy program which started in 1999 at Sunnyside High School. It is a partnership between University of California, San Francisco, Fresno Latino Center for Medical Education and Research (LaCMER) and Fresno Unified. LaCMER was founded to address the shortage of Latino physicians and other healthcare professionals in the San Joaquin Valley, to nurture the development of individuals to become healthcare professionals who will return to the San Joaquin Valley and provide culturally competent healthcare services to the medically underserved. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$715,192 are available in the General Fund. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-14, APPROVE Amendment to Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

Included in the Board binders and recommended for approval is the Amendment to Purchase and Sale Agreement and Escrow Instructions for the purchase of an existing 4-story office building (approximately 50,085 sq. ft.) and adjacent parking lot (approximately 10,890 sq. ft.) located at 2011 Fresno Street. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the General Fund for the additional \$57,778 that will be needed to purchase the property and close escrow. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement

Included in the Board binders is information on Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning/Energy Management System (HVAC/EMS) Replacement Project. Staff recommends award to the lowest responsive, responsible bidder: Section A: Strategic Mechanical, Inc. (Fresno, California) \$2,666,014, Section B: Strategic Mechanical, Inc. (Fresno, California) \$1,304,384. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,970,398 are available in Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-16, APPROVE Award of Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade

Included in the Board binders is information on Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade. The project will replace the electrical panels and feeders serving the classroom wings, administration office, and multi-purpose room. Staff recommends award to the lowest responsive, responsible bidder: Smith Mechanical Electrical Plumbing (Santa Maria, California) \$ 326,297. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$326,297 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Bid 23-48, Turf Rehabilitation at Various Sites

Included in the Board binders is information on Bid 23-48, Turf Rehabilitation at Various Sites, to replace/improve playground turf at Figarden, Kirk, Lane and Malloch Elementary Schools and Terronez Middle School. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix. Staff recommends award to the lowest responsive, responsible bidders: Section A: Nish-ko, Inc. (Fresno, California) \$509,405, Section B: Briner & Son, Inc. (Fresno, California) \$542,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,051,405 are available in the Community Development Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Award of Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning Energy Management System Replacement Project

Included in the Board binders is information on Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning (HVAC) Energy Management System Replacement Project. The project will improve classroom ventilation and heating/air conditioning by replacing roof top HVAC units, and energy management systems. The project also includes roof replacement at Muir and Winchell Elementary Schools. Staff recommends award to the lowest responsive, responsible bidder: Section A: Strategic Mechanical, Inc. (Fresno, California) \$3,242,289, Section B: Strategic Mechanical, Inc. (Fresno, California) \$2,852,031. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$6,094,320 are available in Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-19, APPROVE Award of Request for Qualifications 23-21S, Custom Printing

Included in the Board binders is information on Request for Qualifications (RFQ) 23-21S, Custom Printing to supplement the pool of qualified vendors approved by the Board on February 22, 2023. Staff recommends approving a list of qualified vendors to provide custom printing services on an as needed basis for a three-

A. CONSENT AGENDA – continued

year period beginning June 01, 2023. The Superintendent recommends approval. Fiscal impact: Funding is available through site budgets. Custom Printing services were approximately \$6,563,885 last fiscal year. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, APPROVE Rejection of Request for Proposals 23-45, Event Planner Services

Included in the Board binders is information on Request for Proposals (RFP) 23-45 to select a qualified vendor to provide event planner services. The district is seeking a vendor to lead, plan and host four district annual events: the State of Education Gala, Excellence in Education Awards, the Retirement Dinner, and Convocation. Staff recommends rejecting all proposals and to rebid in the future as a Request for Qualification to qualify a group of vendors to provide these services. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Nikki Henry, telephone 457-3733.

A-21, RATIFY 2022/23 Agreement with The Resiliency Center of Fresno

Included in the Board binders is an agreement for ratification with The Resiliency Center of Fresno (formally the Fresno Chaplaincy program). The Resiliency Center of Fresno provides student mentoring for first grade classrooms as part of their Resilience in Student Education (RISE) Program. The program is available for all elementary schools but currently services 25 of our 65 elementary schools. Mentoring is coordinated through the center directly with school site administrators and paid for through the Safety and Security Department. The program fees are \$500 per semester for each school site served. Funds are designated in the current 2022/23 Safety and Security Department budget. Total Cost for this school year is not expected to exceed \$30,000. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$30,000 are available in the Safety and Security Department budget. Contact person: Misty Her, telephone 457-3633.

A-22, RATIFY Agreement with Grafton School, Incorporated

Included in the Board binders is an agreement with Grafton School, Incorporated. Grafton School Inc. provided UKERU training to 20 staff members for the Special Education Department. These participants are now certified as trainers and able to train other staff. Grafton School, Inc., provides training which is a trauma informed behavior management system that will supplement the Crisis Prevention Institute in some of the district's specialty programs. This agreement commenced February 01, 2023, as a one-day training. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$20,476 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA – continued

A-23, RATIFY Addendum to Agreement with Education Behavior Consultants

Included in the Board binders is an addendum to the agreement with Education Behavior Consultants in the amount of \$400,000. Education Behavior Consultants has an approved agreement with Fresno Unified School District in the amount of \$765,000 executed on June 15, 2022, as part of the annual agreement process. This agreement commenced April 11, 2023, and ends June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$400,000 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-24, RATIFY Addendum to Agreement with PresenceLearning, Incorporated

Included in the Board binders is an addendum with PresenceLearning, Inc. in the amount of \$60,000. PresenceLearning, Inc. has an approved agreement with Fresno Unified School District in the amount of \$25,000 executed on December 08, 2022. This addendum will provide additional psychological education services due to the growing demand of special education referrals following COVID-19 distance learning. Continued services ensure steady coverage and support for students with Individualized Education Programs. This addendum commenced April 01, 2023, and ends June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$60,000 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-25, RATIFY Addendum to Agreement with New Life Physical Therapy Services, dba Goodfellow Therapy

Included in the Board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of \$318,800. New Life Physical Therapy Services currently has an approved agreement with Fresno Unified School District in the amount of \$273,600 executed on June 15, 2022. This addendum allows for an additional two full-time equivalent in-person Speech Language Pathologist positions and an additional three Speech Language Pathologist Assistant positions. This addendum began February 01, 2023, and will end June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$318,800 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-26, RATIFY Addendum to the Agreement with The Stepping Stones Group

Included in the Board binders is an addendum to the agreement with The Stepping Stones Group in the amount of \$2,675,400. The Stepping Stones Group currently has an approved agreement with Fresno Unified School District in the amount of \$1,620,000 executed on June 15, 2022. This addendum began March 31, 2023, and will end June 30, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$2,675,400 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA – continued

A-27, RATIFY Change Orders

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

- Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building, Change Order 6 presented for ratification: \$63,178
- Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 7 presented for ratification: \$54,241
- Bid 22-27, Addicott Elementary School Path of Travel Improvements, Change Order 2 presented for ratification: \$17,219
- Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements, Change Order 3 presented for ratification: \$28,403, Change Order 4 presented for ratification: \$7,965
- Bid 22-37, Kirk Elementary School Sitework Improvements, Change Order 1 presented for ratification: \$56,372

The Superintendent recommends ratification. Fiscal impact: \$117,419 is available in the Measure M Fund for Bids 21-41 and 22-01, and \$109,959 is available in the School Facilities Fund for Bids 22-27, 22-34, and 22-37. Contact person: Paul Idsvoog, telephone 457-3134.

A-28, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the following projects, completed according to plans and specifications.

- Bid 22-15, Edison High School Multipurpose Room HVAC Replacement
- Bid 22-27, Addicott Elementary School Path of Travel Improvements
- Bid 22-37, Kirk Elementary School Sitework Improvements

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

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

B-29, PRESENT and DISCUSS English Language Learners Sign on Letter Presentation by GO Public Schools

Go Public Schools' English Language Learners sign on letter is a collective effort of caregivers, students, district personnel and a variety of other community-based organizations and includes recommendations for the district to include as they undertake revisions to the master plan for English language learners. Contact person: Carmen Zamora, telephone 460-7740.

***7:20 P.M.**

B-30, DISCUSS and ADOPT the Proposed Curriculum Recommendations for Elementary Science

Included in the Board binders for discussion and adoption are the proposed curriculum recommendations for kindergarten through sixth grade science. The prior textbook was adopted in 2008 published by Harcourt and no longer in print, lacking digital resources and does not provide science kits for hands on learning. Next Generation Science Standards were adopted by the state in 2013, prompting the need for a new adoption. Secondary science adoptions were completed in 2019, with Physics purchased in 2022. The recommendation for instructional materials is a result of a deep review by teachers, students, parents, and department staff. The Superintendent recommends adoption. Fiscal impact: Funding is available through the textbook allocation. Contact person: Dr. Natasha Baker, telephone 457-3731.

***7:40 P.M.**

B-31, PRESENT and DISCUSS the State's May Revised Budget Proposal

Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2022/23 by Monday, May 15, 2023. On May 24, 2023, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

***8:00 P.M.**

B-32, PRESENT and DISCUSS the 2023/24 Strategic Budget Development

The 2023/24 Governor's Proposed Budget was released on January 10, 2023. On May 24, 2023, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

B. CONFERENCE/DISCUSSION AGENDA-continued

***8:20 P.M.**

B-33, DISCUSS and APPROVE the Fresno Unified Expanded Learning Opportunities Program Funding Plan

Included in the Board binders is a presentation of the Fresno Unified Expanded Learning Opportunities Program (ELOP) Funding Plan. The presentation will include information on focuses, strategies and methods that the Extended Learning Department proposes to implement in order to meet the ELOP funding requirements from the California Department of Education including expanding after school programs and intersession for all Unduplicated Pupils in transitional kindergarten through sixth grade. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

C. RECEIVE INFORMATION & REPORTS

C-34, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2023, through April 30, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2023, through April 30, 2023, in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-35, RECEIVE the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2022/23

Included in the Board binders is the third quarterly investment report for the period ending March 31, 2023. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

**NEXT SCHEDULED MEETING
BOARD WORKSHOP, TUESDAY, MAY 30, 2023
BOARD MEETING, WEDNESDAY, JUNE 14, 2023**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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:

A blue ink signature of Manjit Atwal, consisting of stylized initials and a surname.A blue ink signature of Robert L. Nelson, written in a cursive style.

Date: May 24, 2023

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

ELECTIONS**Certificated Personnel**

1083441	Reid	Christopher	Specialist, Resource, Sp Ed	Fort Miller Middle School	5/8/2023
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Classified Personnel

1074402	Arteaga	Myra	Paraprof, After Schl/Ext Day	Greenberg Elementary	5/11/2023
1083123	Barajas-adame	Juan	Assistant, Resrce Cnslg	Gibson Elementary	5/2/2023
1078815	Cavazos	Clarissa	Assistant, School Office	Thomas Elementary	4/11/2023
1081746	Clark	Breshanae	Specialist, Hum Res Data II	Human Resources	5/8/2023
1067530	Constante	Aliyah	Technician, Program	Teacher Development	4/5/2023
1083438	Elia	Jennifer	Accountant I	Fiscal Services	5/8/2023
1074677	Herrera	Stephanie	Specialist, Hum Res Data II	Human Resources	4/21/2023
1083490	Looper	Elgia	Plumber	Maintenance And Operations	5/22/2023
1083477	Ramirez - Garcia	Lizette	Paraprof, Instructional Asst	Columbia Elementary	5/9/2023
1083466	Rodriguez	Olivia	Paraprof, Instructional Asst	Hamilton School	5/9/2023
1083394	Rubio-Jauregui	Guadalupe	Paraprof, Child Development Bilingual	Calwa Elementary	4/28/2023
1081596	Thompson	Ozell	Assistant, Campus Safety	Roosevelt High School	5/9/2023
1083492	Vargas	Rosie	Nutrition Services Assistant	Nutrition Services	5/15/2023
1068895	Vinton	Veronica	Nurse, Vocational License	Health Services	5/15/2023
1065076	Walker	Esther	Assistant, Campus Safety	Bullard High School	5/1/2023
1079012	Zaragoza	Helen	Paraprof, After Schl/Ext Day	Hamilton School	5/10/2023

RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

1047376	Barajas	Elia	Teacher, Senior High	Roosevelt High School	5/7/2023
1078144	Becerra	Liliana	Teacher, Elementary	Heaton Elementary	6/16/2023
1081124	Bell	John	Teacher, Middle School	Hamilton School	6/8/2023
1079078	Bridges	Wyatt	Teacher, Elementary	Figarden Elementary	6/8/2023
1081608	Bromley	Reanna	Teacher, Middle School	Wawona K-8 School	6/30/2023
1081688	Chavez	Marcos	Teacher, Middle School	Wawona K-8 School	6/30/2023
1004963	Clark	Paulette	Teacher, Elementary	Holland Elementary	6/8/2023
1081651	Funk	Kelli Ann	Teacher, Handicapped, Severely	Bullard High School	6/16/2023
1013098	Harris	David	Teacher, Middle School	Tenaya Middle School	6/8/2023
1071398	Harrison	Mysti	Teacher, Spec Assgn	Special Ed	6/30/2023
1075962	Jano	Paige	Teacher, Senior High	Mclane High School	6/9/2023
1067462	Kerner	Pinky	Teacher, Autistic, Sdc	Malloch Elementary	9/4/2023
1031191	Lang	Joseph	Teacher, Elementary	Tatarian Elementary	6/9/2023
1076081	Maldonado	Celia	Teacher, Bilingual	Centennial Elementary	5/8/2023
1076112	Medina	Anthony	Teacher, Senior High	Sunnyside High School	6/8/2023

1079104	Misakian	Kevin	Teacher, Senior High	Hoover High School	6/8/2023
1078984	Myers	Emily	Teacher, Senior High	Hoover High School	6/8/2023
1037598	Navarro	Sue	Teacher, Library, Media	Fresno High School	6/12/2023
1069332	Suvanto	Daniel	Teacher, Senior High	Duncan Polytechnical	6/8/2023

Classified Personnel

1069165	Acosta	Vanessa	Assistant, Noontime	Eaton Elementary	12/16/2022
1004548	Alberty	Danny	Assistant, Campus Safety	Edison High School	7/28/2023
1011251	Carrasco	Mary	Paraprof, Resource Lab	Rowell Elementary	6/8/2023
1081970	Cortez	Lynda	Assistant, Noontime	Holland Elementary	5/23/2023
1083055	Gray	Cassandra	Assistant, Noontime	Gibson Elementary	5/2/2023
1050150	Harris	Jennifer	Paraprof, Moderate/Severe	IMC Special Ed	5/15/2023
1082892	Leyva Lopez	Luis	Specialist, Tech Support II	Technology Services	5/10/2023
1078252	Lopez	Skylar	Assistant, Noontime	Starr Elementary	6/10/2022
1011164	Martinez	Richard	Worker, Grnds Maint II	Plant Operations	4/14/2023
1083291	Martinez	Rosemary	Assistant, Noontime	Greenberg Elementary	5/3/2023
1078478	Olaguez-Figueroa	Malynaly	Assistant, Noontime	Heaton Elementary	8/31/2022
1081742	Ortiz Zarante	Jorge	Custodian	Winchell Elementary	3/7/2023
1038472	Ramirez	Maria	Nutrition Services Assistant	Food Services	8/13/2023
1053446	Reeves	Bill	Specialist, Electronics Serv	Maintenance And Operations	7/15/2023
1049261	Sauceda	Donna	Paraeducator, Autism	Holland Elementary	6/30/2023
1042481	Vang	Dang	Paraprof, Resource Lab	Adult Ed 5% Tech	4/28/2023
1045176	Walker	Erika	Driver, Bus	Transportation	6/8/2023
1011567	Williams	Pamela	Paraprof, Moderate/Severe	Hoover High School	7/31/2023
1049686	Xayavong	Souththy	Nutrition Services Assistant	Nutrition Services	5/31/2023

Management Certificated

1005892	Delacruz	Sylvia	Vice Principal I	Addams Elementary	7/31/2023
1043289	Stenfort	Karina	Principal II	Winchell Elementary	6/30/2023
1017986	Vargas	Ray	Vice Principal III	Edison High School	7/7/2023

Management Classified

1082251	McCloud	Corey	Manager II, General	Health Safety & Emergency Services	3/15/2023
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PROBATIONARY RELEASE

Classified Personnel

1046428	Parsons	Jessica	Resource Counseling Assistant	Edison High School	5/8/2023
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LEAVE REQUEST

Classified Personnel

1041432	Her	Chang	Custodian	Plant Operations	5/22/2023
1080436	Macias	Merena	Nutrition Services Assistant	Nutrition Services	4/18/2023
1068043	Moua	Sao	Assistant, Campus Safety	Hamilton School	5/8/2023

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1047376	Barajas	Elia	Teacher, Senior High	Roosevelt High School	5/7/2023
1074693	Torres	Vincent	Teacher, Senior High	Bullard High School	5/3/2023

PROMOTIONS

Classified Personnel

1044562	Aguilar	Janet	Paraprof, Instructional Asst	Figarden Elementary	4/25/2023
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1067384	Ambra Jr	Anthony	Plant Coordinator I	Rata	2/16/2023
1071763	Bejarano	Mirna	Plant Coordinator I	Cambridge Continuation High	11/21/2022
1052779	Beltran	Eulogio	Worker, Grnds Maint I	Maintenance & Operations	9/21/2022
1074460	Bott	Daniel	Plant Coordinator I	Packaging Center	4/27/2023
1070059	Bussard	Kevin	Plant Coordinator II	Tenaya Middle School	7/21/2022
1082809	Callicott	Quinton	Specialist, Tech Support II	eLearn Academy	4/28/2023
1067396	Camarce	Jefferson	Worker, Grnds Maint III Chippe	Maintenance & Operations	2/6/2023
1069508	Castaneda	David	Driver, Truck	Warehouse	12/14/2022
1078497	Cortez Vasquez	Alba	Specialist, Hum Res Data II	Human Resources	5/8/2023
1065844	Cruz	Elsie Veronica	Driver, Truck	Nutrition Center	3/13/2023
1065899	Cruz	Gabriel	Plant Coordinator II	Tioga Middle School	3/9/2023
1071361	Cushing	Johnathan	Worker/Driver, Warehouse I	Warehouse	3/20/2023
1048676	Fabela	Stevan	Driver, Relief Bus	Transportation	2/22/2023
1026818	Fonseca	Carlos	Dispatcher/Special Education D	Transportation	4/21/2023
1061621	Garcia	Gerald	Worker, Grnds Maint I	Plant Operations	9/12/2022
1039798	Garcia-Navarrete	Jose	Plant Coordinator I	Pyle Elementary	4/6/2023
1038681	Gomez	Everado	Driver, Bus	Transportation	3/29/2023
1070998	Hernandez Castro	Luis	Worker/Driver, Warehouse I	Warehouse	3/20/2023
1071360	Ibarra	Omar	Worker, Grnds Maint I	Plant Operations	9/21/2022
1068179	Jones	Anita	Driver, Relief Bus	Transportation	10/3/2022
1076294	Kam	Eddie	Worker, Grnds Maint I	Plant Operations	9/21/2022
1066511	Kha	Neng	Nutrition Serv Sr Assistant	Fresno High School	5/2/2023
1046901	Lee	Mai Chue	Custodian, PE Male/Female	Fresno High School	8/19/2022
1062691	Lee	Ngia	Secretary, Administrative II	Elementary Division Area III	5/15/2023
1067392	Lee	Yia	Worker, Grnds Maint I	Plant Operations	9/21/2022
1069739	Lepe	Kwani	Plant Coordinator I	Phoenix Acad Elementary-Dcads	5/4/2023
1075867	Mansanalez	Roy	Worker, Grnds Maint I	Plant Operations	9/21/2022
1069188	Martinez	Andrew	Worker, Grnds Maint IV Tree Tr	Maintenance & Operations	2/6/2023
1060906	Mendoza	Esser	Plant Coordinator I	Homan Elementary	1/17/2023
1068079	Meza Jr	Fortino	Driver, Relief Bus	Transportation	10/3/2022
1069975	Morales Jr.	Robert	Worker, Grnds Maint III Chippe	Maintenance & Operations	2/6/2023
1061003	Moua	Tracy	Assistant, Attendance Records	Edison High School	5/17/2023
1064809	Puente	Anthony	Plant Coordinator I	Farber Educational Campus	12/7/2022
1014062	Rontelli	Pete	Supervisor, High School Plant	Maintenance & Operations	12/27/2022
1049423	Rosales-Gutierrez	Armida	Plant Coordinator II	Yosemite Middle School	8/23/2022
1076287	Silva	Bethuel	Plant Coordinator I	Wilson Elementary	7/21/2022
1065622	Soto	Luis	Custodian, PE Male/Female	Fresno High School	3/14/2023
1047738	Thomas	Randel	Custodian, Lead	Fresno High School	8/4/2022
1040078	Tovar	Brian	Worker, Grnds Maint I	Maintenance & Operations	9/21/2022
1065021	Valencia	Peter	Plant Coordinator I	Hidalgo Elementary	2/27/2023
1073181	Vang	Ge	Worker, Grnds Maint I	Maintenance & Operations	9/21/2022
1051184	Vang	Maykeu	Plant Coordinator I	Wishon Elementary	3/21/2023
1050822	Velazquez	Saul	Liaison, Home/School Spanish	Jefferson Elementary	9/2/2022
1066050	Vue	Jacky	Plant Coordinator I	Gibson Elementary	3/21/2023
1065901	Vue	Steven	Custodian, PE Male/Female	Edison High School	12/5/2022
1062839	Xiong	Lee	Worker, Grnds Maint I	Maintenance & Operations	9/21/2022
1028029	Xiong	Pa	Plant Coordinator II	Hamilton School	3/3/2023

1061447	Xiong	Vour	Manager, Auditorium Operations	Fresno High School	12/7/2022
1047532	Xiong	Xor	Plant Coordinator I	Aynesworth Elementary	3/13/2023
1046552	Yang	Peter	Plant Coordinator I	Lane Elementary	7/14/2022
1075611	Yang	Tongva	Custodian, PE Male/Female	Sunnyside High School	10/25/2022
1060907	Yang	Tony	Worker, Grnds Maint I	Maintenance & Operations	9/21/2022
1047740	Yang	Yia	Custodian, Lead	Maintenance & Operations	12/5/2022

Management Classified

1070978	Her	Choua	Analyst, General	Benefits & Risk Management	5/8/2023
1020476	Shamlin	Kristin	Manager III, General	State & Federal Programs	5/8/2023
1029502	Widyanto	Laurence	Administrative Analyst, REA	Human Resources	5/8/2023

Management Certificated

1063422	Reynolds	Lora	Manager II, Regional Instruct	Special Ed	4/24/2023
1020021	Santos	Rick	Principal II	Phoenix Elementary	8/1/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 April 20, 2023, Board of Education workshop and the April 26, 2023, regular Board 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 WORKSHOP

Fresno, California

April 20, 2023

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

At a Workshop of the Board of Education of Fresno Unified School District, held on April 20, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, Student Member Aquino, and Board President Islas. Superintendent Dr. Nelson was also present.

Board President Islas CONVENED the Board Workshop at **5:06 p.m.**

PLEDGE OF ALLEGIANCE

Teresa Morales-Young led the Flag Salute.

BOARD WORKSHOP AGENDA ITEM

PRESENT and DISCUSS an Overview of the Fresno Unified Literacy Initiative

Staff presented an overview of the district's new literacy initiative which will include the establishment of a literacy task force and campaign. In August 2023, Fresno Unified will launch a literacy initiative with an emphasis on reading on grade level by the end of first grade. Staff shared background, literacy practices, and key events leading to the launch.

Superintendent Dr. Nelson: Thanked everyone for being present. Expressed the importance of rallying the community and connecting around one topic of primary interest to everyone and how the literacy of students is fundamental to everything they will do from this point forward in their lives. Thanked the team that produced this work. Commented today's presentation is a high-level view as to why this is a priority and to stress the importance of all students, teachers, families, and community understanding this is a focus and commitment Fresno Unified is working to attain. The effort to change chronic economical difficulty starts with literacy at foundational ages. That is the purpose of why we are here today.

Dr. Natasha Baker welcomed everyone to the Literacy Board Workshop. Dr. Baker provided an overview of the presentation goals. Commented Literacy is a

fundamental skill that has the power to transform lives and communities. It is crucial we work together to improve literacy rates and promote a culture of reading and learning. Commented throughout the workshop opportunities would be provided to share ideas, learn from one another, and hear of current and upcoming strategic planning to launch a Literacy Campaign in August of 2023.

After the presentation, Board members had an opportunity to provide comments or ask questions. A summary is as follows:

Member Levine: Thanked staff for the presentation. Glad to be tackling this important topic and being transparent in how far we have to go and how far we are behind. Requested clarity as to how many Transitional Kindergarten (TK) classes have been added this year. Commented the expansion is great for the pre-kindergarten (PreK) side. Member Levine shared concern heard from some TK teachers of TK and PreK increasingly being treated as one-and-the same, not entirely but more than should. They are distinct, essentially TK is a two-year kindergarten program, so whether around assessments or especially learning materials, what I have heard is we are going backwards to PreK rather than upwards to kindergarten. Heard in the past using Wonders and now moving away from Wonders in direction of PreK so would like clarity if program is intentional about TK curriculum. Course materials wise online and in print have they been changed in the recent past and if so, what is the reason. Stepping into new initiative whether around concrete numbers what does success look like? As a Board how do we hold the district accountable?

Member Thomas: Are we using Universal Design for Learning (UDL) now, is it only used with special education students, how is the district implementing UDL. Is the district using UDL across all grades. Is it a goal to have all teachers trained in UDL? Asked how the district is going to help students with penmanship. What is the district's family engagement plan, and how will it be tracked?

Clerk Wittrup: Shared excitement for this work. Shared from perspective of being the first literacy coach in the district. Commented literacy/reading is a passion for her because kids that can read can do anything, it is the most important thing to be taught, the foundational part of reading and the love of reading.

Commented on visits to classrooms where teachers were teaching reading and understood how to teach reading. Commented, unfortunately, that is not what is seen the most in visits where purpose is to observe reading instruction and reading interventions. What we say and do here at the high-level view all sounds good, the district response to questions asked is good and valid but there is a disconnect between what is said at the Board workshop and what is actually happening in our classrooms. Commented on having seen it first-hand.

Commented on what is seen more often during visits to classrooms is a mismatch of ineffective practices, many coloring pages, many worksheets, and

misunderstanding of how to teach reading instruction. From one school to the next interventions are voluntary or chaotic or archaic with no way to measure effectiveness. Commented the district needs to be much more explicit in what it is doing to help students catch up to grade level. While the district is returning to pre-pandemic levels is great, it is not where to stop would like to see goals tied to outcomes. Clerk Wittrup asked when will the district be in the top 50, because that is the expectation.

Commented on providing names of excellent teachers ready to retire and would like them on the Taskforce. Requested to see Horton-Gillingham in interventions, and leveled readers beyond Wonders. Shared example of decodable readers used at Malloch Elementary School to supplement the Wonders curriculum. Commented the district must have the very best reading instruction the first time, to be assessed regularly, with progress monitored; if teachers are not monitoring for progress and adjusting instruction it is a waste. Commented classroom visitations are missing from what was presented. Requested to see classroom visits by top administration with purpose to look at reading instruction. Commented does not want to see student referrals to special education because there are no interventions at the school site, which happens often. Effective interventions need to be in place. The information today is good for a high-level view, but needs to be nailed down, teachers need to be involved, this is not voluntary because the district's results stink and our kids deserve better. Expressed appreciation for everybody's effort in this work. Asked staff again, can you put Fresno Unified in the top 50 and when can it be done.

Member Davis: Requested clarity on Desired Results Developmental Profile (DRDP); specifically, when teacher discovers a student does not know what they should, what are the immediate interventions. How quickly are interventions in place. Commented on looking forward to the literacy planning team. Asked staff not to be afraid of the results or the commitments being asked of the parents and the community.

Member Cazares: Added to DRDP conversation, shared as a parent of students in elementary grades did not know what the red, green, yellow status on test results meant. Asked how parents are to interpret and understand what those assessments mean for their child's future. Commented as a parent of the district for 23 years would like to be on the taskforce to be part of planning and not just receive a finished product. Asked how enrollment is aligning to projected enrollment. Asked if the district met last year's projected enrollment? Asked if the Taskforce planned to have a reading specific instructional teacher assigned to PreK and TK grades as a support, since the focus for those grades is to be taught reading, a love of reading and education, and school. Asked what is being done for secondary students and how they are supported in reaching grade level.

Commented personally values more a student enjoying reading and understanding what is read and what reading for education is rather than perfect penmanship.

Shared a student missed two hours of English instruction due to being pulled from the classroom for what was viewed as a minor infraction, and as a result the student's grade fell. Commented the district should analyze when students are pulled from reading and math classes; if a student is pulled from class during reading and math, they are then not in front of a teacher being taught the skills the district says it prioritizes.

Board President Islas: Thanked staff for a great orientation on how the district plans to move forward in this initiative. Responded to comment by colleague of not being able to sit on the Taskforce and offered the possibility of meeting summaries being provided, or smaller meeting debriefs for Board members similar to budget debrief meetings. Reminded colleagues not all Board members were able to sit on the English Language Master Plan Taskforce.

Asked how the district is engaging parents. Commented the district has an incredibly diverse community, some families where written language is new to their culture, some families did not have many opportunities for education in their countries of origin, and we are again talking about opportunities of empowering parents earlier on so they can help us in their child's educational journey. Expressed appreciation for slide no. 7 specifically investing in family empowerment and what that means and looks like. Commented the district has tools and needs to think about how to better deploy and engage.

Commented the district has an Adult School and asked if there is an opportunity to think of programming to help parents fully understand how they can build literacy, and what the district's expectations are of how they can support their children in earlier grades. Commented the district has a Parent University which does some of this already and asked how the district connects what is already being done to intentionally being about literacy.

Commented Parent University could be an excellent place to provide parents with technology, helping them orient to systems online. Commented the district has spent time on teaching parents how to login and connect to Wi-Fi, and pointed out it is entirely different when parents see the applications available and how they can access and utilize them and how they can incorporate them before or after school as opportunities in early education. Commented the district has tremendous resources through English Language Learners Advisory Committees (ELAC) and the District English Learner Advisory Committee (DELAC) to help advise in terms of how to support parents to support their children. Commented would like to see the district do parent engagement in a way as to learn from parents directly. Commented there are situations people do not consider because they are not in someone else's shoes; there may be a grandmother who needs glasses but cannot afford glasses, how does the district connect the grandmother to resources to receive the devices and supports needed to be better able to support the grandchildren in the grandmother's care.

Expressed appreciation for call out in presentation of community partnerships. Commented there are exceptional community-based organizations and how can the district with intention involve them in this campaign. Referenced the Jakarta Movement that has specific inroads to the Punjabi community, FIRM and their engagement into the Hmong and Lao communities, and the Center for New Americans. Arabic and Syrian are served by FIRM some of the smaller language populations, there might be a way to partner with community organizations to help the district engage with non-English speaking parents. Commented the Mexican Consulate will help Mexican immigrants complete their education. The more the district can connect parents to resources within the community and at the same time support the district's work is of tremendous value.

Commented sometimes non-profits have the manpower but not the space and if there is an opportunity to work with non-profits it may be another way the district can support this effort. Commented would like staff to work at that level. Commented knows there is so much to do and knows there is a feeling that the district is behind and needs to catch up, believes if the district is intentional that we can make traction, recover, make progress. We have a community of parents that want better outcomes for their children.

Member Jonasson Rosas: Pointed out the need to focus on the younger grades and shared as a teacher at Fresno State there are often students that cannot put a sentence together properly. Requested to see the draft of the literacy plan and asked what the plan looks like in the classroom? Requested clarity as to what the district is doing to encourage our community to send their 3 and 4 years old to school.

Asked how the district is getting other education institutions on board. Requested the district get more slots for enrollment and to think creatively for smaller facilities specifically designated for early learning. From a resource allocation and concentration perspective, when the district finishes the first iteration of a goal the process should be to reallocate from the programs that do not work to the programs that do work, if we keep funding in the same manner across the grade-levels it will be a plan that does not succeed because there will be no resource alignment.

Member Thomas: Referenced the 66% mentioned in the presentation and asked if the district is hiring reading specialist to support the students, will there be free and in person tutoring for struggling students, can summer/winter sessions for literacy be expanded, and does the district plan to expand small group instructions.

Clerk Wittrup: Recommended the Taskforce start by fearlessly describing and assessing what is actually happening right now; fearlessly because sometimes it is not pretty, not what we are supposed to be doing, not what our policy says, but what is actually on the ground happening for kids right now. Fearlessly look at it unveil it, do not get shamed and blamed about it just take it where it is because that it what we have to do to dig out of it and we have to look at what is really

happening. The patterns seen during site visits are the same at every school, kindergarten test scores are mostly in the green at grade level, some yellow; by first grade approximately 15% of students are in the red, and 30% of students are in the red by second grade. Commented on how this is good to see because it tells the district where work is needed, it also demonstrates where kids start falling when the district does not intervene. This work is specialized, it goes beyond what a classroom teacher will do in class. Commented on the need for a literacy coach at every elementary school, to run this work, monitor progress and target intervention, coach teachers and help teachers in the classroom; it is a full-time job if it is done well.

Commented the district needs to stop doing good things and do the best; drop practices that do not provide a positive return, need to begin pruning. Commented the district cannot do everything, staff plan to do a lot of things, but need to be intentional and prune it down to the best practices; pruning what is not giving a good return in terms of student achievement. What is the district's goal? If the district is approaching pre-pandemic levels, what is the goal in terms of students proficient or at grade level?

Student Member Aquino: Thanked staff for presentation. Expressed appreciation for women in leadership roles. Requested clarity as this felt more like an assignment rather than a group effort. Commented secondary students should be considered for the literacy plan as well. Advocated for senior staff and board members to visit schools and classrooms and not only use test scores as a basis for decisions.

Member Jonasson Rosas: Suggested district to provide parents with at home activities to help with parent engagement.

OPPORTUNITY for Public Comment on Agenda Item

For the record, the Board received one (1) request to address the Board on this item. The individual's name along with a summary of topic is as follows:

1. Manuel Bonilla: Mr. Bonilla provided a handout to Board members. Commented the district owes it to students and community to get this right. Commented this work begins with a philosophical framework, the way literacy is viewed. Expressed hope to be seen as a partner. Mr. Bonilla stated some comments may look like critiques and asked people to look past that and just listen.

Commented too many times district initiatives are started and are not co-designed. Commented there is talk of accountability but there is no shared responsibility; shared responsibility starts with co-design from the beginning. Stated a person cannot be held responsible for something they did not have any agency in helping to build.

Commented on outcomes the College Board listed as skills needed in

students in order for there to be an equitable playing field for students going to college; it all began with reading and writing. Asked the group to see things from a holistic point of view, start with philosophical framework, and look to see how it will be done in the classroom. Commented, often the system sacrifices reading instruction so kids can pass tests.

Commented on community partnership and suggested an easy activity to message to parents is to please read to your child fifteen minutes tonight. Referenced analogy from handout and asked how the district will leverage the strengths of the students' different background experiences in a way that will keep the students engaged.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

Member Levine: Shared reminder for IdeaFest at Fresno City College, Saturday April 22, 2023.

D. ADJOURNMENT

Board President Islas ADJOURNED the workshop at 6:55 p.m.



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

April 26, 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 April 26, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Wittrup. Superintendent Dr. Nelson was also present.

For the record, Board President Islas participated from the following teleconference location: Omni Shoreham, 2500 Calvert Street, Room 222, NW, Washington, D.C., 20008. Pursuant to Government Code Section 54953(B)(2), all action during this teleconferenced meeting was by roll call vote.

Board Clerk Wittrup CONVENED the Regular Board Meeting at 4:32 p.m.

For the record, Board Member Thomas arrived at 4:50 p.m.

For the record, Board Member Jonasson Rosas arrived at 4:55 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received eighteen (18) requests to address the Board on Closed Session items. The individual's name along with summary of topic is as follows:

1. Charles Oanibene: Commented guest teachers are inundated with obstacles, seen as subpar, thrown in classes without lesson plans, and donate time without pay.
2. Chris Finley: Requested district and teachers to forge solutions together, as the teacher voice is not consistently heard. Teachers work to inspire sometimes without support and lack of resources. Request for smaller class sizes, and proper support.
3. Conor McCloskey: Commented guest teachers serve a unique and often difficult role, are expected to be experts in all subjects, face safety issues, and students sneaking into classrooms. Commented effective guest teachers focus on keeping a lighted hearted and safe learning environment while focusing on the state standards curriculum.
4. Reid Gromis: Commented students deserve long-term sustainable change; students excel when they know someone cares about them. Requested smaller class sizes, building more classrooms, hiring more teachers.

OPPORTUNITY for Public Comment on Closed Session Items – continued

5. Sarah Owens: Commented highly disappointed in administration team and is often tormented by them.
6. Lauretta Morrill: Spoke in support of school nurses and listed some of the roles and responsibilities of a school nurse. Shared the credentials required to be a school nurse.
7. Janell Beamon: Spoke in support of school nurses and shared a handout with the Board regarding school nursing scope and standards of practice.
8. Stephanie Shinkawa: Read a letter of support from PA of Gaston Health Clinic. School nurses request a living wage.
9. Teri Reihert: Spoke in support of school nurses and a living wage. Commented, 63 nurses for 74,000 students is mind boggling.
10. Heidi Sagaser: Commented on school health offices and lack of privacy to address student health issues. Requested the expansion of healthcare resources in order to meet the minimum healthcare demands for students.
11. Chelsea Bonilla: Requested the district and Fresno Teachers Association work together to create more equitable systems for redesignation. Commented the additional iReady cut points are a barrier to reclassification.
12. Yesi Madrid: Asked several questions pertaining to accountability. Asked why students are not held accountable for behavior, for physically harming teachers, for verbally harassing teachers, and for vaping in class. Asked where the accountability is when a teacher struggles with ten special day class students and no paraprofessional for support.
13. Curtis Carlton: Commented on poorly run negotiations.
14. Marisa Rodriguez: Commented leadership is action, not position. Commented on Instructional Leadership Team accountability.
15. Jaime G. Cadenas: Commented on need for a school safe, need to feel safe, need for surveillance, and properly trained campus safety assistants.
16. Amy Bogna: Commented on concern with declining school culture, discipline, and safety at school site. Commented believes educational malpractice is being committed. Commented the district is failing its students and asked what type of student are we graduating?
17. Stephanie Maly: Commented Fresno Unified has forgotten what it is like to work at a school.
18. Manual Bonilla: Thanked school nurses. Commented on frustration with what is said verses actions.

Board Clerk Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 5:14 p.m.

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

Board Clerk Wittrup RECONVENED the meeting to Open Session at 6:53 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session to appoint Giovanna (Joni) Difilippo to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to appoint Maria Mazzoni to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Levine, seconded by Board Member Cazares, the Board acted in Closed Session to appoint Kimberly Collins to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board President Islas, the Board acted in Closed Session to appoint Annarita Howell to Assistant Superintendent, Human Resources/Labor Relations, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Clerk Wittrup, the Board acted in Closed Session to appoint Manjit Atwal to Deputy Executive, Human Resources/Labor Relations, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in Closed Session to appoint Linda Laettner to Executive Officer, Office of Engagement & External Partnerships, by a vote of 5-0-2-0 as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, and Wittrup, ABSTENTIONS: Board Member Jonasson Rosas and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Paul Scott to Director, Information Technology, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

PLEDGE OF ALLEGIANCE

Student Board Member Kristen Laus led the Flag Salute.

HEAR Reports from Student Board Representatives

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

HEAR Report from Superintendent

- Encouraged all families to open a CalKIDS ScholarShare account for your student's college funding! Most of our students qualify for an automatic deposit of \$500, with additional \$500 deposits for students identified as foster youth and/or homeless. In addition, right now until Sunday, any new or newly linked CalKIDS account will receive an additional \$50 deposit. We're talking about a potential of \$550 to \$1,050 dollars for college just by signing up!
- Big technology competitions will take place this Saturday at Hoover High School! First, celebrating our fifth year in esports, the Fresno Unified eSports tournament kicks off at 8:00 a.m. Our middle and high school esports teams will compete for the spring championship, along with esports teams from across the valley. An important data point: over 2,000 Fresno Unified students have participated in esports, starting as early as first grade. The majority of these students had not participated in school clubs or activities. Esports has provided a new engagement opportunity for students, and a way for them to be part of a team that represents their school. Second, our high school robotics competition begins at 8:30 a.m., with 8 high schools and 13 robots in head-to-head competition.
- Both competitions are this Saturday at the Hoover High School Events Center, and both are free to the public. If you are not able to join in person, catch the live stream on Twitch at Fresno Unified esports.
- A few celebrations! First, we celebrated our Fresno State Send-Off earlier this week where we celebrated 2,106 Fresno Unified seniors who applied to Fresno State, with a 95% acceptance rate! That means almost 2,000 of our seniors will be continuing to learn, grow, and put down roots here in the valley. These are our future leaders and I'm so happy to see them continue to serve and build up Fresno.
- As our seniors are receiving college acceptances and scholarships, there are so many students to shout out, so let me share a few with you. Congratulations to Ms. Anna Hun of Duncan who has been accepted to Harvard, Stanford, Dartmouth, Duke, UPenn, Vanderbilt, UCLA, UC Irvine, UC San Diego, and the Fresno State Smittcamp Family Honors College. To our knowledge, Anna is the first Duncan graduate to be accepted to the Ivy League!

HEAR Report from Superintendent

- I also want to shout out Thomas Clark Stewart of Edison who has been accepted to Yale, Brown, Columbia, and Cornell! Thomas also had a powerful op-ed article in The Fresno Bee recently and was honored as the Fresno County Superintendent of Schools March Superstar!
- Joslyn Conchas of Sunnyside has been selected for a new program for high school students committed to a medical career and serving the valley's needs. Joslyn is in Sunnyside's Doctors Academy and earned 1 of just 12 spots out of 1,200 applications! The program, San Joaquin Valley PRIME + BS/MD is an educational pathway partnership between UC Merced, UC San Francisco-Fresno, and UC San Francisco. During the eight-year program, Joslyn will earn a four-year degree from UC Merced, complete her pre-clinical medical training at the UCSF medical campus planned for UC Merced, and will complete her remaining training at the UCSF campus right here in Fresno.
- Shout out to Annabelle Raley of Design Science who has been awarded a four-year scholarship from the Jack Kent Cooke Foundation worth \$55,000 dollars per year!! The sky is the limit Annabelle, congratulations! Just amazing – I'm so proud of our soon-to-be graduates.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Thomas: Expressed pleasure in being able to assist the Robert E. Jones Foundation as they gave scholarships to two Edison students. Commented on being proud of son for graduating and being the first student of the special education program to be early matriculated in Fresno Unified. Shared information on the Edison Region Carnival Extravaganza taking place this Friday from 5:00 p.m. to 7:00 p.m.

Member Levine: Shared information for CALKIDZ accounts. Shared statistics of funds verse college attendance. Requested the district to be more intentional in messaging to staff, students, and families about the CALKIDZ accounts and the benefits of the accounts.

Student Member Laus: Recognized two students from Edison High School that attended the California Association of Student Leaders as candidates and returned as members of the board. Thanked the Office of Student Engagement for supporting students and providing opportunities for students to attend these events.

Member Cazares: Thanked Hoover staff for hosting a valedictorian lunch. Recognized great work of students. Congratulated the Duncan team for student presentations at orientation night.

BOARD/SUPERINTENDENT COMMUNICATIONS-continued

President Islas: Thanked Clerk Wittrup for facilitating meeting. Echoed Member Levine's request for the district to step up the messaging and promoting of the CALKIDZ accounts. Applauded Ewing Elementary for their exceptional role modeling of inclusion during Autism Acceptance Week. Provided huge shout out to Patino School of Entrepreneurship for providing an exceptional opportunity for their students specifically the visit by Bloomberg Beta. Provided shout out to Wishon and McLane as Wishon hosted students from the teacher pathway at McLane. Requested a debrief on the district wellness plan meetings, specifically pertaining to how we might get the plan recentered and engaging.

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 Davis, seconded by Board Member Thomas, the Board approved the Consent Agenda except for Agenda Items A-7, A-11, A-12, A-15, and A-16 which were pulled for further discussion, by a roll call vote of 7-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

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 22, 2023, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the March 22, 2023, Regular Board Meeting.

A. CONSENT AGENDA-continued

- 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**
APPROVED and ADOPTED as recommended, 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.
- A-5, APPROVE Revised Classified Hourly Salary Schedule**
APPROVED as recommended, the revised Classified Hourly Salary Schedule.
- A-6, APPROVE Revised Media Technician/Driver Job Description, Revised Media Production Specialist Job Description and Revised Classified Hourly Salary Schedule**
APPROVED as recommended, the revised Media Technician/Driver job description and the revised Classified Hourly Salary Schedule.
- A-7, APPROVE Addendum to Agreement with California Teaching Fellows Foundation**
APPROVED as recommended, an addendum to the agreement with California Teaching Fellows Foundation.

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

“Agenda item A-7 on tonight’s Consent Agenda contains an agreement with the California Teaching Fellows Foundation. I am employed by California State University, Fresno. I did not participate in making the agreement with the California Teaching Fellows Foundation; but, because of my employment with California State University, Fresno, I have a remote financial interest in the agreement.

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

On a motion by Board Member Thomas, seconded by Board Member Davis, Agenda Item A-7 was approved by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSTENTIONS: Board Member Levine.

- A-8, APPROVE Addendum to Agreement with Crowe, LLP.**
APPROVED as recommended, an addendum to the agreement with Crowe, LLP.
- A-9, APPROVE Addendum to Agreement with the Law Office of Rick Jensen**
APPROVED as recommended, an addendum to the agreement with the Law Office of Rick Jensen.

A. CONSENT AGENDA-continued

A-10, APPROVE Agreement with Benedict College

APPROVED as recommended, an agreement with Benedict College.

A-11, APPROVE Agreement with BLDG Services

APPROVED as recommended, an agreement with BLDG Services.

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

“Agenda item A-11 on tonight’s Consent Agenda is an agreement with BLDG Services which, if approved, would allow the district to sub-lease conference and collaborative space from the BLDG Services. BLDG Services is associated with Bitwise Industries. Prior to January 1, 2023, I received campaign contributions exceeding \$250 from the co-founder/co-CEO of Bitwise Industries.

Therefore, in the interest of full transparency and consistent with the revised provisions of Government Code section 84308, I am abstaining from this vote pursuant to Board Bylaw 9270.”

Member Jonasson Rosas: Once Farber Campus is fully opened will space needs be reviewed? Dr. Natasha Baker was available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Member Davis, Agenda Item A-7 was approved by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSTENTIONS: Board Member Levine.

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

APPROVED as recommended, an agreement with the City of Fresno Parks, After School, Recreation and Community Service Department.

For the record, Board Members had comments/questions pertaining to Agenda Item A-12. A summary is as follows:

Board President Islas: Commented how important it is the district is providing this as a recreation and exercise opportunity but building the capacity of our students to prevent drowning. This is an impactful benefit back to our community and an exceptional use of district facilities in service to our community.

Member Jonasson Rosas: Requested clarity as to whether the PARCS Department will be fully staffed.

Member Cazares: Requested clarity as to what will happen with the PARCS Department during the rest of the summer.

A. CONSENT AGENDA-continued

On a motion by Board President Islas, seconded by Board Member Thomas, Agenda Item A-12 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

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

A-14, APPROVE Agreement with J. Graham, Inc.
APPROVED as recommended, a renewal agreement with J. Graham, Inc.

A-15, APPROVE Agreement with Moreno Institute, LLC.
APPROVED as recommended, an agreement with Moreno Institute, LLC.

For the record, Board Members had comments/questions pertaining to Agenda Item A-15. A summary is as follows:

Board President Islas: Expressed the importance of cooperating with the Moreno Institute students. With regret referred to an issue with their participation on one of the district campuses. Clearly stated the need for the district to communicate appropriately to the campuses using inclusive language so there are no further incidents. Expressed wish for this to be a productive partnership.

On a motion by Board President Islas, seconded by Board Member Cazares, Agenda Item A-15 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

A-16, APPROVE Award of Bid 23-34, Roosevelt High School Interim Housing
APPROVED as recommended information on Bid 23-34, Roosevelt High School Interim Housing.

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

“Agenda Item A-16 concerns the award of Bid 23-34, Roosevelt High School Interim Housing

My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, awarding Bid 23-34 will have no measurable financial impact on my property because this project is for the installation of two portable buildings which will be used during modernization of the administration building, west hall, and library.

A. CONSENT AGENDA-continued

Moreover, the impact of awarding Bid 23-34 is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School's attendance area.

Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote to award Bid 23-34 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict."

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item A-16 was approved by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, Wittrup, and Board President Islas. ABSTENTIONS: Board Member Jonasson Rosas.

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

APPROVED as recommended, information on Request for Proposal 23-37, Ready to Serve Pizza with Site Delivery Services.

A-18, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, a piggyback contract for use during the remainder of fiscal year 2022/23 for efficient and cost-effective procurement.

A-19, APPROVE Proposed Revisions for Board Bylaws

APPROVED as recommended, proposed revisions for five Board Bylaws (BB) and one Exhibit (E) as follows: 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.

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

APPROVED as recommended, an agreement with High Performance Academy, LLC.

A-20, RATIFY Change Orders

RATIFIED as recommended, Change Orders for the projects as follows: 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

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

RATIFIED as recommended, a Notice of Completion for a project, which was completed according to plans and specifications as follows: Bid 22-36, Malloch Elementary School Playground Replacement.

B. CONFERENCE/DISCUSSION AGENDA

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

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-22.

For the record, Board Members had comments/questions pertaining to Agenda Item B-22. A summary is as follows:

Member Jonasson Rosas: Commented this opportunity highlights the care of district staff and board colleagues and is life changing for students.

Member Cazares: Thanked the staff for bringing field trips back to students. Requested staff to be sure students are getting good quality gear for camp.

Student Member Aquino: Thanked staff for the presentation. Commented it is great to see students have a great time attending camp and it benefits them in a positive way.

Assistant Superintendent Bryan Wells was available to provide clarity.

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

OPPORTUNITY for Public Comment

For the record, the Board received a request to address the Board on Agenda Item B-23. The individual's name with a summary of topic is as follows:

1. Rochelle Martinez Cantu: Shared concern pertaining to lack of investment in Native American students. Requested Board to increase resources to Native American students.

For the record, Board Members had comments/questions pertaining to Agenda Item B-23. A summary is as follows:

B. CONFERENCE/DISCUSSION AGENDA – continued

Member Davis: Referenced page fourteen of the presentation and requested clarity as to the breakdown of the support proposed. Requested clarity as to what other resources will be included.

Referenced page twenty of the presentation and requested clarity as to the Block Grant and if the grant will cover facilities. Commented if the district hires ninety new people, they will need rooms to teach.

Referenced page eight and commented on the need to hire registered nurses.

Referenced page nine and requested clarity as to if schools located near public spaces will have additional campus safety assistants. Requested clarity as to what it looks like for a site to share a campus safety assistant. Commented the privacy fence at Ayer looks beautiful.

Member Jonasson Rosas: Referenced discussions from changing the Fresno High School mascot and commented during those discussion requests were made from Native American community for additional support for students; requested a status update pertaining to community requests and ideas.

Commented regional support needs to be equitable as some regions have more schools than others with different needs and there should be an equitable distribution of resources.

Commented on landscaping, and support to reducing water dependent landscaping but keeping the fields and areas of play green. Requested staff to look at purchase of additional landscaping equipment to serve as backup equipment when main equipment is out of order.

Requested staff conduct an audit of translated materials to help create standardization so there is clarity in school and district messaging to families. Requested Human Resources look at differentiating a position for translating and interpreting as they are different.

Commented on the ask for additional staff in the Transfers Office and asked staff to look at improving the processes before adding additional staff as the transfers process is cumbersome for staff and families.

Commented on the need to rethink the Family Learning and Technology Support (FLATS) centers to make them efficient and more accessible for parents.

Commented on the need for accessible changing tables at every school. Requested if money allocated to the Farber Campus includes the early education center. Asked staff to look at providing dedicated music rooms.

B. CONFERENCE/DISCUSSION AGENDA – continued

President Islas: Appreciated comments by community member Michelle Cantu. Expressed support to adding more investments to support the Native American students.

Commended Liz Torres on presentation and stated everything the district can do to support health is the right investment. Commented happy to see an increase in investments related to safety.

Requested clarity pertaining to the surplus in the Cafeteria Fund and if the asks from the Nutrition Services Department are in addition to the surplus. Asked if surplus funds and additional resources are coupled will the district be able to provide salad bars at all schools. Requested clarity as to the phased in approach as it does not seem to be a question of resources. Requested staff to provide a timeline for a more robust implementation of salad bars reaching the schools, and chilled water accessible to students outside of lunchtime via the cafeteria hydration stations.

Commented on food consumption and highly recommended the district conduct a food waste study to evidence the impact of the district's changes in this area. Asked in the absence of a food waste study how will the district assess.

Referenced page sixteen of the presentation and asked if there is intentionality of the district to create teacher Career Technical Education pathways.

Member Cazares: Expressed concern this is the only time the Board will receive the budget and is expected to provide feedback on a \$1.9 billion dollar budget; expressed it is a disservice to the Board members and families in the district. Requested it not happen again.

Requested clarity on the addition of librarians to alternative education sites.

Requested information regarding student emotional health and asked if there are new full-time equivalents (FTE) being added to the Department of Prevention and Intervention budget. Requested clarity as to whether the Department of Prevention and Intervention is being moved to the Special Education Department.

Requested clarity pertaining to licensed vocational nurses (LVNs), would like to be sure LVNs are not used in place of registered nurses. Asked how many registered nurses (RNs) are in the district, where there are vacancies, are there recruitment issues, and if the Board can help to bridge gaps with better partnerships. Commented the registered nurse position is difficult to fill because RNs also need teaching credentials to work at a school site. Asked if the district had a certification program to help RNs get teaching credentials, and if not is this something that could be created to incentivize nurses to work for the district.

B. CONFERENCE/DISCUSSION AGENDA – continued

Asked how many campus safety assistants are assigned to each middle and high school?

Commented on not only using data for the sake of using data but to change the way students are taught. If principals and teachers have student data on a regular basis, they can focus on the best way to teach students. Requested the data not be linked to only education results but to behavioral results as well to help monitor what can be done differently to help students. Commented the district needs to make sure students are not being removed from class for minor infractions as the students lose time of instruction. Requested consistency in the district and patience and understanding for students growing up in this challenging world, specifically those with an Individualized Educational Plan.

Commented glad to see additional resources provided to the ground crews as at many sites the coaches provide work and resources with their own money. Concerned contract for baseball fields will not be an on-going investment. Concerned the budget proposal did not have provision of extra equipment and supplies for ground crews.

Referenced page twelve of the presentation and was glad to see from scratch cooking listed, children will benefit from that change. Shared at the Hoover Family Engagement Night, the Nutrition Services team presented two new food dishes for parent feedback which were well received.

Commented on the Native American program as well as the English Learners program, this is not the first time staff has been asked to look into the funding and what the Native American program looks like. Commented the response from staff was that there are limits to funds received from the state. Expressed disagreement with the response; feels the district is limiting itself. Commented was glad to hear of the addition of a staff member to the Native American program but did not see funding for fieldtrips, programing, instructional materials, and tutoring. This is not the first time for the request but the fifth and the expectation is to see additional funding beyond the addition of one staff member. Referenced a Paint Night Fresno Unified helped facilitate at which parents were asked to bring their own potluck. Native American students need more support that does not necessarily fit under English Learners Services. Asked if the Native American program might fit better under student engagement or where there is a goal or mission that aligns with program needs.

Congratulated Maiyer Vang for being named Woman of the Year. Asked if Parent University services are offered at alternative education high schools and magnet schools like Patino and Design Science, and if not for staff to consider expanding services to those sites.

B. CONFERENCE/DISCUSSION AGENDA – continued

Requested further information regarding the restructure of the Special Education Department, and the addition of support spaces for school psychologists and social workers; asked what the scope of work and funding looks like, and what school sites will be utilized. Commented on the lack of information provided.

Recommended the district consider an increase to athletic directors at the middle and high schools. Commented we under appreciate what sports do for some of our students; not all students will go straight into a job or ivy league school, some will receive sports scholarships and the district does a disservice by underfunding the sports programs. Provided an example as follows, the entire baseball program at Hoover receives approximately \$3,000 which mainly covers the purchase of baseballs and apart from the \$3,000 the coach fundraises. Commented this is the only position in the district that comes to mind that have to raise money for themselves and it is unfair.

Member Levine: Commented in terms of process, given approval for an almost \$2 million dollar budget is expected in June, the presentation is too high-level, and the spreadsheet of line items is difficult to navigate. Requested to have a better product before the public hearing in June.

Commented on the psychometrics proposal. Commented was not sure the public knew during each closed session Board members are provided suspensions and expulsions for review, and as part of the review a student history. Member Levine commented on time on the Board has not seen a case where the student did not have several prior incidents. Commented the psychometrics proposal includes not only academics and discipline but also chronic absenteeism which will provide data of areas the school, teachers, and others may need to address and expressed appreciation for absenteeism being included.

Commented is encouraged to see the increased investments in the Health Services Department.

Mentioned how far the district needs to go to intentionally message and train students to access the CALKIDZ program. Asked if with increased staffing to the College and Career Readiness Department, if there is an opportunity to dedicate staff to ensure all students are signed up by next year.

Expressed appreciation for Ms. Cantu's comments pertaining to investments needed for Native American students. Commented all in attendance would probably agree there is more work to do. Asked if weather through Extended Learning Opportunities Program or elsewhere, there is an opportunity to expand partnership with the Fresno American Indian Health Project to provide support and tutoring to Native American students. Commented it would benefit all students to be exposed to the native tribes around us and their customs and rich history.

B. CONFERENCE/DISCUSSION AGENDA – continued

Member Levine referenced has commented before on the need to provide resources and dedicated space, even if temporary, for student resource centers, at least at sites that have expressed a need, and providing those sites with resources whether it is nonperishable food, clothing, or hygiene products, which are all items many of our students need. Asked if this is reflected in the budget proposal as the need is so great.

Commented on the district's purchase of a dozen 10-passenger vans and asked if thought has been given to using vans to help sites transport students that may have missed the bus and have no other way of getting to school as this is a driver of chronic absenteeism.

Member Thomas: Requested clarity as to where in the budget are requests for magnet schools. Commented that Baird, Bullard TALENT, Computech, and Manchester Gate, are often overlooked. Commented on facilities at those sites are lacking.

Commented on the Native American budget and the breakdown of dollars per student.

Concerned about moving money around in the art programs and requested detail as to how the money will function in the district. Commented it has been a long time since the programs have received resources and many teachers do not even have a space to complete grading.

Commented the Office of African American Academic Acceleration (A4) inherited Black Student Unions but did not receive additional FTE and only received one-time dollars. Asked what will be done later and when will money be transferred from Goal 2 to A4.

Clerk Wittrup: Echoed comments of fellow colleagues. Concerned about how this budget is communicated as it is hard to find things and is not clear. Commented glad this is a rough draft because it allows for changes that are needed.

Commented has learned a lot from completing instructional walks in the Bullard region. One of the things is something that has historically been in the way of how things are done; there is a real disconnect between our school sites and the special education district office.

Commented there are things not being seen, and one is that stability at schools is important and when we poach and deplete services from our schools to make up for management deficiencies we do so at the expense of our students with special needs. Commented on having seen a lot of evidence of poaching and asked that a deeper look take place before moving forward with these budget asks. Provided

B. CONFERENCE/DISCUSSION AGENDA – continued

an example is as follows, an elementary school psychologist has been promoted, which is great, but with six weeks of school remaining the district is going to move the psychologist to the special education office except for a day or two a week. Commented this is very disruptive to the students and the school site.

Commented, as a former school psychologist, momentum is built with a team, deep connections are made with students, staff, and parents. There seems to be the thought that a person can be pulled out and replaced with a revolving door of psychologists and that is not right. I have seen psychologist services depleted at Bullard region schools. Lawless has not had a psychologist all year and the workload has been placed on another psychologist, which is fine for short-term support, but support psychologists are not supposed to be sent in for the entire school year. When this is done professional practices get sloppy. Example, initial evaluations for students with suspected autism are complex and take a lot of time, time to connect with the student, parents, and the team. Those evaluations are being done with a virtual psychologist, having the seasoned, veteran school psychologist act as proctors so the virtual psychologist can do the evaluation. Commented on this being a backward process and asked who thought it would be okay. Commented on having found out, accidentally, while visiting Lawless the resource specialist has to case manage the revolving door of psychologists, virtual and in person, which takes away from the work of the resource specialist.

Commented on hearing reports of regional instructional managers in the Hoover region demanding Individualized Education Plans be in compliance by staff staying after school to do testing, these are not solutions. Commented it makes me lose my faith and trust in the budget recommendations presented.

Commented when a principal is asked to decide, between a guidance learning advisor or a psychologist full-time, this is an inappropriate question because these are baseline services and they do not do the same work, anyone asking that question does not seem to have a good understanding of what a school psychologist and guidance learning advisor do.

Commented, this is happening at RATA and these are our most vulnerable students. When we talk about Tier 3, this is the very top of the tier, one click away from hospital or residential placement and yet we are depleting the psych services at the site, they have two days a week, that is absurd, that should offend everybody in this room, it is not appropriate. Baird and Bullard TALENT have 2.5 days a week of psychologist services, they are both middle schools and both have approximately 700 students. I'm telling you, as a school psychologist myself, you cannot do that job well, so you find shortcuts and practices that are not going to be the best thing for kids.

B. CONFERENCE/DISCUSSION AGENDA – continued

Commented on being very, very concerned about the budget asks as special education management hasn't been scrutinized or reorganized the way it needs to be, the way it was recommended by the Council of the Great City Schools. Commented on looking forward to meeting with Dr. Baker and Dr. Pinheiro next week to get some of these things nailed down. Asked why special education is asking for a director to oversee differentiated assistance, exceptional disproportionality, data analysis, when these tasks are all done by the SELPA Director. These are responsibilities which have always been fulfilled by the SELPA Director. Asked why another manager is being hired? Commented that these are the nitty-gritty questions that need to be answered before moving forward with this budget. Requested there be no more poaching in special education. Commented the most important work happens with children at schools, not at the district office and our orientation has to change so that our managers are at schools, so they know what is going on, and so there is not this disconnection.

Commented on receiving reports about a special education manager who is bullying staff that report to the manager. Commented these things have to be looked at fearlessly and addressed. Commented I cannot approve this special education budget ask until I know these things have been addressed. Commented it cannot keep sliding it has been sliding in special education for the last twenty years. I don't think anybody has the tolerance nor should they have the patience to allow it to go on. As a district we really need to do the right thing.

Commented on literacy and asked how literacy will be funded with a block grant that will end in five years. Commented on getting ahead of the taskforce but feels it needs to be thought about as in five years the block grant will run out, and asked if literacy coaches will no longer be needed.

Commented on nutrition, and athletes needing more food. Commented the district will need to supplement. Commented there are not enough meals provided by the lunch program.

Commented on the need for deferred maintenance as the state does not provide. Commented on the need for the district to build a strong deferred maintenance to quickly address aging schools and other facility problems that may arise.

Commented the course for special education needs to be adjusted.

For the record, Patrick Jensen, Liz Torres, Amy Idsvoog, Amanda Harvey, and Paul Idsvoog, were 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 eight (8) requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic is as follows:

1. Maria Velasquez: Shared concerns regarding bullying incidents against her son and discipline issues pertaining to an incident involving her and another parent.
2. Tyron R. Williams: Commented on the long-standing partnership of the Fresno Housing Authority and Fresno Unified and expressed anger and sadness regarding comments reportedly made by a vice principal at Sunnyside High School. Shared a reminder for all people to be diligent to recognize their own bias.
3. Eric Payne: Shared comments with a deep sense of concern. Commented on behalf of the families involved in an incident with the vice principal of Sunnyside High School. Commented the family had been present since 5:00 p.m. hoping to speak to the Board but as mom drives school buses and it is now going on 10:00 p.m., family had to leave. Requested the vice principal not be allowed to return.
4. Sarah Crosby: Shared concerns with the district school dress code and read a comment pertaining to the issue on behalf of her son, a student at Bullard High School.
5. Steven Fabela: Provided results from the April 15, 2023, northern California Rodeo bus driver competition and shout outs to the team. Provided t-shirts to Board members and thanked the Board for their support.
6. Carlos Fonseca: Commented on the Rodeo and shared how proud he was of the Rodeo team. Expressed appreciation for their efforts and knowing there is safe transportation for students. Thanked Board members for their support.

D. ADJOURNMENT

Clerk Wittrup ADJOURNED the meeting at 9:55 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution Proclaiming May 2023 as Better Hearing and Speech Month

ITEM DESCRIPTION: Included in the Board binders is a Resolution proclaiming May 2023 as Better Hearing and Speech Month. Every May, the American Speech-Language Hearing Association launches its Better Hearing & Speech Month campaign. This annual event provides opportunities to raise awareness about communication disorders and to promote treatment that can improve the quality of life for those who experience problems with speaking, understanding, or hearing. The theme for the 96th anniversary is “Building a Strong Foundation”.

In 1927, May was designated Better Hearing and Speech Month. On May 21, 1986, President Ronald Reagan, having a hearing loss himself, issued a formal proclamation designating May as the official month to “heighten public awareness” about hearing loss and speech disorders. Helen Keller once noted that of all her impairments, she was most troubled by her lack of speech and hearing. She said that while blindness separated her from things, her lack of speech and hearing separated her from people.

Better Hearing and Speech Month provides an opportunity to recognize the efforts of Fresno Unified School District Speech-Language Pathologists and Audiologists in supporting students. Speech-Language Pathology and Audiology are the professions concerned with the prevention, identification, and treatment of communication impairments. After earning a post baccalaureate degree, passing a national examination, and serving a yearlong clinical internship, these professionals are eligible for certification, in the form of the Certificate of Clinical Competence, from the American Speech-Language Hearing Association. Speech Language Pathologists and Audiologists work alongside many other school-based personnel (teachers, special educators, designated instructional specialists, deaf and hard of hearing specialists and others) to provide the individualized treatment plans students need to succeed, not only in school but to succeed in social situations. Social communication skills are needed for students to become more independent in daily life.

The National Institute on Deafness and Other Communication Disorders reports that approximately 43 million people in the United States suffer from a speech, voice, language, or hearing impairment. Almost 28 million suffer from hearing loss. Approximately 10 percent of children have moderate to severe communication impairments, including speech production/articulation, stuttering, and language-learning difficulties. Children with speech and language impairments are four to five times more likely than their peers to experience other language-learning disabilities to include significant reading problems.

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

PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

In the Matter of Proclaiming May 2023)
Better Hearing and Speech Month)

Resolution 23-50

WHEREAS Better Hearing and Speech Month provides an opportunity to raise awareness about communication disorders; and

WHEREAS The National Institute on Deafness and Other Communication Disorders reports that approximately 43 million people in the United States suffer from a speech, voice, language, or hearing impairment, and

WHEREAS almost 28 million suffer from hearing loss. Approximately 10 percent of children have moderate to severe communication impairments, including speech production articulation, stuttering, and language-learning difficulties. Children with speech and language impairments are 4 to 5 times more likely than their peers to experience other language-learning disabilities to include significant reading problems.

WHEREAS early identification and treatment can enhance the acquisition of functional communication skills; and

WHEREAS, the Fresno Unified School District engages parents, and educators on the importance to raise awareness and support for those with communication disorders; and

WHEREAS in summary, the fields of speech-language pathology and audiology focus on the development of all parameters of communication across the age span, and access in various settings.

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Fresno Unified School District recognizes the month of May 2023 as Better Hearing and Speech Month and urges all schools and individual citizens to participate in better hearing and speech activities in order to become better educated and join together in raising awareness and knowledge of communication disorders.

ADOPTED THIS MAY 24, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1

Susan K. Wittrup, Board Clerk

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders are Resolutions 23-51 through 23-66 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 24, 2023, until revoked or superseded.

Signature Resolutions are updated periodically to reflect changes in staff and/or Board of Education Members.

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

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
REGULAR BOARD MEETING AGENDA
May 24, 2023**

ADOPT Resolutions No. 23-51 through No. 23-66 delineating district agents to sign documents for the period beginning May 26, 2023 until revoked or superseded for operational purposes.

The accompanying RESOLUTIONS are standard RESOLUTIONS presented for adoption. All RESOLUTIONS will be effective until revoked or superseded. The Business and Financial Services Division will review them at least once a year to make certain they are current and conform to any changes in the law.

RESOLUTIONS:

- No. 23-51 Supersedes Resolution No. 23-16 designating Custodian of Cafeteria Account
- No. 23-52 Supersedes Resolution No. 23-17 authorizing agents to execute affidavit for lost warrants and to order fund transfers
- No. 23-53 Supersedes Resolution No. 23-18 authorizing agents to sign legal documents required by the State of California Department of Motor Vehicles
- No. 23-54 Supersedes Resolution No. 23-22 authorizing agents for Support of State Project Funding Applications and Name Designated District Representatives
- No. 23-55 Supersedes Resolution No. 23-27 authorizing designated agents for the State Tax Deposit Account with Bank of the West
- No. 23-56 Supersedes Resolution No. 23-28 authorizing designated agents for Revolving Cash Fund with Bank of the West
- No. 23-57 Supersedes Resolution No. 23-29 authorizing designated agents for Adult School Revenue Account with Bank of the West
- No. 23-58 Supersedes Resolution No. 23-30 authorizing designated agents for the Employee Insurance Benefit Account with Bank of the West
- No. 23-59 Supersedes Resolution No. 23-31 authorizing designated agents for the processing of Electronic Fund Transfer for Payroll Checks with Bank of the West
- No. 23-60 Supersedes Resolution No. 23-32 authorizing designated agents for the Federal Tax Deposit Account with Bank of the West

RESOLUTIONS:

- No. 23-61 Supersedes Resolution No. 23-33 authorizing designated agents for the School Site Checking Account with Educational Employees Credit Union
- No. 23-62 Supersedes Resolution No. 23-34 authorizing designated agents for Cash Management Services for Bank of the West
- No. 23-63 Supersedes Resolution No. 23-35 authorizing designated agents for the Commercial Card Accounts with Commerce Bank
- No. 23-64 Supersedes Resolution No. 23-36 authorizing designated agents for the Associated Student Body Accounts with Bank of the West
- No. 23-65 Supersedes Resolution No. 23-37 authorizing designated agents for General Accounting Deposits with Bank of the West
- No. 23-66 Supersedes Resolution No. 23-38 authorizing designated agents for the processing of Electronic Fund Transfer for Employee Reimbursements with Bank of the West

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

RESOLUTION NO. 23-51

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-51 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

WHEREAS, a School Lunch and Breakfast Program and a Special Milk Project have been established by the California State Department of Education in cooperation with the Federal Government.

BE IT THEREFORE RESOLVED, by the Board of Education of the Fresno Unified School District and hereby ordered that:

The District's cafeterias extend their participation in these programs for the 1993-94 fiscal year and each year thereafter until revoked, utilizing the benefits of the programs to the best advantage.

IT IS FURTHER RESOLVED, that the Superintendent, pursuant to Education Code Section 39893, be designated to have custody of the Cafeteria Account and shall be responsible for collection and payment into the account of all monies required to be paid into the account and all expenditures there from, subject to such regulations as the governing board prescribes. The Superintendent shall cause to be prepared and filed all necessary reports and claims for reimbursement applicable to the above program.

IT IS FURTHER RESOLVED, that checks drawn on the Cafeteria Account shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent
Misty Her, Deputy Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

IT IS FURTHER RESOLVED, that Cafeteria Reports shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 23-16 and is effective May 24, 2023 until revoked or superseded.

Resolution No. 23-51

PASSED AND ADOPTED this 24th day of May 2023, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-52

On motion of Trustee Davis, seconded by
Trustee Thomas, RESOLUTION NO. 23-52 was adopted as
follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and
hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent
Misty Her, Deputy Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

be authorized to execute affidavit for lost warrants and to order fund transfers, including
direct and indirect cost allocation transfers, (electronic, warrant and/or journal entry)
between the various funds of the District in order to provide responsible fiscal
management of the respective funds in accordance with the Education Code and Board
of Education Policies and Administrative Regulations.

General Fund
Charter School Fund
Adult Education Funds
Child Development Funds
Cafeteria Funds
Internal Service Funds
Capital Project Funds
Debt Service Funds

BE IT FURTHER RESOLVED, that quarterly reports of said fund transfers shall be
presented to the Board of Education for ratification.

This RESOLUTION revokes and supersedes Resolution No. 23-17 and is effective on
May 24, 2023 until revoked or superseded.

PASSED AND ADOPTED, this 24th day of May 2023 by the Governing Board of the
Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

Resolution No. 23-52



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-53

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-53 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Paul Rosencrans, Manager II, Operational Services
Ann Loorz, Executive Director, Purchasing

be authorized to sign legal documents by the California State Department of Motor Vehicles for any School District vehicle.

This RESOLUTION revokes and supersedes Resolution No. 23-18 and is effective on May 24, 2023 until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Susan Wittrup, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup
Clerk of the Governing Board of
Fresno Unified School District

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

**RESOLUTION NO. 23-54
IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND
FUNDING AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED
DOCUMENTS**

On motion of Trustee Davis, seconded by
Trustee Thomas RESOLUTION NO. 23-54 was adopted as follows:

WHEREAS, the Fresno Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Fresno Unified School District Board of Education and signatures of the Fresno Unified School District Administration; and

WHEREAS, the Fresno Unified School District wishes to submit applications for eligibility determination and funding and any other applications for the following schools as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code as necessary for programs including, but not limited to, career technical education, modernization and new construction:

Addams Elementary School	New Construction/Modernization
Addicott Elementary School	New Construction/Modernization
Anthony Elementary School	New Construction/Modernization
Ayer Elementary School	New Construction/Modernization
Aynesworth Elementary School	New Construction/Modernization
Bakman Elementary School	New Construction/Modernization
Balderas Elementary School	New Construction/Modernization
Bethune Elementary School	New Construction/Modernization
Birney Elementary School	New Construction/Modernization
Burroughs Elementary School	New Construction/Modernization
Calwa Elementary School	New Construction/Modernization
Centennial Elementary School	New Construction/Modernization
Columbia Elementary School	New Construction/Modernization
Dailey Elementary School	New Construction/Modernization
Del Mar Elementary School	New Construction/Modernization
Easterby Elementary School	New Construction/Modernization
Eaton Elementary School	New Construction/Modernization
Ericson Elementary School	New Construction/Modernization
Ewing Elementary School	New Construction/Modernization
Figarden Elementary School	New Construction/Modernization
Fremont Elementary School	New Construction/Modernization
Gibson Elementary School	New Construction/Modernization
Greenberg Elementary School	New Construction/Modernization
Heaton Elementary School	New Construction/Modernization
Hidalgo Elementary School	New Construction/Modernization

Resolution No. 23-54

Holland Elementary School	New Construction/Modernization
Homan Elementary School	New Construction/Modernization
Jackson Elementary School	New Construction/Modernization
Jefferson Elementary School	New Construction/Modernization
Juan Felipe Herrera Elementary School	New Construction/Modernization
King Elementary School	New Construction/Modernization
Kirk Elementary School	New Construction/Modernization
Kratt Elementary School	New Construction/Modernization
Lane Elementary School	New Construction/Modernization
Lawless Elementary School	New Construction/Modernization
Leavenworth Elementary School	New Construction/Modernization
Lincoln Elementary School	New Construction/Modernization
Lowell Elementary School	New Construction/Modernization
Malloch Elementary School	New Construction/Modernization
Manchester GATE	New Construction/Modernization
Mayfair Elementary School	New Construction/Modernization
McCardle Elementary School	New Construction/Modernization
Muir Elementary School	New Construction/Modernization
New Southeast Elementary School	New Construction/Modernization
Norseman Elementary School	New Construction/Modernization
Olmos Elementary School	New Construction/Modernization
Phoenix Elementary Academy	New Construction/Modernization
Powers Elementary School	New Construction/Modernization
Pyle Elementary School	New Construction/Modernization
Robinson Elementary School	New Construction/Modernization
Roeding Elementary School	New Construction/Modernization
Rowell Elementary School	New Construction/Modernization
Slater Elementary School	New Construction/Modernization
Starr Elementary School	New Construction/Modernization
Storey Elementary School	New Construction/Modernization
Sunset Elementary School	New Construction/Modernization
Tatarian Elementary School	New Construction/Modernization
Thomas Elementary School	New Construction/Modernization
Turner Elementary School	New Construction/Modernization
Vang Pao Elementary School	New Construction/Modernization
Viking Elementary School	New Construction/Modernization
Vinland Elementary School	New Construction/Modernization
Webster Elementary School	New Construction/Modernization
Williams Elementary School	New Construction/Modernization
Wilson Elementary School	New Construction/Modernization
Winchell Elementary School	New Construction/Modernization
Wishon Elementary School	New Construction/Modernization
Wolters Elementary School	New Construction/Modernization
Yokomi Elementary School	New Construction/Modernization
Ahwahnee Middle School	New Construction/Modernization
Baird Middle School	New Construction/Modernization
Bullard Talent K-8	New Construction/Modernization
Computech Middle School	New Construction/Modernization
Cooper Academy Middle School	New Construction/Modernization
Fort Miller Middle School	New Construction/Modernization
Gaston Middle School	New Construction/Modernization
Hamilton K-8	New Construction/Modernization
Kings Canyon Middle School	New Construction/Modernization
Scandinavian Middle School	New Construction/Modernization

Resolution No. 23-54

Sequoia Middle School	New Construction/Modernization
Tehipite Middle School	New Construction/Modernization
Tenaya Middle School	New Construction/Modernization
Terronez Middle School	New Construction/Modernization
Tioga Middle School	New Construction/Modernization
Wawona Middle School	New Construction/Modernization
Yosemite Middle School	New Construction/Modernization
Bullard High School	New Construction/Modernization/Career Tech Ed
Cambridge High School	New Construction/Modernization/Career Tech Ed
CART High School	New Construction/Modernization/Career Tech Ed
Design Science High School	New Construction/Modernization/Career Tech Ed
DeWolf High School	New Construction/Modernization/Career Tech Ed
Duncan Polytechnical High School	New Construction/Modernization/Career Tech Ed
Edison High School	New Construction/Modernization/Career Tech Ed
Francine and Murray Farber Educational Campus	New Construction/Modernization/Career Tech Ed
Fresno High School	New Construction/Modernization/Career Tech Ed
Hoover High School	New Construction/Modernization/Career Tech Ed
McLane High School	New Construction/Modernization/Career Tech Ed
Patiño Entrepreneurial High School	New Construction/Modernization/Career Tech Ed
Phoenix Secondary Academy	New Construction/Modernization/Career Tech Ed
Rata 7-12	New Construction/Modernization/Career Tech Ed
Roosevelt High School	New Construction/Modernization/Career Tech Ed
Sunnyside High School	New Construction/Modernization/Career Tech Ed
Adult Transitions Program	New Construction/Modernization/Career Tech Ed
Cesar Chavez Adult School	New Construction/Modernization/Career Tech Ed
Fulton School	New Construction/Modernization/Career Tech Ed
J.E. Young Academic Center	New Construction/Modernization/Career Tech Ed

NOW, THEREFORE, BE IT RESOLVED, the Fresno Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are hereby designated as District representatives and are hereby authorized and directed to file, on behalf of the District, all documents and papers associated with the applications for funding:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 23-22 and is effective on May 24, 2023, until revoked or superseded.

Resolution No. 23-54

PASSED AND ADOPTED this 24th day of May 2023, by Board of Education of the Fresno Unified School District of Fresno County, California by the following vote:

AYES: 6

NOES: 0

ABSTAIN: 0

ABSENT: 1

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

Absent

President of the Board of Education
Fresno Unified School District

I, Susan Wittrup, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 11th day of January 2023, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 11th day of January 2023.

Susan Wittrup

Clerk of the Board of Education
Fresno Unified School District

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

RESOLUTION NO. 23-55

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-55 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its State Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-27 and is effective on May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

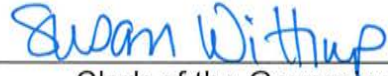
ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-56

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-56 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that checks drawn on the Fresno Unified School District Revolving Cash Fund shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent
Misty Her, Deputy Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-28 and is effective on May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED, this 24th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittup

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-57

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-57 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Fresno Adult School Revenue Account. Transactions shall be initiated by two of the following District agents:

Misty Her, Deputy Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services
Rodney Branch, Principal, Adult School
Gary Schlueter, Vice Principal II, Adult School
Keda Buttles, Vice Principal II, Adult School
Teresa Zamora, Vice Principal II, Adult School

This RESOLUTION revokes and supersedes Resolution No.23-29 and is effective on May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED, this 24th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

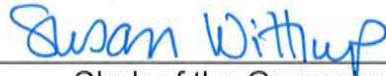
ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Susan Wittrup, authorized agent of the Board of Education of the Fresno Unified School District of Fresno County, California, do hereby certify that the following is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at that time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-58

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-58 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designated depository and (including its correspondent banks) of this District is hereby requested, authorized and directed to honor all checks, drafts, or other orders for payment of less than \$10,000 of money drawn in this District's name on its Employee Insurance Benefit Account when bearing or purporting to bear the facsimile signature of the following Delta Health Systems staff:

William Michael Stemler

BE IT FURTHER RESOLVED, that any check, draft, or other orders for payment of an amount of \$10,000 or more of money drawn in this District's name in its Employee Insurance Benefit Account shall have one of the following District agent's original signature on the instrument as a co-signer:

Robert G. Nelson, Ed.D., Superintendent
Misty Her, Deputy Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

BE IT FURTHER RESOLVED, that the Bank of the West (including its correspondent banks) shall be entitled to honor and to charge this District for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual purported facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resembled the facsimile specimen from time to time filed with the Bank of the West by the Chief Financial Officer of this District.

This RESOLUTION revokes and supersedes Resolution No. 23-30 and is effective May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

Resolution No. 23-58



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-59

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-59 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to establish a bank account for the processing of electronic fund transfer for payroll checks for Fresno Unified School District. Transactions shall be initiated by two of the following District agents:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

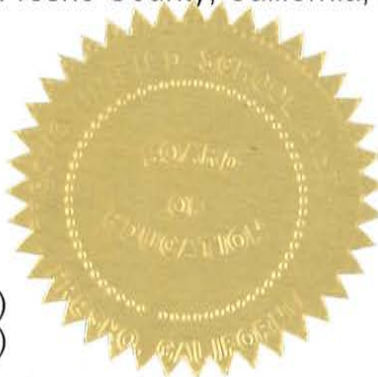
This RESOLUTION revokes and supersedes Resolution No. 23-31 and is effective on May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting, at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-60

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-60 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Federal Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-32 and is effective on May 24, 2023, or until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

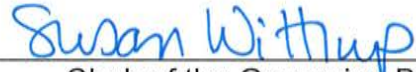
ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-61

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-61 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Educational Employees Credit Union (EECU) as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of the districts school site checking accounts for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-33 and is effective on May 24, 2023, or until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup

Clerk of the Governing Board of
Fresno Unified School District

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

CORPORATE/ASSOCIATION RESOLUTION NO. 23-62

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-62 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District is authorized to enter into any cash management services agreements with Bank of the West, to designate from time-to-time persons, in such number as may be directed, to manage any cash management services and otherwise give instructions regarding the organization's cash management service(s) by the following person(s) acting independently:

Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-34 and is effective on May 24, 2023, until revoked or superseded and notice of such revocation or superseding has been given to Bank of the West at 515 E Shaw Ave Fresno CA 93710.

PASSED AND ADOPTED this 24th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Robert G. Nelson, Ed.D., authorized agent of the following Governing Board of Fresno Unified School District, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023

Secretary of the Governing Board
of Fresno Unified School District

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

RESOLUTION NO. 23-63

RESOLUTION FOR ADOPTION TO)
OBTAIN COMMERCIAL CARD ACCOUNTS)

The undersigned, Clerk, of the Fresno Unified School District Governing Board, Fresno, California ("District"), political subdivision of state, does hereby certify that this resolution set forth below ("resolution") was duly and regularly passed and adopted by the Governing Board of District, at a meeting duly called, on the 24th day of May 2023, and such resolution is still in full force and effect and has not been amended or revoked.

RESOLVED, that any one of the following:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Director, Fiscal Services

be and each hereby is authorized, directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank, N.A. (Kansas City, Missouri) (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for District) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

This RESOLUTION revokes and supersedes Resolution No. 23-35 and is effective on May 24, 2023, until revoked or superseded.

FURTHER RESOLVED, that any one of the foregoing named officers of District may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of District may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

Resolution No. 23-63

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for District by authority of these resolutions.

SPECIMEN SIGNATURES:

Robert G. Nelson, Ed.D.
Superintendent



Signature

Patrick Jensen,
Interim Chief Financial Officer



Signature

Kim Kelstrom
Chief Executive, Fiscal Services



Signature

Rosa Contreras
Director, Fiscal Services



Signature

PASSED AND ADOPTED this 26th day of May 2023, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-64

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-64 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District and hereby ordered that:

Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of the Associated Student Body Accounts for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Christine Stevens, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-36 and is effective on May 24, 2023, or until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-65

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-65 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District and hereby ordered that:

Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of General Accounting Deposits for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-37 and is effective on May 24, 2023, or until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1



STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.

Susan Wittrup

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 23-66

On motion of Trustee Davis, seconded by Trustee Thomas, RESOLUTION NO. 23-66 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to establish a bank account for the processing of electronic fund transfer for employee reimbursements for Fresno Unified School District. Transactions shall be initiated by two of the following District agents:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Interim Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Director, Fiscal Services
Christine Stevens, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-38 and is effective on May 24, 2023, until revoked or superseded.

PASSED AND ADOPTED this 24th day of May 2023, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 6

NOES: 0

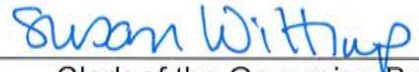
ABSENT: 1

STATE OF CALIFORNIA)
COUNTY OF FRESNO)



I, Susan Wittrup, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 24th day of May 2023.



Clerk of the Governing Board of
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 2022/23 Certificated Management Schedules

ITEM DESCRIPTION: Included in the Board binders are the following salary schedules:

- 2022/23 Revised Certificated Management Monthly Salary Schedule 206 Duty Days (11 Months Work Schedule)
- 2022/23 Revised Certificated Management Monthly Salary Schedule 206 Duty Days (12 Months Work Schedule)
- 2022/23 Revised Certificated Management Monthly Salary Schedule 215 Duty Days (11 Months Work Schedule)
- 2022/23 Revised Certificated Management Monthly Salary Schedule 215 Duty Days (12 Months Work Schedule)
- 2022/23 Revised Certificated Management Monthly Salary Schedule 261 Duty Days

The 2022/23 Revised Certificated Management salary schedules reflect the change in grade level effective January 1, 2023, for the following positions:

- Principal III on Special Assignment moves from Grade E-28 to Grade E-29
- Principal II on Special Assignment moves from Grade E-27 to Grade E-28
- Vice Principal III on Special Assignment moves from Grade E-26 to Grade E-27
- Vice Principal II on Special Assignment moves from Grade E-25 to Grade E-26
- Vice Principal I on Special Assignment moves from Grade E-24 to Grade E-25

The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual Board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

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

PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:



Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 206 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	\$10,376.44	\$10,895.06	\$11,440.06	\$12,011.79	\$12,612.50
E28	Principal II	E145	\$10,102.61	\$10,607.86	\$11,138.40	\$11,695.29	\$12,280.01
	Principal II on Special Assignment	E146					
E27	Principal II on Special Assignment-	E146	\$9,807.65	\$10,297.66	\$10,812.20	\$11,353.10	\$11,921.14
	Vice Principal III	E191					
	Vice Principal III on Special Assignment	E192					
E26	Vice Principal III on Special Assignment	E192	\$9,340.31	\$9,807.65	\$10,297.66	\$10,812.20	\$11,353.10
E25	Manager II, - Special Education/Principal I	E062	\$8,895.65	\$9,340.31	\$9,807.65	\$10,297.66	\$10,812.20
	Manager II, Regional Instructional	E222					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	\$8,472.13	\$8,895.65	\$9,340.31	\$9,807.65	\$10,297.66

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

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.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 206 Duty Days (12 Month/July to June Work Schedule)

<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>
E29	Principal III	E147	\$9,511.73	\$9,987.14	\$10,486.72	\$11,010.81	\$11,561.46
E28	Principal II	E145	\$9,260.73	\$9,723.87	\$10,210.20	\$10,720.68	\$11,256.68
	Principal II on Special Assignment	E146					
E27	Principal II on Special Assignment	E146	\$8,990.35	\$9,439.52	\$9,911.18	\$10,407.01	\$10,927.71
	Vice Principal III	E191					
	Vice Principal III on Special Assignment	E192					
E26	Vice Principal III on Special Assignment	E192	\$8,561.95	\$8,990.35	\$9,439.52	\$9,911.18	\$10,407.01
E25	Manager II, - Special Education/Principal I	E062	\$8,154.35	\$8,561.95	\$8,990.35	\$9,439.52	\$9,911.18
	Manager II, Regional Instructional	E222					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	\$7,766.12	\$8,154.35	\$8,561.95	\$8,990.35	\$9,439.52

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

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.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 215 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III Principal III on Special Assignment	E147 E215	\$10,829.78	\$11,371.06	\$11,939.86	\$12,536.58	\$13,163.54
E28	Principal II on Special Assignment Principal III on Special Assignment	E146 E215	\$10,543.99	\$11,071.31	\$11,625.03	\$12,206.25	\$12,816.52
E27	Principal II on Special Assignment Vice Principal III on Special Assignment	E146 E192	\$10,236.14	\$10,747.56	\$11,284.58	\$11,849.11	\$12,441.96
E26	Manager III, Special Education Programs and Services Vice Principal III on Special Assignment Vice Principal II Vice Principal II on Special Assignment	E124 E192 E190 E217	\$9,748.38	\$10,236.14	\$10,747.56	\$11,284.58	\$11,849.11
E25	Manager II - Specialized Programs Manager II, Campus Culture Manager II, English Language Development Manager II, Nurse Educator Manager II, Preschool Infant Manager II, Regional Instructional Manager II, Social Emotional Support School Psychologist - District Vice Principal II on Special Assignment Vice Principal I on Special Assignment	E245 E033 E040 E273 E047 E222 E028 E151 E217 E187	\$9,284.29	\$9,748.38	\$10,236.14	\$10,747.56	\$11,284.58
E24	Manager I, Autism Support Manager I, Prevention and Intervention Manager I, Technology Training School Counselor Vice Principal I on Special Assignment	E153 E055 E157 E060 E187	\$8,842.27	\$9,284.29	\$9,748.38	\$10,236.14	\$10,747.56
E23	Coordinator II, Attendance School Social Worker	E137 E152	\$8,421.17	\$8,842.27	\$9,284.29	\$9,748.38	\$10,236.14

Year 2022-2023

6% increase effective 7/1/2022

Board approved **PENDING**

Page 1 of 2

Year: Management Salary Schedule 2022-2023

Salary may be pro-rated based on FTE (<1.0 FTE)

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 215 Duty Days (11 Month/August to June Work Schedule)

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

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.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 215 Duty Days (12 Month/July to June Work Schedule)

<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>
E29	Principal III Principal III on Special Assignment	E147 E215	\$9,927.30	\$10,423.47	\$10,944.88	\$11,491.86	\$12,066.57
E28	Principal III on Special Assignment Principal II on Special Assignment	E215 E146	\$9,665.33	\$10,148.70	\$10,656.27	\$11,189.06	\$11,748.47
E27	Principal II on Special Assignment Vice Principal III on Special Assignment	E146 E192	\$9,383.13	\$9,851.93	\$10,344.19	\$10,861.69	\$11,405.13
E26	Manager III, Special Education Programs and Services Vice Principal III on Special Assignment Vice Principal II Vice Principal II on Special Assignment	E124 E192 E190 E217	\$8,936.02	\$9,383.13	\$9,851.93	\$10,344.19	\$10,861.69
E25	Manager II - Specialized Programs Manager II, Campus Culture Manager II, English Language Development Manager II, Nurse Educator Manager II, Preschool Infant Manager II, Regional Instructional Manager II, Social Emotional Support School Psychologist - District Vice Principal II on Special Assignment Vice Principal I on Special Assignment	E245 E033 E040 E273 E047 E222 E028 E151 E217 E187	\$8,510.60	\$8,936.02	\$9,383.13	\$9,851.93	\$10,344.19
E24	Manager I, Autism Support Manager I, Prevention and Intervention Manager I, Technology Training School Counselor Vice Principal I on Special Assignment	E153 E055 E157 E060 E187	\$8,105.41	\$8,510.60	\$8,936.02	\$9,383.13	\$9,851.93

Year 2022-2023

6% increase effective 7/1/2022

Board approved **PENDING**

Page 1 of 2

Year: Management Salary Schedule 2022-2023

Salary may be pro-rated based on FTE (<1.0 FTE)

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 215 Duty Days (12 Month/July to June Work Schedule)

E23	Coordinator II, Attendance	E137	\$7,719.40	\$8,105.41	\$8,510.60	\$8,936.02	\$9,383.13
E21	School Social Worker	E152	\$7,001.83	\$7,351.90	\$7,719.40	\$8,105.41	\$8,510.75

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

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.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 261 Duty Days (12 Month/July to June Work Schedule)

<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	Assoc Superintendent, School Leadership/School Support Services	E176	\$14,736.86	\$15,512.41	\$16,328.98	\$17,188.40	\$18,093.06
E32	Chief Engagement and External Partnerships Officer	E259	\$13,279.71	\$13,943.72	\$14,640.95	\$15,373.04	\$16,141.67
	Instructional Superintendent, School Curriculum	E225					
	Instructional Superintendent, School Leadership	E224					
E31	Assistant Superintendent, Early Learning	E246	\$11,910.07	\$12,505.59	\$13,130.89	\$13,787.46	\$14,476.83
	Assistant Superintendent, EL Program and Services	E202					
	Assistant Superintendent, School Leadership	E203					
	Assistant Superintendent, Special Education Services	E177					
E30	Principal V	E226	\$11,218.84	\$11,779.78	\$12,368.77	\$12,987.20	\$13,636.59
E29	Administrator, Leadership Development	E009	\$10,527.54	\$11,053.72	\$11,606.69	\$12,186.73	\$12,796.20
	Executive Director, Special Education	E233					
	Principal IV	E148					
	Principal IV on Special Assignment	E216					
	Principal III on Special Assignment	E215					
E28	Principal III on Special Assignment	E215	\$10,249.77	\$10,762.40	\$11,300.60	\$11,865.58	\$12,458.87
E27	Director, Health Services	E076	\$9,950.50	\$10,447.64	\$10,969.66	\$11,518.49	\$12,094.76
	Director, Instructional Media Services	E080					
	Director, Instructional Support	E070					
	Director, School Choice	E087					
	Director, SELPA	E091					
E26	Manager III, Athletics	E110	\$9,476.30	\$9,950.50	\$10,447.64	\$10,969.66	\$11,518.49
	Manager III, Community Family Engagement Network	E112					
	Manager III, Early Childhood Education	E114					

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective January 1, 2023

Management 261 Duty Days (12 Month/July to June Work Schedule)

<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>
E25	Manager II, Social Emotional Support	E028	\$9,025.15	\$9,476.30	\$9,950.50	\$10,447.64	\$10,969.66
	Manager II, Special Education	E212					
	Manager II, State and Federal Programs	E056					
E24	Manager I (General)	E258	\$8,595.50	\$9,025.15	\$9,476.30	\$9,950.50	\$10,447.64

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

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

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

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Associate Superintendent 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.

*This position does not receive longevity and the District is fully reimbursed for all compensation and employer-related expenses pursuant to the vendor contract for this position.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Revised 2022/23 Classified Y-Rated Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board Binders is the revised 2022/23 Classified Y-Rated Hourly Salary Schedule.

The reason for bringing the revised 2022/23 Classified Y-Rated Hourly Salary Schedule for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

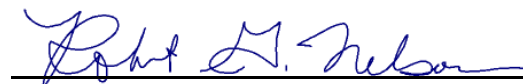
FINANCIAL SUMMARY: Sufficient funds are available in the Human Resources budget.

PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT

Classified Y-Rated Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G20	Paraprof, Instructional Asst	W037	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
G24	Paraprof, Mild/Moderate	W047	\$16.7452	\$17.5973	\$18.4732	\$19.4197	\$20.4612
G28	Assistant, Office II	W057	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
G32	Assistant, Office III	W058	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
G34	Attendance Records Assistant Assistant, Office III Program Eligibility Technician	W011 W058 W072	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
G35	Assistant, Campus Safety Home/School Liaison-Spanish Paraeducator, Community Based Paraprof, DHH Sign	W061 W125 W152 W064	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
G40	Paraprof, DHH Oral Paraprof, DHH Sign	W063 W064	\$24.8647	\$26.1371	\$27.4410	\$28.8547	\$30.2996
G44	Child Welfare & Attend Specialist II	W165	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
G51	Human Resources Data Specialist II	W173	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811

Year 2022-2023

6% increase effective 7/1/2022

Board approved **PENDING**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Revised 2022/23 Operations Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board binders is the revised 2022/23 Operations Hourly Salary Schedule.

This is in accordance with the Tentative Agreement between the Fresno Unified School District (District) and the Service Employee International Union, Local 521 (SEIU) regarding the parties' negotiated Tentative Agreement to fully and finally resolve the parties' successor contract negotiations for the 2022/2023 school year. This reflects the hourly salary increase retroactive to July 01, 2022.

The reason for bringing the revised current year's salary schedule for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

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

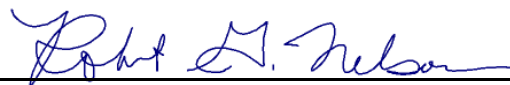
PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: David Chavez,
Chief Human Resources

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N25	Custodian	O003	\$17.5894	\$18.4742	\$19.4429	\$20.4353	\$21.5116
	Worker, Warehouse Trainee*	O030					
N27	Custodian, PE Male/Female	O006	\$18.4742	\$19.4429	\$20.4353	\$21.5116	\$22.6236
N30	Custodian, Lead	O029	\$19.9690	\$20.9855	\$21.9898	\$23.1138	\$24.3097
	Operator, Swimming Pool	O014					
	Worker, Grounds Maint I	O018					
N31	Coordinator, Plant I	O004	\$20.4663	\$21.4893	\$22.5633	\$23.6918	\$24.8758
N32	Specialist, Stadium Grounds	O016	\$20.7940	\$21.7866	\$22.8628	\$24.0584	\$25.2541
	Worker, Grounds Maint II	O019					
	Worker/Driver, Warehouse I	O024					
N33	Coordinator, Plant II	O005	\$21.2964	\$22.4323	\$23.5201	\$24.6683	\$25.8999
	Courier, District	O001					
	Driver, Bus	O009					
	Driver, Truck	O012					
N34	Operator, School Farm Lab	ZZ294	\$21.7866	\$22.8628	\$24.0584	\$25.2541	\$26.5337
	Worker, Grounds Maint III-Chipper Truck Operator	O020					
	Worker, Grounds Maint III-Gang Reel Mower Operator	O026					
	Worker, Warehouse/Freezer	O021					

Year 2022-23

6% increase effective 7/1/2022

Board approved PENDING

FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2022-2023

Effective July 1, 2022

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N35	Courier, District II	O002	\$22.4323	\$23.5201	\$24.6683	\$25.8999	\$27.2152
	Driver, Relief Bus	O011					
	Manager, Auditorium Operations	O013					
	Worker/Driver, Warehouse II	O025					
N36	Worker, Grounds Maint IV - Aerator Tractor	O027	\$22.8628	\$24.0584	\$25.2541	\$26.5337	\$27.9684
	Worker, Grounds Maint IV - Line Burner	O022					
	Worker, Grounds Maint IV - Tractor Loader	O028					
	Worker, Grounds Maint IV - Tree Trimmer	O023					
N37	Driver, Senior Bus	O010	\$23.5201	\$24.6683	\$25.8999	\$27.2152	\$28.6260
N38	Scheduler, Transportation	O015	\$24.0584	\$25.2541	\$26.5337	\$27.9684	\$29.3915
N43	Dispatcher/Special Educ Dispatcher	O008	\$27.1943	\$28.5548	\$29.9825	\$31.4816	\$33.0558

*Warehouse Worker Driver Trainee to be upgraded to Warehouse Worker Driver I after completing one year and meeting the standard of expectations for the training period.

Year 2022-23

6% increase effective 7/1/2022

Board approved PENDING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Proposed Revisions for Board Bylaws

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following ten Board Bylaws (BB) and one Administrative Regulation (AR):

- BB 9000 Role of the Board (Powers and Responsibilities)
- BB 9001 Management Oversight (DELETE)
- BB 9012 Board Member Electronic Communications
- BB 9110 Regular and Student Members; Terms of Office
- BB 9220 Governing Board Elections
- BB 9223 Filling Vacancies
- BB 9310 Policy Manual (DELETE)
- AR 9311 Board Policies (DELETE)
- BB 9312 Board Bylaws (DELETE)
- BB 9313 Administrative Regulations (DELETE)
- BB 9314 Suspension of Policies, Bylaws, Administrative Regulations (DELETE)

These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight – CSBA recommended language policy	Blue font – Clarification or readability changes
Peach font – Subcommittee recommendation	Red-strikeout – Recommended deletion
Grey font – New Policy, CSBA recommended	Green font – CDE/FPM/Legal required change
Green font – Legally mandated/reference changes	Purple font – Information change
Teal header – *New Policy, non-CSBA proposed	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) 9000

Role of The Board ~~(Powers And Responsibilities)~~

The Governing Board is elected by the community to provide leadership and citizen oversight of the district's schools. The Board shall work with the Superintendent to fulfill its major roles, which include:

1. ~~Establishing a long-term vision for the district~~ Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement
2. ~~Establishing and maintaining a basic organizational structure for the district, including employment of the Superintendent and adoption of policies, curriculum, the budget and the collective bargaining agreement~~ an effective and efficient organizational structure for the district by:
 - a. **Employing the Superintendent** and setting policy for hiring of other personnel
 - b. Overseeing the development and **adoption of policies**
 - c. Establishing academic expectations and adopting the **curriculum** and instructional materials
 - d. Establishing **budget** priorities and adopting the budget
 - e. Providing safe, adequate facilities that support the district's instructional program
 - f. Setting parameters for negotiations with employee organizations and ratifying **collective bargaining agreements**
3. Providing support to the Superintendent and staff as they carry out the Board's direction by:
 - a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support district priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons
4. 3. Ensuring accountability to the public for the performance of the district's schools by ~~local community, including personnel, programmatic and fiscal accountability and service as a judicial and appeals body as needed~~
 - a. **Evaluating the Superintendent** and setting policy for the evaluation of other personnel
 - b. Monitoring and evaluating the effectiveness of **policies**
 - c. Serving as a **judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements**
 - d. Monitoring **student achievement** and program effectiveness and requiring program changes as necessary
 - e. Monitoring and adjusting district finances
 - f. Monitoring the **collective bargaining process**
5. Providing community leadership and advocacy **on behalf of** students, the **district's** educational **program**, and **public education** in order to build support at the local, state and national levels ~~on behalf of children, district programs and public education~~

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

The Board may delegate any of its duties to the Superintendent or designee but shall be ultimately responsible for the performance of any duties it delegates. (Education Code 35161)

(cf. 2120 – Superintendent of Schools)

(cf. 2210 – Administrative Leeway in Absence of Governing Board Policy)

Vision

The Board shall set the direction for the district by adopting a vision statement which defines the district's goals and priorities. The Board shall carry out its vision setting role by identifying the strengths and needs of the district, developing and adopting a process for framing the vision, soliciting staff and community input as appropriate, ensuring that the adopted vision statement is implemented, and conducting a periodic review of the vision.

(cf. 0100 – Philosophy)

(cf. 0200 – Goals for the School District)

Superintendent Selection and Evaluation

The Board shall be solely responsible for employing the Superintendent and ensuring that he/she is the best match for the district based on needed abilities, traits and level of knowledge. When selecting a new Superintendent, the Board shall ensure a smooth transition period; evaluate the district's current and long-term needs; plan and conduct a process for recruitment, screening and selection; and approve the Superintendent's employment contract. The Board shall yearly evaluate the Superintendent based on an evaluation system and performance objectives established by the Board and Superintendent.

(cf. 2121 – Superintendent's Contract)

(cf. 2122 – Superintendent of Schools: Responsibilities and Duties)

(cf. 2123 – Evaluation of the Superintendent)

Policy Adoption and Monitoring

The Board shall govern the schools by adopting policies that reflect the district's vision and the mandates of law. The Board shall establish a clear policy development process through which it may deliberate on issues, identify priorities, assign responsibilities, identify goals and courses of action, and review policy decisions.

The Board shall also adopt bylaws that promote cooperation, trust and teamwork among its members, give parameters to the Board's operation as a governing body, and ensure that its meetings proceed efficiently and in compliance with law.

(cf. 9200 – Members)

(cf. 9300 – Governance)

(cf. 9311 – Board Policies)

(cf. 9312 – Board Bylaws)

(cf. 9323 – Meeting Conduct)

(cf. 9400 – Board Self-Evaluation)

Curriculum Adoption and Program Accountability

While the design and implementation of curriculum is primarily a staff responsibility, the Board's role is to adopt overall educational goals and

standards, define the curriculum development process, specify graduation requirements, adopt the developed curriculum and ensure compliance with state and federal laws.

To ensure accountability to the community, the Board shall establish measurable benchmarks to assess the effectiveness of the district's educational programs in producing desired student achievement results. Based on these assessments, the Board shall direct the Superintendent or

designee to take corrective actions as needed.

(cf. 0420.5—School Based Decision Making)
(cf. 6010—Goals and Objectives)
(cf. 6011—Academic Standards)
(cf. 6141—Curriculum Development and Evaluation)
(cf. 6146.1—High School Graduation Requirements/Standards of Proficiency)
(cf. 6146.5—Elementary School Promotion/Standards of Proficiency)
(cf. 6162.5—Student Assessment)
(cf. 6190—Evaluation of the Instructional Program)

Budget, Facilities and Fiscal Accountability

The Board shall adopt a sound, responsible budget that supports district goals and priorities. To guide the Superintendent or designee in development of the budget, the Board shall establish a budget calendar, budget process and spending priorities.

Recognizing that school facilities are a long term obligation that impacts district budgets, the Board shall also ensure that a plan is in place to address the district's facility needs, including the funding, construction and maintenance of school facilities. The Board shall approve facility sites, funding sources and architectural and construction contracts.

The Board recognizes that it is accountable to the community for its budget and facilities decisions and for the district's fiscal integrity. The Board shall use accountability systems and processes in order to monitor the district's fiscal health.

(cf. 3000—Concepts and Roles)
(cf. 3100—Budget)
(cf. 3312—Contracts)
(cf. 3460—Financial Reports and Accountability)
(cf. 7110—Facilities Master Plan)
(cf. 7140—Architectural and Engineering Services)
(cf. 7150—Site Selection and Development)
(cf. 7210—Facilities Financing)

Collective Bargaining

The Board is the legal representative of the district in negotiations with employee representatives. In carrying out the collective bargaining process, the Board shall set goals and guidelines for collective bargaining, approve the selection of the bargaining team, maintain communications throughout the process and approve the negotiated contract.

(cf. 4141/4241—Collective Bargaining Agreement)
(cf. 4143/4243—Negotiations/Consultation)

Judicial and Appeals Body

In addition to establishing complaint procedures that ensure due process and facilitate the satisfactory resolution of issues, the Board may convene to serve as a judicial and appeals body in accordance with law, Board policies and negotiated agreements. The Board may delegate fact-finding or hearing responsibilities in appropriate cases but remains the final decision maker in these proceedings.

(cf. 1312—Complaints Concerning the Schools)
(cf. 4031—Complaints Concerning Discrimination in Employment)
(cf. 4117.3—Personnel Reduction)
(cf. 4117.4—Dismissal)
(cf. 4144/4244/4344—Complaints)
(cf. 4218—Dismissal/Suspension/Disciplinary Action)
(cf. 4317.3—Personnel Reduction)
(cf. 5116.1—Intradistrict Open Enrollment)
(cf. 5117—Interdistrict Attendance)
(cf. 5119—Students Expelled from Other Districts)
(cf. 5125.3—Challenging Student Records)
(cf. 5144.1—Suspension and Expulsion/Due Process)
(cf. 6159.1—Procedural Safeguards and Complaints for Special Education)

~~(cf. 6164.6 – Identification and Education under Section 504)~~

Community Leadership

Recognizing that the level of local, state and national support for education impacts the Board's ability to fulfill its responsibilities, the Board shall engage in advocacy on behalf of district schools. The Board shall ensure that the district has the capability to respond to emergency issues as well as a proactive communications plan for issues that are district priorities.

The Board shall also build and maintain community support by actively involving parents/guardians, business and other community members in the schools and informing them about district programs, policies and issues.

~~(cf. 1112 – Media Relations)~~

~~(cf. 1160 – Political Processes)~~

~~(cf. 1400 – Relations between Other Governmental Agencies and the Schools)~~

~~(cf. 1700 – Relations between Private Industry and the Schools)~~

~~(cf. 9010 – Public Statements)~~

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

5304 Duties of governing board (re school district elections)

12400-12405 Authority to participate in federal programs

17565-17592 Board duties re property maintenance and control

33319.5 Implementation of authority of local agencies

35000 District name

35010 Control of district; prescription and enforcement of rules

35020-35046 Officers and agents

35100-35351 Governing boards, **especially:**

35160-35185 Powers and duties

35291 Rules **(power of governing board)**

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: January 30, 1997

revised: January 12, 2000

revised: Spring ____, 2023

Policy Section: 9000 Bylaws

Fresno USD | 9000 | BB 9001 Board Bylaws

Management Oversight

The purpose of this policy is to guide the Governing Board with a standard for highly effective and efficient Management Oversight. The Board is a body corporate, not a collection of individuals, governed by the state and federal law to serve the interests of district.

The Board will fulfill its duty to assure the public that district resources are being used efficiently and effectively by reviewing the integrity and performance of the districts major management systems on a regular basis. This policy sets forth standards and describes processes, but from time to time processes and timelines may vary. The standards and processes are not intended to be overly restrictive or become issues of dispute, but rather to provide guidelines for effective management oversight.

Management Oversight

The Board is responsible for overseeing management of the districts major systems to assure all staff and district systems have as their overarching goal, student achievement. Major systems are discussed and listed in the Board policy on Board Workshops and the Board Workshops calendar.

(cf. 9320.1 - Board Workshops)

The Board will hold the Superintendent accountable for the performance of the district systems. The Board will consider the results of its oversight reviews into the Superintendents annual performance evaluation. In exercising its oversight responsibilities, the Board will not manage the day-to-day operations of the district.

The Board will fulfill its management oversight responsibilities by:

Reviewing the performance of all major management systems at least annually, using performance measurements approved by the Board

Reviewing the integrity of all major management systems at least once every three years (where integrity is defined as overall effectiveness, including structure, process, performance measurements, internal controls, etc.)

Overseeing the annual external financial audit process

Ensuring that the Superintendent acts on the auditors recommendations

The Superintendent will be responsible for ensuring that all procedures, controls, checks and balances, and codes of ethics are in place and are being executed properly.

The Board, acting as a body, will require the Superintendent to provide data and other information necessary to document effective execution and results. The Board may also decide to call for external reviews of systems integrity and performance (e.g., from audit firms, task forces comprised of local experts or community members, etc.).

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: April 25, 2007 Fresno, California

Fresno Unified Board Bylaw (BB) 9012

Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting, circumvent the public's right to access records regarding district business, or restrict access to a public forum.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to a district electronic storage device for easy retrieval.

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

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions **and applications**

GOVERNMENT CODE

7920.000-7930.170 **6250-6270** California Public Records Act

11135 **Prohibition of State programs and activities**, discrimination

54950-54963 The Ralph M. Brown Act, **especially**

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226

Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 30, 2018 Fresno, California

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified Board Bylaw (BB) 9110

Regular and Student Members; Terms of Office

Regular Members

The Governing Board shall consist of seven members **whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each year in which the Board's elections are regularly held. (Education Code 35012).**

The term of office for **Board** members elected in regular elections shall be four years, **commencing on the second Friday in December following their election. (Education Code 5017)** ~~and staggered so that, as nearly as practicable, one-half of the members are elected in each even-numbered year.~~

The term of office for Board members elected in regular elections shall be four years, commencing on the second Friday in December following their election. (Education Code 5017)

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9220 - Elections)
(cf. 9223 - Filling Vacancies)

Student Board Members

The Board believes it is important to seek out and consider students' ideas, viewpoints and reactions to the educational program. In order to facilitate student input and involvement, student Board member(s) are encouraged to attend all Board meetings except closed sessions.

Procedures for the selection and appointment of student Board members shall be approved by the Board. The term of student Board members shall be one calendar year, commencing on July 1, (Education Code 35012)

Student Board members shall be seated with regular Board members and be recognized at meetings as full members. They may participate in questioning witnesses and discussing issues and shall receive all materials presented to Board members except those related to closed sessions.

Student Board members may be reimbursed for expenses incurred in meeting responsibilities of the position, but shall not receive the compensation for attendance at Board meetings to which regular Board members may be entitled. (Education Code 35012)

(cf. 9250—Remuneration, Reimbursement, Other Benefits)

Student Board members may exercise a preferential vote on agenda items with the exception of items involving personnel or items which have been a subject of closed-session deliberation. The preferential vote is advisory and will in no case determine the outcome of the agenda item. The vote shall be recorded in the Board meeting minutes.

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Legal Reference:

EDUCATION CODE

1302 Local elections; school district election

5000-5033 Election of school district board members

33000.5 Appointment of student members (state department of education)

35010 Control of district; prescription and enforcement of rules

35012 Board members; number, election and terms; ~~nonvoting pupil members~~

35107 School district employees Eligibility (adult member)

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: January 12, 2000

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified Board Bylaw (BB) 9220

Governing Board Elections

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if **the person he/she** is 18 years of age or older, a citizen of **the state California**, a resident of the school district, a registered voter, and not legally disqualified from holding civil office, and resides in designated trustee areas. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or **elected as be** a Board member except when **the person he/she** has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign **from district employment his/her position** before being sworn in or shall have **the his/her** employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 – Oath of Affirmation)

(cf. 9270 – Conflict of Interest)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election. **Board election procedures shall be conducted in accordance with Elections Code 1302. state and federal law. (cf. 9110 - Terms of Office)**

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

Elections Process and Procedures Electing Board Members

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee area shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 9005 – Governance Standards)

Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

The district shall assume no part of the cost of printing, handling, translating, ~~or mailing, or~~ electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
- ~~1-~~ 2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 – Filling Vacancies)

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot (i.e. by a coin toss, random drawing). (Education Code 5016)

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Legal Reference:

EDUCATION CODE

~~1000 Composition, and trustee area, county board of education~~

1006 ~~Prohibition against school district employees serving on~~ Qualifications for holding office, county board of education

5000-5033 Elections ~~of school district board members~~

5220-5231 Elections

5300-5304 General provisions; ~~conduct of elections~~

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation; ~~for~~ election officer

5390 Qualifications of voters

~~5091 Vacancies; petitions for special election~~

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions

7054 Use of district property; ~~campaign purposes~~

25107 Eligibility, school district employees
25177 Campaign expenditures or contributions
25229 Compensation of governing board member of districts with less than 70 ADA

ELECTIONS CODE

20 Public office eligibility
1302 Local elections, school district election
2201 Grounds for cancellation
4000-4008 Elections conducted wholly by mail
10010 District boundaries
11000 Recall of officers
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
13307 Candidate's statement
13308 Candidate's statement contents
13309 Candidate's statement, indigence
14025-1432 California Voting Rights Act
14050-14057 California Voter Participation Rights Act
20440 Code of Fair Campaign Practices

GOVERNMENT CODE

1021 Conviction of crime
1097 Illegal participation in public contract
1770 Vacancy of office
12940 Unlawful Non-discrimination, Seniority, Fair Employment practices and Housing Act
81000-910143 Political Reform Act

PENAL CODE

68 Bribes
74 Acceptance of gratuity
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty

CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices
Article 7, Section 8 Disqualification from office

UNITED STATES CODE, TITLE 452

10301-10508 1973-1973aa-6 Voting Rights Act

COURT DECISIONS

Rey v. Madera Unified School District, (2012) 138 Cal. Rptr.3d 192
Randall v. Sorrell, (2006) 126 S. Ct. 2479
Sanchez v. City of Modesto, (2006) 51 Cal. Rptr.3d 821
Dusch v. Davis, (1967) 387 U.S. 112

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen.49 (2002)
83 Ops.Cal.Atty.Gen. 181 (2000)
81 Ops.Cal.Atty.Gen. 98 (1998)
69 Ops. Cal. Atty. Gen. 290 (1986)
105 Ops.Cal.Atty.Gen.182 (2022)

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>
CA Secretary of State's Office: <http://www.ss.ca.gov>

Management Resources:

WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>
CA Secretary of State's Office: <http://www.ss.ca.gov>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California
revised: January 30, 1997
revised: November 14, 2001
revised: June 1, 2016
revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno Unified School District Board Bylaw (BB) 9223

Filling Vacancies

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent. (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of their office for the remainder of their term. (Government Code 1770)
3. A Board members resignation. (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of their resignation for more than 60 days after they file the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

A Board member may not defer the effective date of their resignation for more than 60 days after they file the resignation with the County Superintendent.

4. A Board members removal from office, including recall. (Government Code 1770; Elections Code 11384)
5. A Board members ceasing to be a resident of the district. (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which they represent on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

In the case of illness or other urgent necessity involving the Board member, or the Board member's spouse, child or parent, as defined by Family Medical Leave Act, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in their absence. If two or more members of the Board are absent by reason of these circumstances, and

those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members, as necessary to enable the Board to conduct business and discharge its responsibilities.

The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of their office for the period of three consecutive months, except when prevented by illness, involving the Board member, or the Board member's spouse, child or parent, as defined by the Family Medical Leave Act, or when absent from the state with the permission required by law. (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of their official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file their required oath within the time prescribed. (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment. (Government Code 1770)

11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

12. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

~~2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091)~~

~~3.~~ 2. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which **the person** ~~their~~ was elected to fill. (Education Code 5093)

4. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

(cf. 9220 - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)

(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district

election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

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Legal Reference:

EDUCATION CODE

5000-5033 Elections **of school district board members**

5090-5095 Vacancies **on the board**

5200-5208 Districts governed by boards of education

5300-5304 **General provisions; conduct of elections**

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions, **elections**

35107 **School district employees Eligibility of board members**

35178 Resignation with deferred effective date

ELECTIONS CODE

10600-10604 School district elections

11381-11386 Candidates for recall

GOVERNMENT CODE

1064 Absence from state

1770 Vacancies **of office- definition**

3000-3003 Forfeiture of office

3060-3075 Removal other than by impeachment

6061 **Manner of notice as prescribed in designated section** **One-time notice**

54950-54963 The Ralph M. Brown Act

PENAL CODE

88 Bribery, forfeiture from office

UNITED STATES CODE, TITLE 18

704 Military medals or decorations

ATTORNEY GENERAL OPINIONS

105 Ops.Cal.Atty.Gen 182 (2022)

58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California State Attorney Generals Office, Quo Warranto Applications: <http://caag.state.ca.us/opinions/quo.htm>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: February 12, 1998

revised: January 12, 2000

revised: June 18, 2008

revised: December 14, 2016

revised: Spring __, 2023

Policy Section: 9000 Bylaws

Fresno USD | 9000 | BB 9310 Board Bylaws

Policy Manual

The Governing Board recognizes the importance of adopting policies that reflect the district's vision and maintaining a policy manual that is up-to-date and reflects the mandates of law.

(cf. 9000 - Role of the Board)

The Superintendent or designee shall maintain a district policy manual for the purpose of communicating to all interested stakeholders the policies, regulations and bylaws within which district schools will operate. The Board encourages members of the public to acquaint themselves with the district's policy manual.

(cf. 9311 - Board Policies)

(cf. 9312 - Board Bylaws)

(cf. 9313 - Administrative Regulations)

The Superintendent or designee shall ensure that the community and all district employees have access to the policy manual. A public copy of the manual shall be maintained in the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

(cf. 1340 - Access to District Records)

The Superintendent or designee shall establish procedures for distributing to all authorized policy manual holders copies of new or revised policies, bylaws and regulations as they are adopted. Annually, the Superintendent or designee shall review the paper and/or electronic copies of the district's policy manual to ensure that they are up-to-date and complete.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: January 12, 2000

Fresno USD | 9000 | AR 9311 Board Bylaws

Board Policies

The office of the Superintendent or designee will receive sample policies, regulations and bylaws issued by the California School Boards Association. The following procedures will be followed:

1. The Superintendent or designee will review the samples.
2. Policies, regulations and bylaws mandated by law will be given top priority. The Superintendent or designee will ensure that those mandated by law by a certain date are reviewed, amended if necessary and adopted by the Governing Board within the timeline prescribed by law.
3. Policies will be reviewed for:
 - a. Legal requirements.
 - b. Applicability at the local level.
 - c. Options legally available to the district.
 - d. Future need.
4. The Superintendent or designee may delegate the initial task of review and revision to the administrator with appropriate expertise. However, the Superintendent or designee shall retain the responsibility of final review before submitting policies to the Board.
5. Draft policies, regulations and bylaws may be submitted to the district's legal counsel and/or Cabinet for review and recommendations.
6. The Superintendent or designee's office shall place the draft policy or bylaw statement on the agenda of a public Board meeting for first reading. Administrative regulations will be placed on the Cabinet agenda for approval.
7. The Board may return the drafts to the Superintendent or designee for further revision and/or move to give them a second reading and adoption.

Regulation FRESNO UNIFIED SCHOOL DISTRICT

approved: May 11, 1995 Fresno, California

reviewed: January 12, 2000

Fresno USD | 9000 | BB 9312 Board Bylaws

Board Bylaws

The Governing Board shall adopt Board bylaws to govern the internal operations of the Board.

Bylaws may be adopted and amended by a majority vote of all members of the Board, following the same procedures as those used for the adoption or amendment of policy.

(cf. 9311 - Board Policies)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journals

35164 Vote requirements

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

Fresno USD | 9000 | BB 9313 Board Bylaws

Administrative Regulations

In accordance with Governing Board policy, the Superintendent or designee shall specify required actions and design detailed arrangements under which the schools will be operated. The Superintendent or designee shall develop administrative regulations when required by law or Board policy or when, in his/her judgment, Board endorsement of district procedures is desired. Administrative regulations approved by the Board shall be included in the district's policy manual. District and site level procedures will be maintained in appropriate district and/or site locations.

Administrative regulations shall be consistent with Board policies, the California Education code, education-related laws, negotiated employee contracts, and rules and regulations of the State Board of Education. The Board may direct the revision of any regulations which it finds inconsistent with Board policy. Administrative regulations may be approved at a first reading by the Board.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journals

35164 Vote requirements

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

Fresno USD | 9000 | BB 9314 Board Bylaws

Suspension of Policies, Bylaws, Administrative Regulations

Policies, bylaws and administrative regulations may be suspended for a specific purpose and limited time by majority vote.

Suspension of any policy, bylaw or administrative regulation shall undergo the following consideration:

1. Policies, bylaws or administrative regulations shall be reviewed on their own merits rather than the circumstances of the moment.
2. The Governing Board shall decide whether the policy, bylaw or administrative regulation still reflects the intent of the Board and the law. If so, the suspension will be denied and the policy, bylaw or administrative regulation reaffirmed in the minutes.

Superintendent or Designee's Authority

The Superintendent or designee may suspend all or part of any policy, bylaw or administrative regulation when it conflicts with state or federal law or regulations. The Superintendent or designee shall report the suspension to the Board. Suspension shall be valid until the policy, bylaw or administrative regulation is rescinded, amended or reaffirmed.

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35163 Official actions, minutes and journals

35164 Vote requirements

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Central Valley Regional Center, Incorporated

ITEM DESCRIPTION: Included in the Board binders is an agreement with Central Valley Regional Center, Incorporated (CVRC) to provide early intervention services for infants and toddlers between the ages of birth to 36 months, who reside within Fresno Unified School District who are clients of CVRC and have an Individual Family Service Plan (IFSP). This contract is effective July 01, 2023 and ends June 30, 2026. This is an ongoing three-year contract between Central Valley Regional Center and Fresno Unified School District.

Fresno Unified School District is a vendor with Central Valley Regional Center, Incorporated to provide early intervention services. Lori Ann Infant Program is Fresno Unified School District's provider of early intervention services for families living within Fresno Unified School District.

As a vendor, Fresno Unified School District has entered into a State Interagency Agreement with Central Valley Regional Center, Incorporated that states the agreement will be in effect when Fresno Unified School District's Lori Ann Infant Program has reached the mandated capacity of 83. As a vendor, Central Valley Regional Center, Incorporated funds services to approximately 100 infants and toddlers who attend the Lori Ann Infant Program at any one time.

The agreement stated Central Valley Regional Center, Incorporated will submit payment to Fresno Unified School District at a rate of \$798.58 (prorated at \$38.02 per daily rate), monthly in arrears, per infant and toddler for services rendered.

Under Federal law, the district is required to provide programs and services to infants and toddlers from birth to 36 months.

This agreement is effective July 01, 2023, and ends June 30, 2026.

FINANCIAL SUMMARY: Local revenue received from Central Valley Regional Center, Incorporated to serve infants and toddlers birth to 36 month of age who have an Individual Family Service Plan (IFSP).

PREPARED BY: Dr. Tangee Pinheiro,
Instructional 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

Vendor Number

Central Valley Regional Center, Incorporated

4615 N. Marty, Fresno, CA 93722

Vendor Name

Address

Joshua Carrillo

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2026

Term (Duration)

FUSD Contract Administrator:

Angela Dryden

Special Education

457-3220

Name

Site/ Dept

Telephone number

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

Lori Ann Infant Center

Annual Cost

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:

Central Valley Regional Center, Incorporated (CVRC) will provide early intervention services for Early Start eligible infants and toddlers in Fresno County. The target population under this contract is infants from birth to 36 months who are clients of CVRC and who have been identified as needing an early intervention program. Contractor shall provide the total hours of direct and indirect (i.e., consultation) services offered to Early Start eligible children and families as seemed appropriate by the Individualized Family Service Plan (IFSP) team. The provision of services will include a combination of home visits and/or community based services. Speech, physical and occupational therapy evaluations and consultation shall be included as part of the basic level of service.

\$798.58 per month, \$38.02 per daily rate*

*Please note children enrolled partially in the first and/or last month of their attendance will be prorated at a daily rate based on an average of 21 business days within a month for that partial month.

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:** 05/24/23

Will contract be submitted with Bundled Contracts? No

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

NBA
Signed

5/8/2023

Date

Reviewed & approved by **Risk Management**

Shorey
Signed

5/12/2023

Date

Reviewed & approved by **Department Head**

Tangee Pinheiro
Signed

4/28/2023

Date

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

CENTRAL VALLEY REGIONAL CENTER INC.



CONTRACT

By and Between

Central Valley Regional Center, Inc.

And

Fresno Unified School District

Vendor No.: H27913

Service Code: 083

Contract No.: 12-083-002

Authority: 17 CCR 50607

This contract is made and entered into in the State of California between **Central Valley Regional Center, Inc.** and **Fresno Unified School District.** [17 CCR 50607(a)]

It is mutually agreed to between the parties as follows:

I. General Provisions

A. Definitions

1. Words shall have their usual meanings unless the context or a definition clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in singular form include the plural form. Words used in the masculine form include the feminine form. Use of the word shall denotes mandatory conduct, may denotes permissive conduct, and should denotes recommended conduct.

Definitions of terms unique to the contracted service [17 CCR 50607(d)]:

"Authorized Client Representative" means the parent or guardian of a minor, conservator of an adult, or person who is legally entitled to act on behalf of the client.

"Client" means an individual who has been determined by a regional center to meet the eligibility criteria of the Welfare and Institutions Code, Section 4512, and of Title 17, Section 54000, 54001 and 54010, and for whom the regional center has accepted responsibility. The term is synonymous with the term "consumer."

"Direct Service(s)" means hands-on training provided by the vendor in accordance with the requirements of the consumer's Individual Program Plan (IPP) and the provisions of Title 17, Section 56720.

"Generic Agency" means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services.

"Individual Program Plan (IPP)" means a written plan that is developed jointly by the consumer, one or more representatives of the regional center, and other persons

CENTRAL VALLEY REGIONAL CENTER INC.



pursuant to Welfare and Institutions Code, Section 4646(d), through a process which identifies the consumer's needs and preferences and adopts a cost-effective strategy for meeting them.

"Interdisciplinary (ID) Team" means the group of persons convened in accordance with the Welfare and Institutions Code, Section 4646, for the purpose of preparing a consumer's IPP.

"Internal Grievance Procedure" means the written set of procedures, established pursuant to Welfare and Institutions Code, Section 4705(a), a SLS vendor uses to achieve the communication and resolution of consumer dissatisfaction.

2. Terms defined in applicable sections of 17 CCR 56076 shall have the same definitions in this contract. [17 CCR 50507(d)]
3. All services shall be rendered in accordance with specifically identified provisions of statute, and Federal and State regulations. [17 CCR 50607(h)] Statutes and regulations cited in this contract are abbreviated in the following manner:

Title	Code	Section
17	CCR	50507

4. The following abbreviations are used:
 - a. CCR California Code of Regulations
 - b. CVRC Central Valley Regional Center
 - c. CFR Code of Federal Regulations
 - d. DDS Department of Developmental Services
 - e. DFEH Department of Fair Employment and Housing
 - f. GC Government Code
 - g. IDT Interdisciplinary Team
 - h. IPP Individual Program Plan
 - i. WIC Welfare and Institutions Code
5. For convenience, the statutory or regulatory authority for certain clauses or provisions is identified at the end of the paragraph or heading thusly:
[17 CCR 50607(a)]
6. Contract titles and section headings are provided for organizational purposes and do not in any manner affect the scope, meaning, or intent of any provision in this contract.

B. Parties to this contract

1. The parties to this contract are:

CENTRAL VALLEY REGIONAL CENTER INC.



a. **Central Valley Regional Center, Inc.**, a California non-profit corporation, having its principal office at **4615 N. Marty, Fresno CA 93722**, hereinafter referred to as CVRC.

b. **Fresno Unified School District**, whose principal office is located at **890 S. 10th Street Bldg C, Fresno CA 93702**, hereinafter referred to as CONTRACTOR.

2. The authorized representatives to sign and administer this contract and to whom formal notices, demands, and communications shall be given are: [17 CCR 50607(b)]

a. For CVRC
Joshua Carrillo
Chief Financial Officer

b. For CONTRACTOR
Patrick Jensen
Interim Chief Financial Officer

3. Formal notices, demands, or communications shall be made in writing and delivered by hand, US Mail, other delivery service, or facsimile transmission.

4. Written notices shall be given within five working days of any change in authorized representatives.

5. No rights or privileges granted under this contract shall inure to the benefit of any person not a party to this contract.

C. Term of Contract

1. The term of this contract shall begin on **July 01, 2023 and end on June 30, 2026**. [17 CCR 50607(c)]

2. This contract may be amended or modified by mutual agreement, in writing, and signed by both authorized representatives and shall comply with the requirements of applicable statutes and regulations. [17 CCR 50607(e)]

D. Conditions Precedent

Prior to the start of this contract:

1. CONTRACTOR shall comply with 17 CCR 54310 through 54390 and apply for vendorization, if required or not already vendorized by CVRC or another regional center.
2. CONTRACTOR shall provide evidence of any license, certification, or registration required by statute or regulation.

CENTRAL VALLEY REGIONAL CENTER INC.



E. Other Provisions

1. All services to be rendered under this contract and any change or amendment to this contract shall be in accordance with specifically identified provisions of statute and Federal and State regulations. [17 CCR 50507(h)]
2. Assignment of this contract, in whole or in part, shall not be allowed. [17 CCR 50507(g)]
3. Indemnification. Contractor agrees to indemnify, defend and hold harmless, CVRC, DDS and the State of California, its officers, agents and employees, from and against any and all claims, losses, expenses, damages, injuries, liability and causes of action, of any nature whatsoever (collectively, "Claims"), that in any way accrues or results to Contractor, CVRC, DDS or the State of California and/ or any of their employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers or any other person, firm or entity that may be injured or damaged by any act, omission or negligence of Contractor and/ or any of its employees, officers, directors, agents, or any person acting on Contractor' s behalf in the performance of this Contract. This indemnification provision extends to include any and all costs or expenses, including, but not limited to, attorney' s fees and expert fees incurred by CVRC, DDS and the State of California as the result of any such claims, and shall survive termination of this Contract. Contractor's obligation to indemnify, defend and hold harmless as described herein shall apply regardless of whether Contractor has acted negligently or intentionally.
4. Insurance. Contractor shall procure and maintain, at its own expense, throughout the term of this Contract, a policy of personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000), under which Contractor shall name CVRC as an additional insured. The " additional insured" portion of Contractor' s insurance policy shall include the following language: " Such insurance as is afforded by the endorsement of the additional insured shall apply as primary insurance. Any other insurance maintained by CVRC, or its officers or employees, shall be in excess only, and shall not contribute to the insurance afforded by this endorsement." Contractor shall require its insurance company(ies) to notify CVRC of any renewal and/ or cancellation of the insurance policy required by this Contract. Copies of Contractor' s insurance policies and the required endorsements shall be provided to CVRC within five (5) calendar days after the insurance is obtained and after all renewals or cancellations of any policy. Failure by Contractor to maintain the insurance policy required by this Contract shall constitute grounds for immediate termination of this contract.
5. Subcontracting of services for which the service provider is vendorized shall not be permitted. [17 CCR 50607(j)]
6. Terms of this contract shall not be construed to excuse compliance with existing statutes or regulations. [17 CCR 50607(l)]

CENTRAL VALLEY REGIONAL CENTER INC.



7. CONTRACTOR, his officers, agents, and employees, in the performance of this contract shall act in an independent capacity and not as officers, agents, or employees of the State of California or CVRC. [17 CCR 50607(f)]

II. Contractor Duties and Responsibilities

A. Scope of Work

1. CONTRACTOR shall ensure that the level of service provided shall, at a minimum, be consistent with the service provider's program design, if applicable, and any other program related documentation relied upon by the Department as a basis for establishing rates of payment. [17 CCR 50608(a)] CONTRACTOR shall develop, maintain, and implement a Program Design as required by 17 CCR 50608, and in compliance with 17 CCR 50608, a summary/outline of which shall be attached and incorporated into this contract as **Exhibit A**.
2. CONTRACTOR shall obtain and maintain any license or certification required by statute or regulation.
3. CONTRACTOR shall adopt and periodically review a written internal grievance procedure to resolve client grievances in accordance with WIC 4705. [17 CCR 50608(e)]
4. CONTRACTOR shall establish procedures to ensure the confidentiality of client information as required by WIC 4514, et seq.

B. Nondiscrimination

1. CONTRACTOR agrees to develop, implement, and maintain a nondiscrimination program as required by applicable State statute and regulation, including Title 2, CCR 8101, et seq. [DDS/CVRC Contract 15]
2. CONTRACTOR shall not deny services, employment, or application for employment to any person on the basis of religion, color, ethnic group, sex, sexual orientation, age physical or mental disability. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
3. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (GC 12900, et seq), the regulations promulgated thereunder (2 CCR 7285.0, et seq), the provisions of GC 11135 through 11139.5, or the regulations or standards adopted by the awarding state agency to implement such.
4. CONTRACTOR shall permit access by representatives of DFEH or DDS upon reasonable notice at any time during the normal business hours, but in no case less than 24-hour notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or agency shall require to ascertain compliance with this section.

Central Valley Regional Center, Inc.

5. CONTRACTOR shall give written notice of their obligations under this section to labor organization with which they have a collective bargaining or other agreement.
6. CONTRACTOR shall comply with pertinent provisions of other state and federal nondiscrimination laws.

C. Records

1. CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to all income, expenses, and services relating to and/or affecting the performance of this contract. [17 CCR 50608(b) and 50604 (d)(1) through (3)(f)]
2. A contract provision requiring the CONTRACTOR to maintain service records to support all billings/invoicing as specified in Section 50604 (d)(1) through (3)(F), as applicable. [17 CCR 50608(c)]
3. A contract provision requiring the CONTRACTOR to submit to the regional center with their billings/invoices the information specified in (c) above for the billing period. [17 CCR 50608(d)]
4. The service provider's records pertaining to the service program and/or the provision of services to persons with developmental disabilities shall be open for audit by the Department, regional center, and any authorized agency representative for a minimum period of three years from the date of the final payment for the State fiscal year. [17 CCR 50610(a)(1)]
5. CONTRACTOR's financial and service records, including source documentation, shall be retained for a minimum of five years from the date of final payment for the State fiscal year in which services were rendered. [17 CCR 50605(a)]
6. CONTRACTOR shall utilize and be bound by 17 CCR 50700, et seq should CONTRACTOR elect to appeal any audit findings and/or recommendations. [17 CCR 50610(a)(2)]
7. CONTRACTOR shall accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay any amounts owed unless appealed and liquidation is stayed pursuant to 17 CCR 50705. [17 CCR 50610(a)(3)]

D. Reports

1. CONTRACTOR shall agree to the following reporting requirements:
 - a. All Special Incident reports shall be submitted to CVRC in accordance with Title 17. Refer to Title 17 section 56093 for requirements and types of incidents to be reported.
 - b. CONTRACTOR shall report the Special Incident in accordance with 17 CCR 54327 to CVRC by telephone or facsimile transmission immediately but not more than 24 hours after learning of the occurrence of the incident.

Central Valley Regional Center, Inc.

- c. CONTRACTOR shall submit a written report of the incident to CVRC within 48 hours after the occurrence.
2. CONTRACTOR shall notify CVRC at least 30 days in advance of any of the following:
 - a. A change in ownership. A change of ownership shall require a change in the vendorization and may be cause for termination of the contract.
 - b. Any change in location or a change in any required license, certification, registration, credential or permit.
 - c. Any change in the Program Design.

III. Client Placement Provision

A. Referrals

CVRC shall be the principal referring agency for this service.

B. Purchase of Service Authorizations

1. CVRC shall generate and process a Purchase of Services Authorization prior to the date of service. CONTRACTOR shall not provide services prior to confirmation of authorization. Services shall be provided as soon as possible in order to meet mandated timelines. Services provided prior to confirmation will not be paid by CVRC.

IV. Fiscal Provisions

A. Payment

1. CVRC shall remit payment to the CONTRACTOR, monthly in arrears, according to the approved amount indicated in the turnaround invoice and which is consistent with the level of service being provided. [17 CCR 50609(a)(1)(2)]
2. **The rate of payment is specified in Exhibit B which contains Contract Fiscal Provisions** WIC 4681.6(b), 4689.8(b) and 4691.9(b). The rate(s) in Exhibit B comply with January 1, 2023 median rate requirements for those service providers bound by the median rates. The service provider was informed that the rate is at or below the median rate, if applicable. WIC 4681.6(b), 4689.8(b) and 4691.9(b).
3. The maximum amount which can be paid to CONTRACTOR under this contract cannot exceed **the rate specified in Exhibit B.** [17 CCR 50609(f)].
4. Invoices received by the fourth business day of the month following the month of expenditure will be paid by the eighth business day of the month in which received. Invoices received after the fourth business day may be held until the following month.
[17 CCR 50609(a)(2)]

Central Valley Regional Center, Inc.

5. All payments are subject to the availability of state funding. [17 CCR 50609(c)]
6. CONTRACTOR shall not bill CVRC nor receive payment for activities or services which are paid, funded, or reimbursed by other agencies or funding sources.
7. The consideration paid shall be the total compensation for the performance of this contract, and its requirements unless otherwise expressly provided. [17 CCR 50609(d)]
8. CONTRACTOR shall acknowledge that when Federal funds are involved the service provider will comply with all Federal rules including, but not limited to the applicable sections of the Code of Federal Regulations. [17 CCR 50609(e)]

B. Direct Service Expenditures and Administrative costs

The CONTRACTOR will follow the guidelines from WIC 4629.7.

The code reads as follows:

- (a) Notwithstanding any other provision of law, all regional center contracts or agreements with service providers in which rates are determined through negotiations between the regional center and the service provider shall expressly require that not more than 15 percent of regional center funds be spent on administrative costs. For purposes of this subdivision, direct service expenditures are those costs immediately associated with the services to consumers being offered by the provider. Funds spent on direct services shall not include any administrative costs. Administrative costs include, but are not limited to, any of the following:
 - (1) Salaries, wages, and employee benefits for managerial personnel whose primary purpose is the administrative management of the entity, including, but not limited to, directors and chief executive officers.
 - (2) Salaries, wages, and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, and facility management.
 - (3) Facility and occupancy costs directly associated with administrative functions.
 - (4) Maintenance and repair.
 - (5) Data processing and computer support services.
 - (6) Contract and procurement activities, except those provided by a direct service employee.
 - (7) Training directly associated with administrative functions.
 - (8) Travel directly associated with administrative functions.
 - (9) Licenses directly associated with administrative functions.
 - (10) Taxes.
 - (11) Interest.
 - (12) Property insurance.

Central Valley Regional Center, Inc.

- (13) Personal liability insurance directly associated with administrative functions.
 - (14) Depreciation.
 - (15) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.
- (b) Notwithstanding any other provision of law, all contracts between the department and the regional centers shall require that not more than 15 percent of all funds appropriated through the regional center's operations budget shall be spent on administrative costs. For purposes of this subdivision, "direct services" includes, but is not limited to, service coordination, assessment and diagnosis, monitoring of consumer services, quality assurance, and clinical services. Funds spent on direct services shall not include any administrative costs. For purposes of this subdivision, administrative costs include, but are not limited to, any of the following:
- (1) Salaries, wages, and employee benefits for managerial personnel whose primary purpose is the administrative management of the regional center, including, but not limited to, directors and chief executive officers.
 - (2) Salaries, wages, and benefits of employees who perform administrative functions, including, but not limited to, payroll management, personnel functions, accounting, budgeting, auditing, and facility management.
 - (3) Facility and occupancy costs, directly associated with administrative functions.
 - (4) Maintenance and repair.
 - (5) Data processing and computer support services.
 - (6) Contract and procurement activities, except those performed by direct service employees.
 - (7) Training directly associated with administrative functions.
 - (8) Travel directly associated with administrative functions.
 - (9) Licenses directly associated with administrative functions.
 - (10) Taxes.
 - (11) Interest.
 - (12) Property insurance.
 - (13) Personal liability insurance directly associated with administrative functions.
 - (14) Depreciation.
 - (15) General expenses, including, but not limited to, communication costs and supplies directly associated with administrative functions.
- (c) Consistent with subdivision (a), service providers and contractors, upon request, shall provide regional centers with access to any books, documents, papers, computerized data, source documents, consumer records, or other records pertaining to the service providers' and contractors' negotiated rates.

Central Valley Regional Center, Inc.

C. Independent Audits and Independent Reviews

The CONTRACTOR will follow the guidelines from WIC 4652.5.

The code reads as follows:

(a)(1) An entity receiving payments from one or more regional centers shall contract with an independent accounting firm for an audit or review of its financial statements subject to all of the following:

- (A) When the amount received from the regional center or regional centers during the entity's fiscal year is more than or equal to five hundred thousand dollars (\$500,000) but less than two million dollars (\$2,000,000), the entity shall obtain an independent review report of its financial statements for the period. Consistent with Subchapter 21 (commencing with Section 58800) of Title 17 of the California Code of Regulations, this subdivision shall also apply to work activity program providers receiving less than five hundred thousand dollars (\$500,000).
- (B) When the amount received from the regional center or regional centers during the entity's fiscal year is equal to or more than two million dollars (\$2,000,000), the entity shall obtain an independent audit of its financial statements for the period.
- (2) This requirement does not apply to payments made using usual and customary rates, as defined by Title 17 of the California Code of Regulations, for services provided by regional centers.
- (3) This requirement does not apply to state and local governmental agencies, the University of California, or the California State University.
- (b) An entity subject to subdivision (a) shall provide copies of the independent audit or independent review report required by subdivision (a), and accompanying management letters, to the vendoring regional center within 30 days after completion of the audit or review.
- (c) Regional centers receiving the audit or review reports required by subdivision (b) shall review and require resolution by the entity for issues identified in the report that have an impact on regional center services. Regional centers shall take appropriate action, up to termination of vendorization, for lack of adequate resolution of issues.
- (d) Regional centers shall notify the department of all qualified opinion reports or reports noting significant issues that directly or indirectly impact regional center services within 30 days after receipt. Notification shall include a plan for resolution of issues.
- (e) For purposes of this section, an independent review of financial statements must be performed by an independent accounting firm and shall cover, at a minimum, all of the following:
 - (1) An inquiry as to the entity's accounting principles and practices and methods used in applying them.
 - (2) An inquiry as to the entity's procedures for recording, classifying, and summarizing transactions and accumulating information.
 - (3) Analytical procedures designed to identify relationships or items that appear to be unusual.

Central Valley Regional Center, Inc.

- (4) An inquiry about budgetary actions taken at meetings of the board of directors or other comparable meetings.
 - (5) An inquiry about whether the financial statements have been properly prepared in conformity with generally accepted accounting principles and whether any events subsequent to the date of the financial statements would have a material effect on the statements under review.
 - (6) Working papers prepared in connection with a review of financial statements describing the items covered as well as any unusual items, including their disposition
- (f) For purposes of this section, an independent review report shall cover, at a minimum, all of the following:
- (1) Certification that the review was performed in accordance with standards established by the American Institute of Certified Public Accountants.
 - (2) Certification that the statements are the representations of management.
 - (3) Certification that the review consisted of inquiries and analytical procedures that are lesser in scope than those of an audit.
 - (4) Certification that the accountant is not aware of any material modifications that need to be made to the statements for them to be in conformity with generally accepted accounting principles.
- (g) The department shall not consider a request for adjustments to rates submitted in accordance with Title 17 of the California Code of Regulations by an entity receiving payments from one or more regional centers solely to fund either anticipated or unanticipated changes required to comply with this section.
- (h) (1) An entity required to obtain an independent review report of its financial statements pursuant to subparagraph (A) of paragraph (1) of subdivision (a) may apply to the regional center for, and the regional center shall grant, a two-year exemption from the independent review report requirement if the regional center does not find issues in the prior year's independent review report that have an impact on regional center services.
- (2) An entity required to obtain an independent audit of its financial statements pursuant to subparagraph (B) of paragraph (1) of subdivision (a) may apply to the regional center for an exemption from the independent audit requirement, subject to both of the following conditions:
- (A) If the independent audit for the prior year resulted in an unmodified opinion or an unmodified opinion with additional communication, the regional center shall grant the entity a two-year exemption.
 - (B) If the independent audit for the prior year resulted in a qualified opinion and the issues are not material, the regional center shall grant the entity a two-year exemption. The entity and the regional center shall continue to address issues raised in this independent audit, regardless of whether the exemption is granted.
- (3) A regional center shall annually report to the department any exemptions granted pursuant to this subdivision.

Central Valley Regional Center, Inc.

V. Other Provisions

A. Termination

1. This contract may be terminated by CVRC in the event that DDS, CVRC, or any other authorized representative determines that CONTRACTOR has: [17 CCR 50611(b)(3)]
 - a. Not complied with the provisions of this contract.
 - b. Not complied with the terms of the purchase of service authorization
 - c. Not complied with applicable Federal or State regulations or statutes governing the service program and/or the provision of services to persons with developmental disabilities. [17CCR50611(b)(3)(A)]
2. A description of the conditions which shall constitute possible grounds for termination of the contract and/or payment. Such conditions shall include, but not be limited to, those in which it is determined that:
 - a. CONTRACTOR has acted in any way that has a direct, substantial, and adverse effect on any client, including but not limited to physical or psychological abuse or death.
3. The DDS, CVRC, or any authorized representative shall determine whether the conditions, specified in Section 50611 (b)(3), exist to constitute possible grounds for contract termination. Such determination shall be conveyed to the service provider 30 days in advance of payment and/or contract termination, pursuant to Welfare and Institutions Code, Section 4710. [17 CCR 50611(b)(4)]
4. This contract may be terminated by either party by mutual agreement or may be terminated by either party without cause or justification after giving 30 days written notice to the other party's representative as set forth in this contract.
5. All notices of intent to terminate shall be in writing, 30 days in advance of the termination date. [17 CCR 50611(e)(1)(2)]
6. In no event shall CVRC or CONTRACTOR terminate this contract without complying with the requirements set forth in statute or regulation, including but not limited to WIC 4502, 4646, 4646.3, 4648, 4710 and 4741. [17 CCR 50611(d)]

B. Applicable Law

1. This contract shall be governed by the laws of the State of California. Services shall be rendered in accordance with all applicable statutes and regulations, including but not limited to: [17 CCR 50607(a), (h)]
 - a. Government Code
 - b. Health and Safety Code
 - c. Welfare and Institutions Code

Central Valley Regional Center, Inc.

- d. Code of California Regulations
 - e. Code of Federal Regulations
-
- 2. Should any of the provisions of this contract be found to violate any statute or regulation that provision shall be null and void. All other provisions shall remain in full force and effect.
 - 3. This contract is subject to any additional conditions or restrictions enacted by the Legislature and contained in the Budget Act or any other statute enacted by the Legislature which may affect the provisions, terms, or funding of this contract in any manner.
 - 4. The failure of either party to enforce any provision of this contract shall not be construed as a permanent waiver of that provision and shall not limit or prevent that party from enforcing such provision in the future.

C. Regional Center Transparency and Access to Public Information

CVRC is required to adopt, maintain, and post on its Internet Website a board-approved policy regarding transparency and access to public information. The transparency and public information policy shall provide for timely public access to information, including, but not limited to, information regarding requests for proposals and contract awards, service provider rates, documentation related to establishment of negotiated rates, audits, and IRS Form 990. The transparency and public information policy shall be in compliance with applicable law relating to the confidentiality of consumer service information and records, including, but not limited to, Section 4514. [WIC 4629.5]

D. Medicaid Reporting Requirements to Ensure Compliance with Federal Disclosure Requirements and to Preserve Federal Funding

Under Federal and State law, certain individuals are ineligible to provide Medicaid services. An individual, partnership, group association, corporation, institution, or entity, and the officers, directors, owners, managing employees, or agents thereof, that has been convicted of any felony or misdemeanor involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable for fraud or abuse in any civil proceeding, or that has entered into a settlement in lieu of conviction for fraud or abuse in any government program, within the previous 10 years, shall be ineligible to be a regional center vendor. The regional center shall not deny vendorization to an otherwise qualified applicant whose felony or misdemeanor charges did not result in a conviction solely on the basis of the prior charges. [W&I Code 4648.12]

E. Statewide Collaboration for Administrative Actions

The State Department of Social Services and the State Department of Public Health are required to notify the State Department of Developmental Services of any administrative

CENTRAL VALLEY REGIONAL CENTER INC.



action initiated against a licensee serving consumers with developmental disabilities. For the purposes of this section "administrative action" includes, but is not limited to, all of the following:

- a. The issuance of a citation requiring corrective action for a health and safety violation.
- b. The temporary or other suspension or revocation of a license.
- c. The issuance of a temporary restraining order.
- d. The appointment of a temporary receiver pursuant to Section 1327 the Health and Safety Code. [W&I Code 4648.14]

F. Zero Tolerance Policy

The Board and staff of CVRC consider the health and safety of all clients served to be the most important part of its mission. Therefore, we have developed and posted on our Internet Website a Zero Tolerance Policy regarding client abuse and neglect. In addition, all employees, vendors and long-term health care facilities serving regional center clients will be notified annually of the Zero Tolerance policy.

This policy is pursuant to PEN 11166.5 (children) and WIC 15630 (dependent/elder adults) and Contract Language with the DDS.

PEN 166.5 (a) reads in part, - *"Any mandated reporter as specified in Section 11165.7, with the exception of child visitation monitors, prior to commencing his or her employment, and as a prerequisite to that employment, shall sign a statement on a form provided to him or her by his or her employer to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions. The statement shall inform the employee that he or she is a mandated reporter and inform the employee of his or her reporting obligations under Section 11166 and of his or her confidentiality rights under subdivision (d) of Section 11167. The employer shall provide a copy of Sections 11165.7, 11166, and 11167 to the employee."*

WIC 15630 (a) reads in part, - *"Any person who has assumed full or intermittent responsibility for the care or custody of an elder or dependent adult, whether or not he or she receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, clergy member, or employee of a county adult protective services agency or a local law enforcement agency, is a mandated reporter."*

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PROCEDURE

1. Upon becoming aware of a reportable incident or allegation of abuse or neglect of a client, pursuant to California Penal Code Section 11166.5 (children) and W&I Code Section 15630 (elder/dependent adult), CVRC and the associated vendor or long-term health care facility shall take immediate action to ensure the health and safety of the involved client and all other clients receiving services from the CVRC, associated vendor or long-term health care facility.
2. CVRC, its vendors and long-term health care facilities serving clients shall ensure their respective employees are fully informed, upon hire and annually thereafter, regarding CVRC's Zero Tolerance policy and mandatory abuse and neglect reporting laws.
3. Each employee must be knowledgeable of their responsibility to protect clients from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce the Zero Tolerance policy.
4. CVRC's Zero Tolerance policy shall be incorporated into any new or revised contract, vendorization or other agreement for clients' services.
5. Existing vendors and long-term health care facilities serving clients shall be informed of Contractor's Zero Tolerance policy.

CVRC's Zero Tolerance Policy is hereby incorporated into this contract. Each service provider and long-term health care facility shall ensure maximum compliance with the reporting laws of zero tolerance for consumer abuse or neglect, pursuant to W&I Code section 15630, by developing its own written compliance policy for its respective employees and contractors.

If a CONTRACTOR, or a long-term health care facility becomes aware of consumer abuse, such entity shall take immediate action, to the extent permitted by law, to ensure the health and safety of the affected consumer and all other consumers receiving services and supports from CVRC, such service provider or long-term health care facility. This obligation is in addition to a mandated reporter's obligation to report consumer abuse under the reporting laws.

CVRC expects all service providers and long-term health care facilities to comply with this W&I Code and the reporting laws. To the extent they fail to do so, CVRC will utilize all remedies available to it in statute and regulations to protect the health and safety of its consumers.

CENTRAL VALLEY REGIONAL CENTER INC.



G. Whistleblower Policy

It is the policy of CVRC that employees, board members, clients, families and the vendor community have notice of the opportunity to report alleged improper regional center and vendor/contractor activity through a whistleblower complaint process.

- *An "improper regional center activity" means an activity by a regional center employee, officer, or board member in the conduct of regional center business that is a violation of a state or federal law or regulation; violation of contract provision; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency or inefficiency.*
- *An "improper vendor/contractor activity" means an activity by a vendor/contractor, or an employee, officer, or board member of a vendor/contractor, in provision of DDS funded services, that is a violation of a state or federal law or regulation: violation of contract provision, fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.*

Confidentiality: For individuals who make whistleblower complaints, every effort will be made to maintain their confidentiality if confidentiality is requested. However, in rare circumstances and due to statutory responsibilities identifying information may be revealed with appropriate law enforcement agencies conducting criminal investigations.

No Retaliation: No person who reports a violation of policy shall suffer harassment, retaliation or adverse employment consequences.

Procedure: Whistleblower complaints can be made to any member of the CVRC Executive Committee which includes the Executive Director, Director of Operations, Director of Case Management Services, Human Resources Manager and Corporate Counsel. Detailed procedures for reporting a Whistleblower Complaint can be found on CVRC's website at www.cvrc.org.

H. HIPAA Compliance Provisions for Regional Center Service Providers and Business Associate Agreement – Effective 07/01/2017

Under this Agreement, the HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule), and regulations on Standards for Privacy of Individually Identifiable Health Information are applicable. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. In performing its duties under this Agreement, Contractor may have access to "protected health information," including but not limited to "individually identifiable health information," and is therefore a "**Business Associate**" as those terms are defined in HIPAA. Contractor shall at all times comply with the terms

CENTRAL VALLEY REGIONAL CENTER INC.



and conditions as a "Business Associate".

"Business Associate" shall have the meaning given to such term under HIPAA (45 CFR 160.103). It includes a third party that performs functions for or on behalf of Covered Entity or another Business Associate and has access to Covered Entity's **Protected Health Information** and uses such **Protected Health Information** in the performance of its functions. A subcontractor who fulfills this requirement is a Business Associate despite a designation as a "subcontractor."

"Protected Health Information" ("PHI") shall have the meaning given to such term under HIPAA (45 CFR 160.103). It includes any individually *identifiable health information*, whether *oral or recorded in any form or medium*, limited to the information created or received by Subcontractor from or on behalf of Business Associate or Covered Entity (i) that *relates to the past, present or future physical or mental health condition of the Consumer*, (ii) *the provision of health care to Consumer*; (iii) *or past, present or future payment for the provision of health care to Consumer*.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and regulations promulgated thereunder by the U. S. Department of Health & Human Services, as amended from time to time, including the Final Omnibus Rule of 2013.

VI. Execution

This contract shall become effective when signed and dated by authorized representatives. [17 CCR 50607(a)(b)]

Joshua Carrillo
Chief Financial Officer

Patrick Jensen
Interim Chief Financial Officer

Date: _____

Date: _____

approved As To Form

5/12/2023

Stacey Sandova, Executive Director
Risk Management

CENTRAL VALLEY REGIONAL CENTER INC.



EXHIBIT A **PROGRAM DESIGN/SUMMARY**

Contractor shall provide early intervention services for Early Start eligible infants and toddlers in Fresno County. The target population under this contract is infants from birth to 36 months who are clients of Central Valley Regional Center and who have been identified as needing an early intervention program.

Contractor shall provide the total hours of direct and indirect (i.e. consultation) services offered to Early Start eligible children and families as seemed appropriate by the IFSP team. The provision of services will include a combination of home visits and/or community based services. Speech, physical and occupational therapy evaluations and consultation shall be included as part of the basic level of service.

CENTRAL VALLEY REGIONAL CENTER INC.



EXHIBIT B

Title 17 section 50609 Contract Fiscal Provisions Including COST STATEMENT

- 1) Rate of payment per unit of service [17 CCR 50609 (a)(3)(A)]

Service Code 083 PARTH is: \$798.58 per month per individual
Service Code 083 PARTH is: \$38.03 per day per individual

***Please note children enrolled partially in the first and/or last month of their attendance ll be prorated at a daily rate based on an average of 21 business days within a month for that partial month.**

- 2) The definition of a unit of service [17 CCR 50609 (a)(3)(A)] – See above
- 3) Data and mathematical computation used to establish the rate of payment per unit of service [17 CCR 50609 (a)(3)(A)] - Refer to previous MOU agreement for original rate structure
- 4) A detailed description of the method to be used in determining the units of service allowed for billing/invoicing in accordance with this exhibit [17 CCR 50609 (a)(4)]
- 5) The contractor's fiscal and program related documentation relied upon as the basis for establishing the rate of payment. [17 CCR 50609 (b)(1)]
- 6) Both parties to the contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the service provider's documentation. [17 CCR 50609 (b)(1)(A)]
- 7) The contractor attests that the method referred to in # 6 above was used/will be used to accumulate data contained in the service provider's documentation. [17 CCR 50609 (b)(1)(A)(1)]
- 8) The contractor attests that such fiscal and program related documentation is complete; accurate to the best of the service provider's knowledge; supported by records and source documentation; prepared in accordance with the instructions provided by the Department and subject to audit. [17 CCR 50609 (b)(1)(B)(1-5)]

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Agreements for Extended Learning Summer Camp Enrichment Services

ITEM DESCRIPTION: The Board approved Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day. The RFQ established a list of prequalified vendors that may be used for enrichment services needed throughout the year for after school, summer intersession, and winter intersession programs. Extended Learning is partnering with vendors listed below who are from the prequalified list showing the contract amounts for the upcoming summer camps and programs for the 2023/24 school year along with an attached matrix with service descriptions. Approval of the following Summer Camp vendor agreements is recommended:

A Hopeful Encounter (Fresno, CA)	\$ 49,945
Adventure Education Solutions Inc. (Sanger, CA)	\$ 290,073
African American Historical and Cultural Museum of the San Joaquin Valley (Fresno, CA)	\$ 73,516
Arte Americas (Fresno, CA)	\$ 66,500
Break the Barriers (Fresno, CA)	\$ 163,650
Bulldog Baseball Camps (Fresno, CA)	\$ 102,000
California Arts Academy (Fresno, CA)	\$ 93,600
California Scuba Center Inc. (Clovis, CA)	\$ 143,200
California Track Events LLC (Fresno, CA)	\$ 63,000
City of Fresno PARCS Department (Fresno, CA)	\$ 200,000
Coach Fleck Consulting (Fresno, CA)	\$ 9,600
Coach Hut Basketball LLC (Fresno, CA)	\$ 187,200
CSA Events & Entertainment (Fresno, CA)	\$ 157,471
Dynamic Learning Experiences LLC (Marlton, NJ)	\$ 65,880
Education & Leadership Foundation (Fresno, CA)	\$ 74,976
Excellence Thru Athletics (Fresno, CA)	\$ 67,972
Fresno Chaffee Zoo (Fresno, CA)	\$ 397,092
Fresno Discovery Center (Fresno, CA)	\$ 171,810
Fresno Metro Ministry (Fresno, CA)	\$ 68,556
Fueled by Leo, Inc (Fresno, CA)	\$ 53,400
GrowthPoint Technologies (Fresno, CA)	\$ 184,970
Guevara Arts and Leadership (Clovis, CA)	\$ 180,717
Halau Hula I Ka La (Clovis, CA)	\$ 16,387
HandsOn Central California (Fresno, CA)	\$ 86,445

High Performance Academy, LLC (Clovis, CA)	\$1,959,225
Impact Athletics, LLC (Fresno, CA)	\$ 134,648
Jaime White Basketball (Clovis, CA)	\$ 66,000
KLS Design (Fresno, CA)	\$ 113,183
Leisa Rosen Volleyball Camp, LLC (Fresno, CA)	\$ 61,414
Moreno Institute, LLC (Fresno, CA)	\$ 181,496
My Little Piñatas (Fresno, CA)	\$ 48,000
Natalie Benson Water Polo Camps, LLC (Fresno, CA)	\$ 14,995
New Vision Aviation, Inc. (Fresno, CA)	\$ 37,519
San Joaquin River Parkway and Conservation Trust (Fresno, CA)	\$ 74,611
Stacy May-Johnson, LLC (Clovis, CA)	\$ 98,375
State Center Community College District (Fresno, CA)	\$ 147,023
Teocalli Cultural Academy (Fresno, CA)	\$ 70,740
Valley Children's Healthcare (Madera, CA)	\$ 22,175
Work ED, Inc. (Seattle, WA)	\$ 296,034

All Agreement will be available in the College and Career Readiness Office for review.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$6,293,397 are available in the Expanded Learning Opportunity 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:




Summer Camps Contracts 2023		
Vendor	Program Description	Total Cost
A Hopeful Encounter	A Hopeful Encounter will provide three weeks of Summer Camps from July 10 - July 28, 2023 for grades 1-8 for a total of 160 students. Camp times are 8:00 am - 12:00 pm each week and an additional 1:00 pm - 5:00 pm camp will be added the last week of camp. Each week and session time will be for a specific grade level band and the program consists of STEM Coding where students will learn the basics of coding, create apps, and games.	\$ 49,945.00
Adventure Education Solutions Inc.	Adventure Education Solutions Inc. (AES) will provide three weeks of summer camps from July 10 - July 28, 2023. Summer Camps provided: Bowling Camp will serve 120 7th-12th grades students. Total cost \$42,240; Craft Camp will serve 120 1st-3rd grade students. Total cost \$41,460; Fishing Camp will serve 120 6th-12th grade students. Total cost \$38,406; Jr. Cooking Camp will serve 120 1st-3rd grade students. Total cost \$41,244; Lego Brick Building Camp will serve 120 4th-6th grade students. Total cost \$48,171; Rock Climbing Camp will serve 120 9th-12th grade students. Total cost \$61,986; Woodworking Camp will serve 36 9th-12th grade students. Total cost \$16,566	\$ 290,073.00
African American Historical and Cultural Museum of the San Joaquin Valley	African American Historical and Cultural Museum of the San Joaquin Valley will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 180 3rd -6th grade students. The camp will take place Mondays thru Fridays from 9:00 AM to 12:00 PM. Camp activities include: arts education, traditional folk art, and digital art. A family event will take place at the African American Museum each Friday (July 14, 21, and 28, 2023). The family event will be a celebration of the arts that students learned throughout the week. Performances and presentations will take place and food will be served that is specific to African American culture.	\$ 73,516.00
Arte Americas	Arte Americas will provide three weeks of summer camps from 9:00 am - 12 pm daily from July 10, 2023 - July 28, 2023 for a total of 180 students in grades 4-6. The camps will be held at Arte Americas, a cultural arts center and gallery in downtown Fresno. There will be 15 students to one instructor including a teaching assistant to support the instruction. Students will participate in a variety of art offerings ranging from the visual arts to the performing arts. On the final day of the camp, there will be a showcase for families of camp participants that includes a performance and exhibit of their completed works of art. Our goal is to introduce 4-6 graders and their families to Art Americas, to teach students about Latinx culture, expose them to different genres of art, and inspire them to continue to enrich themselves through more exposure to the arts. Additionally, each student will receive a one-year family membership to Arte Americas, which will provide members of their household with free admission to Arte Americas for one year along with discounts on events and programs.	\$ 66,500.00
Break the Barriers	Break the Barriers will provide three weeks of summer camps from July 10, 2023 - July 28, 2023 for a total of 105 students in grades TK-6. Weekly camp hours are 9:00 am - 12:00 pm. Campers will participate in gymnastics, dance, martial arts, swim, parkour, and archery. All campers will receive a Jimmy John's box lunch daily and a camp t-shirt. total cost \$30,450. Additionally, Break the Barriers agrees to provide water safety and swim lessons for up to 900 FUSD students. Students will participate in a 30 minute lesson daily for one week (M-Th) with 30 students per class and receive a T-shirt. Total cost \$133,200.	\$ 163,650.00
Bulldog Baseball Camps	Bulldog Baseball Camps will provide two weeks of summer camps from July 10 - July 21, 2023 for a total of 240 students in grades 1-8. Campers will participate in baseball instruction, fitness talks and demonstrations, and team building games. A family event will be held on the Friday of each week of camp at Beiden Field at Bob Bennett Stadium. Each camper will also receive a camp t-shirt and a baseball.	\$ 102,000.00
California Arts Academy	California Arts Academy will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 288 TK -12th grade students. Each camp will meet from 8:30 am - 2:00 pm. Campers will participate in art, music, singing, dance, theatre, basic tumbling, and etiquette. At the end of each week students will participate in a presentation for their families.	\$ 93,600.00
California Scuba Center Inc.	California Scuba Center Inc. will provide one week of summer camp from July 24 - July 28, 2023 for a total of 112 students in grades 3-12. Scuba Camp will be divided into two camps and be held at two Fresno Unified high schools: One camp for 48 students grades 3-7, total cost \$60,000. One camp for 64 students grades 8-12, total cost \$83,200. Campers in both camps will learn how to scuba dive, work and communicate as a team, and use full face mask with radio communications to complete underwater challenges. Students will keep their mask, snorkel, fins, shorts, and t-shirt.	\$ 143,200.00
California Track Events LLC	California Track Events LLC will provide 3 weeks of summer camps from July 10 - July 28, 2023 for a total of 300 students in grades TK-6. An AM session (8:00 am - 12:00 pm) will be offered each week. Campers will learn about the sport of track and field and learn the basic skills in each discipline of the sport.	\$ 63,000.00

City of Fresno PARCS Department	During the month of July 2023, City of Fresno PARCS will provide swim lessons for approximately 2,800 FUSD students at the seven FUSD High Schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside) from 3:00 p.m. to 7:00 p.m. Additionally, City of Fresno PARCS will provide recreation swim time at up to five FUSD high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays from 12:00 p.m. - 5:00 p.m.	\$ 200,000.00
Coach Fleck Consulting	Coach Fleck Consulting will provide one week of summer camp from July 10 - July 14, 2023 for 40 FUSD students grades 3 - 12. Campers must know how to swim to participate in this camp where they will refine their swimming skills and develop their swimming strokes. This camp meets from 8:00 am - 12:00 pm each week.	\$ 9,600.00
Coach Hut Basketball LLC	Coach Hut Basketball will provide two weeks of summer camp from July 17 - July 28, 2023 for 480 FUSD students in grades 3-6. Two sessions will be offered each week: AM 9:00 am - 12:00 pm for 3rd - 4th graders PM 2:00 pm - 5:00 pm for 5th - 6th graders. Campers will participate in learning basketball fundamentals, skill instruction and competitions, and game instructions and competitions. All campers will also receive a t-shirt, basketball, and four tickets to a Fresno State home basketball game."	\$ 187,200.00
CSA Events & Entertainment	CSA Events & Entertainment will provide three weeks of summer camp from July 10 - July 28, 2023 for a total of 180 FUSD students in grades 7-12. This camp will run from 8:00 am - 5:00 pm each day. Campers will participate in instrument skills, multimedia editing and creation, choreography and stage production. The final Friday of the camp parents and families will be invited to see the students perform on stage. Select students will be invited to open for a big headliner band at Chukchansi Park this fall. Students will receive a t-shirt, headphones, and a gift box with an audio mixer and polo shirt.	\$ 157,471.00
Dynamic Learning Experiences LLC	Dynamic Learning Experiences LLC will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 144 FUSD students in grades 4-6. An AM session (8:00 am - 12:00 pm) and PM session (1:00 pm - 5:00 pm) will be offered each week.	\$ 65,880.00
Education & Leadership Foundation	Education & Leadership Foundation will provide two three week summer camps from July 10 - July 28, 2023 for a total of 300 FUSD students in grades 1-6. Camp Locations and Times: Parc Grove Commons, 8:00 am - 12:00 pm A family event will be held on July 27 that will include an art exhibit tour, music, food, and resource promotion. Mosequeda Center, 1:00 pm - 5:00 pm A family event will be held on July 28 that will include an art exhibit tour, music, food, and resource promotion. Campers at both camps will participate in photography, Hispanic/Latino cultural awareness, and literacy.	\$ 74,976.00
Excellence Thru Athletics	Excellence Thru Athletics will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 180 students in grades 3 - 12. Two sessions will be offered each week: AM session (8:00 am - 12:00 pm) for grades 3-6 PM session (1:00 pm - 5:00 pm) for grades 7-12 All campers will participate in fun and engaging activities including team-building, workouts, and goal setting. The outcomes of the activities is for campers to develop social skills, grow as leaders, build physical strength, and build self-esteem.	\$ 67,972.00
Fresno Chaffee Zoo	Fresno Chaffee Zoo will provide 4 weeks of summer camps July 5-July28, 2023 for a total of 975 FUSD students grades TK-6. One AM session (8:30 am - 12:30 pm) will be offered each week. The week of July 5-7 is a special three day edition of zoo camp for FUSD students with special needs. All campers will participate in fun and engaging activities including bio-facts lessons, arts and crafts, and activities and games that inspire appreciation and wonder of the natural world through discovery, nature play, crafts, and animal interactions.	\$ 397,092.00
Fresno Discovery Center	Fresno Discovery Center will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 300 students in grades 2-6. Full day sessions will be offered each week from 8:00 AM - 5:00 PM. All campers will participate in fun and engaging activities including 4 different STEAM activities every day, ranging from making fossils, engineering challenges, and attending a planetarium show. All campers will receive a year long Family Membership to Fresno Discovery Center.	\$ 171,810.00
Fresno Metro Ministry	Fresno Metro Ministry will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 90 FUSD students in grades 4-6. Each week long camp is a full day session (8:00 am - 5:00 pm). Campers will participate in garden education, cooking and nutrition education, and food systems and leadership education. A family event on July 14, July 21, and July 28 at Yo'ville Community Garden and Farm will include hands-on gardening education, interactive cooking demonstrations, activities that connect food systems, and certificate presentations.	\$ 68,556.00
Fueled by Leo, Inc	Fueled by Leo, Inc. will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 120 FUSD students in grades 6-12. Each week long camp is a full day session (8:00 am - 5:00 pm). Campers will participate in fitness, nutrition, cooking, themed day activities. A family event on the Friday of each week will include a fiesta with food, pinatas, goody bags, and an end of camp mini cake. All campers will also receive a t-shirt.	\$ 53,400.00

GrowthPoint Technologies	GrowthPoint Technologies, Inc. will provide three weeks of summer camps from July 10-July 28, 2023 for a total of 240 students in grades 3-8. One full day session will be offered each week from at 8:00 AM - 5:00 PM. All campers will participate in fun and engaging activities including 3D Printing, Automotive Engineering, Digital Illustrator and Retro Game Creator. A "Family Academy" event will take place on 7/9/2023 at the Kremen School of Education and will include workshops for parents and students to get a preview of the classes that their students will take at camp.	\$ 184,970.00
Guevara Arts and Leadership	Guevara Arts and Leadership will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 450 students in grades 6-8 . Three different camps will be offered each week with each camp providing an AM & PM session. All campers will receive a camp t-shirt. Junior Chef Academy: campers will participate in culinary arts. Summer Sound Studios: campers will participate in music production. Cheer and Dance Summer Camp: campers will participate in pep, cheer, and dance. Cost per camp: \$60,239	\$ 180,717.00
Halau Hula I Ka La	Halau Hula I Ka La will provide two weeks of summer camps from July 17-July 28, 2023 for a total of 40 students in grades 1-6. All campers will participate in fun and engaging activities including Hawaiian culture,geography,customs and traditions. Arts like Hula dance, language and music, and mythology and history will be incorporated throughout the camp.	\$ 16,387.00
HandsOn Central California	HandsOn Central California will provide three weeks of summer camps from July 14-July 28, 2023 for a total of 270 students in grades TK-6th. One full day session will be offered each week for three weeks from 8:00 AM to 5:00 PM. A full breakfast, full lunch and late snack will be provided daily for each participant. All campers will participate in fun and engaging activities including education, nutrition, recreation and leadership development. An end-of-summer family BBQ will be held on July 28th at the Sunset Community Center as well as a health and wellness fair.	\$ 86,445.00
High Performance Academy LLC	High Performance Academy LLC (HPA) will provide four summer camps for three weeks from July 10 - July 28, 2023 for a total of 2,790 students in grades TK-9. HPA Sports & Adventure Camp at Wild Water Adventures: weekly full day sessions (8:00 am - 5:00 pm) for a total of 1,500 students in grades 2-9. Campers will participate in sports activities, water activities including water safety lessons, and crafts. Each camper will receive two camp jerseys, and a gift box . Breakfast, lunch, and a snack will be provided daily. Total cost \$1,260,000. HPA Summer Sports Performance & Day Camp at Athletic Performance: AM (8:00 am - 12:00 pm) & PM (1:00 pm - 5:00 pm) sessions will be offered daily for a total of 600 students in grades 2-8. Campers will participate in sports , health & wellness, and leadership activities. Campers will receive two camp jerseys, and a gift box. Each Friday there will be a family event. Total cost \$330,290. HPA Summer Soccer & Day Camp: AM (8:00 am - 12:00 pm) & PM (1:00 pm - 5:00 pm) sessions will be offered daily for a total of 480 students in grades 2-8. Campers will participate in developing soccer skills, playing games, and team building. All campers will receive a two camp jerseys and a gift box. Each Friday there will be a family event. Total cost \$256,650. HPA Jrs. Summer Indoor Soccer & Day Camp: AM (8:00 am - 12:00 pm) & PM (1:00 pm - 5:00 pm) sessions will be offered daily for a total of 210 students in grades TK-1. Campers will participate in developing soccer skills, playing games, and team building. All campers will receive a two camp jerseys and a gift box. Each Friday there will be a family event. Total cost \$112,285.	\$ 1,959,225.00
Impact Athletics, LLC	Impact Athletics, LLC. will provide three, three week summer camps from July 10 - July 28, 2023 for a total of 360 students in grades 3-6. Each week Impact Athletics, LLC will offer an AM session (8:00 am - 12:00 pm) and a PM session (1:00 pm - 5:00 PM) for each camp. Basketball Camp: campers will participate in learning fundamentals and playing basketball. Photography Camp: campers will participate in learning about camera basics, lighting, compositions aperture, and shutter speed. Dance Camp: campers will participate in hip hop and Latin dance. A family event on July 14, 21, & 28 at 1955 Broadway Street will include AM and PM showcases of talents developed through the camp programs.	\$ 134,648.00
Jamie White Basketball Camp, LLC	Jaime White Basketball Camp LLC will provide one week of summer camp from July 10 - July 14, 2023 for a total of 200 students in grades 1-6. One AM session (8:00 am - 12:00 pm) for grades 1-3 and one PM session 1:00 - 5:00 pm) for grades 4-6 will be offered. Campers will participate in goal setting, learning basic basketball skills, interact with Division 1 basketball staff and players, 5-on-5 games, competitions based on skills learned and leadership development.	\$ 66,000.00
KLS Design	KLS Design (KLSD) will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 240 students in grades TK - 12. An AM session (8:00 am - 12:00 pm) and a PM session (1:00 pm - 5:00 pm) will be offered each week. Campers will participate in intermediate digital iPad illustrating, graphic design, vinyl sticker making and decorating. A family event on Thursday, August 3, 2023 from 11:00 am to 2:00 pm will showcase student art in the shop at KLSD. Light snacks and beverages will be served.	\$ 113,183.00

Leisa Rosen Volleyball Camp, LLC	Leisa Rosen Volleyball Camp, LLC will provide a summer camp for the week of July 10 - 14, 2023 for a total of 160 students in grades 3-8. Students in grades 3-5 will attend the AM session (8:00 am - 12:00 pm) and students in grades 6-8 will attend the PM session (1:00 pm - 5:00 pm). All Campers will participate in fun and engaging activities including interactive instruction, team building activities, competitive experiences, volleyball and other games. Focus of activities will include learning skills such as spiking, setting, serving, passing, and digging. A family event on Friday, June 14th at the Fresno State North Gym will include interactive games with campers and family members, a snack, and opportunities for instruction and interpersonal communication and team building activities.	\$ 61,414.00
Moreno Institute, LLC	Moreno Institute LLC will provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 420 students in grades TK-6. A full day session will be offered each week (8:00 am - 5:00 pm). Campers in grades TK-2 will participate in Zumba, farm tours, crafts around the world, and Fresno State Pride activities. Campers in grades 3-6 will participate in a talent show, farm tours, science projects, Latin Dance, and Fresno State Pride activities. A daily family event at Fresno State will include two one-hour sessions for parents to choose from (AM or PM). Parents will have a snack with their children and then report to their assigned parent classrooms. During this time, parents will interact with each other and do various fun activities including a Fresno State tour, bowling, reader's theater, arts and crafts, science projects, and social media safety for children."	\$ 181,496.00
My Little Pinatas	My Little Pinatas agrees to provide three weeks of summer camps with a student to staff ratio of no greater than 20:1 from July 10 - July 28, 2023 for a total of 240 students in grades 2 - 6. Each week an AM session (8:00 am - 12:00 pm) and a PM (1:00 pm - 5:00 pm) session will be offered. Campers will participate in making pinatas, learning the history of pinata making, entrepreneurship and social skill building.	\$ 48,000.00
Natalie Benson Water Polo Camps, LLC	Natalie Benson Water Polo Camps, LLC agrees to provide one week of summer camp from July 10-July 14, 2023 for a total of 40 student in grades 5-12. Water Polo Camp will meet from 1:00 pm - 5:00 pm. All campers will participate in fun and engaging activities including learning the sport of water polo: athletes will swim, throw, and learn basic technical and tactical skills of water polo. Fun games designed around the sport to build confidence in the water and a respect for the game.	\$ 14,995.00
New Vision Aviation, Inc.	New Vision Aviation agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 60 students in grades 9-12. A weekly PM session (1:00 pm - 5:00 pm) will be offered. Camp activities include introduction to aviation, flight experience, and a field trip to a local aviation site.	\$ 37,519.00
San Joaquin River Parkway and Conservation Trust	San Joaquin River Parkway and Conservation Trust agrees to provide three weeks of summer camps from July 10-July 28,2023 for a total of 216 FUSD students in grades 1-6. Camps are all day sessions from 8:45 AM- 3:45 PM. Campers will receive a camp t-shirt. All campers will participate in fun and engaging activities including environmental education and STEM activities, along with traditional camp games with opportunities for campers to practice self-expression , relationship building and communication skills. Water based activities such as swim time, canoing, or wading in the river will be overseen by a lifeguard. A family event on Saturday, August 12th at Summer Peck Ranch will include free public access and activity stations guided by camp staff between 9:00 AM-2:00 PM for participants and their families to attend.	\$ 74,611.00
Stacy May-Johnson, LLC	Stacy May-Johnson agrees to provide 3 weeks of summer camps from July 10, 2023 - July 28, 2023 for a total of 300 students in grades TK-6. Each week an AM session (8:00 am - 12:00 pm) session will be offered. Camp activities include developing softball skills and playing softball, and other games.	\$ 98,375.00
State Center Community College District	State Center Community College District agrees to provide three summer camps in the month of July, 2023 at Fresno City College. Construction Trades Camp: July 10- July 14, 2023; 9:00 am - 3:00 pm for 20 FUSD students grades 9-12. Campers will participate in learning about construction, heating, ventilation, air conditioning, and architecture. A family event on Friday, July 14, 2023 at Fresno City College will include a demonstration of student projects and an awards ceremony. Total cost \$13,860. Digital Media Camp: July 17 - July 21, 2023; 9:00 am - 5:00 pm for 20 FUSD students grades 9-12. Campers will participate in learning about graphics, photography, video. A family event on Friday, July 21, 2023 from 2-3 at Fresno City College and will include a demonstration of student projects and an awards ceremony. Total cost \$8,048. RAM Camp: Three weeks from July 10- July 28, 2023; 8:00 am - 5:00 pm for a total of 180 FUSD students grades 1-6.Campers will participate in sports, arts, and career related activities. Total cost \$125,115.	\$ 147,023.00
Teocalli Cultural Academy	Teocalli Cultural Academy agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 180 students in grades TK-6. A full day session (8:00 am - 5:00 pm) will be offered each week. Camp activities include cultural dance (Folklorico & Hi Hop), music and art. All campers will receive a camp t-shirt. A family event will be held on the Friday of each week at 1018 Fulton St., Fresno, CA 93721 which will include a performance and showcase of student work.	\$ 70,740.00
Valley Children's Healthcare	Valley Children's Hospital will provide adaptive athletic clinics for Fresno Unified School District students throughout the 2023-2024 school year. Adaptive clinics for the following sports will be offered: wheelchair basketball, baseball, golf, rock climbing, snow ski, tennis, track & field,water ski, canoe/kayaking, biking, and social events.	\$ 22,175.00

Work ED, Inc.	<p>Work ED agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 480 students in grades 1-6. Each camp will offer a full day session (8:00 am - 5:00 pm) with a different camp each week.</p> <p>Intro to Video Game Design (July 10 - July 14) Be Your Own Boss - entrepreneurship (July 17 - July 21) Call the Shots Video Editing (July 24 - July 28)</p> <p>Family events will be held on July 14, July 21, and July 28 for parents, organizations and students at Work Ed Center with a full party and student presentations.</p>	\$ 296,034.00
		\$ 6,293,398

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Mindsets Learning, Incorporated

ITEM DESCRIPTION: Included in the Board binders is an agreement with Mindsets Learning, Inc. to provide a math program called “Mindsets Learning Challenges”. It is designed to improve educational outcomes for students through authentic real-world learning challenges as part of the 2023 Summer Session.

Expected Program Outcomes are as follows:

- Students in third through eighth grade will improve their understanding of key math concepts in focus areas identified by Curriculum, Instruction, and Professional Learning through the 14-day Summer School Session.
- Mindsets Impact Student Data will provide insight into students’ strengths and gaps as they relate to California Assessment of Student Performance Program Math standards and achievement levels, performance task claims and practices.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,213,875 are available in the Expanded Learning Opportunities Program After School Program budget.

PREPARED BY: Edith Navarro and
Dr. Marie Williams

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

31275

Vendor Number

Mindsets Learning

172 Wayside Road Portola Valley, CA 94028

Vendor Name

(917) 325-3680

Address

Aubrey Escobar

Phone Number

Vendor Contact

From: 5/25/2023

Through: 6/30/2023

Term (Duration)

FUSD Contract Administrator:

Edith Navarro

Curriculum & Instruction

457-3554

Name

Site/ Dept

Telephone number

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

060-2600-0791-1150-1000-5899

Annual Cost \$ 1,213,875.00

(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:

Mindsets Learning agrees to furnish FUSD with an evidenced-based math program called "Mindsets Learning Challenges", designed to improve educational outcomes for students via inquiry based, authentic real world learning challenges. This includes student licenses, licenses for all FUSD teachers and district staff, entire Challenge Library available for Math plus all Premium Challenges, PD sessions prior to and during FUSD's Summer Session based on a needs assessment, Teacher Guides, and the following reports: Student Completion & Participation by class, school, and district; Impact Study Guide aligned to CAASPP Math standards and achievement levels, performance task claims and CCSSM math practices for any three challenges selected by FUSD for the Summer Session.

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:** 05/24/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

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

Ed Gomes
Signed

4/21/2023

Date

Reviewed & approved by **Risk Management**

Shorey A S
Signed

5/3/2023

Date

Reviewed & approved by **Department Head**

Edith Navarro
Signed

4/21/2023

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1150-1000-5899

District Contact Person: Edith Navarro

Budget Manager Approval: Edith Navarro

Contractor's Vendor Name: Mindsets Learning

Contractor's Contact Person: Aubrey Escobar

Contractor's Title: Chief Education Officer

Contractor's Telephone

Number: (917) 325-3680

Contractor's E-mail: aubrey@mindsets.com

Contractor's Address: 172 Wayside Road Portola Valley, CA 94028

This Independent Contractor Services Agreement is made and entered into effective 5/25/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Mindsets Learning ("Contractor").

1. Contractor Services. Contractor agrees to provide

- prepare 33 Mindsets Challenges for the Summer Program, for 12,450 Fresno students in Grades 3-8 and created new Mindsets Challenges for Fresno's Grade 3 students;
- develop Mindsets Project Extensions (24 of them) to support Fresno's student growth in math through fun, hands-on, computer-free learning;
- develop ELA/ELD Extensions (24 of them) to support Fresno's student literacy growth in math;
- develop language translations in Spanish and Hmong for the Mindsets teacher guides as requested;
- evaluate student achievement on the 8 math practices, as well as the ELA targets, aligned to CAASPP

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 5/25/2023, 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 \$1,213,875.00 per Agreement, Not to exceed \$ 1,213,875.00. Checks will be made payable to Mindsets Learning. 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 AE

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 1,213,875.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials AE 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 AE 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: Mindsets Learning, Inc.

Name: Aubrey Escobar

Address:

172 Wayside Road
Portola Valley, CA 94028

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

CONTRACTOR

Mindsets Learning

Patrick Jensen, Interim Chief Financial Officer

Date

Aubrey Escobar
Name: Aubrey Escobar *, Title:* Chief Education Officer

04/21/2023

Date

Approved As To Form:

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

5/3/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 The Regents of University of California

ITEM DESCRIPTION: Included in the Board binders is an agreement with The Regents of University of California for the Doctors Academy program which started in 1999 at Sunnyside High School. It is a partnership between the University of California, San Francisco, Fresno Latino Center for Medical Education and Research (LaCMER) and Fresno Unified. LaCMER was founded to address the shortage of Latino physicians and other healthcare professionals in the San Joaquin Valley, to nurture the development of individuals to become healthcare professionals who will ultimately return to the San Joaquin Valley and provide culturally competent healthcare services to the medically under-served.

LaCMER operates the Doctors Academy and Junior Doctors Academy programs, focusing on college and career readiness, mentoring, and real-world experiences through clinical placements in medical, science, and health-related settings. The curriculum supports students who aspire to be health professionals by introducing them to a series of medical topics, college and health workshops, and guest speakers that will support them in their medical careers.

The objectives of the curriculum are to:

- Discuss important medical topics that affect patient's health, as well as dive deeper on issues affecting the Central Valley.
- Identify and learn about the current cultural and ethnic disparities in health care.
- Engage in a variety of literature that describe the current extent of cultural and ethnic disparities in health care.
- Learn more about college preparation, financial aid, resume building, and skills needed to become a successful scholar.
- Expose students to health professions by engaging in health discussions and listening to guest speakers.

FINANCIAL SUMMARY Sufficient funds in the amount of \$715,192 are available in the general fund 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

24517

Vendor Number

The Regents of University of California

Vendor Name

415-476-9692

Phone Number

From: 7/1/2023

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

Name

Office of Sponsored Research, 1111 California Street, Ste 115 San Francisco, CA 94143

Address

Catherine Lagarde

Vendor Contact

Through: 6/30/2025

College & Career Readiness

248-7466

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-7394-1421-3800-5899

Annual Cost \$ 370,596.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Doctors Academy and Junior Doctors Academy for the 2023/24 and 2024/25 academic years

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: 05/24/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

AB

4/25/2023

Signed

Date

Reviewed & approved by Risk Management

Stacy A. S.

5/5/2023

Signed

Date

Reviewed & approved by Department Head

Signed

Date

Please return signed agreement back to (name/email): Kristen Boroski/Kristen.Boroski@fresnoun



PUBLIC SERVICE AGREEMENT

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND**

JUNIOR DOCTORS ACADEMY AND

DOCTORS ACADEMY PROGRAMS

AT:

FRESNO UNIFIED SCHOOL DISTRICT



This AGREEMENT, made on July 1, 2023 by and between the following school districts:

Fresno Unified School District, and The Regents of the University of California, a California corporation, on behalf of the UCSF School of Medicine's teaching program in UCSF California (collectively "UCSF").

WITNESSETH

WHEREAS, UCSF is a non-profit, public institution of higher education whose mission is education, research and public service including the coordination of the Fresno Unified School District, Junior Doctors Academy and/or Doctors Academy (collectively "programs") for students interested in pursuing a medical career; and,

WHEREAS, Fresno Unified School District, are schools where students participate in the programs, and require a UCSF Academic Program Coordinator (APC) to coordinate services for students enrolled in the programs at Fresno Unified School District.

WHEREAS, UCSF has SAOs to provide the above listed services at the following sites: Fresno Unified School District, which lack said capabilities;

NOW, THEREFORE, in consideration of the mutual covenants and obligations assumed by the parties hereto, it is agreed as follows:

1. UCSF, pursuant to the provisions of this Agreement, agrees to coordinate the services described in **Exhibit A**, attached hereto and incorporated by reference herein. The responsibilities of the APCs is described in **Exhibit B**. The services

UCSF Fresno

shall be provided during the Performance Period as defined in Article 3, unless sooner terminated or extended as herein provided.

2. The term of this agreement shall commence July 1, 2023 and terminate on June 30, 2025.
3. As full and complete compensation for UCSF's services and for the discharge of all UCSF's obligations hereunder, Fresno Unified School District, shall pay UCSF according to [Article 4.1](#).

Article

4.1 Fresno Unified School District, shall pay for services outlined in **Exhibit A**.

- School district to be invoiced in two periods as outlined in **Exhibit A**.
 - Payments will be sent to UCSF within 30 days of receipt of the invoice along with the report.
- School district is responsible for support of programs as outlined in **Exhibit C**.
- School district is responsible for maintaining their internal budget for expenses not covered in the agreement.
 - Should the district like to obtain additional services, a separate contract and/or addendum will be initiated.

4.2 Funding from the school district is for the support of the program and expended at the discretion of UCSF.

4.3 UCSF fee for service model shall remain until the university advises of a change.



Payment

School district will submit payment to UCSF within 30 days after receipt of each invoice.

- Payment 1
 - Timeline: July 1 - December 31, 2023
 - Deliverable: A Mid-year report of all activities will be provided to invoice for 50% of annual contract amount.
- Payment 2
 - Timeline: January 1 - June 30, 2024
 - Deliverable: An End of-Year report of all activities will be provided to invoice for 50% of annual contract amount.
- Payment 3
 - Timeline: July 1 - December 31, 2024
 - Deliverable: A Mid-year report of all activities will be provided to invoice for 50% of annual contract amount.
- Payment 4
 - Timeline: January 1 - June 30, 2025
 - Deliverable: An End of-Year report of all activities will be provided to invoice for 50% of annual contract amount.

Payment will be sent to:

UCSF Controller's Office

1855 Folsom Street, MCB 428, Box 0897

San Francisco, CA 94143-0897

Indemnification:

5.1 Fresno Unified School District shall defend, indemnify and hold UCSF, its officers, employees and agents harmless from and against all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Fresno Unified School District, its officers, agents, or employees.

5.2 UCSF shall defend, indemnify and hold Fresno Unified School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSF, its officers, agents, or employees.

Insurance

6.1 Fresno Unified School District, at its sole cost and expense, shall insure its activities in connection with the Agreement and obtain, keep in force and maintain insurance either through purchase or by maintaining programs of self- insurance as follows:

- 6.1.1 Comprehensive or Commercial Form General Liability Insurance

(contractual liability included) with limits as follows:

a) Each Occurrence	\$500,000
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UCSF Fresno

b) Products Completed Operations Aggregate	\$2,000,000
c) Personal and Advertising Injury	\$1,000,000
d) General Aggregate	\$2,000,000

Fresno Unified School District, agrees to keep in force its' \$3 million dollars in floating excess liability coverage that can be applied annually to each of the four general liability categories above. This coverage enables Fresno Unified School District, to meet the \$5 million dollar minimum aggregate limits with the combination of the basic general liability and excess liability coverages. The \$3 million excess liability coverage is renewed annually without being reduced for any payouts that occurred in a prior year.

However, if such insurance is written on a claims-made form, following termination of this Agreement, coverage shall survive for a period of not less than three years.

Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

- **6.1.2** Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of Fresno Unified School District. The coverage's referred to under (6.1.1) and (6.1.2) of this section shall be endorsed to include UCSF as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Fresno Unified School District, its officers, agents,

UCSF Fresno

employees, or any person or persons under Fresno Unified School District direct supervision or control. Fresno Unified School District upon execution of this Agreement, shall furnish UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to UCSF of a modification, change or cancellation of any of the above insurance coverage.

6.2 UCSF, at its sole cost and expense, shall insure its activities in connection with the Agreement by maintaining a program of self- insurance as follows:

6.2.1 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

a) Each Occurrence	\$500,000
b) Products Completed Operations Aggregate	\$5,000,000
c) Personal and Advertising Injury	\$1,000,000
d) General Aggregate	\$5,000,000

However, if such insurance is written on a claims-made form, following termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

6.2.2 Professional Medical and Hospital Liability Insurance with limits as follows:

a) Each Occurrence	\$2,000,000
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UCSF Fresno

b) General Aggregate	\$5,000,000
i) Bodily injury	
ii) Damaged property	

6.2.3 Workers' compensation and Employers Liability Insurance in a form and amount covering UCSF's full liability under the Workers' Compensation Insurance and Safety Act of the State of California and amended from time to time.

6.2.4 Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of UCSF. The coverage referred to under (6.2.1), (6.2.2), (6.2.3), and (6.2.4) of this section shall be endorsed to include Fresno Unified School District, as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCSF, its officers, agents, employees, or any person or persons under UCSF's direct supervision or control.

UCSF, upon execution of this Agreement shall furnish Fresno Unified School District with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to Fresno Unified of a modification, change or cancellation of any of the above insurance coverage.

7.1 Any notices to Fresno Unified School District or communications hereunder shall be in writing, addressed as follows:

UCSF Fresno

- To: Fresno Unified School District, % Kristen Boroski: 4120 N. First St, Fresno, CA 93726
- To: UCSF, % Catherine Lagarde: Office of Sponsored Research, 3333 California Street, Suite 315, San Francisco, CA 94143

8.1 Invoicing: UCSF charges districts on a fee for services model. The services rendered are in accordance with the Scope of Work in Exhibit A, and upon receipt and of invoices, Districts agree to payment of said services within 30 days.

9.1 Use of Name: Neither party will use the name of the other party or its employee(s) in any advertisement, press release, or other publicity with the prior written approval of the other party. Fresno Unified School District understands that the California Education Code section 92000 provides that the name "The Regents of the University of California" is the property of the University of California and that no person shall use that name without permission of The Regents of the University of California. The Chancellor or his designee may only grant such permission. UCSF shall have the right to acknowledge Fresno Unified School District support of the work performed under this agreement in scientific publications and other scientific communications.

10.1 Governing Law and Venue: This Agreement has been negotiated, executed and delivered in the State of California. The parties hereto agree that all questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either party with regard to any provision of or obligation arising under this Agreement shall be in San Francisco, California.

UCSF Fresno

11.1 Termination: Either party may terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice. Upon receipt of such notice of termination, UCSF shall limit or terminate any outstanding financial commitments for which Fresno Unified School District, is to be liable, to the maximum extent permitted by law and University policies. Fresno Unified School District shall reimburse UCSF for all costs incurred by it pursuant to the terms of this Agreement.

- **11.1.2** In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within twenty (20) days after written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice of termination with an immediate effect to the defaulting party.
- **11.1.3** Termination of the Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

12.1 Arbitration: At the request of either party, any controversy or claim arising out of or relating to any provision of this Agreement or any breach thereof, shall be settled by arbitration conducted in San Francisco, California in accordance with the Rules of the American Arbitration Association.' Judgment upon the award rendered by the Arbitrator(s) shall be binding on the parties and may be entered by either party in any court or forum, state or federal, having jurisdiction.

13.1 Parties Bound: This Agreement, including the indemnification provisions, shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, legal representatives and heirs. This Agreement shall not be assignable by either party without the prior written consent of the other party.



14.1 No Oral Modification: No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

15.1 Section Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.1 Independent Contractor: The parties agree that each of them is an independent contractor; shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

17.1 Provisions Held Invalid: If any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such provision had never been contained herein.

18.1 Force Majeure: The parties to this Agreement shall be excused from any performance required hereunder if such performance is rendered impossible or unfeasible due to any catastrophes or other major events beyond their reasonable control, including, without limitation, war, riot, and insurrection; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other serious labor disputes; and



equipment failure, floods, fires, explosions, or other natural disasters. When such events have abated, the parties' respective obligations hereunder shall resume.

UCSF Fresno
Fresno Unified School District

INWITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

- a) Funding amount for Academic year 2023-2024: \$357,596
- b) Funding amount for Academic year 2024-2025: \$357,596

Agreed to by the following parties.

Fresno Unified School District

By: _____
(Signature) Patrick Jensen

Title: Interim Chief Financial Officer

Date: _____

The Regents of the University of California

Catherine Lagarde
By: Catherine Lagarde (Apr 28, 2023 10:37 PDT)
(Signature)

Title: Contracts Officer

Date: Apr 28, 2023

Approved As to Form



5/5/2023

Stacey Sandoval, Executive Director
Risk Management

UCSF Fresno Office of Health Career Pathways (OHCP)

Scope of Work (DA & JDA) 2023-2025

<p>Timeline: July 1 - December 31, 2023 & July 1-December 31, 2024 Deliverable: A Mid-year report of all activities will be provided to invoice for 50% of yearly contract</p>	<p>Timeline: January 1 - June 30, 2024 & January 1-June 30, 2025 Deliverable: An End of-Year report of all activities will be provided to invoice for 50% of yearly contract</p>
<p>I. Partnership Meetings</p> <ul style="list-style-type: none"> A. 1 meeting per semester with UCSF Fresno leadership and School District leadership B. 4 meetings per semester with UCSF Fresno coordinator and school site personnel <p>II. Program Recruitment and Outreach</p> <ul style="list-style-type: none"> A. Work with each district to determine recruitment period (fall or spring) for each program (JDA or DA) B. Provide a minimum 5 outreach opportunities to support recruitment C. Provide outreach & communication to program feeder sites for recruitment D. Setup & manage online application system E. Manage applicants & schedule readers F. Schedule interview process G. Manage selection and denial process H. Send out communication to all applicants and school site administrators I. Follow-up and verification of conditional acceptance with newly accepted cohort <p>III. Program Orientation</p> <ul style="list-style-type: none"> A. Work with site to determine best dates for program orientation (Fall or Spring) B. Coordinate the program orientation for all incoming cohorts C. Oversee program onboarding documents and request necessary student information from district to complete <p>IV. Freshman Transition Program</p>	<p>I. Partnership Meetings</p> <ul style="list-style-type: none"> A. 1 meeting per semester with UCSF Fresno leadership and School District leadership B. 4 meetings per semester with UCSF Fresno coordinator and school site personnel <p>II. Program Recruitment and Outreach</p> <ul style="list-style-type: none"> A. Work with each district to determine recruitment period (fall or spring) for each program (JDA or DA) B. Provide a minimum 5 outreach opportunities to support recruitment C. Provide outreach & communication to program feeder sites for recruitment D. Setup & manage online application system E. Manage applicants & schedule readers F. Schedule interview process G. Manage selection and denial process H. Send out communication to all applicants and school site administrators I. Follow-up and verification of conditional acceptance with newly accepted cohort <p>III. Program Orientation</p> <ul style="list-style-type: none"> A. Work with site to determine best dates for program orientation (Fall or Spring) B. Coordinate the program orientation for all incoming cohorts C. Oversee program onboarding documents and request necessary student information from district to complete <p>IV. Academic Support</p> <ul style="list-style-type: none"> A. Access to Academic Program Coordinator for curricular support B. Collaboration with school site personnel (teacher, administrator, etc.) in support of student academic success C. Work with administration to update academic policy as needed with any changes made agreed upon by all parties

<ul style="list-style-type: none"> A. Design and coordinate a minimum four day transition program during first month of school B. Develop and design program materials and supplies, program handbooks and other materials for program C. Purchase refreshments (snacks, water, etc.) for program participants D. Recruit and supervise rising senior student volunteers to assist during transition program E. Facilitate transition program on college prep, career exploration and leadership development F. Coordinate study trip as part of the Freshmen Transition Program with school site personnel in attendance <p>V. Academic Support</p> <ul style="list-style-type: none"> A. Access to Academic Program Coordinator for curricular support B. Collaboration with school site personnel (teacher, administrator, etc.) in support of student academic success C. Work with administration to update academic policy as needed with any changes made agreed upon by all parties D. Maintain ongoing academic support and tracking of academic progress for all student cohorts <ul style="list-style-type: none"> 1. Develop academic support plans for students to ensure postsecondary admission eligibility 2. Plan, coordinate and implement individual and group advising services for students, as needed 3. Utilize district tutors, if accessible 4. Organize and supervise academic advising, probationary, and program exit meetings with students, parents/families. <p>VI. College & Career Readiness</p> <ul style="list-style-type: none"> A. Design curriculum units for 	<ul style="list-style-type: none"> D. Maintain ongoing academic support and tracking of academic progress for all student cohorts <ul style="list-style-type: none"> 1. Develop academic support plans for students to ensure postsecondary admission eligibility 2. Plan, coordinate and implement individual and group advising services for students, as needed 3. Utilize district tutors, if accessible 4. Organize and supervise academic advising, probationary, and program exit meetings with students, parents/families. <p>V. College & Career Readiness</p> <ul style="list-style-type: none"> A. Design curriculum units for teacher implementation in classroom settings and coordinate models, equipment and other resources for check-out (e.g. Medical Topic Units, Cultural Competency Units, Mental Health and Wellness, etc.) B. Maintenance of teacher curriculum website and access to downloadable material C. Aspiring Scholar Workshops for College Readiness <ul style="list-style-type: none"> 1.3 workshops per grade level provided by UCSF Fresno OHCP (12 total- DA; 6 total-JDA) D. Aspiring Health Professional Workshop for Career Readiness <ul style="list-style-type: none"> 1.2 workshops per grade level provided by UCSF Fresno OHCP (8 total- DA; 4 total-JDA) E. Mental Health and Wellness <ul style="list-style-type: none"> 1. Provide resources, materials and workshops listed under Curriculum Scope and Sequence for each grade F. Guest Speaker Series <ul style="list-style-type: none"> 1. Minimum of 1 guest speaker per grade level, per semester provided by UCSF Fresno OHCP (8 total- DA; 4 total-JDA) G. Coordination of health related training/certifications <ul style="list-style-type: none"> 1. Minimum of 1 health related training/certification per grade level, per year coordinated by UCSF Fresno OHCP with partnering organizations (4 total-DA; 2 total-JDA) H. Junior APA Research Course <ul style="list-style-type: none"> 1. Designate research instructor for the APA research course 2. Hire student assistants to assist with course facilitation
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UCSF Fresno

<p>models, equipment and other resources for check-out (e.g. Medical Topic Units, Cultural Competency Units, Mental Health and Wellness, etc.)</p> <p>B. Maintenance of teacher curriculum website and access to downloadable material</p> <p>C. Aspiring Scholar Workshops for College Readiness</p> <ol style="list-style-type: none"> 3 workshops per grade level provided by UCSF Fresno OHCP (12 total- DA; 6 total-JDA) <p>D. Aspiring Health Professional Workshop for Career Readiness</p> <ol style="list-style-type: none"> 2 workshops per grade level provided by UCSF Fresno OHCP (8 total- DA; 4 total-JDA) <p>E. Mental Health and Wellness</p> <ol style="list-style-type: none"> Provide resources, materials and workshops listed under Curriculum Scope and Sequence for each grade <p>F. Guest Speaker Series</p> <ol style="list-style-type: none"> Minimum of 1 guest speaker per grade level, per semester provided by UCSF Fresno OHCP (8 total- DA; 4 total-JDA) <p>G. Coordination of health related training/certifications</p> <ol style="list-style-type: none"> Minimum of 1 health related training/certification per grade level, per year coordinated by UCSF Fresno OHCP with partnering organizations (4 total-DA; 2 total-JDA) <p>H. Junior APA Research Course</p> <ol style="list-style-type: none"> Designate research instructor for the APA research course Hire student assistants to assist with course facilitation Work with 11th grade teacher and other personnel to plan spring research course schedule and syllabus Order materials and supplies needed 	<ol style="list-style-type: none"> Work with 11th grade teacher and other personnel to plan spring research course schedule and syllabus Order materials and supplies needed Facilitate course and work with district personnel on student progress and advise of at risk students <p>I. Senior College Prep</p> <ol style="list-style-type: none"> Manage college and scholarship trackers for each student Work with students to update forms periodically as they apply to colleges Assist students with application writing and recommendations forms as requested Meet 1:1 with each student as needed Refer students to college contacts and resources Provide senior seminar workshop series (e.g. Reading Financial Aid Award Letter, Submitting SIR, Applying for Housing and freshmen support programs, etc.) in collaboration with counseling team <p>J. College Entrance Exam Preparation Support</p> <p>A. Work with counseling staff and teachers to ensure students are registered for college entrance exams in grades 8th-12th grade, if required by colleges and universities</p> <p>VI. Study Trips</p> <p>A. Minimum 2 per grade level (1 fall and 1 spring semester), coordinated and facilitated by UCSF Fresno OHCP:</p> <ol style="list-style-type: none"> Undergraduate University Study Trips; or Health Professional Schools Study Trips; or STEM Outreach Study Trips <p>VII. Summer Programming</p> <p>A. Coordinate and provide oversight of contracted summer programming (Senior Mentorship Experience, 8th grade JDA Summer Camp, Freshmen Transition Program, etc.</p> <p>B. JDA Programming</p> <ol style="list-style-type: none"> Coordinate a 2 week program for rising 8th grade JDA students, including: location; schedule; transportation of students; food; instructors, field trips and
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<p>I. Senior College Prep</p> <ol style="list-style-type: none"> 1. Manage college and scholarship trackers for each student 2. Work with students to update forms periodically as they apply to colleges 3. Assist students with application writing and recommendations forms as requested 4. Meet 1:1 with each student as needed 5. Refer students to college contacts and resources <p>VII. Study Trips</p> <ol style="list-style-type: none"> A. Minimum 2 per grade level (1 fall and 1 spring semester), coordinated and facilitated by UCSF Fresno OHCP: <ol style="list-style-type: none"> 1. Undergraduate University Study Trips; or 2. Health Professional Schools Study Trips; or 3. STEM Outreach Study Trips <p>VIII. Summer Programming</p> <ol style="list-style-type: none"> A. Coordinate and provide oversight of contracted summer programming (Senior Mentorship Experience, 8th grade JDA Summer Camp, Freshmen Transition Program, etc. B. Recruit and contract with clinical mentors for senior students participating in Senior Mentorship Experience C. Weekly check-in of Clinical sites D. Work with districts to designate school site personnel point of contact for each program E. Coordinate symposium/awards ceremony for parents, students, mentors, and school district personnel for Senior Mentorship Experience <ol style="list-style-type: none"> 1. Provide food, awards, and use of UCSF Fresno facilities or other facilities as needed <p>IX. Parent Engagement</p> <ol style="list-style-type: none"> I) Meetings, Workshops and Orientations <ol style="list-style-type: none"> 1. Coordinate and send 	<p>materials</p> <ol style="list-style-type: none"> C. DA Programming <ol style="list-style-type: none"> 1. Coordinate with DA Teachers to determine student placement requests 2. Coordinate with Clinical sites to recruit health professionals to serve as mentors 3. Coordinate MOU agreements with Clinical sites and School Districts 4. Coordinate with DA Teacher to collect student health clearances (immunization records, etc.) 5. Coordinate with School Districts to provide Clinical sites with a Certificate of Insurance, as required. 6. Coordinate and facilitate clinical placements orientation for students, parents, mentors, and school district personnel <p>XIII. Promotion and Awards Ceremonies</p> <ol style="list-style-type: none"> A. Coordinate an annual ceremony to honor all cohorts of students at school sites B. Send flyers and invites to students, their families and other dignitaries C. Awards for each student within each cohort <ol style="list-style-type: none"> 1. Incoming 7th grade: certificate of acceptance, a lanyard and JDA pin 2. 7th Grade: JDA First Aid Kit 3. 8th Grade JDA receive Academic Excellence & Achievement certificates for GPA 4. Incoming 9th grade: certificate of acceptance at end of 8th grade year 5. 9th Grade: lab coat with personalized name plate 6. 10th Grade: DA pin 7. 11th Grade: stethoscope 8. 12th Grade: Teacher selected book & bedpan keychain D. If applicable, select seniors are awarded the UCSF School of Medicine & Dentistry Merit award E. If applicable, select JDA & DA students receive earned community service recognition award F. If applicable, recognition awards for program staff and dignitaries G. Work with districts to determine refreshments for event for guests <p>VIII. UCSF Fresno Doctors Academy & JDA Uniform</p>
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<p>communication to parents regarding mandatory meetings and workshops</p> <p>2. Communicate with parents via email or phone regarding missing documents and information for student participation</p> <p>II) Health Education and Leadership (HEAL) Conference</p> <ol style="list-style-type: none"> 1. Coordination conference sessions & logistics 2. AV support & volunteer recruitment 3. Design and print conference program 4. Order of food and supplies <p>X. UCSF Fresno Doctors Academy & JDA Uniform</p> <ol style="list-style-type: none"> A. Coordinate with district to purchase each student a UCSF Fresno JDA/DA polo-shirt upon start of their program participation B. During junior year, each student receives a DA Intern Polo <p>XI. Program Marketing</p> <ol style="list-style-type: none"> A. Designing and distribution of newsletters, social media posts, brochures, flyers, etc., in support of program promotion and marketing. B. Mailers <p>XII. Program Oversight</p>	<ol style="list-style-type: none"> I) Coordinate with district to purchase each student a UCSF Fresno JDA/DA polo-shirt upon start of their program participation II) During junior year, each student receives a DA Intern Polo <p>IX. Program Marketing</p> <ol style="list-style-type: none"> A. Designing and distribution of newsletters, social media posts, brochures, flyers, etc., in support of program promotion and marketing. B. Mailers <p>X. Program Oversight</p>
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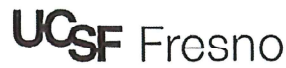


Exhibit B

UCSF Fresno Office of Health Career Pathways (OHCP)

Academic Program Coordinator Responsibilities July 1st, 2023-June 30th, 2025

Duty days: 261 (minimum 3 days per week on school site during academic year)

FLSA Status: Exempt

Supervisor: Education Director, UCSF Fresno, Office of Health Career Pathways (OHCP)

Definition:

Under the supervision of the Education Director, the Academic Program Coordinator (APC) will be responsible for the coordination and implementation of the Junior Doctors Academy and/or Doctors Academy program at the identified school site, as indicated within the contract scope of work.

Description of Responsibilities:

- Work closely with OHCP staff, school site educators and administration to plan, schedule, and implement program outcomes, as indicated within the contract scope of work.
- Support OHCP staff with program data collection; accurate contact and demographic information regarding students and families (addresses, phone numbers, etc.); and, ongoing monitoring of participant academic progress.
- Schedule and facilitate ongoing partnership meetings among UCSF Fresno leadership and school site personnel.
- Coordinate program outreach opportunities to support recruitment of new participants; track recruitment applications and keep school site personnel informed; schedule interviews and reviewers; manage selection and denial process; maintain communication with all applicants, those accepted, and school site personnel regarding recruitment outcomes.
- Plan, coordinate, and implement the family & student orientations for the incoming cohort of program students; initiate purchasing and work with OHCP staff and school site staff to ensure all materials and supplies are available; recruit and supervise student volunteers, as needed.
- In line with the agreed upon academic policy, maintain ongoing academic support for all student cohorts; collaborate with school site personnel to track student academic progress; develop academic support plans for students to ensure post-secondary admission eligibility; plan, coordinate and implement individual and group advising services for students, as needed; and utilize district tutors, if accessible; organize and supervise academic advising, probationary, and program exit meetings with students, parents/families and site personnel as required and needed.
- Support the development and facilitation of curricular units, equipment, books and other resources for check-out; work with school site personnel to supplement additional health curricular materials or supplies.
- Plan, coordinate, and facilitate college and career readiness workshops; aspiring scholar workshops, college entrance preparation support; guest speakers and additional work based learning opportunities.
- Plan, coordinate, and facilitate study trips to the following locations: undergraduate universities, health professional schools, and STEM-related organizations (museums, etc.).

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- Support the coordination of the annual research course for the 11th grade cohort; work with school site personnel to ensure all students will have access to required technology, internet access, library resources and all materials for successful completion.
- Support the coordination and facilitation of all UCSF Fresno OHPC associated summer programs; work with school site personnel to ensure all student needs are met; collection of student health clearances, as needed; plan and facilitate the summer orientations for parents/guardians and students; weekly check-ins on site; support the coordination of the research symposium recognition ceremony; ensure all school site personnel, key district stakeholders, and family members of students are invited and aware of logistics.
- Support the planning and coordination of the annual Health Education and Leadership (HEaL) Conference, including the coordination of transportation with school sites to ensure students in all program cohorts are able to participate.
- Develops and maintains relationships with parents/families to support student academic success, access to higher education, and advocates for students and parents.
- Coordinate to ensure all students receive the designated program uniform, per the contract scope of work.
- Develop marketing strategies the promote the school site's program outcomes (newsletters, social media posts, flyers, media releases, etc).
- Support the planning and coordination of the annual promotion and awards ceremonies for all program cohorts.
- Monitor and coordinate service learning opportunities and health-related training/certifications; serve as a liaison between community organizations and school sites for the benefit of program student development.
- Develops collaborative relationships with other college-going programs and K-16 higher education personnel.
- May participate on school site(s) and/or department committees or workgroups, with prior supervisor permission.
- May coordinate and support site-specific activities that directly or indirectly impact the program and students, with supervisor's permission.
- Support the planning and coordination of Doctors Academy alumni events and services.
- Drive vehicle to conduct work-related duties and tasks.
- Perform related duties as assigned.



Exhibit C

District Partner Responsibilities 2023-2025

- I. Resources
 - a. Provide Academic Program Coordinator(s) with district identification if applicable
 - b. Provide coordinator(s) with access to on-site location to meet with students and school site personnel (office space, if available)
 - c. Provide coordinator(s) with access to district/school site resources as need to accomplish program outcomes (Internet access, district email account, student information, etc.)
- II. School Site Personnel
 - a. Designate credentialed teachers to serve as program teachers for each cohort of students
 - b. Designate a lead site administrator to be point of contact for program needs
- III. Partnership Meetings
 - a. School site provides meeting location
 - b. School district and/or site personnel will attend meetings
- IV. Program Recruitment and Outreach
 - a. School site personnel assist with establishing feeder site relationships
 - b. School site provides outreach location (i.e. computer labs, etc.)
 - c. School site personnel collaborate & assist on application, interview and selection process
 - d. School site personnel will notify if new student enrollment in the program is done in order to complete registration and onboarding process
- V. Program Orientation
 - a. Provide space during or after school hours
 - b. Provide AV equipment
 - c. Provide language interpreter (Spanish, Hmong, etc.)
 - d. Provide computer access for student use (Chromebooks, etc.)
 - e. Designate certificated school site personnel as primary contact during orientation
 - f. Provide refreshments during orientation
- VI. Freshman Transition Program
 - a. Provide space
 - b. Provide computer access for student use (Chromebooks with Wi-Fi access, etc.)
 - c. School site will provide transportation and chaperones for study trip at a 1:10 ratio
 - d. Designate certificated school site personnel as primary contact during freshman transition program
 - e. Provide meals for students as requested (breakfast, lunch, etc.)
- VII. Academic Support
 - a. District provides access to Student Information System (Aeries, ATLAS, Tandem etc.)
OR provides access through designated school site personnel
 - b. Designated personnel will send grade reports of active students in program, during designated grade report periods
 - c. Designated personnel (registrar) will send transcript of final grades for academic year of all active students in program
 - d. School site will designate an elective period and credentialed teacher per grade level
 - e. School site will designate an administrator (i.e. counselor, learning director, etc.) to support student academic standing (probation, parent meetings, etc.)
- VIII. College and Career Readiness
 - a. DA teacher provides class time, space and AV equipment

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- b. Students have access to computers (Chromebook with Wi-Fi, etc.)
- c. Collaborate and communicate with UCSF Fresno Coordinator to ensure workshops meet the needs of students
- d. Research Course: DA Teacher support, classroom space, computer access (Chromebook), library access, AV support
- e. College Entrance Preparation Support: DA Teacher support, classroom space, computer access (Chromebook), library access, AV support, assistance from counselor to sign students up for college preparation exams (PSAT, SAT, ACT, etc.) and fee waivers for qualified students for exams and applications
- f. Guest Speaker Series: DA Teacher support, classroom space, AV support, collaborate and communicate with UCSF Fresno Coordinator to ensure guest speaker meets the needs of students
- g. Service learning, health related certifications/training or other work based learning opportunities date and location coordination and assistance with facilitation of parent permission if needed

IX. Study Trips

- a. Designated certificated school site personnel will distribute and collect district-required field trip permission forms to students
- b. School site will provide transportation and chaperones for study trip at a 1:10 ratio or 1:25 ratio, depending on location requirements
- c. Provide lunches and snacks for students during study trips
- d. Collaborate and communicate with UCSF Fresno Coordinator to ensure study trip location meet the needs of students

X. Summer Programs

- a. District to provide a Certificated employee as a Single Point of Contact (SPOC) during the DA Summer Experience session, JDA Summer Camp and other summer programming
- b. District to provide a Certificate of Insurance for clinical sites, as needed
- c. Must enter into a contract and memorandum of understanding with clinical sites, as needed
- d. Provide a space/location for orientation or summer program needs
- e. Assist with the collection of student immunization records and other medical clearances as required by clinical sites for student placements
- f. Support students to retrieve medical clearance for clinical placement; including access to district health resources
- g. Student must have reliable transportation to and from clinical internship site and summer program activities; district to provide transportation as needed

XI. Parent Engagement

- a. District to provide time, space, facilities and AV equipment
- b. Provide assistance with getting students and parents registered for conferences, workshops, promotional events and other parent engagement activities
- c. Provide students with transportation to conferences, workshops and other promotional events as needed

XII. Promotion and Awards Ceremonies

- a. District to provide time, space, facilities and AV equipment
- b. District to determine gift items to be purchased, assist with determining sizes and personalization, and all related purchases for program participants
- c. District to work with coordinators to determine refreshment purchasing

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Amendment to Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is the “Amendment to Purchase and Sale Agreement and Escrow Instructions” for the purchase of an existing 4-story office building (approximately. 50,085 sq. ft.) and adjacent parking lot (approximately. 10,890 sq. ft.) located at 2011 Fresno Street.

The Purchase and Sale Agreement was previously approved on March 08, 2023, Agenda Item A-11. The property Seller has been preparing the building for transfer to the District. We have discovered several additional building alterations that will be needed before use and occupancy by District staff. Those additional items are listed as items 40 – 44 on the revised Exhibit “B” attached to the Amended Agreement. The associated additional costs is \$57,778.

This cost increase is the only change in the Agreement.

FINANCIAL SUMMARY: Sufficient funds are available in the General Fund for the additional \$57,778 that will be needed to purchase the property and close escrow.

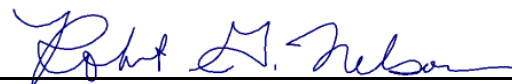
PREPARED BY: Alex Belanger,
Chief Executive

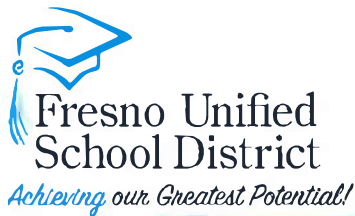
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number	
John S. Foggy Trust and Ellis Family Par 7502 N. Colonial Street Suite 101	
Vendor Name	Address
559-285-3355	Robert Ellis
Phone Number	Vendor Contact
From: 5/24/2023	Through: 5/24/2023
Term (Duration)	
FUSD Contract Administrator:	Facilities Management & Planning 559-283-2622
Alex Belanger	
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0188-0961-0000-8500-6110

Annual Cost \$8,615,887.24 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:

Amendment to Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street.

Please indicate where the work will be performed:

Choose Best Description

Date Item is to appear on **Board of Education Agenda:** 05/24/2023 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Date

5/4/2023

Reviewed & approved by **Department Head**

Signed

Date

5/4/22

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

**AMENDMENT TO PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**
(Fidelity National Title Company Escrow No. 2012300874-BW)

DATED: May 24, 2023

PARTIES: (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and

(2) **JOHN S. FOGGY TRUST (75%) AND ELLIS FAMILY PARTNERSHIP III (25%)** (hereinafter collectively referred to as "Seller").

RECITALS:

This Amendment to the Purchase and Sale Agreement and Escrow Instructions is made with respect to the following facts:

A. The parties executed a "Purchase and Sale Agreement and Escrow Instructions" on or about February 22, 2023 (the "Agreement") and now desire to amend it as set forth herein.

AMENDMENT:

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Section 2.1 is amended to read as follows:

"2.1 **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property shall be Eight Million Six Hundred Fifteen Thousand Eight Hundred Eight-Seven Dollars and Twenty-Four Cents (\$8,615,887.24)."

2. Section 2.2 is amended to read as follows:

"2.2 **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Eight Million Six Hundred Fifteen Thousand Eight Hundred Eighty-Seven Dollars and Twenty-Four Cents (\$8,615,887.24) shall be paid to Seller in cash. This sale price includes a reimbursement to the Seller of Seven Hundred Fifty-Nine Thousand Eight Hundred Eighty-Seven Dollars and Fifty-Eight Cents (\$759,887.58) for repairs and modifications to the Property before the close of escrow, as shown on Exhibit "B".

3. Exhibit "B" as revised and attached herewith supersedes and replaces the Exhibit "B" attached to the Agreement.

4. Except as otherwise set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Purchase and Sale Agreement as of the date first written above.

"Buyer"

Fresno Unified School District

By: _____
Patrick Jensen, Interim Chief Financial Officer

Date: _____

Approved As To Form

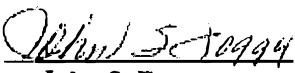


5/4/2023

Stacey Sandoval, Executive Director
Risk Management

"Seller"

John S. Foggy Trust

By:  _____
John S. Foggy

Date: 5/3/23

Ellis Family Partnership III

By:  _____
Robert E. Ellis

Dated: 5/3/23

(Revised)
Exhibit "B"

Item #	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
1	Replace Fire system	\$94,582.00	\$44,438.00
2	Fix fire pump leak		\$2,530.00
3	Perform the five-year sprinkler system test		\$3,750.00
4	Confirm the elevators compliance with the Fresno fire department		\$4,250.00
5	Repair existing electrical wiring with systems check by a licensed electrician		\$6,450.00
6	Demo, Cham Construction	\$20,300.00	
7	Adjust and add fire sprinkler to accommodate new walls and doors	\$2,980.00	
8	Provide electrical adjustment for removal and replace walls	\$15,980.00	
9	Remove interior window blinds facing atrium		\$2,500.00
10	Repair or replace all building window blinds as needed		\$7,545.00
11	Repair or replace as needed all broken and non-functioning exterior door hinges		\$1,790.00
12	Replace Store Front door and glass panels in accordance with champ proposal on page 2	\$43,855.00	
13	Replace solar guard film on 32 windows	\$5,915.00	
14	Repair, replace and patch back walls and ceilings due to selective demolition	\$14,100.00	
15	Demo and replace basement doors, door frames and hardware so that it can accommodate a pallet jack, door on Fresno Street will need to be replaced with a door that can accommodate a pallet	\$19,686.00	
16	Remove pallets and debris from basement		\$1,500.00
17	Clean basement thoroughly including the spalling brick areas		\$5,150.00
18	Remove all decommissioned non operable mechanical equipment including the abandoned air handler and various equipment parts		\$7,800.00
19	Repair spalling brick walls in basement		\$7,500.00
20	Remove all file cabinets from premises as directed by FUSD		\$1,750.00

21	Engineer review of seismic retrofit compliance by licensed engineer, Brooks Ransom Condition Assessment		\$4,200.00
22	Drywall	\$10,750.00	
23	Replace all floor covering in the remodel areas	\$11,100.00	
24	Clean and repair or replace carpets as needed		\$12,500.00
25	Remove Construction Trash and Debris	\$3,300.00	
26	Lease portable restrooms	\$900.00	
27	Roof inspection by profession roofing contractor and repair in accordance with the report		\$8,750.00
28	Donate Cubicles		\$350,000.00
29	Replace the building switch gear	\$215,000.00	
30	Provide building HVAC control panel and connect to the building EMS system	\$6,956.00	
31	Upgrade existing duct work system to handle MERV 13 filtration and return duct work		\$3,585.00
32	Replace the chilled water hydronic circuit and buffer tank added; and installation of VFD for pumps and re-evaluate the GMP and upgrade pumps	\$127,562.00	
33	Repair the Fresh, outside ventilation of HVAC system		\$29,832.00
34	Install damper actuators on the return air, outside air and building relief	\$10,340.00	
35	Utilize CO2 control in occupied area and install CO2 sensor		\$12,565.00
36	Identify service of the satellite DX cooling system and integrate it to a building pressure logic PID generator	\$25,261.00	
37	Installs exterior buildings signage from FUSD choice of the attached Proposals		\$65,000.00
38	Patch and Repaint interior walls as requested		\$41,117.90
39	Replace the perimeter windows tinting		\$7,529.80

40	Reception Area Redesign - new reception counter with sliding window, insulated walls, large windows with more light to the interior, upgraded lighting, electrical, Data, 3 new doors; Carpentry: \$5,400 labor + \$1,008 material; Electrical (labor and materials) \$4,990.24; Insulation: \$1,500; 3 doors and jambs: \$3,000, installs 3 doors and jambs: \$550; Drywall: material and labor \$3,780, Tape, Mud & Texture: \$3,950; Paint new walls and doors: \$1,200; rubber base: material and labor: \$650; Countertop: material and install- \$1,500; Commercial Glass; bypass window with lock, 10X4 store front window; and 2X4 store front window: \$5,000	\$32,528.24	
41	New Store Front glass door access from 1st floor lobby to Café area, including framing	\$8,500.00	
42	Install 4" X 12" windows into 25 selected doors throughout floors 1-4. \$500 per door X 25 doors	\$12,500.00	
43	Removal of 3rd floor cabinets in conference room and 2 private offices, wall repair, trim, base, flooring repairs	\$1,500.00	
44	4th floor conversion from kitchen to private office. Removal of countertop, cabinet, remove and cap sink and plumbing, wall, and flooring repairs	\$2,750.00	
45	Total	\$686,345.24	\$632,032.70
46	Construction Management Fee	\$73,542.34	
47	Final Cost	\$759,887.58	\$632,032.70

All items on the Scope of Work shall be completed by the Seller before the close of escrow. All items in the Scope of Work shall be subject to a one (1) year warranty for materials and workmanship by the Seller. The warranty period begins on the Close of Escrow, except for any items completed or installed after the Close of Escrow and, as to those items, the warranty period begins on the date of acceptance by the Buyer. In the event all items are not completed before the close of escrow, and subject to Buyers approval, Seller shall use its best efforts to complete such items within 90 days after the close of escrow, provided that: (1) Seller shall insure that its contractors pay prevailing wages to all workers on the Property in accordance with Labor Code Section 1771, et seq.; and (2) the costs associated with incomplete items, as set forth above, shall not be released at the closing but shall be retained in escrow by the Title Company and not disbursed to the Seller until completion is achieved, and certified in writing as complete by the Seller to the Buyer and, thereafter, by the Buyer to the Title Company. All costs shown above are final, and any cost changes that occur after this Agreement is signed by the parties shall be at the Seller's sole risk (in the case of cost increases) or benefit (in the case of cost decreases).

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 08, 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 Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street. The purchase is of an existing 4-story office building (approx. 50,085 sq. ft.) and adjacent parking lot (approx. 10,890 sq.ft.). The Agreement is the result of many months of negotiations with the sellers, the John S. Foggy Trust and the Ellis Family Partnership III. The sale price of \$8,558,109 includes the purchase of the land, building, and over \$700,000 in site and building improvements that have been negotiated and will be installed by the seller so that the building will be ready for District uses and occupancy when escrow closes. Escrow is projected to close within 90 days after the Purchase Agreement is signed. The District's share of escrow and closing costs are estimated to be less than \$10,000. Prior to finalizing the purchase price, the District retained the services of a certified MAI appraiser who appraised the property and the purchase price is well within the appraised price. The District will utilize the building as follows:

The Department of Prevention and Intervention: Attendance and SARB, Behavioral Intervention/Student Discipline/Restorative Practices, Climate and Culture, Mentoring Services, Project ACCESS, Social Emotional Wellness, and Home and Hospital Instruction.

Transfers Office: School Choice, Incoming or Outgoing interdistrict, Magnet, Dual Immersion, and transfer revocations.

GATE Program: Supports staff and students coordinate admission to GATE schools. This involves qualification, testing, and a lottery enrollment process for the programs at Manchester and Yokomi Elementary Schools.

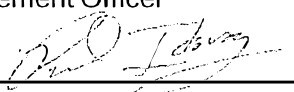
FINANCIAL SUMMARY: Sufficient funds in the amount of \$8,558,109 are available in the General Fund. and will be needed to purchase the property and close escrow.

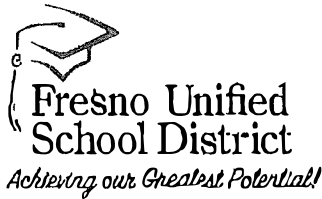
PREPARED BY: Alex Belanger,
Chief Executive

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

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

DEPUTY SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

John S. Foggy Trust and Ellis Family Partnerships III

7502 N. Colonial Street Suite 101

Vendor Name

Address

559-285-3355

Robert Ellis

Phone Number

Vendor Contact

From: February 22, 2023

Through: February 22, 2023

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Operational Services

559-283-2622

Name

Site/ Dept

Telephone number

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

8,558,109.00

Annual Cost

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:

For the purchase of one commercial office building located at 2011 Fresno Street and 1212 Fulton. FUSD will deposit \$100,000.00 on or before the 15 day following the Effective Date of the Agreement.

Date Item is to appear on Board of Education Agenda:

02/22/23

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:
Alex Belanger

Name

Facilities Department
Department

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

(Fidelity National Title Company Escrow No. _____)

DATED: FEBRUARY 22, 2023

PARTIES:

- (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and
- (2) **JOHN S. FOGGY TRUST (75%) AND ELLIS FAMILY PARTNERSHIP III (25%)** (hereinafter collectively referred to as "Seller").

RECITALS:

This *Purchase and Sale Agreement and Escrow Instructions* (Agreement) is made with respect to the following facts:

A. Seller is the owner of commercial property which is located at 2011 FRESNO STREET, AKA 1212 FULTON AND 2015 FRESNO STREET, Fresno, California 93721 (Fresno County Assessor's Parcel Number 466-154-11 and 466-154-31), which is more particularly described in Exhibit A attached hereto.

B. The real property and improvements thereon consist of one approximately 50,085+- square foot four-story office building on approximately 10,890 square foot lot (1212 FULTON, Fresno, CA.; APN 466-154-11), and one approximately 11,326 square foot adjacent parking lot (2015 FRESNO STREET, Fresno, CA; APN 466-154-31).

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 **Land.** The property described in Exhibit A hereto.

1.1.2 **Appurtenances.** All rights, privileges and easements appurtenant to the Property, and all rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

1.1.3 **Improvements.** All existing buildings improvements located on the Property, including, without limitation the commercial building; and if attached to the Property on the date of this Agreement, lighting, heating, plumbing, ventilating and air condition fixtures, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls, including all items listed in Exhibit "B" under the Scope of Work (all of which are collectively referred to as the Improvements).

1.1.4 **Personal Property.** No personal property is being sold or transferred hereunder.

1.2 **PROPERTY DEFINED.** All of the items described in Sub-Sections 1.1.1, 1.1.2, 1.1.3 and 1.1.4 are hereinafter collectively referred to as the Property.

1.3 **ESCROW HOLDER.** Escrow Holder shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.4 **ESCROW OPENING.** Escrow Opening shall be within three (3) days following execution of this Agreement by the Seller and Buyer.

1.5 **ESCROW COMPANY.** Escrow Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.6 **TITLE COMPANY.** Title Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.7 **EFFECTIVE DATE.** The Effective Date of this Agreement and other similar references herein shall mean and refer to the date on which this Agreement has been fully executed, initialed, if applicable, and dated by both Seller and Buyer.

ARTICLE 2 PURCHASE PRICE

2.1 **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property shall be Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars (\$8,558,109.00).

2.2 **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars (\$8,558,109.00) shall be paid to Seller in cash. This sale price includes a reimbursement to the Seller of Seven Hundred Two Thousand One Hundred Nine Dollars and Thirty-Four Cents (\$702,109.34) for repairs and modifications to the Property before the close of escrow, as shown on Exhibit "B".

2.3 **DEPOSIT.** Buyer shall, on or before the fifteenth (15th) day following the Effective Date of this Agreement, make an initial deposit in the amount of One Hundred Thousand Dollars (\$100,000.00), to be credited against the Purchase Price at close of escrow, with the Escrow Holder upon signing of this Agreement.

**ARTICLE 3
TITLE TO REAL PROPERTY**

3.1 **TITLE TO REAL PROPERTY.** A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within twenty (20) days following the Effective Date herein, covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the Exceptions). The purchase and sale of the Property is conditioned upon Buyers' approval of said report as provided in Section 4.1.2 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **Real Property Transfer and Title.** Fee simple title to the Real Property identified in Exhibit A hereto shall be transferred by execution and delivery of a Grant Deed. On the Closing date, Buyer shall receive from the Title Company a ALTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Fidelity National Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; and (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer.

**ARTICLE 4
CONDITIONS TO CLOSING**

4.1 **BUYERS CONDITIONS.** Buyers' obligation to purchase the Property under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions, within sixty (60) days of Effective Date herein each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at Buyers' option. In the event that any of the following conditions are not met or waived, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 A. **All Purchase Agreement and related California Environmental Quality Act Approvals by Fresno Unified School District Board of Trustees.**

B. **Seller's completion of the repairs and corrections listed on Exhibit "B," before the close of escrow, to Buyer's satisfaction.**

C. **FUSD's review and approval of the current Subway Lease and securing an estoppel certification from that tenant.**

D. **Lease termination move-out by the current tenant (Fresno County).**

E. **Other standard seller disclosures.**

F. **Fresno County Standard closing conditions pertaining to the allocation of title costs, title Insurance, closing costs, charges, commissions (by Seller), & taxes.**

4.1.2 **Approval of Title.** Buyers written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record (title exceptions) shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) business days to give Buyer notice; (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller, after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be

removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) business days to notify Seller of Buyers' election to proceed with the purchase of and take Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.3 **Real Property Tax and Special Tax District.** Buyer shall have twenty (20) days after the Effective Date to investigate the Property's real property tax, assessments, and special taxing district obligation.

4.1.4 **Inspection Period.** Buyer shall have Five (5) days from the date of Escrow Opening to determine the suitability of the Property for Buyers intended use (the Inspection Period). The Inspection Period shall commence on the day on which the escrow is opened and shall expire at 5:00 p.m. on the Fifth day following the Effective Date of this Agreement. During this period, Buyer shall, at Buyers option and expense with no right of reimbursement whatsoever from Seller, conduct any environmental studies and or any soil, plant, and/or water sampling, tests, or surveys of the Property, or any other tests or surveys which Buyer deems advisable. Buyer agrees to indemnify, defend and hold Seller harmless from any cost, expense, obligation, or other liability, (including, without limitation, attorneys fees) caused by entry upon the Property by Buyer, its employees, agents, representatives or contractors during Buyers Inspection Period. At any time prior to expiration of the Inspection Period, Buyer may, by written notice to Seller, terminate this Agreement and escrow shall be canceled, with Buyers Deposit being returned and paid to Buyer.

4.1.5 **Accuracy of Representations.** All of Sellers material representations and warranties contained in or made pursuant to this Agreement, to the best of their knowledge, shall have been true and correct when made and shall be true and correct as of the Closing, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

ARTICLE 5 CLOSING AND ESCROW

5.1 DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS.

Within three (3) business days of the parties hereto execution of this Agreement the parties hereto shall deposit an executed counterpart of this Agreement along with the Deposit with Escrow Holder, and an executed counterpart of this Agreement to Title Company, and this Agreement shall serve as the instructions to Escrow Holder and to the Title Company for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder and the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

5.1.1 CLOSING.

5.2.1 **Location and Date.** The Closing hereunder (the Closing) shall be held at the offices of FIDELITY NATIONAL TITLE COMPANY at 7475 North Palm Avenue, Suite 107, Fresno, California 93711. The execution and exchange of documents shall take place at the Closing on or before sixty (60) days following the Effective Date (Closing Date), subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered

on the date the Deed is recorded.

5.2.2 **Delayed Closing.** In the event the Closing does not occur on or before the Closing Date, escrow may close after the Closing Date so long as either party has not executed and delivered a written notice of termination to Escrow Holder; provided such notice may not be given until five (5) days after the Closing Date. Upon receipt of a notice of termination, Escrow Holder shall return to the depositor thereof items which may have been deposited thereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Deed.** A deed conveying title to the Property, as set forth in Section 3.1.1 of this Agreement.

Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER.** Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder:

5.4.1 **Deposit.** The Purchase Price will be credited with the amount of Buyers Deposit.

5.4.2 **Balance.** The balance of the Purchase Price shall be deposited in cash in the form of a cashier's check payable to FIDELITY NATIONAL TITLE COMPANY by Buyer prior to close of escrow.

5.5 **OTHER INSTRUMENTS.** Seller and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW.** Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to:

5.6.1 **Deed.** Record the deed with the Fresno County Recorder.

5.6.2 **Net Proceeds.** Deliver the net proceeds from escrow to Seller, subject to any retentions, as described in Exhibit "B".

5.7 **PRORATIONS AND APPORTIONMENTS.**

5.7.1 **Property Taxes.** All non-delinquent property taxes and current rents of the Property shall be prorated as of Closing Date.

5.7.2 **Costs and Expenses.** Seller shall pay the premium for the Title Policy, and the cost of any documentary or other transfer taxes applicable to the sale. Except as provided in Exhibit "B," Buyer shall pay the cost of any due diligence reports completed & any assessment report, and any title endorsements. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale, as normal in County of Fresno.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER.** As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller.** Sellers are legal entities, authorized to do business in the State of California and with full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.1.2 **Laws and Regulations.** To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings affecting the Property. To the best of Seller's knowledge, the Property complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances, and there are no known underground fuel storage tanks located on the Property.

6.2 **Seller's Disclosure:** Seller hereby discloses, and Buyer hereby acknowledges that Robert Ellis is a licensed real estate broker in the State of California and a principal in this transaction.

6.3 **SURVIVAL.** The representations and warranties of Seller contained herein shall survive the Closing Date.

6.4 **DISCLAIMER "AS IS".** Except as specifically provided in this Article 6, Buyer is purchasing the Property in its as is condition. Buyer acknowledges that Seller makes no representations or warranties as to the condition of the improvements and fixtures.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

7.1.1 **Authority of Buyer.** Buyers have full authority to enter into this Agreement. This Agreement, and all documents executed by Buyer which are to be delivered to Seller at the Closing, are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyers' knowledge threatened against Buyer or any basis there for before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer that would affect closing escrow on this purchase.

7.1.3 **Financial Condition.** Buyer has adequate financial resources to pay the Purchase Price as specified herein, and to perform all of their obligations hereunder.

ARTICLE 8 MISCELLANEOUS

8.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

IF TO SELLER:

John S. Foggy Trust
6556 Lonetree Blvd., #200
Rocklin, CA 95765
jf@rocklin65.net

Ellis Family Partnership III
c/o Robert Ellis
7502 N. Colonial Street suite 101
Fresno, Ca 93711
rellis@reli1.com

IF TO BUYER:

Patrick Jensen
Interim Chief Financial Officer
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
Patrick.Jensen@fresnounified.org

Alex Belanger

Chief Executive, Operational Services
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
William.Belanger@fresnounified.org

Paul Idsvoog

Chief Operations and Classified Labor
Management Officer
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
Paul.Idsvoog@fresnounified.org

Dale E. Bacigalupi, Legal Counsel

Lozano Smith
7404 N. Spalding Ave
Fresno, CA 93720
dbacigalupi@Lozanosmith.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

9.1 **NO BROKERS OR FINDERS.** Each party represents and warrants that neither has engaged a broker, finder or other person to represent such party in this transaction who would be entitled to a brokerage fee, finder's fee, commission or other similar compensation in connection herewith other than Robert Ellis Leasing and Investment, Inc., herein referred to as Broker. The commission agreement executed between Seller and Broker will be provided to escrow in a separate document prior to close of escrow.

In the event of a claim for a brokerage fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this section shall survive the Closing.

9.2 **TAX FREE EXCHANGE.** Either Buyer and/or Seller may elect to handle this transaction so as to qualify for the tax deferred benefits under the Internal Revenue Code, Section 1031, as amended. Either party shall have the right to make such election at any time before the date of closing and delivery of deeds. If either/both party(ies) makes such an election, the other agrees and promises to accommodate the electing party by taking any and all reasonable steps necessary to assure that the exchange will qualify under Section 1031. No party shall incur any additional costs, expenses, fees or liabilities on account of the other party's election hereunder. This Agreement is not conditioned upon the ability of any party to qualify for Section 1031 tax-

deferred treatment, except to the extent each party promises to cooperate to effect such treatment.

9.3 **LIQUIDATED DAMAGES.** IF BUYER IS IN DEFAULT, THEN ALL PAYMENTS AND THINGS OF VALUE RECEIVED BY SELLER ON DEPOSIT BY BUYER INTO ESCROW SHALL BE FORFEITED BY BUYER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL OBLIGATIONS HEREUNDER. IT IS AGREED THAT SUCH PAYMENTS AND THINGS OF VALUE ARE LIQUIDATED DAMAGES AND BELOW ARE SELLERS SOLE AND ONLY REMEDY FOR BUYERS' FAILURE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.

Seller's Initials: _____ Buyer's Initials: _____

9.4 **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by Buyer without the written approval of Seller, subject to the following limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

9.5 **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.6 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.7 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.8 **MERGER OF PRIOR AGREEMENTS.** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.9 **ATTORNEYS FEES.** In the event of dispute arising from or out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9.10 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.


9.11 **FACSIMILE SIGNATURES.** Facsimile signatures shall have the same force and effect as original signatures.

9.12 **COUNTERPARTS.** This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

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

"Buyer"

Fresno Unified School District

By: 
Patrick Jensen, Interim Chief Financial Officer

Date: Mar 9, 2023


"Seller"

John S. Foggy Trust

By: 
John S. Foggy

Date: 1/20/2023

Ellis Family Partnership III

By: 
Robert E. Ellis

Dated: 1/20/23

APPROVED AS TO FORM

 1/24/23

EXHIBIT A
Legal Description

Real property located in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

For APN/Parcel ID(s): 466-154-11 and 466-154-31

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The Southwesterly 76.5 feet of Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 at Page 2 of Plats, records of said County.

Excepting therefrom the Northeasterly 15 feet of the Northwesterly 37 feet thereof;

PARCEL 2:

Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, Fresno County Records.

Excepting from Lots 17 through 20 and the Southeasterly 13 feet of Lot 21, the Southwesterly 76.5 feet.

Also excepting from Lot 22 and the Northwesterly 12 feet of Lot 21, the Southwesterly 61.5 feet.

Exhibit "B"

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
1	Replace Fire system	\$94,582.00	\$44,438.00
2	Fix fire pump leak		\$2,530.00
3	Perform the five-year sprinkler system test		\$3,750.00
4	Confirm the elevators compliance with the Fresno fire department		\$4,250.00
5	Repair existing electrical wiring with systems check by a licensed electrician		\$6,450.00
6	Demo, Cham Construction	\$20,300.00	
7	Adjust and add fire sprinkler to accommodate new walls and doors	\$2,980.00	
8	Provide electrical adjustment for removal and replace walls	\$15,980.00	
9	Remove interior window blinds facing atrium		\$2,500.00
10	Repair or replace all building window blinds as needed		\$7,545.00
11	Repair or replace as needed all broken and non-functioning exterior door hinges		\$1,790.00
12	Replace Store Front door and glass panels in accordance with champ proposal on page 2	\$43,855.00	
13	Replace solar guard film on 32 windows	\$5,915.00	
14	Repair, replace and patch back walls and ceilings due to selective demolition	\$14,100.00	
15	Demo and replace basement doors, door frames and hardware so that it can accommodate a pallet jack, door on Fresno Street will need to be replaced with a door that can accommodate a pallet	\$19,686.00	
16	Remove pallets and debris from basement		\$1,500.00
17	Clean basement thoroughly including the spalling brick areas		\$5,150.00
18	Remove all decommissioned non operable mechanical equipment including the abandoned air handler and various equipment parts		\$7,800.00
19	Repair spalling brick walls in basement		\$7,500.00
20	Remove all file cabinets from premises as directed by FUSD		\$1,750.00
21	Engineer review of seismic retrofit compliance by licensed engineer, Brooks Ransom Condition Assessment		\$4,200.00

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
22	Drywall	\$10,750.00	
23	Replace all floor covering in the remodel areas	\$11,100.00	
24	Clean and repair or replace carpets as needed		\$12,500.00
25	Remove Construction Trash and Debris	\$3,300.00	
26	Lease portable restrooms	\$900.00	
27	Roof Inspection by profession roofing contractor and repair in accordance with the report		\$8,750.00
28	Donate Cubicles		\$350,000.00
29	Replace the building switch gear	\$215,000.00	
30	Provide building HVAC control panel and connect to the building EMS system	\$6,956.00	
31	Upgrade existing duct work system to handle MERV 13 filtration and return duct work		\$3,585.00
32	Replace the chilled water hydronic circuit and buffer tank added; and installation of VFD for pumps and re-evaluate the GMP and upgrade pumps	\$127,562.00	
33	Repair the Fresh, outside ventilation of HVAC system		\$29,832.00
34	Install damper actuators on the return air, outside air and building relief	\$10,340.00	
35	Utilize CO2 control in occupied area and install CO2 sensor		\$12,565.00
36	Identify service of the satellite DX cooling system and integrate it to a building pressure logic PID generator	\$25,261.00	
37	Installs exterior buildings signage from FUSD choice of the attached Proposals		\$65,000.00
38	Patch and Repaint interior walls as requested		\$41,117.90
39	Replace the perimeter windows tinting		\$7,529.80
40		\$628,567.00	\$632,032.70
41	Construction Management Fee	\$73,542.34	\$
42	Final Cost	\$702,109.34	\$632,032.70

All items on the Scope of Work shall be completed by the Seller before the close of escrow. All items in the Scope of Work shall be subject to a one (1) year warranty for materials and workmanship by the Seller. The warranty period begins on the Close of Escrow, except for any items completed or installed after the Close of Escrow and, as to those items, the warranty period begins on the date of acceptance by the Buyer. In the event all items are not completed before the close of escrow, and subject to Buyers approval, Seller shall use its best efforts to complete such items within 90 days after the close of escrow, provided that: (1) Seller shall insure that its

contractors pay prevailing wages to all workers on the Property in accordance with Labor Code Section 1771, et seq.; and (2) the costs associated with incomplete items, as set forth above, shall not be released at the closing but shall be retained in escrow by the Title Company and not disbursed to the Seller until completion is achieved, and certified in writing as complete by the Seller to the Buyer and, thereafter, by the Buyer to the Title Company. All costs shown above are final, and any cost changes that occur after this Agreement is signed by the parties shall be at the Seller's sole risk (in the case of cost increases) or benefit (in the case of cost decreases).

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Award of Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-16, Manchester, Pyle, and Vinland Elementary Schools Heating, Ventilation, Air Conditioning/Energy Management System (HVAC/EMS) Replacement. The project will improve classroom HVAC by replacing unit ventilators, EMS, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV- 13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on March 10, 2023. Notifications were sent to 198 firms plus five construction trade publications, and the district received three responses. Bids were opened on April 13, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Section A – Manchester and Pyle Elementary Schools
Strategic Mechanical, Inc. (Fresno, California) \$2,666,014

Section B – Vinland Elementary School
Strategic Mechanical, Inc. (Fresno, California) \$1,304,384

The total contract amount for Section A includes a \$70,000 allowance and for Section B a \$35,000 allowance for painting and patching that may or may not be used. The tabulation is attached and bid specifications are available for review in the Purchasing Department.

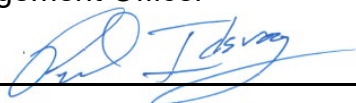
FINANCIAL SUMMARY: Sufficient funds in the amount of \$3,970,398 are available in Elementary and Secondary School Emergency Relief III Federal Funds.

PREPARED BY: Ann Loorz,
Executive Director

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

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-16, SECTION A - MANCHESTER AND PYLE ELEMENTARY SCHOOLS HVAC/EMS REPLACEMENT

Bid Opening Date: April 13, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

		BASE BID 1A	BASE BID 2A	ADD ALT. 1A	ADD ALT. 2A	ALLOWANCE 1A		RECOMMENDED
CONTRACTOR	CITY	MANCHESTER HVAC REPLACEMENT	PYLE HVAC REPLACEMENT	MANCHESTER INSTALLATION 3-11 PM	PYLE INSTALLATION 3-11 PM	PAINTING AND PATCHING	TOTAL BID AMOUNT	AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$1,068,375	\$1,359,888	\$78,355	\$89,396	\$70,000	\$2,666,014	\$2,666,014
New England Sheet Metal and Mechanical Co.	Fresno	\$1,102,000	\$1,453,000	\$25,400	\$42,400	\$70,000	\$2,692,800	
Modern Air Mechanical	Merced	\$1,147,255	\$1,508,860	\$152,200	\$198,850	\$70,000	\$3,077,165	

Award will be by Section.

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

Low bid for **Section A** determined by combined total of Base Bid items and Add Alternate items plus \$70,000 Allowance.

Staff recommends award of \$2,666,014 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for Base Bid items and Add Alternate items.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 23-16, SECTION B - VINLAND ELEMENTARY SCHOOL HVAC/EMS REPLACEMENT

Bid Opening Date: April 13, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1B VINLAND HVAC REPLACEMENT	ADD ALT. 1B VINLAND INSTALLATION 3-11 PM	ALLOWANCE 1B PAINTING AND PATCHING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$1,187,516	\$81,868	\$35,000	\$1,304,384	\$1,304,384
New England Sheet Metal and Mechanical Co.	Fresno	\$1,333,000	\$43,700	\$35,000	\$1,411,700	
Modern Air Mechanical	Merced	\$1,353,475	\$190,597	\$35,000	\$1,579,072	

Award will be by Section.

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

Low bid for **Section B** determined by combined total of Base Bid item and Add Alternate item plus \$35,000 Allowance.

Staff recommends award of \$1,304,384 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for Base Bid item and Add Alternate item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 23-29, Duncan Polytechnical High School Electrical Panel Upgrade

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade. The project will replace the electrical panels and feeders serving the classroom wings, administration office, and multi-purpose room.

The request for bids was lawfully advertised on March 29, 2023. Notifications were sent to 121 firms plus five construction trade publications, and the district received one response. Bids were opened on April 18, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Smith Mechanical Electrical Plumbing (Santa Maria, California) \$326,297.

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

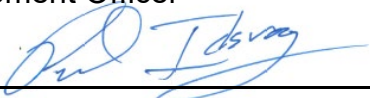
FINANCIAL SUMMARY: Sufficient funds in the amount of \$326,297 are available in the Measure M Fund.

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:

A handwritten signature in blue ink, appearing to read "Paul Idsvoog", written over a horizontal line.A handwritten signature in blue ink, appearing to read "Robert L. Nelson", written over a horizontal line.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 23-29, DUNCAN POLYTECHNICAL HIGH SCHOOL ELECTRICAL PANEL UPGRADE

Bid Opening Date: April 18th, 2023 prior to 2:01 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
Smith Mechanical Electrical Plumbing	Santa Maria	\$326,297

Low bid determined by Base Bid

Staff recommends award of \$326,297 to Smith Mechanical Electrical Plumbing, the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 Bid 23-48, Turf Rehabilitation at Various Sites

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-48, Turf Rehabilitation at Various Sites, to replace/improve playground turf at Figarden, Kirk, Lane, and Malloch Elementary Schools and Terronez Middle School. The project includes rehabilitating ball fields, restoring running lanes, pitching mounds, batter boxes, and adding infield mix. Playground turf will be graded, over seeded with Bermuda, fertilized along with a 90-day maintenance period. The projects are recommended based on evaluation of greatest need and to increase equity of athletic facilities.

The request for bids was lawfully advertised on March 15, 2023. Notifications were sent to 154 firms plus five construction trade publications, and the district received three responses. Bids were opened on April 20, 2023. Staff recommends award to the lowest responsive, responsible bidders:

Section A – Figarden and Malloch Elementary Schools
Nish-ko, Inc. (Fresno, California) \$509,405

Section B – Kirk and Lane Elementary Schools and Terronez Middle School
Briner & Son, Inc. (Fresno, California) \$542,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,051,405 are available in the Community Development 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. 23-48 SECTION A, TURF REHABILITATION AT VARIOUS SITES

Bid Opening Date: April 20th, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 TURF REHAB AT FIGARDEN ES NORTH FIELD	BASE BID 2 TURF REHAB AT FIGARDEN ES SOUTH FIELD	BASE BID 3 TURF REHAB AT MALLOCH ES EAST FIELD	BASE BID 4 TURF REHAB AT MALLOCH ES WEST FIELD	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Nish-Ko, Inc.	Fresno	\$144,464	\$144,719	\$88,047	\$132,175	\$509,405	\$509,405
Briner & Son, Inc.	Fresno	\$147,000	\$146,000	\$90,000	\$138,000	\$521,000	
Alliance Construction Solutions, Inc.	Madera	\$200,000	\$200,000	\$125,000	\$190,000	\$715,000	

Award will be by Section.

Low bid for **Section A** determined by combined total of Base Bid items.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 23-48 SECTION B, TURF REHABILITATION AT VARIOUS SITES

Bid Opening Date: April 20th, 2023 prior to 2:31 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 TURF REHAB AT KIRK ES SOUTH FIELD	BASE BID 2 TURF REHAB AT LANE ES EAST FIELD	BASE BID 3 TURF REHAB AT TERRONEZ MS NORTH & EAST FIELDS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Briner & Son, Inc.	Fresno	\$89,000	\$84,000	\$369,000	\$542,000	\$542,000
Nish-Ko, Inc.	Fresno	\$94,904	\$113,593	\$435,598	\$644,095	
Alliance Construction Solutions, Inc.	Madera	\$140,000	\$97,000	\$520,000	\$757,000	

Award will be by Section.

Low bid for **Section B** determined by combined total of Base Bid items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning Energy Management System Replacement Project

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning Energy Management System Replacement Project. The project will improve classroom ventilation and heating/air conditioning by replacing roof top HVAC units, and energy management systems. The project also includes roof replacement at Muir and Winchell Elementary Schools. The Elementary and Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV- 13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on March 15, 2023. Notifications were sent to 198 firms plus five construction trade publications, and the district received two responses. Bids were opened on April 19, 2023. Staff recommends award to the lowest responsive, responsible bidder(s):

Section A – Winchell Elementary School and Sequoia Middle School
Strategic Mechanical, Inc. (Fresno, California) \$3,242,289

Section B – Muir Elementary School
Strategic Mechanical, Inc. (Fresno, California) \$2,852,031

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

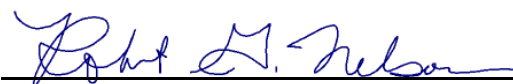
FINANCIAL SUMMARY: Sufficient funds in the amount of \$6,094,320 are available in Elementary and Secondary School Emergency Relief III Federal Funds.

PREPARED BY: Ann Loorz,
Executive Director

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

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

SUPERINTENDENT APPROVAL:



**FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION**

BID NO. 23-54 SECTION A, WINCHELL ELEMENTARY SCHOOL AND SEQUOIA MIDDLE SCHOOL HVAC/EMS REPLACEMENT

Bid Opening Date: April 19th, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

		BASE BID 1	BASE BID 2		RECOMMENDED
CONTRACTOR	CITY	WINCHELL ES HVAC REPLACEMENT	SEQUOIA MS HVAC REPLACEMENT	TOTAL BID AMOUNT	AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$2,852,554	\$389,735	\$3,242,289	\$3,242,289
New England Sheet Metal and Mechanical Co.	Fresno	\$2,899,000	\$409,000	\$3,308,000	

Award will be by Section.

Low bid for **Section A** determined by combined total of Base Bid items.

Staff recommends award of \$3,242,289 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for Base Bid items.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 23-54 SECTION B, MUIR ELEMENTARY SCHOOL HVAC/EMS REPLACEMENT

Bid Opening Date: April 19th, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1	TOTAL BID AMOUNT	RECOMMENDED
		MUIR ES HVAC REPLACEMENT		AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$2,852,031	\$2,852,031	\$2,852,031
New England Sheet Metal and Mechanical Co.	Fresno	\$2,969,000	\$2,969,000	

Award will be by Section.

Low bid for **Section B** determined by Base Bid.

Staff recommends award of \$2,852,031 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Qualifications 23-21S, Custom Printing

ITEM DESCRIPTION: Included in the board binders is information on Request for Qualifications (RFQ) 23-21S, Custom Printing to supplement the pool of qualified vendors approved by the Board on February 22, 2023. Vendors will offer additional custom printing services in the categories of apparel, signs and banners, promotional items, and paper items. The RFQ process allows for multiple factors to be considered in addition to price, to identify the best value vendor(s) for the district. The term is for a three-year period beginning June 01, 2023.

Evaluation of proposals were based on experience, qualifications, and pricing. The evaluation panel, comprised of Fresno Unified School District Goal 2 Staff, School Principals and Vice Principals, recommend approval of the following vendors:

- Category 1, Apparel (23 qualified vendors)
- Category 2, Signs and Banners (18 qualified vendors)
- Category 3, Promotional Items (21 qualified vendors)
- Category 4, Paper Items (19 qualified vendors)

Approval will allow department and school sites to utilize qualified vendors for identified purchases on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

The RFQ (16 pages), responses and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding is available through site budgets. Custom Printing services were approximately \$6,563,885 last fiscal year.

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
LIST OF QUALIFIED VENDORS
RFQ No. 23-21S, CUSTOM PRINTING

RFQ 23-21S: Category 1 - Apparel

A List Signs & Banners, LLC	(Clovis, California)
Advantage Specialties	(Clovis, California)
All Action Awards, Inc.	(Woodland, California)
All American Sports USA	(Clovis, California)
All Signs & Screen Printing, Inc.	(Clovis, California)
American T's	(Fresno, California)
Artworkz Screen Printing & Embroidery	(Clovis, California)
BSN Sports, LLC	(Farmers Branch, Texas)
Capture It Imprinting	(Sanger, California)
Central Star Marketing	(Fresno, California)
Central Valley Sports & Stitch	(Fresno, California)
Educational Products, Inc.	(Carrollton, Texas)
First String Sports	(Fresno, California)
Graduate Services Ltd	(Pinedale, California)
Image Stuff, Inc.	(Camarillo, California)
Keith Cappelluti Design	(Fresno, California)
M&M Screen Printing	(Clovis, California)
Notorious Grafix	(Fresno, California)
Positive Promotions, Inc.	(Hauppauge, New York)
Sideways Five	(Fresno, California)
The Print District	(Fresno, California)
Val Print	(Fresno, California)
Visionomyx	(Sanger, California)

RFQ 23-21S: Category 2 - Signs and Banners

A List Signs & Banners, LLC	(Clovis, California)
All American Sports USA	(Clovis, California)
All Signs & Screen Printing, Inc.	(Clovis, California)
Alphagraphics	(Fresno, California)

LIST OF QUALIFIED VENDORS (continued)

American T's	(Fresno, California)
Artworkz Screen Printing & Embroidery	(Clovis, California)
Capture It Imprinting	(Sanger, California)
Central Star Marketing	(Fresno, California)
Central Valley Sports & Stitch	(Fresno, California)
First String Sports	(Fresno, California)
Image Stuff, Inc.	(Camarillo, California)
Keith Cappelluti Design	(Fresno, California)
M&M Screen Printing	(Clovis, California)
Notorious Grafix	(Fresno, California)
Positive Promotions, Inc.	(Hauppauge, New York)
Sideways Five	(Fresno, California)
The Print District	(Fresno, California)
Val Print	(Fresno, California)

RFQ 23-21S: Category 3 - Promotional items

A List Signs & Banners, LLC	(Clovis, California)
All Action Awards, Inc.	(Woodland, California)
All American Sports USA	(Clovis, California)
All Signs & Screen Printing, Inc.	(Clovis, California)
American T's	(Fresno, California)
Artworkz Screen Printing & Embroidery	(Clovis, California)
BSN Sports, LLC	(Farmers Branch, Texas)
Capture It Imprinting	(Sanger, California)
Central Star Marketing	(Fresno, California)
Central Valley Sports & Stitch	(Fresno, California)
Educational Products, Inc.	(Carrollton, Texas)
First String Sports	(Fresno, California)
Graduate Services Ltd	(Pinedale, California)
Image Stuff, Inc.	(Camarillo, California)
Keith Cappelluti Design	(Fresno, California)

LIST OF QUALIFIED VENDORS (continued)

M&M Screen Printing	(Clovis, California)
Notorious Grafix	(Fresno, California)
Sideways Five	(Fresno, California)
The Print District	(Fresno, California)
Val Print	(Fresno, California)
Visionomyx	(Sanger, California)

RFQ 23-21S: Category 4 - Paper items

A List Signs & Banners, LLC	(Clovis, California)
Advantage Specialties	(Clovis, California)
All Action Awards, Inc.	(Woodland, California)
All American Sports USA	(Clovis, California)
All Signs & Screen Printing, Inc.	(Clovis, California)
Alphagraphics	(Fresno, California)
American T's	(Fresno, California)
Artworkz Screen Printing & Embroidery	(Clovis, California)
Capture It Imprinting	(Sanger, California)
Central Star Marketing	(Fresno, California)
Graduate Services Ltd.	(Pinedale, California)
Keith Cappelluti Design	(Fresno, California)
Morris Printing Group, Inc.	(Kearney, Nebraska)
Notorious Grafix	(Fresno, California)
School Datebooks	(Lafayette, Indiana)
Sideways Five	(Fresno, California)
Val Print	(Fresno, California)
Wesco Graphics, Inc.	(Tracy, California)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Rejection of Request for Proposals 23-45, Event Planner Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 23-45 to select a qualified vendor to provide event planner services. The district is seeking a vendor to lead, plan and host four district annual events: the State of Education Gala, Excellence in Education Awards, the Retirement Dinner, and Convocation.

The Request for Proposals (RFP) was lawfully advertised on March 1, 2023 and March 8, 2023, and the district received two responses. Evaluation of proposal were based on experience, qualification, plan of approach for proposed work, and pricing. The evaluation panel, comprised of Fresno Unified Communications Office staff, Superintendent Office staff, and School Teacher recommends rejecting all proposals and to rebid in the future as a Request for Qualification to qualify a group of vendors to provide these services.

RFP, response and tabulation are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Rejecting all proposals results in no fiscal impact to the District at this time.

PREPARED BY: Nikki Henry, Officer,
Chief Information
Ann Loorz, Executive Director Purchasing

DIVISION: Communications
PHONE NUMBER: (559) 457-3733

CABINET APPROVAL: Nikki Henry,
Officer, Chief Information

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 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 2022/23 Agreement with The Resiliency Center of Fresno

ITEM DESCRIPTION: Included in the Board binders for Board consideration and ratification is an agreement with The Resiliency Center of Fresno (formally the Fresno Chaplaincy program). The Resiliency Center of Fresno provides student mentoring for first graders as part of their Resilience in Student Education (RISE) Program. The program is available for all elementary schools but currently services 25 of our 68 elementary schools. Mentoring is coordinated through the center directly with school site administrators and paid for through the Safety and Security Department. The program fees are \$500 per semester for each school site served. Funds were planned for in the 2022/23 Safety and Security Department budget.

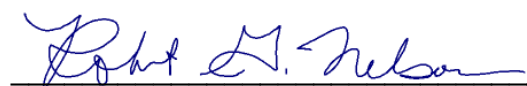
FINANCIAL SUMMARY: Sufficient funds in the amount of \$30,000 are available in the Safety and Security Department budget

PREPARED BY: Amy Idsvoog, Executive
Officer Health Services, Safety
& Emergency Response

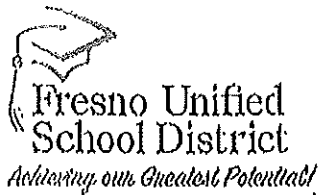
DIVISION: School Safety and Security
PHONE NUMBER: (559) 457-3980

CABINET APPROVAL: Misty Her, Deputy
Superintendent

SUPERINTENDENT APPROVAL:



FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number		
Resiliency Center	3845 N. Clark St. Suite 201, Fresno, Ca 93726	
Vendor Name	Address	
559-492-2906	Rodney Lowery	
Phone Number	Vendor Contact	
From 0/1/2022	Through 6/30/2023	
Term (Duration)		
FUSD Contract Administrator		
Amy Idavoog	Health Services, Safety & Emer	559-457-2000
Name	Site/Dept	Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0672-0664-0000-0300-5110

Annual Cost \$ 30,000.00 (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:

The Resiliency Center of Fresno agrees to provide social emotional educational services to first grade classrooms through the Resilience In Student Education (RISE) program to all 65 Fresno Unified School District elementary schools. Currently the program exists in 25 of the 65 elementary schools, the remaining schools will receive a RISE coach and curriculum as those volunteers are identified and trained.

Please indicate where the work will be performed:

Choose Best Description

Date item is to appear on Board of Education Agenda: May 10, 2023 Will contract be submitted with Banded Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

4/18/23

Date

Reviewed & approved by Risk Management

Signed

4/25/2023

Date

Reviewed & approved by Department Head

Signed

4/17/23

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0672-0664-0000-8300-6110

District Contact Person: Amy Idsvoog

Budget Manager Approval:

Contractor's Vendor Name: Resiliency Center

Contractor's Contact Person: Rodney Lowery

Contractor's Title: CEO

Contractor's Telephone

Number: 559 492-2906

Contractor's E-mail: rlowery@fresnorc.org

Contractor's Address: 3845 N. Clark st. Suite 201, Fresno Ca 93726

This Independent Contractor Services Agreement is made and entered into effective 8/1/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and Resiliency Center ("Contractor").

1. Contractor Services: Contractor agrees to provide

Police Chaplaincy Program as available, for up to 65 Fresno Unified School District elementary schools, at a cost of \$500.00 per semester for each elementary school served. Resilience In Student Education (RISE) is a partnership between the Fresno Police Chaplaincy and Fresno Unified School District to address the interpersonal and intrapersonal development of students beginning in the first grade. Research has shown that students who possess interpersonal and intrapersonal skills (self-efficacy, emotional regulation, empathy, impulse control, causal analysis, and optimism) are much more resilient and better able to "bounce back" from life's challenges and maltreatment. Statistically, children who grow up in single parent homes are twice as likely to be abused and/or exploited. Unfortunately, many of the challenges our children will face are unpreventable. While we may not be able to stop events that rob these kids of their hopes, we can teach them skill-sets to overcome adversity and thrive. One proactive solution, the School Resource Chaplaincy was initiated in January of 2011 and is currently found in 25 Fresno Unified elementary schools. The mission is to focus on protection and building character in younger students. The School Resource Chaplains serve as mentors in promoting "bounce back" resiliency thinking patterns most graders through the reading and discussion of children's literature books. Along with teaching resiliency skills, the SRCs provide an additional layer of abuse protection for students. Finally, the SRCs offer care and comfort to students, staff, and/or parents when needs are discerned, and assistance requested. Currently the SRC program serves approximately five hours a week on campus. Chaplain candidates do not have to be licensed, ordained or credentialed.

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 8/1/2022, 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 30,000.0 per contract, Not to exceed \$ 30,000.00. Checks will be made payable to Resiliency Center. 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 \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 30,000.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's Initials *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@fresounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

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

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

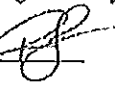
a The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that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

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

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

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

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

Contractor's Initials 

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: Resilience Center

Name: Rodney Lowery

Address:

3845 N. Clark St, Suite 201
Fresno, CA 93726

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 so shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

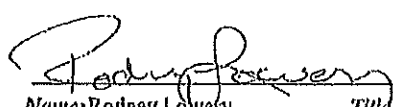
Fresno Unified School District

Patrick Jansen, Interim Chief Financial Officer

Date

CONTRACTOR

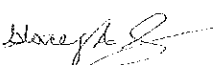
Resiliency Center


Name: Rodney Lowery, Title: CEO

Date

4/14/2023

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

4/25/2023

Date



**First Responders for Children
Impacted by Emotional Trauma**

March 10, 2023

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

To Whom It May Concern,

The Resiliency Center of Fresno agrees to provide social emotional educational services to first grade classrooms through the Resilience In Student Education (RISE) program to all 65 Fresno Unified School District elementary schools. Currently the program exists in 25 of the 65 elementary schools, the remaining schools will receive a RISE coach and curriculum as those volunteers are identified and trained.

FUSD agrees to reimburse at the rate of \$500 per semester for each elementary school served. Either District or Contractor may terminate this agreement at any time for any reason upon written notice. This Independent Contractor Services Agreement is made and entered into effective April 1, 2023, by and between the Resiliency Center of Fresno and Fresno Unified School District.

Sincerely,

A handwritten signature in black ink, appearing to be "Rodney Lowery", written over a horizontal line.

Rodney Lowery, CEO
Resiliency Center of Fresno

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Grafton School, Incorporated

ITEM DESCRIPTION: Included in the Board binders is an agreement with Grafton School, Incorporated. Grafton School Inc. provided UKERU training to 20 staff members for the Special Education Department. Staff included Program Managers III, School Psychologists and Teachers on Special Assignment. These participants are now certified as trainers and able to train other staff.

UKERU training teaches staff members how to safely manage crisis situations (behaviorally) with the least restrictive approach possible. Grafton School, Inc., provides training which is a trauma informed behavior management system that will supplement the Crisis Prevention Institute in some of our specialty programs. This training offers support and safety training for staff as well as for the safety of our students. Training also includes verbal and nonverbal communication to convert/divert an aggressive individual. This process allows effective communication with students and diffuse stressful, escalating behaviors.

This agreement commenced February 01, 2023, as a one-day training.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$20,476 are available in the Special Education Budget.

PREPARED BY: Dr. Tangee Pinheiro,
Instructional 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

<u>pending</u>	
Vendor Number	
Grafton School, Incorporated	3150 Shawnee Drive, Winchester, VA 22601
Vendor Name	Address
(540) 542-0200	Kim Sanders
Phone Number	Vendor Contact
From: 2/1/2023	Through: 2/2/2023
Term (Duration)	
FUSD Contract Administrator:	Special Education 457-3220
Patrick Morrison	Site/ Dept Telephone number
Name	
Budget (Fund-Unit-Dept.-Activity-Function-Object)	060-3305-0785-5760-1110-5899

Annual Cost \$ 20,476.82

(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:

To provide mandatory safety trainings for Fresno Unified School District, site based positions. Positions work directly with students. This training offers support and safety training for our staff as well as for the safety for our students.

During the training, 19 employees were trained as trainers and 1 employee was trained as a user in the Ukeru approach. Training focused on what educators want to do most: communicate effectively with clients and diffuse stressful, escalating behaviors.

Training covered:

Verbal and nonverbal communication to convert/divert an aggressive individual
Physical release techniques that keep both client and educators safe
Physical re-direction to avoid injury and self-harm
Safe Blocking®-the only trauma-informed, restraint-free blocking technique

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: 05/10/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

N. B. Smith 5/8/2023
Signature Date

Reviewed & approved by Risk Management

Shorey A. S. 5/10/2023
Signature Date

Reviewed & approved by Department Head

Patrick Morrison 4/14/2023
Signature Date


Please return signed agreement back to (name/email): Kimberley Rodrigues, kimberley.rodrigues@fresnounified.org




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3305-0785-5760-1110-5899 

District Contact Person: Patrick Morrison

Budget Manager Approval: 

Contractor's Vendor Name: Grafton School, Incorporated

Contractor's Contact Person: Kim Sanders

Contractor's Title: President (Ukeru) COO (Grafton)

Contractor's Telephone

Number: (540) 542-0200

Contractor's E-mail: KSanders@grafton.org

Contractor's Address: 3150 Shawnee Drive, Winchester, VA 22601

This Independent Contractor Services Agreement is made and entered into effective 2/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Grafton School, Incorporated ("Contractor").

1. Contractor Services. Contractor agrees to provide

Grafton School, Incorporated performed safety trainings in February 2023.

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

3. Term. This Agreement shall begin on 2/1/2023, and shall terminate on 2/2/2023. 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 \$ 17,400 for certifications Not to exceed \$ 17,400.00. Checks will be made payable to Grafton School, Incorporated. 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 VS

- a. Lodging \$ 723.65 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 328.26 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 1,410.91 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 614.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 20,476.82
- f. Other

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

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

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

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

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

Contractor's initials VS

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.

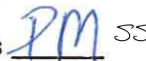
16. **Insurance.** Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less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



District's initials



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

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

District:

Fresno Unified School District

4498 N. Brawley Avenue
Fresno, CA 93722

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

Contractor: Grafton School, Incorporated

Name: Kim Sanders

Address:

Grafton School, Incorporated
3150 Shawnee Drive
Winchester, VA 22601

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

Grafton School, Incorporated

Name: Kim Sanders *, Title:* President (Ukeru) COO (C)

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

5/10/2023
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-23

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Ratify Addendum to Agreement with Education Behavior Consultants

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Education Behavior Consultants in the amount of \$400,000. Education Behavior Consultants has an approved agreement with Fresno Unified School District in the amount of \$765,000 executed on June 15, 2022, as part of the annual agreement process.

This addendum will provide additional services for Registered Behavior Technicians (RBT). RBTs are deployed system-wide to support students and staff. This Tier III intervention allows better access to the educational system for students requiring behavioral supports.

This agreement commenced April 11, 2023, and ends June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$400,000 are available in the Special Education budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

SUPERINTENDENT APPROVAL:







Date: April 11, 2023

To: Fresno Unified School District, CA

This is an Addendum of the Master Service Contract, dated April 28, 2022 by and between Fresno Unified School District and Education Behavior Consultants. This addendum is entered as of 5/11/2023. Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2022-23 school year.

Contract Term: Additional available funds for RBTs to complete the 2022-23 school year.

Description: Education Behavior Consultants will continue to provide RBT services at the same level currently being provided. This will be

<u>Contract Amount:</u> Current contract amount	\$765,000
Addendum amount	<u>\$400,000</u>
Not to exceed amount	\$1,165,000

This Addendum is hereby incorporated into the Agreement as of May 11, 2023

AGREED AND ACCEPTED

FRESNO UNIFIED SCHOOL DISTRICT

Education Behavior Consultants

By: _____

By: Amanda Nicolson

Name: Patrick Jensen

Name: Amanda Nicolson

Title: Interim Chief Financial Officer, FUSD

Title: CEO/President

Date: _____

Date: 4/11/2023

By: _____

Approved As To Form

5/8/2023

Stacey Sandoval, Executive Director
Risk Management



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Education Behavior Consultants, Inc

2018 E Corneliuson Dr., Fresno CA 93730

Vendor Name
(559) 320-5260

Address
Amanda Nicolson

Phone Number

Vendor Contact

From: July 1, 2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:
Tess Reid, Program Manager III

Special Education Department (559) 457-3220

Name

Site/ Dept

Telephone number

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

060-6500-0785-5760-3120-5110

Annual Cost 765000

(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:

The Contracto s Registered Behavior Technicians (RBTs) employees possess special expertise in behavior analysis, training, behavior intervention, and positive behavioral supports, and are supervised by a Board Certified Behavior Analyst (BCBA). The proposed services by Contracto s certified professionals are for enhanced behavioral supports for students with, clinical, intensive, and extensive behavioral challenges and needs, including those on the Autism Spectrum, possess an Emotional Disorder, and other students with related or/and suspected disabilities and needs. The aforementioned services are provided as per student IEPs and as needed on an emergency basis. Contracted services may be provided as site-based, online, in-home, and home hospital instructional (HHI) programs. Services can include direct RBT services to students @ \$40 per hour, BCBA services and supervision @ \$95.00 per hour, teacher training and classroom support including modeling and environmental supports @ \$40-\$95 per hour, as well as paraprofessional training and support, parent training, Crisis Prevention and Intervention (CPI) training, case management services (upon request). RBTs work a 6 hour day or as needed for student transportation or transition services. Special Education staff will be solely responsible for referring parent/students to Vendor.

Date Item is to appear on Board of Education Agenda: June 15, 2022 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed _____ Date 7/28/2022

Reviewed & approved by Executive Director, Risk Management:

Signed _____ Date 5/13/22

Please return signed contract to:
Shoushan Krikorian

Special Education Department

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:

District Contact Person: Tess Reid, Program Manager III

Budget Manager Approval: _____

Contractor's Vendor Name:

Contractor's Contact Person:

Contractor's Title: Behavior Analyst

Contractor's Telephone
Number:

Contractor's E-mail: amandanicolson.bcba@gmail.com

Contractor's Address:

Contractor's Taxpayer ID# or
SSN#: 87-3583704

This Independent Contractor Services Agreement is made and entered into effective July 1, 2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

The Contractor's Registered Behavior Technicians (RBTs) employees possess special expertise in behavior analysis, training, behavior intervention, and positive behavioral supports, and are supervised by a Board Certified Behavior Analyst (BCBA). The proposed services by Contractor's certified professionals are for enhanced behavioral supports for students with, clinical, intensive, and extensive behavioral challenges and needs, including those on the Autism Spectrum, possess an Emotional Disorder, and other students with related or/and suspected disabilities and needs. The aforementioned services are provided as per students IEPs and as needed on an emergency basis. Contracted services may be provided as site-based, online, in-home, and home hospital instructional (HHI) programs. Services can include direct RBT services to students @ \$40 per hour, BCBA services and supervision @ \$95.00 per hour, teacher training and classroom support including modeling and environmental supports @ \$40-\$95 per hour, as well as paraprofessional training and support, parent training, Crisis Prevention and Intervention (CPI) training, case management services (upon request). RBTs work a 6 hour day or as needed for student transportation or transition services; the contract is not to exceed \$765,000.

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

3. Term. This Agreement shall begin on July 1, 2022, and shall terminate on June 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 \$ 765,000 per Contract. Not to exceed \$765,000. Checks will be made payable to . 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 AN

- 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): 765000
- 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 AN

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;
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- 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.

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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 AN

District's initials 

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

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

District:

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

Contractor:

Name:

Address:

2018 E Corneliuson Dr
Fresno, CA 93730

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

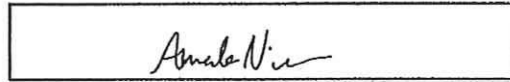


Santino Danisi, Chief Financial Officer

Jul 11, 2022

Date

CONTRACTOR

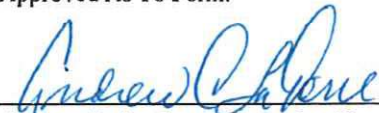


Name: _____, *Title:* _____

4/28/2022

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

5/13/22

Date



2018 E. Corneliuson Dr.
Fresno, CA 93730
T: (559) 320-5260
amandanicolson.bcba@gmail.com

Proposal for Enhanced Behavior Support Services
School Year 2022/2023

General Information:

District: Fresno Unified School District
Department: Special Education
Contact Person: Dr. Tess Reid

Contractor: Education Behavior Consultants, Inc.
Local Contact Person: Amanda Nicolson, Ph.D., BCBA-D

Phone Numbers: (559) 320-5260

Billing Address: Education Behavior Consultants, Inc.
2018 E. Corneliuson Dr.
Fresno, CA 93730

Date of Service: July 1, 2022 – June 30, 2023

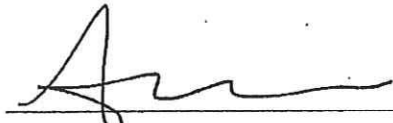
Proposed Contract for Services Amount: \$765,000.00


This proposal is made to Fresno Unified School District, Special Education by Education Behavior Consultants, Inc. (EBC, Inc), (Contractor).


1. Fresno Unified School District provides behavioral support and intervention services to students throughout the district as per students' Individualized Education Program or in response to students' unique social, emotional, and behavioral needs at the time of enrollment, other times of need, or as requested by Special Education Program Managers. Currently, students are facing an unprecedented challenge in gaining and maintaining appropriate behavior in their return to school post the pandemic shutdown. The social, emotional, and associated behaviors of students with disabilities including those with Emotional Disorders, present significant challenges in Fresno Unified School District as teachers in classrooms across the district are tasked with supporting the high intensity and broad diversity of students' behavioral needs, many of which are organic, rooted in trauma, or ritualistic in nature. As a result, teachers and staff require unprecedented support in meeting the significant challenges of students with extreme and clinical level behavioral needs.
2. The Contractor's employees possess special expertise in behavior analysis, training, and intervention and have met all applicable federal and state licensing and registration requirements. Contractor certifies that the entity possesses all licenses, permissions, insurances, and all other legal qualifications to perform this agreement including Federal Bureau of Investigations (FBI) fingerprint and background clearance, California State Mandated Reporter Training and Certification, and local requirements for fingerprint, background, and

tuberculosis clearances for every staff employed by Contractor. Contractor will provide Fresno Unified School District copies of insurances, FBI background clearance, Statement of Mandated Reporter training/certification, and all professional certifications from the Behavior Analyst Certification Board with this contract proposal.

3. The specific services provided by Contractor's certified professionals are for enhanced behavioral supports for students with, behavioral challenges, Autism Spectrum Disorder, Emotional Disturbance, and other related or/and suspected disabilities and challenges. This includes site-based, online, in-home, and home hospital instructional programs. Services include:
- a. Teacher and staff training and modeling, behavior plan development and support in consultation with a Special Education Program Manager;
 - b. Teaching of staff the data-based strategies use to establish data collection, functionally based behavior plans, training for implementation and support for ongoing management and tracking of progress;
 - c. Classroom design, support and behavior management systems, modeling and support for staff in consultation with classroom teacher;
 - d. Registered Behavior Technician (RBT)/Board Certified Behavior Analyst (BCBA) supports including the direct support of students and training, modeling and support for staff and parents when/when appropriate and preauthorized by a Special Education Program Manager;
 - e. Crisis Prevention and Intervention training to FUSD staff and personnel as needed with our CPI certified trainer when requested and approved by a Special Education Program Manager;
 - f. Direct management of severe behaviors including aggression, self-injury, property destruction, and elopement which can be dangerous to students and staff when pre-approved and authorized by a FUSD Program Manager;
 - g. In home support and web-based support for students in e-learning and HHI when pre-approved and authorized by a FUSD Program Manager;
 - h. Parent training for HHI and other students requiring such support when pre-approved and authorized by a FUSD Program Manager and,
 - i. Case management of individual students as requested by special education supervisory staff when prearranged and authorized by a FUSD Program Manager.
4. Contractor proposes to Fresno Unified School District to provide certified RBTs (Registered Behavior Technicians), BCBA's (Board Certified Behavior Analysts), and any additional service listed on the attached rate sheet as requested by the FUSD Special Education Management staff for the 2022-2023 school year to provide enhanced behavioral, training, and educational supports to and for high needs students identified for these supports. The contract shall not exceed \$800,000.00 for services acquired beginning July 1, 2022, through June 30, 2023 and is hereby authorized by the signatures below.


Amanda Nicolson, Ph.D., BCBA-D, Director

 Jul 11, 2022
Santino Danisi, FUSD, Chief Financial Officer


Andrew DeLaTorre, FUSD, Executive Director

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 - e. Crisis Prevention and Intervention training to FUSD staff and personnel as needed with our CPI certified trainer when requested and approved by a Special Education Program Manager;
 - f. Direct management of severe behaviors including aggression, self-injury, property destruction, and elopement which can be dangerous to students and staff when pre-approved and authorized by a FUSD Program Manager;
 - g. In home support and web-based support for students in e-learning and HHI when pre-approved and authorized by a FUSD Program Manager;
 - h. Parent training for HHI and other students requiring such support when pre-approved and authorized by a FUSD Program Manager and,
 - i. Case management of individual students as requested by special education supervisory staff when prearranged and authorized by a FUSD Program Manager.
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Amanda Nicolson, Ph.D., BCBA-D, Director



Jul 11, 2022

Santino Danisi, FUSD, Chief Financial Officer



Andrew DeLaTorre, FUSD, Executive Director

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-24

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Addendum to Agreement with PresenceLearning, Incorporated

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with PresenceLearning, Inc., in the amount of \$60,000. PresenceLearning, Inc., has an approved agreement with Fresno Unified School District in the amount of \$25,000 executed on December 08, 2022. This agreement covers school psychoeducational compliance assessments, special education eligibility evaluations and initial assessments.

This addendum will provide additional psychological education services due to the growing demand of special education referrals following Covid-19/distance learning. Continued services ensure a steady coverage and support for students with Individualized Education Programs.

This addendum commenced April 01, 2023, and ends June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$60,000 are available in the Special Education budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

SUPERINTENDENT APPROVAL:







PresenceLearning, Inc.
3739 Balboa Street, Suite 1001
San Francisco, California 94121
Phone (415) 512-9000

Date: April 1, 2023

To: Fresno Unified School District - CA

This is an Addendum ("Addendum") of the Independent Contractor Services Agreement ("Contract"), dated December 8, 2022, by and between Fresno Unified School District - CA ("Partner") and PresenceLearning, Inc. ("PresenceLearning"). PresenceLearning and Partner are referred to herein individually as a "Party" or collectively as the "Parties." This Addendum is effective as of April 1, 2023 (the "Addendum Effective Date"). Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below table summarizes the revised service levels that are effective as of the Addendum Effective Date through June 30, 2023 (the "Addendum Term"):

AGREEMENT TERM	DESCRIPTION	AMOUNT
Psychological Educational Services	Current Psychological Educational Services	\$25,000.00
Psychological Educational Services	Additional Psychological Education Services to be provided after the Addendum Effective Date, shall include initial and ongoing psychological assessments based on need and in support of compliance.	\$60,000.00
Psychological Educational Services	Total Psychological Educational Services Fees for services provided during the Addendum Term	\$85,000.00

If you have any questions concerning this Addendum, contact Kimberly Catello at (703) 678-3955.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Addendum Effective Date.

PresenceLearning, Inc.

By: 

Name: Brian Culbreth

Title: Chief Customer Officer

Date: 4/13/2023

Fresno Unified School District

By:

Name: Patrick Jensen

Title: Chief Financial Officer

Date:

By: 

Name: Stacey Sandoval

Title: Executive Director, Risk Management

Date: 5/8/2023



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Presence Learning	180 Montgomery Street, Suite 1850
Vendor Name	Address
815-671-1663	Sarah Grove
Phone Number	Vendor Contact
From: 12/8/2022	Through: 3/31/2023
Term (Duration)	
FUSD Contract Administrator:	
Sean Virnig, PhD	Special Education
Name	Site/ Dept
	Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) Special Education 060-4537-0785-5760-3120-5110 *[Signature]*

Annual Cost 25000 (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:

Presence Learning will provide School Psychologists at four school sites among others with vacant School Psychologist positions. Services include special education triennial reevaluations and initial assessments to support compliance effort by Fresno Unified School District. Support will be provided for the continued need and growing demand of special education referrals due to COVID-19/Distance Learning, suspected learning loss and planned absences.

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

Date Item is to appear on Board of Education Agenda: 12/7/22 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

November 21, 2022

Date

Reviewed & approved by Risk Management, or
Exec. Dir. of Purchasing:

[Signature]
Ann Louz (Nov 21, 2022 11:30 PST)

Signed

Date

Please return signed contract to:
Sean Virnig, PhD

Name

Special Education
Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Special Education ~~060-6537-0785-5700-3120-5110~~

District Contact Person: Sean Vinnig, PhD

Budget Manager Approval:  Katie DiViccario

Contractor's Vendor Name: Presence Learning

Contractor's Contact Person: Sarah Grove

Contractor's Title: Regional Manager C

Contractor's Telephone
Number: 815-671-1663

Contractor's E-mail: sarah.grove@presencelearning.com

Contractor's Address: 180 Montgomery Street, Suite 1850

This Independent Contractor Services Agreement is made and entered into effective 12/8/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), Presence Learning

1. Contractor Services. Contractor agrees to provide

The continued need to complete special education referrals due to COVID/Distance Learning, suspected learning loss, and planned absences by conducting special education triennial reevaluations and initial special education assessments at four school sites among others with vacant School Psychologist positions to support compliance effort by the district for the total amount of up to \$25,000.00 beginning on December 8, 2022 and ending by March 31, 2023.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 12/8/2022 , and shall terminate on 3/31/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of _____ per invoice, Not to exceed 25000 . Checks will be made payable to Presence Learning . 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 BL AP
 - 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): 25000
 - 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 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.

AP
 District's
 Contractor's initials

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


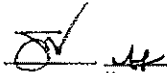
b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them 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  District's initials 

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

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

District:

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

Contractor: Presence Learning

Name: Sarah Grove

Address:

180 Montgomery Street, Suite 1850
San Francisco, CA 94104

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 (Dec 14, 2022 13:32 PST)

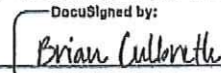
Patrick Jensen, Interim Chief Financial Officer

Dec 14, 2022

Date

CONTRACTOR

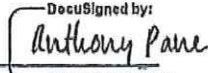
Presence Learning

DocuSigned by:


Brian Culbreth,
Chief Customer Officer

2022-11-03

Date

DocuSigned by:


Anthony Paine,
Officer

2022-11-03

Approved As To Form:


Ann Loorz (Nov 21, 2022 11:30 PST)

Risk Management or Purchasing

Date



Service Order

LEA Name and Contact Information

Name: Fresno Unified School District - CA (PsychEd Services)

Address: 2309 Tulare St. Fresno, CA

LEA Primary Point of Contact

Name: Sean Virnig

Email Address: sean.virnig@fresnounified.org

LEA Secondary Point of Contact

Name: Kim Parkinson

Email Address: kimberly.parkinson@fresnounified.org

PresenceLearning Contact Information

Name: Sarah Grove

Email Address: sarah.grove@presencelearning.com

Service Order

Item	Quantity	Price
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Review of Records by MHP/Ed Diag	0	\$279.00
Cognitive Select Index	0	\$175.00
Processing Select Index	0	\$175.00
Achievement Select Index	0	\$140.00
Rating Scale Assessment by MHP/Ed Diag	0	\$160.00
Classroom Observation by MHP/ Ed Diag	0	\$140.00
Achievement Standard Battery	0	\$279.00
Long Cognitive Battery	0	\$338.00
Additional Assessment by MHP/Ed Diag	0	\$279.00
Processing Standard Battery	0	\$338.00
Additional Requested Meetings by MHP/Ed Diag	0	\$69.00
Schoolwide Consultation	0	\$88.00
Bilingual Services by MHP/Ed Diag	0	\$140.00
Short Cognitive Battery	0	\$175.00
Spanish Select Index	0	\$311.00
Spanish Battery	0	\$404.00
Screening by MHP/Ed Diag	0	\$155.00
Home Coordination by MHP/Ed Diag	0	\$140.00
Pre-referral Meeting by MHP/Ed Diag	0	\$140.00
Additional Requested Paperwork by MHP/Ed Diag	0	\$69.00
Functional Behavior Assessment by MHP/ Ed Diag	0	\$418.00
Intervention Data Analysis by MHP/Ed Diag	0	\$69.00
Parent Interview by MHP/ Ed Diag	0	\$69.00
Student Interview by MHP/Ed Diag	0	\$69.00
Teacher Interview by MHP/Ed Diag	0	\$69.00
Unplanned Student Absence MHP/Ed Diag	0	\$30.00

Document Camera	\$90.00 (each)
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Service Order

Contracted Students	0
---------------------	---

Assessments Commitment	0
------------------------	---

Psychoeducational Assessment Commitment	\$10,000.00
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Monthly Commitment*	\$0.00	hours at \$0.00
December Commitment*	\$0.00	hours at \$0.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	December 8, 2022 through March 31, 2023
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

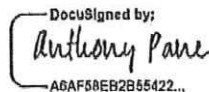
PresenceLearning, Inc.

By: 
AFTD880A574F400...

Name: Brian Culbreth

Title: CCO

Date: 2022-11-03

DocuSigned by:

A8AF58EB2B55422...

Anthony Pane

CFO

2022-11-03

LEA

By: 
Patrick Jensen (Dec 14, 2022 13:32 PST)

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Date: Dec 14, 2022

Approved as to form


Form L0002 (Nov 21, 2022 11:30 PST)

Executive Director, Purchasing

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the "Equipment Purchase Schedule") is incorporated and made part of the Master Contract (the "Contract") between PresenceLearning ("Contractor") and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** LEA may, at Customer's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 8 hereof.

2. **WISC-V and WAIS-IV Kits.**

- 2.1 Purchase of WISC-V Kits and/or WAIS-IV Kits. If LEA may access WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Contractor. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS-IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

- 2.2 Tracking and Return of Kits. LEA understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, LEA must arrange for the return of the Test Kit directly to LEA. On a quarterly basis, LEA will acknowledge and confirm to Contractor that the Test Kits are in LEA's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a LEA's student once it has been used.

3. **OT Kits.** LEA may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. **Delivery and Delivery Address; Title; Risk of Loss.**

- 4.1 Delivery and Delivery Address. Contractor will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Contractor's error, Contractor will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 **FOB.** Contractor shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Contractor shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by LEA.

5. **Inspection of Goods.** LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Contractor of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Contractor in accordance with accepted trade practices.
6. **Fees; Payment.** LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.
7. **Disclaimer of Warranty.** Contractor is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Contractor disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
8. **Delay or Failure to Perform.** Contractor will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Contractor's control. Contractor shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services:

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> • Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B

Sound card	<ul style="list-style-type: none">External USB headset adapter with CD quality digital sample ratesBypasses a computer's sound system, creating superior low-noise audio	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none">Capture images of A4 and US letter pagesBuilt-in LED lights	HUE	HD Pro Camera

Approved as to form


Ann Lutz (Nov 21, 2017 4:11:30 PST)

Executive Director, Purchasing

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-25

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Addendum to Agreement with New Life Physical Therapy Services, dba Goodfellow Therapy

ITEM DESCRIPTION: Included in the Board binders is an addendum with New Life Physical Therapy Services, dba Goodfellow Therapy in the amount of \$318,800. New Life Physical Therapy Services currently has an approved agreement with Fresno Unified School District in the amount of \$273,600 executed on June 15, 2022.

The New Life Physical Therapy Services agreement originally was allocated to provide one Speech Language Pathologist (SLP). This addendum allows for an additional two full-time equivalent in-person SLP positions and an additional three Speech Language Pathologist Assistant positions have been provided.

These additional positions provide mandatory services and assistance with managing caseloads for special education students. These services ensure Fresno Unified School District remains compliant with the California Department of Education.

This Addendum began February 01, 2023 and will end June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$318,800 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief of Staff

SUPERINTENDENT APPROVAL:





MAIN OFFICE:
2505 W. Shaw Ave., #101
Fresno, CA 93711
T: 559-228-9100
F: 559-432-8055

Addendum
For: Speech Language Pathologists &
Speech Language Pathology Assistant
2022/2023 School Year

General Information:

District: Fresno Unified School District
Department: Special Education
Contact Person: Kate Alvarado

Contractor:

New Life Physical Therapy Services.
DBA: Goodfellow Therapy

Local Contact Person: John Goodfellow, OTD, OTR/L Stephanie Amador
Founder & SVP Manager Client Services
Phone Numbers: (559) 228-9100 (559) 228-9100 x 2
(559) 907-7777 (Cell)
Billing Address: Goodfellow Therapy
2505 W. Shaw Ave., #101
Fresno, CA 93711

Date: 2/1/2023

Current staffing by New Life Physical Therapy, dba Goodfellow Therapy provided to Fresno Unified School District, Special Education.

1. FUSD provides both speech language pathologist and speech language pathology assistants to students eligible for speech and language therapy services per the student's Individual Education Plan or specialist consultation to teachers and support staff as requested by administration.
2. FUSD provides speech and language therapy, to students eligible for IEPs. Speech and language therapy services per the student's Individual Education Plan or specialist consultation to teachers and support staff as requested by administration.
3. Contractor's employees possess special expertise in speech and language therapy and have met therapy all applicable federal and state licensing and registration requirements. Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this proposed agreement. Contractor will provide FUSD copies of professional licenses by the Speech-Language Pathology & Audiology & Hearing Aid Dispensers Board for each SLPA placed within FUSD.

4. Contractor currently provides FUSD to provides:
 - a. 1.0 FTE Speech Language Pathologist
 - b. 1.0 FTE Speech Language Pathologist.
 - c. 3.0 FTE Speech Language Pathology Assistants (SLPA)
 - d. 1.0 FTE Speech Language Pathology Assistant (SLPA) 42 total school days
5. Current rates per hour:
 - a. SLP: \$95 / hour up to 8.0 hours per day
 - b. SLPA: \$80 / hour up to 7.5 hours per day
6. Original Contract Total:
 - a. 2 SLPs: \$273,600.00
7. Current Amount per specialist area:
 - a. 1 SLP (180 School Days): \$136,800
 - b. 1 SLP (140 School Days): \$106,400
 - c. 3 SLPA (180 School Days): \$324,000
 - d. 1 SLPA (42 school days): \$25,200
8. Total of Original Contract: \$273,600
9. Total Increased Request: \$318,800.00
10. Total Contract Amount: \$592,400.00

Signature Contractor:



John Goodfellow, OTD, OTR/L
Founder & SVP

Signatures Fresno Unified:

Patrick Jensen, Interim Chief Financial Officer



5/9/2023

Stacey Sandoval, Executive Director, Risk Management



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

New Life Physical Therapy Services, P.C., dba Goodfellow

2505 W. Shaw Ave. #101 Fresno, CA 93711

Vendor Name
(559) 907-7777

Address
Hilary Forman

Phone Number

Vendor Contact

From: July 1, 2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:
Kate Alvarado, Program Manager III

Special Education Department (559) 457-3220

Name

Site/ Dept

Telephone number

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

060-6500-0782-5760-3150-5110

Annual Cost \$ 273,600.00

(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:

Provide Speech and Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meetings. The vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. SLP \$95 per hour for up to 2 SLPs for a total of 180 eight-hour days each. SLPs are to work within the 8 hour day

Date Item is to appear on Board of Education Agenda:

06/15/22 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:


Signed

4/26/2022
Date

Reviewed & approved by Executive Director, Risk Management:


Signed

5/14/22
Date

Please return signed contract to:
Shoushan Krikorian

Special Education Department

Name

Department



Fresno Unified School District


Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0782-5760-3150-5110 *[Signature]*

District Contact Person: Jeanne Butler, Program Manager III

Budget Manager Approval: *[Signature]*

Contractor's Vendor Name: New Life Physical Therapy Services, P.C., dba Goodfellow 

Contractor's Contact Person: Hilary Forman

Contractor's Title: President

Contractor's Telephone Number: (559) 907-7777

Contractor's E-mail: john@gfttherapy.com

Contractor's Address: 2505 W. Shaw Ave. #101 Fresno, CA 93711

Contractor's Taxpayer ID# or SSN#: 81-514975

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Speech and Language Therapy services to include direct, collaborative and compensatory services, reports, goal development, service documentation in district system supervision of SLPA (if licensed), and attendance at IEP team meetings. The vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to vendors. SLP \$95 per hour for up to 2 SLPs for a total of 180 eight-hour days each. SLPs are to work within the 8 hour day

2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. **Term.** This Agreement shall begin on 07/01/22 , and shall terminate on 06/30/23 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. **Payment.** District agrees to pay Contractor at following rate of \$ 95.00 per Hour , Not to exceed \$ 273,600.00 Checks will be made payable to New Life Physical Therapy Services, P.C. 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 HF
- Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
 - Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - Supplies \$ 0.00 As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 273,600.00
 - Other \$ 0.00
6. **Employment.** Are you a current FUSD employee? ☐ Yes ☒ No
7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. **California Residency.** Contractor is a resident of the state of California: ☒ Yes ☐ No
9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. **Conflict of Interest.** In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials Hilary Forman District's initials HF
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 

District's initials 

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

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

District:

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

Contractor: New Life Physical Therapy Services, P.C.

Name: Hilary Forman

Address:

2505 W. Shaw Ave. #101
Fresno, CA 93711

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

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

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

DISTRICT

Fresno Unified School District



Santino Danisi, Chief Financial Officer

Jun 29, 2022

Date

CONTRACTOR

New Life Physical Therapy Services, P.C.

Hilary Forman

Digitally signed by Hilary Forman
Date: 2022.04.15 10:18:10 -04'00'

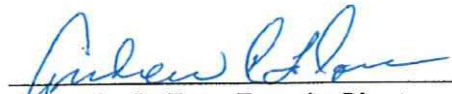
Name: Hilary Forman

Title: President

April 15, 2022

Date

Approved As To Form:



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

5/14/22

Date

Signature:



Email: ngia.lee@fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-26

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Addendum to the Agreement with The Stepping Stones Group

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with The Stepping Stones Group in the amount of \$2,675,400. The Stepping Stones Group currently has an approved agreement with Fresno Unified School District in the amount of \$1,620,000 executed on June 15, 2022.

The original agreement allocated 65 Paraprofessionals to support sites for fiscal year 2022/23. An additional 140 substitute Paraprofessionals are utilized to service students and school site needs. Due to the volume needed this year, this additional paraprofessional support provided the required coverage to support the learning and safety of students. During the fiscal year of 2022/23 there was an increase in needs for behavior supports above baseline and the on-going increase in speech services.

This addendum began March 31, 2023, and will end June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,675,400 are available in the Special Education Budget.

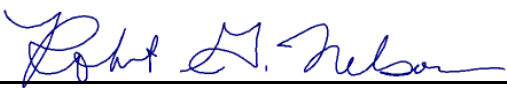
PREPARED BY: Tangee Pinheiro, Ed.D.,
Instructional Superintendent

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

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

SUPERINTENDENT APPROVAL:







Assignment Confirmation Addendum

This Addendum, made as of March 31, 2023, is between The Stepping Stones Group LLC ("Contractor"), and Fresno Unified School District ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: 140 additional Paraeducators
Specialty: Stepping Stones Paraeducator are utilized in two capacities- Speech Language Facilitators and Classroom/Site based support

Billable Hours per Week: 30 hours/week

Bill Rate: \$35.00 per hour

Assignment Duration: 07/01/22-06/30/23

Current Contract Amount: \$1,620,000.00

Increased Amount: \$2,675,400.00

Total Amount: \$4,295,400.00

Signed for Fresno Unified School District:

Signature: _____

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Date: _____

Signed for Fresno Unified School District:

Signature: Stacey Sandoval

Name: Stacey Sandoval

Title: Executive Director Risk Management

Date: 5/8/2023

Signed for Stepping Stones Contractor:

Signature: Jacklyn Thein

Name: Jacklyn Thein

Title: Client Services Manager

Date: 3/31/23

Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District for consideration. School District agrees that if it directly hires any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the School District salary of that employee or candidate.



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Stepping Stones

Vendor Name

888-835-0894

Phone Number

From: July 1, 2022

Term (Duration)

FUSD Contract Administrator:

Kate Alvarado, Program Manager III

Name

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

Annual Cost \$ 1,620,000.00

(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:

Provide Para education support to Special Education classes and fill unfilled vacancies. The vendor will not solicit services directly. Special Education on staff will be solely responsible for referring parents/students to vendors. PARA \$35.00 per hour for up to 50 paraprofessionals for a total of 180, 6.5 hour days each.

5000 Birch Street, Suit 3000 West Tower, Newport Beach, CA 9266

Address

Victoria Azagoh-Little

Vendor Contact

Through: June 30, 2023

Special Education Department

(559) 457-3293

Site/ Dept

Telephone number

060-6500-0782-5750-3150-5110

Date Item is to appear on Board of Education Agenda:

6/15/22

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Dora Terrazas

Name

Special Education Department

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0782-5750-3150-5110

District Contact Person: Kate Alvarado, Program Manager III

Budget Manager Approval: 

Contractor's Vendor Name: Stepping Stones

Contractor's Contact Person: Victoria Azagoh-Little

Contractor's Title: Regional Manager of Client Services

Contractor's Telephone Number: 888-835-0894

Contractor's E-mail: victoria.azagoh-little@sbg-healthcare.com

Contractor's Address: 5000 Birch Street, Suit 3000 West Tower, Newport Beach, CA 92661

Contractor's Taxpayer ID# or SSN#: 26-0852181

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Provide Para education support to Special Education classes and fill unfilled vacancies. The vendor will not solicit services directly. Special Education on staff will be solely responsible for referring parents/students to vendors. Para \$35.00 per hour for up to 50 paraprofessionals for a total of 180, 6.5 hour days each.

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

3. Term. This Agreement shall begin on 07/01/22 , and shall terminate on 06/30/23 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of ~~\$0.00~~ ^{35.00} per ~~N/A~~ ^{Hour} , Not to exceed \$ 1,620,000. (Checks will be made payable to Stepping Stones . 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 VAL

a Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.

b Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.

c Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d Supplies \$ 0.00 As negotiated with school/department contracting for service.

e Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 1,620,000.

f Other \$ 0.00

6. Employment. Are you a current FUSD employee?

☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?

☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California:

☒ Yes ☐ No

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

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

Contractor's initials VAL

District's initials KA

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

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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.
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 - 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 VAL District's initials KA 

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

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

District:

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

Contractor: Stepping Stones

Name: Victoria Azagoh-Little

Address:

5000 Birch Street, Suit 300 West
Tower, Newport Beach, CA 92660

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

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

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

DISTRICT

Fresno Unified School District



Santino Danisi, Chief Financial Officer

Jun 30, 2022

Date

CONTRACTOR

Stepping Stones

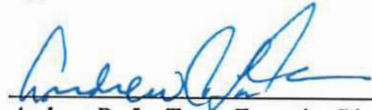


Name: Victoria Azagoh-Little , Title: Regional Manager of

May 11, 2022

Date

Approved As To Form:



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

5/24/2022

Date

Signature: 

Email: ngia.lee@fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-27

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 21-41, Duncan Polytechnical High School CTE Medical Science Building, Change Order 6 include but may not be limited to: add fire alarm and public address cable; add counter top and modify casework; add electrical receptacles and raceway; add wall repair; relocate monitor infrastructure; add to relocate DVR; add camera type replacement; add rerouting of existing fire alarm infrastructure; add replacement of asphalt and add hydro excavation and trench work.

Original Contract Amount:	\$ 11,116,200
Change Order(s) previously ratified:	\$ 505,399
Change Order 6 presented for ratification:	\$ 63,178
New Contract Amount:	\$ 11,684,777

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 7 include but may not be limited to: replacement of site low voltage infrastructure; add sheet metal assemblies for roof water routing and sheet metal counter flashing; add electrical conduit and wire; add additional electrical raceway; and revise building room signage.

Original Contract Amount:	\$ 11,654,000
Change Order(s) previously ratified:	\$ 104,178
Change Order 7 presented for ratification:	\$ 54,241
New Contract Amount:	\$ 11,812,419

Bid 22-27, Addicott Elementary School Path of Travel Improvements, Change Order 2 include but may not be limited to: relocate existing fencing and curb; repair of existing irrigation and add 210 days to contract duration.

Original Contract Amount:	\$ 589,000
Change Order(s) previously ratified:	\$ 12,322
Change Order 2 presented for ratification:	\$ 17,219
New Contract Amount:	\$ 618,541

Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements, Change Order 3 includes but may not be limited to: add structural steel support beams, braces and plates; add electrical cable and lighting controls; add tackboard panels and protective pole pads.
Change Order 4 includes but may not be limited to: replacement of tackboard panels; add closure panels and VCT flooring.

Original Contract Amount:	\$ 1,200,000
Change Order(s) previously ratified:	\$ 59,972
Change Order 3 presented for ratification:	\$ 28,403
Change Order 4 presented for ratification:	\$ 7,965
New Contract Amount:	\$ 1,296,340

Bid 22-37, Kirk Elementary School Sitework Improvements, Change Order 1 includes but may not be limited to: addition of storm drainage system; adjustments to design of main office entry area; eliminate waterproofing at concrete seat walls; material price escalation for concrete; and add 93 days to contract duration.

Original Contract Amount:	\$ 617,370
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 56,372
New Contract Amount:	\$ 673,742

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.

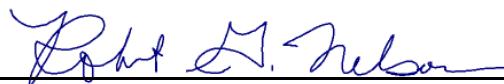
FINANCIAL SUMMARY: \$117,419 is available in the Measure M Fund for Bids 21-41 and 22-01, and \$109,959 is available in the School Facilities Fund for Bids 22-27, 22-34, and 22-37.

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

CHANGE ORDER No. :**006**

DSA File No. :

10-H8

Application No. :

02-117606**CONTRACTOR :**

Katch Environmental
929 L Street
Fresno CA 93721

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

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

The original Contract Sum was	\$ 11,116,200.00
Net change by previously authorized Change Orders	\$ 505,398.99
The Contract Sum prior to this Change Order was	\$ 11,621,598.99
The Contract Sum will be adjusted by	\$ 63,177.94
The new Contract Sum, including this Change Order will be	\$ 11,684,776.93
The Contract Completion date prior to this Change Order was	8/2/2022
The Contract Time will be adjusted by	(0) Days
The new Contract Completion date, including this Change Order is therefore	8/2/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Grant E. Dodson

Date: March 20, 2023

Accepted by:

Katch Environmental
929 L Street
Fresno CA 93721

COI

By: Tom Chacon

Date: 3/27/23

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/29/2023

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

Item 06-1

DESCRIPTION OF CHANGE:

Provide and Install 'P' Link Cable in lieu of 'A' Cable.

REASON FOR CHANGE:

Project documents showed incorrect fire alarm cable feeding the NAC panel.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 46

Amount of this Change Order Item:

Increase \$1,373.35

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-2

DESCRIPTION OF CHANGE:

Provide and install Corian top at service window sill in pharmacy technology classroom.

REASON FOR CHANGE:

Contract documents did not include finish material for the service window sill.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 143.1

Amount of this Change Order Item:

Increase \$2,670.80

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-3

DESCRIPTION OF CHANGE:

Provide and install quad receptacle with housing on all cord reels.

REASON FOR CHANGE:

Project documents did not allow for a quad receptacle on the cord reels.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 056

Amount of this Change Order Item:

Increase \$2,252.29

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 06-4

DESCRIPTION OF CHANGE:

Modify removable modular casework panels at accessible sinks.

REASON FOR CHANGE:

Modifications required due to conflict with sink plumbing and the removable access panel.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$2,547.60

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-5

DESCRIPTION OF CHANGE:

Repair of plumbing and associated wall finishes in Rehabilitation/Occupational Therapy room 75.

REASON FOR CHANGE:

Repair of damages from FUSD provided equipment installation.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 054

Amount of this Change Order Item:

Increase \$5,134.39

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-6

DESCRIPTION OF CHANGE:

Provide, install and terminate PA cabling from MDF to the Carehawk head end equipment.

REASON FOR CHANGE:

Project documents did not show correct location of existing PA head end equipment.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$1,777.94

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 06-7

DESCRIPTION OF CHANGE:

Provide and install condensate line from IDU in the Elec. Room to floor sink in the Fire Riser Custodial Room.

REASON FOR CHANGE:

Project documents did not include condensate drainage.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 152

Amount of this Change Order Item:

Increase \$982.30

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-8

DESCRIPTION OF CHANGE:

Relocate electrical and data height from 48" to 95" for the monior in the corridor .

REASON FOR CHANGE:

Project documents called Electrical and Data at 48".

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 169

Amount of this Change Order Item:

Increase \$2,589.93

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-9

DESCRIPTION OF CHANGE:

Relocate DVR System to Storage Rm 77.

REASON FOR CHANGE:

Project documents did not allow space to mount the DVR in the electrical room.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 142.

Amount of this Change Order Item:

Increase \$3,347.15

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 06-10

DESCRIPTION OF CHANGE:

Relocate electrical outlet for Refrigerator in Room 75.

REASON FOR CHANGE:

Contract documents did not reference a refrigerator.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$862.14

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-11

DESCRIPTION OF CHANGE:

Provide and install power and conduit for Audio Visual System in Anatomy classroom 71.

REASON FOR CHANGE:

Contract Documents did not call out power or conduits for Audio Visual System at IDF cabinet.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 56.

Amount of this Change Order Item:

Increase \$1,396.93

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-12

DESCRIPTION OF CHANGE:

Replace long range cameras with short range cameras.

REASON FOR CHANGE:

Project documents showed incorrect camera range.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$1,219.77

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 06-13**DESCRIPTION OF CHANGE:**

Modify and reroute the existing site and building fire alarm infrastructure feeding portable classroom buildings 20A, 30A and 40A.

REASON FOR CHANGE:

Project documents did not include provisions to keep the existing fire alarm infrastructure operational for portable classrooms 20A, 30A, and 40A.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 001

Amount of this Change Order Item:

Increase \$19,977.67

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-14**DESCRIPTION OF CHANGE:**

Sawcut, demo, and replace asphalt at fire lane on East side of the campus near the Main Switchboard.

REASON FOR CHANGE:

The existing asphalt near the main electrical switchboard needed to be repaired due to cracking and spalling.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$2,766.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 06-15**DESCRIPTION OF CHANGE:**

Raise electrical outlets in Rehabilitation Therapy classroom for added monitor.

REASON FOR CHANGE:

Electrical power was needed for added monitor in the Rehabilitation Therapy classroom.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI 178

RFP 23

Amount of this Change Order Item:

Increase \$3,981.77

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 06-16**DESCRIPTION OF CHANGE:**

Hydro excavation, backfill and recompaction to locate existing underground utilities in conflict with new underground utility installation.

REASON FOR CHANGE:

Hydroexcavation, backfill and recompaction required for exposure, to avoid damage to underground utilities infrastructure for new PGE underground installation.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$10,297.41

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$63,177.94

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Katch Environmental Inc.

Date: 3/29/23

Contractor: Katch Environmental

DSA #: 02-117606

Architect: Darden

BID #: 21-41

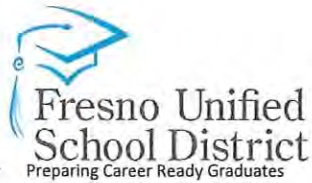
Change Order: 6

Contract Summary:

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

Contract Adjustments:

Total Contract Amount										\$ 11,116,200.00			
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
CO #001		\$ -		\$ -		\$ 11,967.21		\$ -		\$ -		\$ 11,967.21	
CO #002		\$ 136,785.77		\$ -		\$ 2,689.17		\$ 42,530.79		\$ -		\$ 182,005.73	
CO #003		\$ 74,066.41		\$ 63,143.40		\$ 5,200.18		\$ 25,405.29		\$ -		\$ 167,815.28	
CO #004		\$ (52,637.03)		\$ 7,167.89		\$ 19,514.28		\$ 11,729.53		\$ 15,518.61		\$ 1,293.28	
CO #005		\$ 21,337.68		\$ -		\$ -		\$ 120,979.81		\$ -		\$ 142,317.49	
CO #006		\$ 9,116.16		\$ -		\$ 10,297.41		\$ 40,997.87		\$ 2,766.50		\$ 63,177.94	
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Totals:		\$ 188,668.99	1.7%	\$ 70,311.29	0.6%	\$ 49,668.25	0.4%	\$ 241,643.29	2.2%	\$ 18,285.11	0.2%	\$ 568,576.93	5.1%
Total Contract Amount with Adjustments												\$ 11,684,776.93	



Change Order

PROJECT NAME:

FUSD Addams Elementary Building Additions/Moderniza
2117 West McKinley Avenue
Fresno CA 93728

CHANGE ORDER No. :**07**

DSA File No. :

10-48

Application No.:

02-117220**CONTRACTOR:**

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

DESIGNER'S PROJECT NO. :**1725****FUSD BID/CONTRACT NO. :****22-01****CONTRACTOR P.O. NO. :****743100**

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

The original Contract Sum was	\$11,654,000.00
Net change by previously authorized Change Orders	\$104,177.88
The Contract Sum prior to this Change Order was.....	\$11,758,177.88
The Contract Sum will be adjusted by.....	\$54,240.28
The new Contract Sum including this Change Order will be.....	\$11,812,418.16
The Contract Completion date prior to this Change Order was	8/23/2023
The Contract Time will be adjusted by.....	(0) Calendar 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
6790 N. West Ave
Fresno, California 93711

Accepted by:

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By:

Date: **04/21/2023****CONTRACTOR:**

Anthony R. Traverso

Digitally signed by Anthony R.
Traverso
Date: 2023.04.21 16:34:41 -07'00'

By:

Date:

OWNER:

By: Alex Belanger, Assoc. Sup.

Date:

4/24/23

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

Item 07-1

DESCRIPTION OF CHANGE:

Remove and replace damaged low voltage underground infrastructure at the SW corner of the playcourts, replace damaged pull box and reterminate all cabling

REASON FOR CHANGE:

The existing buried underground low voltage pull box and cabling was damaged during excavation

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 10.3

Amount of this Change Order Item:

Increase \$22,027.32

Time adjustment by this Change Order Item:

Increase 0 Days

Item 07-2

DESCRIPTION OF CHANGE:

Provide and install sheet metal cricket at parapet walls and sheet metal counter flashing at mechanical HVAC curbs.

REASON FOR CHANGE:

Contract documents do not reference or call out sheet metal crickets at parapet walls nor step flashing and bottom aprons at HVAC curbs.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR039.1

Amount of this Change Order Item:

Increase \$7,811.64

Time adjustment by this Change Order Item:

Increase 0 Days

Item 07-3

DESCRIPTION OF CHANGE:

Labor and equipment to investigate low voltage pathways in the NE corner of the campus

REASON FOR CHANGE:

The existing underground pathways routing for all low voltage system were found to be routed different than the project documents indicated

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR043

Amount of this Change Order Item:

Increase \$1,408.28

Time adjustment by this Change Order Item:

Increase 0 Days

Item 07-4

DESCRIPTION OF CHANGE:

Add additional conduit and wiring for the revised location of electrical panel MH from room 102B to room 110A

REASON FOR CHANGE:

Contract Documents show Panel MH to be located on North end of BLDG M in RM 110A, however Sheet ME201 shows Panel MH in South end of BLDG M in RM 102B.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR044

Amount of this Change Order Item:

Increase \$11,799.30

Time adjustment by this Change Order Item:

Increase 0 Days

Item 07-05

DESCRIPTION OF CHANGE:

Extend electrical and low voltage conduits from the SW corner to the SE corner of each of the 6 Interim temporary portables

REASON FOR CHANGE:

The location of the electrical and low voltage connection points on the interim portables conflicted with the connection location shown in the project documents

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CORO45.1

Amount of this Change Order Item:	Increase	\$10,080.54
Time adjustment by this Change Order Item:	Increase	0 Days

Item 07-06

DESCRIPTION OF CHANGE:

Provide and install four new exterior classroom signs, K102 for Room 108 and K103 for Room 105.

REASON FOR CHANGE:

The Kinder classroom designations were revised by FUSD for improved site numbering continuity

CHANGE CATEGORY:

District Request

DOCUMENT REFERENCE:

CORO52

Amount of this Change Order Item:	Increase	\$1,113.20
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$54,240.28
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 DAYS



Project Financial Summary

Facilities Management & Planning

Project Name: Addams Elementary Building additions

Date: 04/25/23

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

Change Order: # 007

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	
Main CO #007	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Possible Exposure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ (13,008.45) 0%	\$ 14,079.96 0%	\$ 72,661.06 1%	\$ 83,107.89 1%	\$ 1,577.70 0%	\$ 158,418.16	\$ 158,418.16 1.4%
Total Contract Amount with Adjustments						\$ 11,812,418.16	



CHANGE ORDER

PROJECT NAME:

POT Improvements for Addicott ES
4784 E. Dayton Ave
Fresno, CA 93726

CHANGE ORDER No. :**002**

DSA File No. :

10-H8

Application No. :

02-118538**CONTRACTOR :**

Yajinder Rakkar DBA Rakkar Development & Construction
2038 E. Jensen Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. :**S2103000AR****FUSD BID/CONTRACT No. :****22-27****CONTRACTOR P.O. No. :****757534**

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


The original Contract Sum was	\$ 589,000.00
Net change by previously authorized Change Orders	\$ 12,322.00
The Contract Sum prior to this Change Order was	\$ 601,322.00
The Contract Sum will be adjusted by	\$ 17,219.00
The new Contract Sum, including this Change Order will be	\$ 618,541.00
The Contract Completion date prior to this Change Order was	13-Sep-22
The Contract Time will be adjusted by	(210) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10-Apr-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:

PBK Architects, INC.
7790 N. Palm Ave.
Fresno, CA 93711


ARCHITECT/ENGINEER:

By: 
Michael Schoen, Principal

Date: **4-4-2023****Accepted by:**

Rakkar Development & Const
2038 E. Jensen Ave.
Fresno, CA 93706

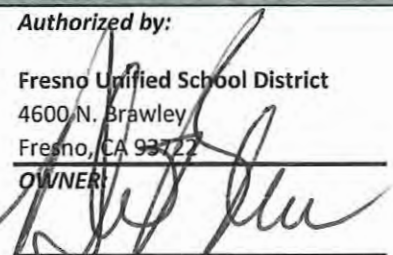
CONTRACTOR:

By: 
Taj Rakkar | President

Date: **04/03/2023****Authorized by:**

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

OWNER:

By: 
Alex Belanger | Asst. Sup.

Date: **4/4/23**

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

Item 2-1

DESCRIPTION OF CHANGE:

Provide labor and material to relocate existing fence on east side of campus. Labor and material to repair existing irrigation line along with additional concrete.

REASON FOR CHANGE:

The existing fence line location did not meet the needs of students for drop off / pick up.

CHANGE CATEGORY:

Unknown, Unforeseen.

DOCUMENT REFERENCE:

Bulletin #002

Amount of this Change Order Item:

Increase \$ 17,219.00

Time adjustment by this Change Order Item:

Increase 10 Days

Item 2-2

DESCRIPTION OF CHANGE:

Add 200 Calendar Days to Contract Duration. FUSD and Contractor each acknowledge and agree that the contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ -

Time adjustment by this Change Order Item:

Increase 200 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 17,219.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 210 DAYS

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



Project Financial Summary

Facilities Management & Planning

Project Name: Addicott Elementary School
Path of Travel Improvements
DSA #: 02-118538
BID #: 22-27

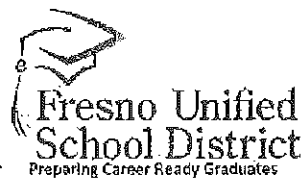
Date: 18-Aug-22
Contractor: Rakkar Development & Construction
Architect: SIM Architects
Change Order: 002

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Path of Travel	\$	589,000.00
Additive Alternate 1:	None	\$	-
			\$ 589,000.00
Total Agreement Amount:			\$ 589,000.00

Contract Adjustments:

Total Contract Amount													\$		589,000.00					
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	\$	-	\$	-	\$	6,035.00	\$	6,287.00	\$	-	\$	12,322.00								
CO #002	\$	-	\$	-	\$	17,219.00	\$	-	\$	-	\$	17,219.00								
CO #003	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
Totals:	\$	-	0.0%	\$	-	0.0%	\$	23,254.00	3.9%	\$	6,287.00	1.1%	\$	-	0.0%	\$	29,541.00	\$	29,541.00	5.0%
Total Contract Amount with Adjustments																	\$		618,541.00	



Change Order

PROJECT NAME:

FUSD Edison High School MPR Acoustic Upgrades
540 E. California Ave.
Fresno CA 93706

CHANGE ORDER No. :**003**

DSA File No. :

10-H8

Application No.:

02-118768**CONTRACTOR:**

Marko Construction Group Inc
3675 E. Jensen Ave.
Fresno CA 93725-

DESIGNER'S PROJECT NO. :**2002****FUSD BID/CONTRACT NO. :****22-34****CONTRACTOR P.O. NO. :****757171**

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

The original Contract Sum was	\$1,200,000.00
Net change by previously authorized Change Orders	\$59,972.08
The Contract Sum prior to this Change Order was.....	\$1,259,972.08
The Contract Sum will be adjusted by.....	\$28,402.46
The new Contract Sum including this Change Order will be.....	\$1,288,374.54
The Contract Completion date prior to this Change Order was	12/10/2022
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/10/2022

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: Antonio J. Avila

Date: 11/28/22

CONTRACTOR:

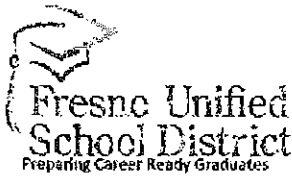
By: Jason Tenly

Date: 1/31/23

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 1/31/23



CHANGE ORDER

FUSD Edison High School MPR Acoustic Upgrades
CHANGE ORDER NO.: 003
DATE 11/28/2022
Project No.: 2002

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

Item 003 - 1

DESCRIPTION OF CHANGE:

Furnish and install new structural steel support beams, braces, plates and rods for folding partition track in the band room.

REASON FOR CHANGE:

Project documents did not include support for the folding partition track required to accommodate the load of the partition doors when they are folded back into the door pocket.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR 011.2 OTP 011

Amount of this Change Order Item:	INCREASE	\$13,835.36
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 003 - 2

DESCRIPTION OF CHANGE:

Provide and install new cabling, lighting controls and power packs in the band room.

REASON FOR CHANGE:

The wiring and controls in the project documents are not compatible with existing bi-level dimmable troffers.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 019.1 OTP 014

Amount of this Change Order Item:	INCREASE	\$7,454.92
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Time adjustment by this Change Order Item:	UNCHANGED	0
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You are directed to make the following changes in this Contract:

Item 003 - 3

DESCRIPTION OF CHANGE:

Provide and install 20 sheets of tackboard in the band room.

REASON FOR CHANGE:

Existing tackboard was replaced to match the new pieces in the band room.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

OTP 015 COR 015

Amount of this Change Order Item:	INCREASE	\$5,990.34
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 003 - 4

DESCRIPTION OF CHANGE:

Furnish and install qty 2-8' pole pads on existing steel columns in band room.

REASON FOR CHANGE:

The district has requested that these pads be added to the columns to provide protection if students/teachers come into contact with them.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

OTP 017 COR 017

Amount of this Change Order Item:	INCREASE	\$1,121.84
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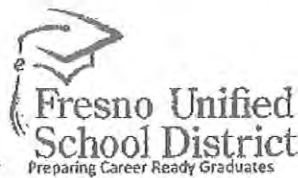
Time adjustment by this Change Order Item:	UNCHANGED	0
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TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$28,402.46
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

*** End of CHANGE ORDER ***

003

Change Order Item Detail



Change Order

PROJECT NAME:

FUSD Edison High School MPR Acoustic Upgrades
540 E. California Ave.
Fresno CA 93708

CHANGE ORDER No. :**004****DSA File No. :****10-H8****Application No.:****02-118768****CONTRACTOR:**

Marko Construction Group Inc
3675 E. Jensen Ave.
Fresno CA 93725-

DESIGNER'S PROJECT NO. :**2002****FUSD BID/CONTRACT NO. :****22-34****CONTRACTOR P.O. NO. :****757171**

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

The original Contract Sum was	\$1,200,000.00
Net change by previously authorized Change Orders	\$88,374.54
The Contract Sum prior to this Change Order was	\$1,288,374.54
The Contract Sum will be adjusted by	\$7,964.81
The new Contract Sum including this Change Order will be	\$1,296,339.35
The Contract Completion date prior to this Change Order was	12/10/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/10/2022

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

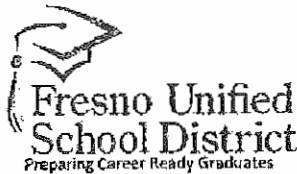
Accepted by:

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: Antonio J. Avila****Date: 3/2/2023****CONTRACTOR:****By: Jason Tenty****Date: 3/2/23****OWNER:****By: Alex Belanger, Assoc. Sup.****Date: 3/3/23**



CHANGE ORDER

FUSD Edison High School MPR Acoustic Upgrades
CHANGE ORDER NO.: 004
DATE
Project No.: 2002

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

Item 004 - 1

DESCRIPTION OF CHANGE:

Replace tackboard in music library (RM 139)

REASON FOR CHANGE:

The district requested a new music library system. The system does not cover the existing tackboard along the west wall of Room 139.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

COR 016 (OTP 016

Amount of this Change Order Item:	INCREASE	\$942.70
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 004 - 2

DESCRIPTION OF CHANGE:

Furnish and install infill and closer panels at existing casework.

REASON FOR CHANGE:

Required closure panels along the edge of existing storage cabinets not included in contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR 021 OTP 021

Amount of this Change Order Item:	INCREASE	\$2,466.20
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 004 - 3

DESCRIPTION OF CHANGE:

Provide and install additional VCT Flooring in Storage Rooms.

REASON FOR CHANGE:

The contract documents did not call out new VCT flooring under reinstalled lockers in the storage rooms.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR 020.2

Amount of this Change Order Item:	INCREASE	\$2,512.40
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 004 - 4

DESCRIPTION OF CHANGE:

Repair of Fire Alarm devices in band room and hallway east of band room.

REASON FOR CHANGE:

Existing FA Devices in the Band Room were not functioning during FA Testing with the IOR. FA circuits were traced down, tested and replaced where necessary.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 022.1

Amount of this Change Order Item:	INCREASE	\$2,168.55
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 004 - 5

DESCRIPTION OF CHANGE:

Replace tackboard in Room 138

REASON FOR CHANGE:

Existing tackboard along the West wall of room 138 was replaced due to discoloration and damage.

CHANGE CATAGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 019 COR 019.1

Amount of this Change Order Item:	INCREASE	\$883.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 004 - 6

DESCRIPTION OF CHANGE:

Deductive credit for 2% steel allowance

REASON FOR CHANGE:

The contract documents call out for a 2% steel allowance of the structural steel bid amount to be provided to the District.

CHANGE CATAGORY:

District and Designer

DOCUMENT REFERENCE:

COR 024 RFP 004

Amount of this Change Order Item:	DECREASE	(\$1,008.34)
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$7,964.81
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days

*** End of CHANGE ORDER ***

004



Project Financial Summary

Facilities Management & Planning

Project Name: Edison HS: MPR/Band Room Improvements

Date: 3/1/22023

Contractor: Marko Construction

Architect: Darden Architect

Change Order: # 004

DSA #: 02-118768

BID #: 22-34

Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$ 1,200,000.00	\$ 1,200,000.00
Total Agreement Amount:		\$ 1,200,000.00

Contract Adjustments:

Total Contract Amount												\$		1,200,000.00			
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>					
CO1		\$ 13,881.08		\$ -		\$ 7,700.00		\$ -		\$ -		\$ 21,581.08					
CO2		\$ (2,500.00)		\$ -		\$ 10,082.25		\$ 30,808.75		\$ -		\$ 38,391.00					
CO3		\$ 7,112.18		\$ -		\$ -		\$ 21,290.28		\$ -		\$ 28,402.46					
CO4		\$ 942.70		\$ -		\$ 2,168.55		\$ 5,861.90		\$ (1,008.34)		\$ 7,964.81					
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
Totals:		\$ 19,435.96		2% \$ -		0% \$ 19,950.80		2% \$ 57,960.93		5% \$ (1,008.34)		0% \$ 96,339.35		\$ 96,339.35		8.0%	
Total Contract Amount with Adjustments														\$		1,296,339.35	



CHANGE ORDER

PROJECT NAME:

Kirk Elementary School
Sitework Improvements

CHANGE ORDER No.:**001**

DSA File No.: 10-H8

Application No.: 02-119950

CONTRACTOR :

BDM, Inc.
240 North 12th Ave.,
Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No.: 20-2820**FUSD BID/CONTRACT No.:** 22-37**CONTRACTOR P.O. No.:** 758634

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

The original Contract Sum was	\$	617,370.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	617,370.00
The Contract Sum will be adjusted by	\$	56,371.92
The new Contract Sum, including this Change Order will be	\$	673,741.92
The Contract Completion date prior to this Change Order was		26-Aug-2022
The Contract Time will be adjusted by	(93) Calendar Days	
The new Contract Completion date, including this Change Order is therefore		27-Nov-2022

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:**

Robert Baro Landscape Architect

By: Robert Baro, Principal

Accepted by:**CONTRACTOR:**

BDM, Inc.

By: Lyle Bolte, President

Authorized by:**OWNER:**

Fresno Unified School District

By: Paul Idsvoog, COO

Date: 4-11-2023Date: 4/11/2023Date: 4/13/2023

Change Order Summary



CHANGE ORDER

You are directed to make the following changes in this contract:

Item 1-1 DESCRIPTION OF CHANGE:

Addition of storm drainage system.

REASON FOR CHANGE:

Elevations where new flatwork tie into existing corridor did not allow sufficient storm water drainage.
Add new drainage basins and underground piping.

CHANGE CATEGORY:

Designer Errors/Omissions

DOCUMENT REFERENCE:

BDM, Inc. Change Order Request No. 1 dated 8/1/2022.

Amount of this Change Order Item:

Increase: \$35,932.60

Time adjustment by this Change Order Item:

Increase: (21) Calendar Days

Item 1-2 DESCRIPTION OF CHANGE:

Adjustments to design outside of main office entry area.

REASON FOR CHANGE:

Remove additional portions of existing concrete and planters. Modify arrangement of concrete seat walls, landscaping and irrigation as necessary.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

BDM, Inc. Change Order Request No. 2 dated 8/2/2022

Amount of this Change Order Item:

Increase: \$16,844.62

Time adjustment by this Change Order Item:

Increase: (21) Calendar Days

Change Order Item Detail

Item 1-3

DESCRIPTION OF CHANGE:

Eliminate waterproofing at concrete seat walls.

REASON FOR CHANGE:

Determination made that waterproofing was unnecessary at backside of exterior concrete seat walls.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

BDM, Inc. Cost Proposal #7 dated 1/31/2023

Amount of this Change Order Item:

Decrease: (\$13,785.02)

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

Item 1-4

DESCRIPTION OF CHANGE:

Additional storm drain catch basin.

REASON FOR CHANGE:

Address additional storm drainage concerns within existing asphalt and concrete.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

BDM, Inc. Cost Proposal #8 dated 1/31/2023

Amount of this Change Order Item:

Increase: \$15,889.87

Time adjustment by this Change Order Item:

Increase: (5) Calendar Days

Change Order Item Detail

Item 1-5

DESCRIPTION OF CHANGE:

Material price escalation for concrete.

REASON FOR CHANGE:

Escalation of pricing since time of bid in March 2022 to project start in August 2022.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

BDM, Inc. Cost Proposal #5 dated 1/31/2023

Amount of this Change Order Item:

Increase: \$1,489.85

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

Item 1-6

DESCRIPTION OF CHANGE:

Contract extension due to material delays and design changes.

REASON FOR CHANGE:

Wrought iron fencing and irrigation controller material delays.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:

Increase: \$0.00

Time adjustment by this Change Order Item:

Increase: (46) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$56,371.92

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (93) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Maintenance & Operations

Project Name: *Kirk Elementary School
Sitework Improvements*

DSA #: 02-119950

BID #: 22-37

Date: 04/11/23
Contractor: BDM, Inc.
Architect: Robert Boro Landscape Architect
Change Order: 001

Project Financial Summary

Contract Summary:

Bid Award Amount(s)

Base Bid:	\$	589,785.00
Base Bid:	\$	-
Additive Alternate 1:	\$	27,585.00
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
Total Agreement Amount:	\$	617,370.00

Contract Adjustments:

Total Contract Amount

\$ 617,370.00

Contract Adjustments:

	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer F & O</u>	<u>District/Designer</u>	<u>Total</u>
CO #001	\$ 3,059.60	\$ -	\$ 17,379.72	\$ 35,932.60	\$ -	\$ 56,371.92
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals: \$ 3,059.60 0% \$ - 0% \$ 17,379.72 3% \$ 35,932.60 6% \$ - 0% \$ 56,371.92 \$ 56,371.92 9.1%

Total Contract Amount with Adjustments

\$ 673,741.92

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM A-28

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 22-15, Edison High School Multipurpose Room HVAC Replacement

For Information Only

Original contract amount:	\$ 270,000
Change Order(s) previously ratified:	\$ 20,823
Contract amount:	\$ 290,823

Bid 22-27, Addicott Elementary School Path of Travel Improvements

For Information Only

Original contract amount:	\$ 589,000
Change Order(s) previously ratified:	\$ 29,541
Contract amount:	\$ 618,541

Bid 22-37, Kirk Elementary School Sitework Improvements

For Information Only

Original contract amount:	\$ 617,370
Change Order(s) previously ratified:	\$ 56,372
Contract amount:	\$ 673,742

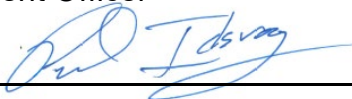
FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

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

2023-0038130

FRESNO County Recorder
Paul Dictos, CPA

Friday, Apr 21, 2023 03:53:58 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

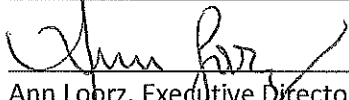
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **April 14, 2023**
The work done was **Air Handler Replacement** **Bid No. 22-15**
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:
Strategic Mechanical Inc. 4661 E. Commerce Ave., Fresno, CA 93725 **November 18, 2021**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Edison High School E. Dayton Ave., Fresno, CA 93706 **DSA No.: n/a**

Date: **April 21, 2023**


Ann Loprz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **April 21, 2023** at **Fresno**,


Ann Loprz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

2023-0038129

FRESNO County Recorder
Paul Dictos, CPA

Friday, Apr 21, 2023 03:53:58 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **April 10, 2023**
The work done was **Path of Travel Improvements** **Bid No. 22-27**

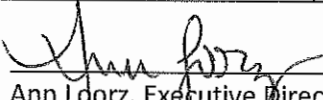
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed 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:
Rakkar Development & Construction 4335 N. Golden State Bl. #102 Fresno, CA 93722 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:

Addicott Elementary School 4784 E. Dayton Ave. Fresno, CA 93711 DSA No.: 02-118538

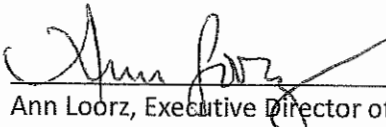
Date: **April 21, 2023**


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 April 21, 2023 at Fresno,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

2022-0147364

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Dec 09, 2022 03:56:25 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")

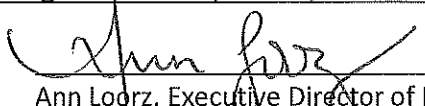
5. A work of improvement on the property hereinafter described was accepted/completed on **November 27, 2022** The work done was **Sitework Improvements** **Bid No. 22-37.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any 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:
BDM, Inc. 1042 E. Royal Dornoch Avenue, Fresno CA 93730 **May 19, 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:

Kirk Elementary School 2000 E. Belgravia Avenue, Fresno, CA 93706 DSA No.: 02-119950


Date: **December 9, 2022**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **December 9, 2022** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM B-29

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 English Language Learners Sign on Letter Presentation by Go Public Schools

ITEM DESCRIPTION: Go Public Schools' English Language Learners sign on letter is a collective effort of caregivers, students, district personnel and a variety of other community-based organizations and includes recommendations for the district to include as they undertake revisions to the master plan for English language learners.

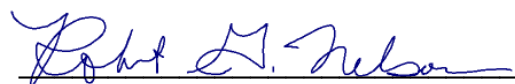
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Carmen Zamora,
Go Public Schools

DIVISION: Go Public Schools
PHONE NUMBER: (559) 460-7740

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM B-30

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss and Adopt

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

TITLE AND SUBJECT: Discuss and Adopt the Proposed Curriculum Recommendations for Elementary Science

ITEM DESCRIPTION: Included in the Board binders for discussion and adoption are the proposed curriculum recommendations for kindergarten through sixth grade science. The prior textbook was adopted in 2008 published by Harcourt and no longer in print, lacking digital resources and does not provide science kits for hands on learning. Next Generation Science Standards were adopted by the state in 2013, prompting the need for a new adoption. Secondary science adoptions were completed in 2019, with Physics purchased in 2022. The recommendation for instructional materials is a result of a deep review by teachers, students, parents, and department staff.

FINANCIAL SUMMARY: Funding will be provided through the textbook allocation.

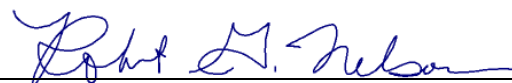
PREPARED BY: Dr. Marie Williams,
Instructional Superintendent

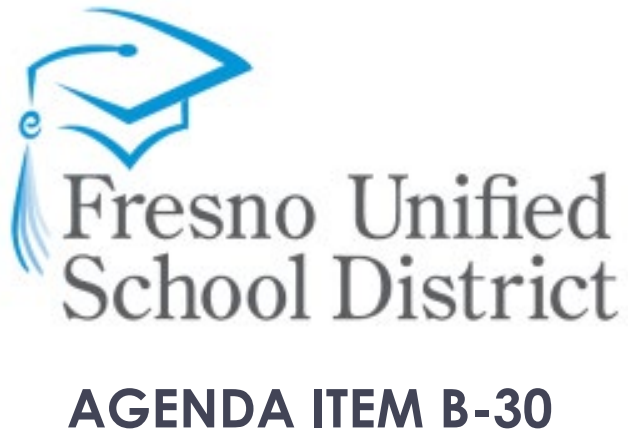
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Science K-6 Curriculum Adoption Recommendation

Board Presentation- May 24, 2023



Instructional Shifts with Next Generation Science Standards

Next Generation Science Standards include a focus on:

- ❑ Crosscutting Concepts connecting the four domains of science
- ❑ Science and Engineering Practices investigating the natural world and what engineers do to design and build systems
- ❑ Disciplinary Core Idea integrating key ideas across multiple disciplines





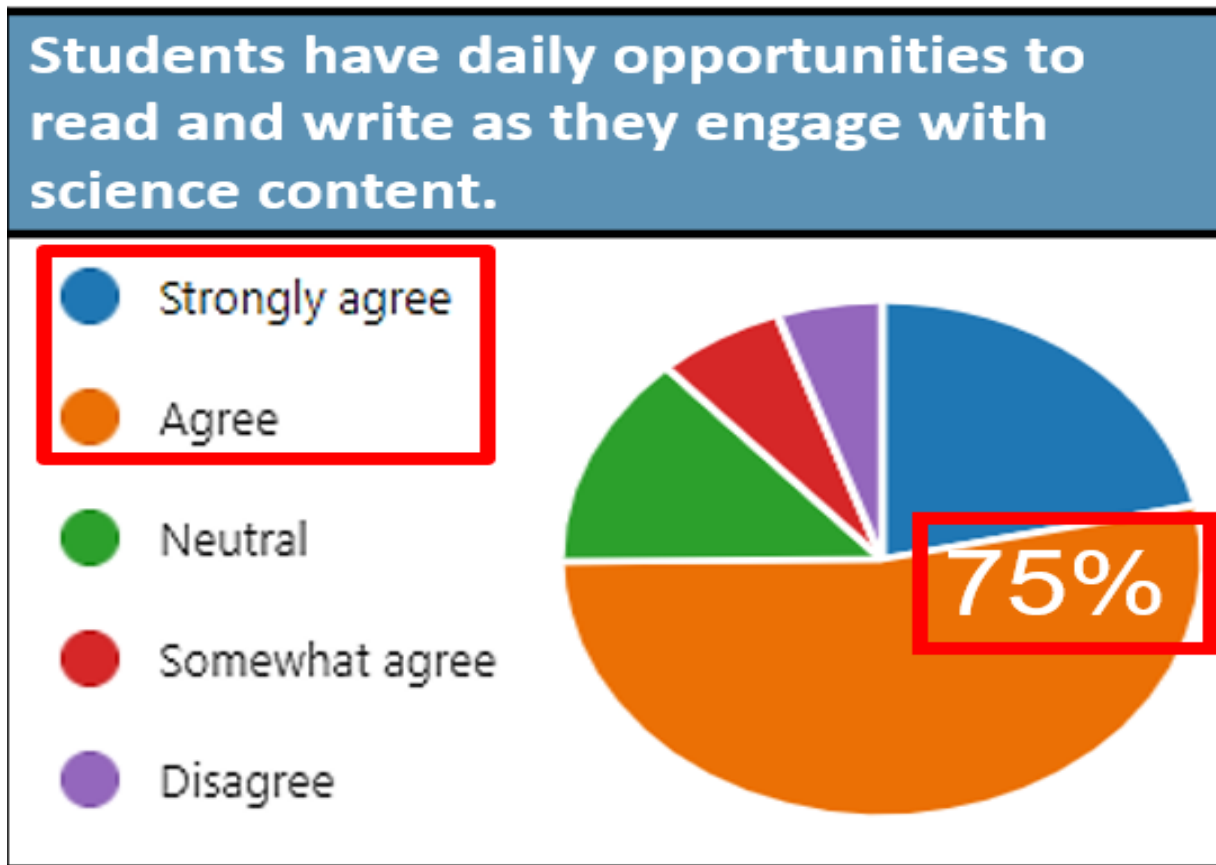
Adoption Process

- K-6 Science Adoption team, built rubrics with California State Standards and Framework
- Multiple departments provided input on selection and narrowing of publishers
- Voice collected from all educational partners
- K-6 teachers provided with demo material to pilot in their classroom for 20 instructional days



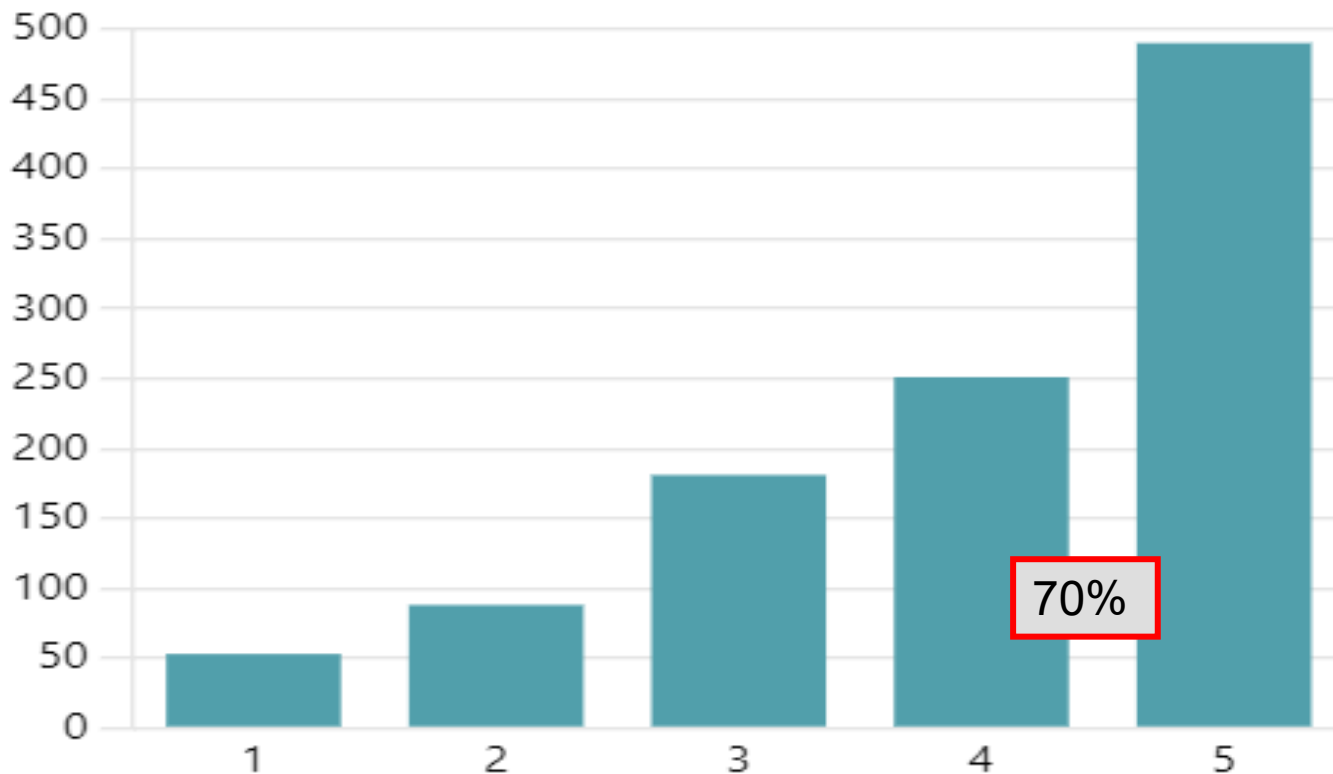
Teacher Ratings

- 86% of our sites reviewed and provided feedback



5 Elementary Student Responses

- 3,740 K-6 feedback surveys collected
- HMH, *Science Dimensions* had the highest engagement





Caregiver Voice

Surveys taken at 13 meetings named the priorities:

- ☐ Real-world situations
- ☐ Hands-on
- ☐ Learning about STEM (science, technology, engineering and math) careers

Highlights of HMH, CA Science Dimensions



Student Edition



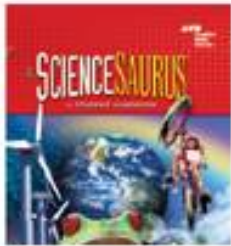
Designated ELD
Student Edition



Leveled Readers



Equipment Kit



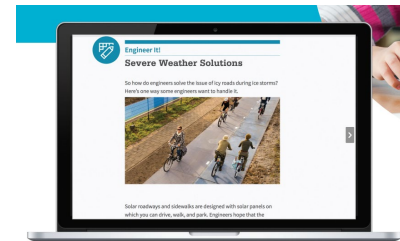
***ScienceSaurus



***Multilingual
Glossary



***Safety Kit



Online/Interactive
Digital Curriculum



Questions?



Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM B-31

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 State's May Revised Budget Proposal

ITEM DESCRIPTION: Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2022/23 by Monday, May 15, 2023. On May 24, 2023, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District.

FINANCIAL SUMMARY: There is no fiscal impact to the district 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

Agenda Item B-31



2023/24
Governor's May Revise

Board of Education

May 24, 2023

Outline

- State Revenue Forecast
- State Economic Overview
- May Revise Updates
- Upcoming Budget Discussions

State Revenue Forecast – Long-term

Long-Term Revenue Forecast—Three Largest Sources

(General Fund Revenue—Dollars in Billions)

	2020-21	2021-22 ^{e/}	2022-23 ^{e/}	2023-24 ^{e/}	2024-25 ^{e/}	2025-26 ^{e/}	2026-27 ^{e/}
Personal Income Tax	\$128.9	\$137.1	\$122.8	\$118.2	\$118.9	\$127.5	\$141.8
(Year-over-Year Change)	29.4%	6.4%	-10.5%	-3.7%	0.6%	7.2%	11.2%
Corporation Tax	\$22.6	\$45.1	\$42.1	\$42.1	\$43.4	\$36.4	\$26.6
(Year-over-Year Change)	61.9%	99.8%	-6.7%	0.0%	3.1%	-16.1%	-26.8%
Sales and Use Tax	\$29.1	\$33.0	\$33.1	\$33.4	\$34.4	\$35.5	\$36.3
(Year-over-Year Change)	14.0%	13.6%	0.1%	0.9%	3.0%	3.3%	2.2%
Total	\$180.5	\$215.3	\$197.9	\$193.6	\$196.7	\$199.4	\$204.8
(Year-over-Year Change)	29.8%	19.3%	-8.1%	-2.2%	1.6%	1.4%	2.7%

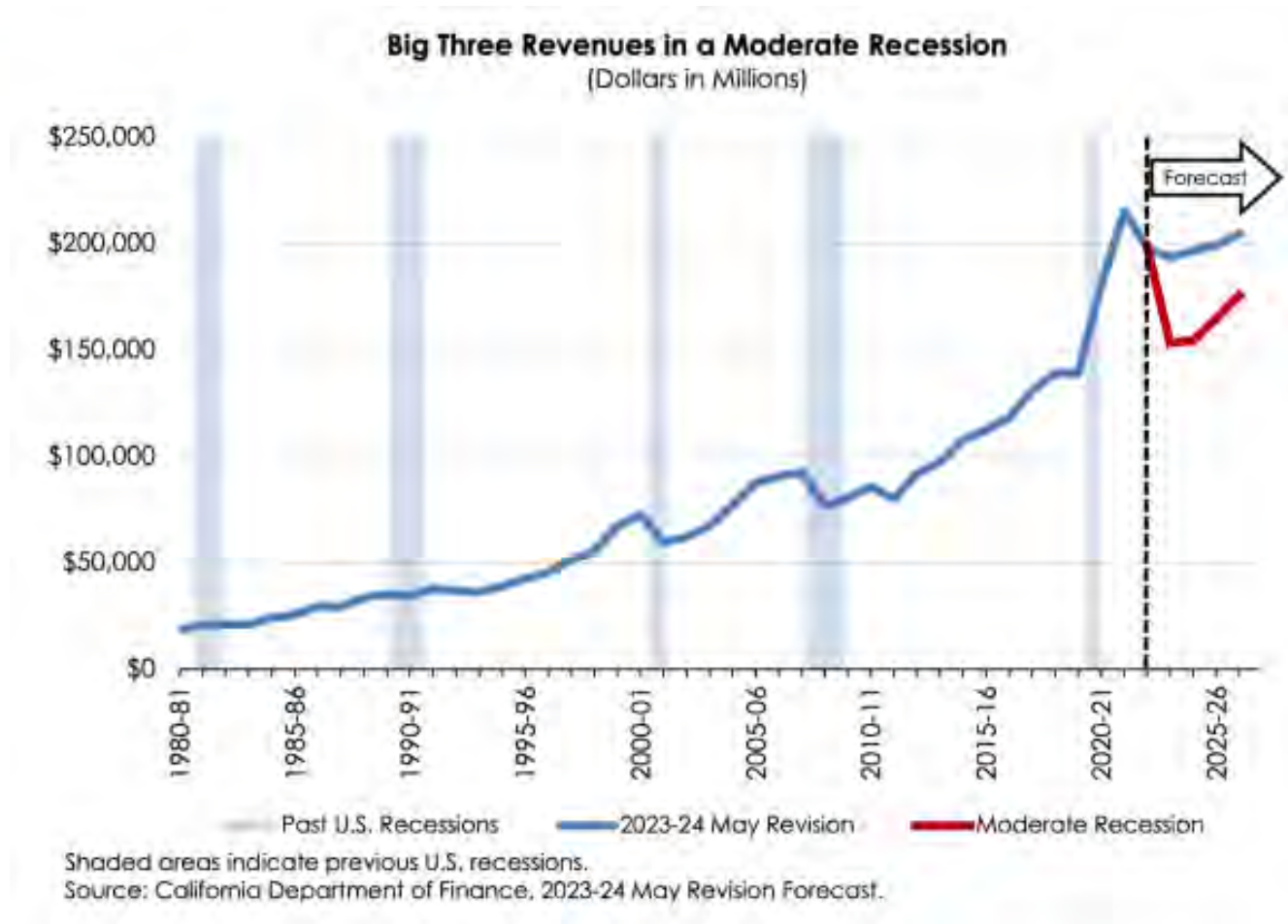
^{e/}Estimated

Source: California Department of Finance, 2023-24 May Revision Forecast.

Source: Governor's May Revise



State Revenue Forecast – Long-term

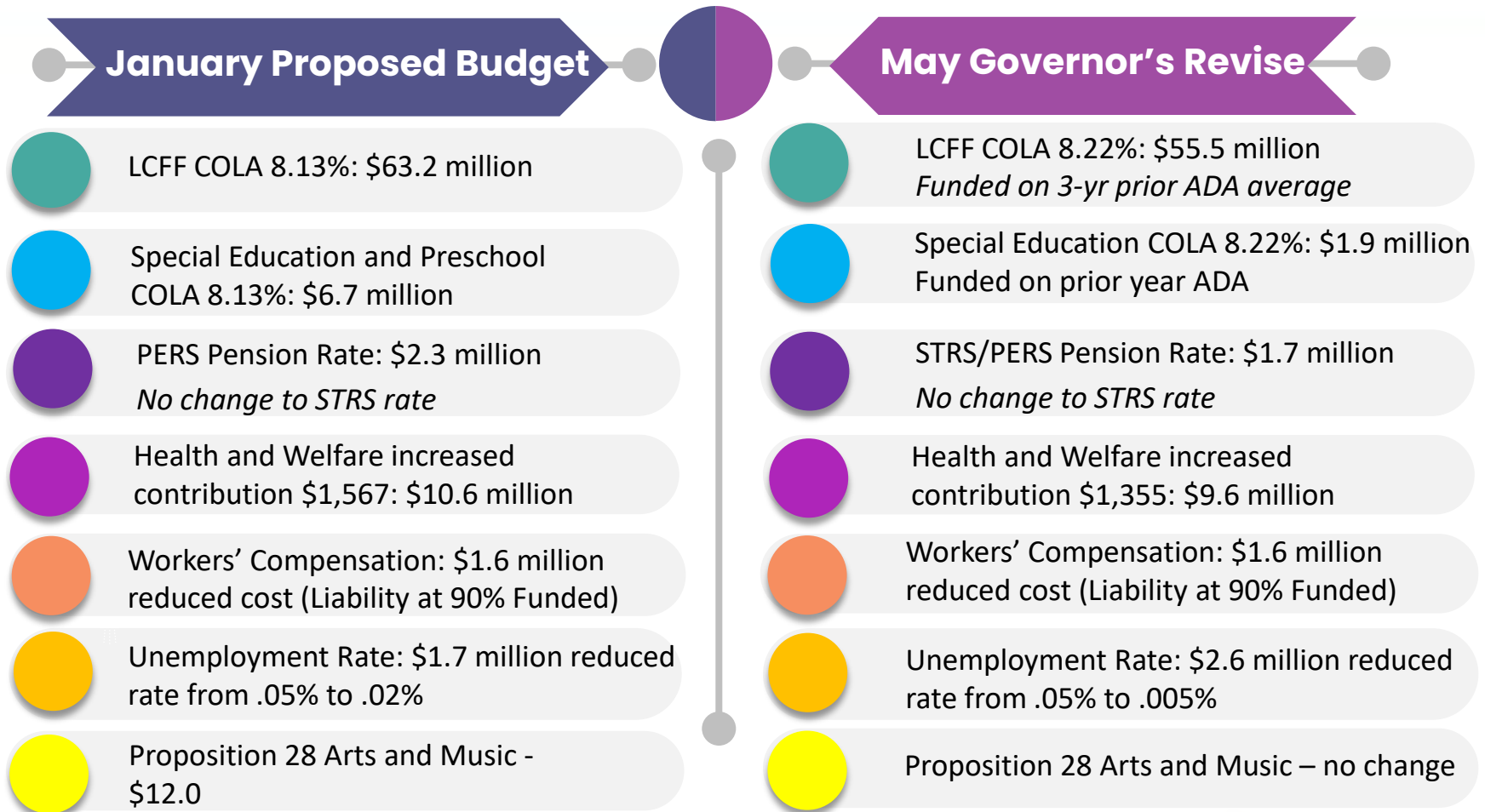


Source: Governor's May Revise

State Economic Overview

- California's economy – “Holds the line without making significant reductions over the Governor's Budget. However, should broader economic risks materialize, deeper reductions will be necessary.”
- Unemployment Rates as of March 2023
 - National – 3.5%
 - State – 4.8%
 - Fresno County – 8.6%
- Risks and Uncertainties
 - Economic fallout from a debt limit impasse
 - Higher interest rates
 - Uncertainty in financial institutions
 - Delayed tax receipts

Updating State Budget Impacts for Fresno Unified— January Proposal to May Revise

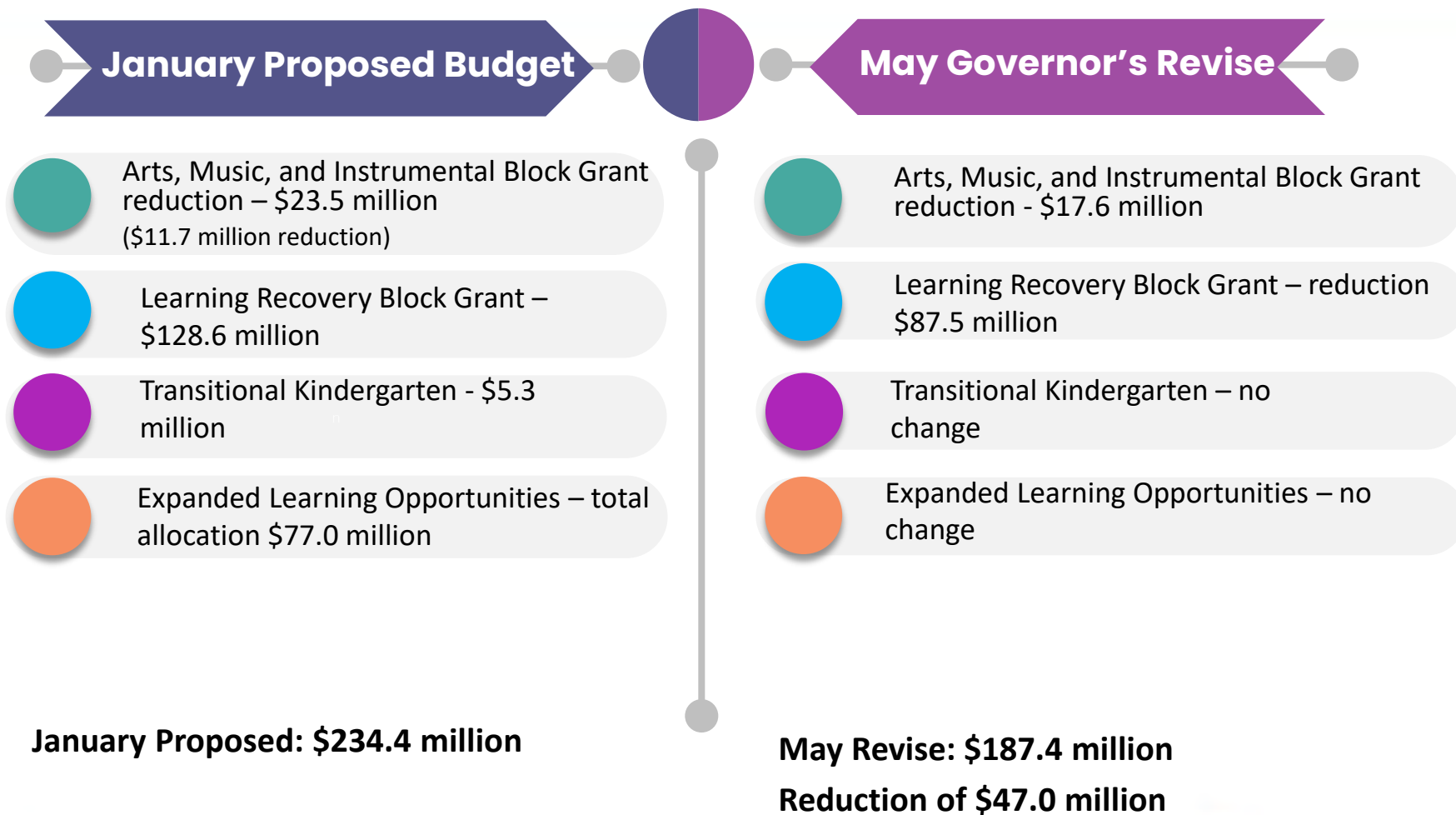


January Proposed: \$72.3 million

May Revise: \$62.3 million
Reduction of \$10.0 million

Updating State Budget Impacts for Fresno Unified

January Proposal to May Revise – 2022/23 Fiscal Year Changes



Projected Employer Pension Increases

CALSTRS®

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- 2022/23 – 19.10%
- **2023/24 – 19.10%**
- 2024/25 – 19.10%
- 2025/26 – 19.10%
- 2026/27 – 19.10%
- 2027/28 – 19.10%

 CalPERS

- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- 2021/22 – 22.910%
- 2022/23 – 25.370%
- **2023/24 – 26.680%***
- 2024/25 – 27.700%*
- 2025/26 – 28.300%*
- 2026/27 – 28.700%*
- 2027/28 – 30.000%*

**Estimated rates provided by CalPERS*

Upcoming Budget Discussions

- Public Hearings of LCAP and Budget
 - June 14, 2023
- Public Adoption of LCAP and Budget
 - June 21, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM B-32

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 2023/24 Strategic Budget Development

ITEM DESCRIPTION: The 2023/24 Governor's Proposed Budget was released on January 10, 2023.

On May 24, 2023, staff and the Board will continue budget development discussions including the following:

- Preliminary recommendations for 2023/24 budget planning:
 - Proposition 28 – Music and Art

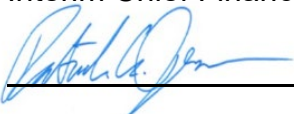
FINANCIAL SUMMARY: Not available at this time.

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

Agenda Item B-32



2023/24

Strategic Budget Development

Board of Education

May 24, 2023

Overview

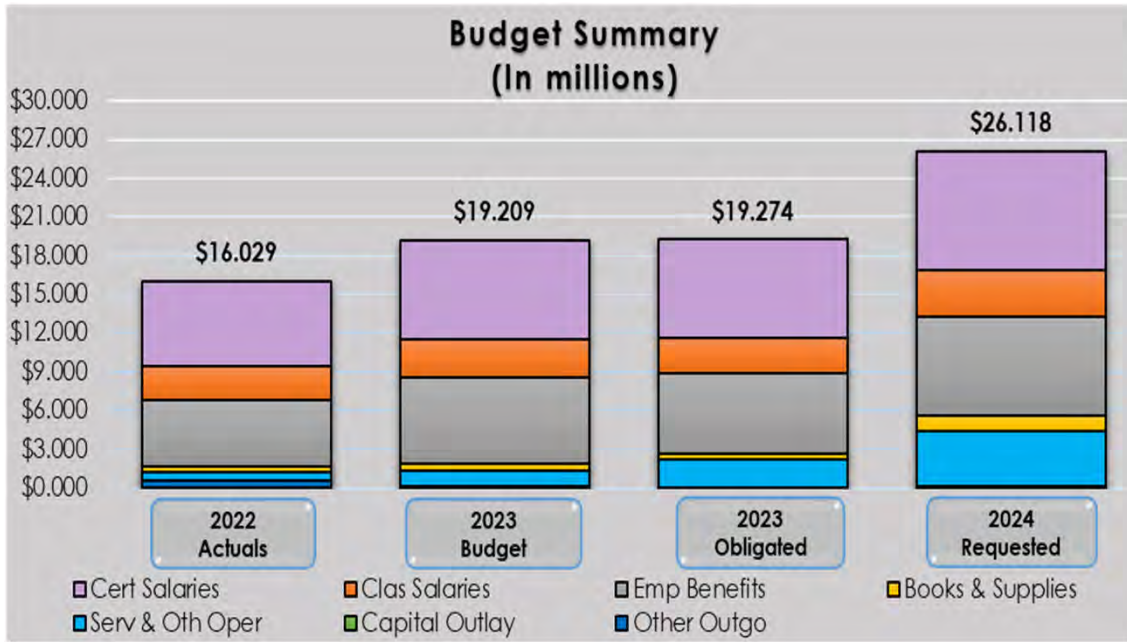
- Improve academic performance at challenging levels
- Increase student engagement in the school & community
- Expand student centered & real-world learning experiences
- Increase inclusive opportunities for families to engage in their student's education
- Increase recruitment and retention of staff reflecting the diversity of the community

Improve academic performance at challenging levels

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
School Sites and Departments	\$15.0	30.0	--	\$7.4	--
Health Services	\$0.4	--	--	\$5.5	17.5
Security Office	--	--	\$1.3	\$5.1	49.7
Emergency Response	--	--	--	\$0.1	--
Information Technology	--	--	\$0.2	\$0.5	1.0
Information Technology – Learner Support	\$7.9	--	--	\$8.1	3.0
Chief Academic Office	--	--	--	(\$0.1)	(1.0)
School Site Data & Psychometrics	--	--	--	\$1.2	5.0
Alternative Education	\$0.6	--	--	\$0.6	7.4
African American Academic Acceleration	--	--	\$4.2	\$0.4	1.0
Curriculum and Instruction	\$11.6	--	--	\$0.5	--
Total	\$35.5	30.0	\$5.7	\$29.3	83.6

Health Services

Improve academic performance at challenging levels



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 9.0 FTE Nurse – \$1.3 million
- Add 7.5 FTE License Vocational Nurse – \$700,000
- Add 1.0 FTE Budget Technician – \$90,000 (offset by Medi-Cal reimbursement)
- Increase staff from 6-hour to 7-hour per bargaining agreement (9.5 FTE License Vocational Nurse)
- Supplemental Health Care Contract – \$3.4 million

One-Time Recovery:

- Provide personal protective equipment to sites – \$350,000

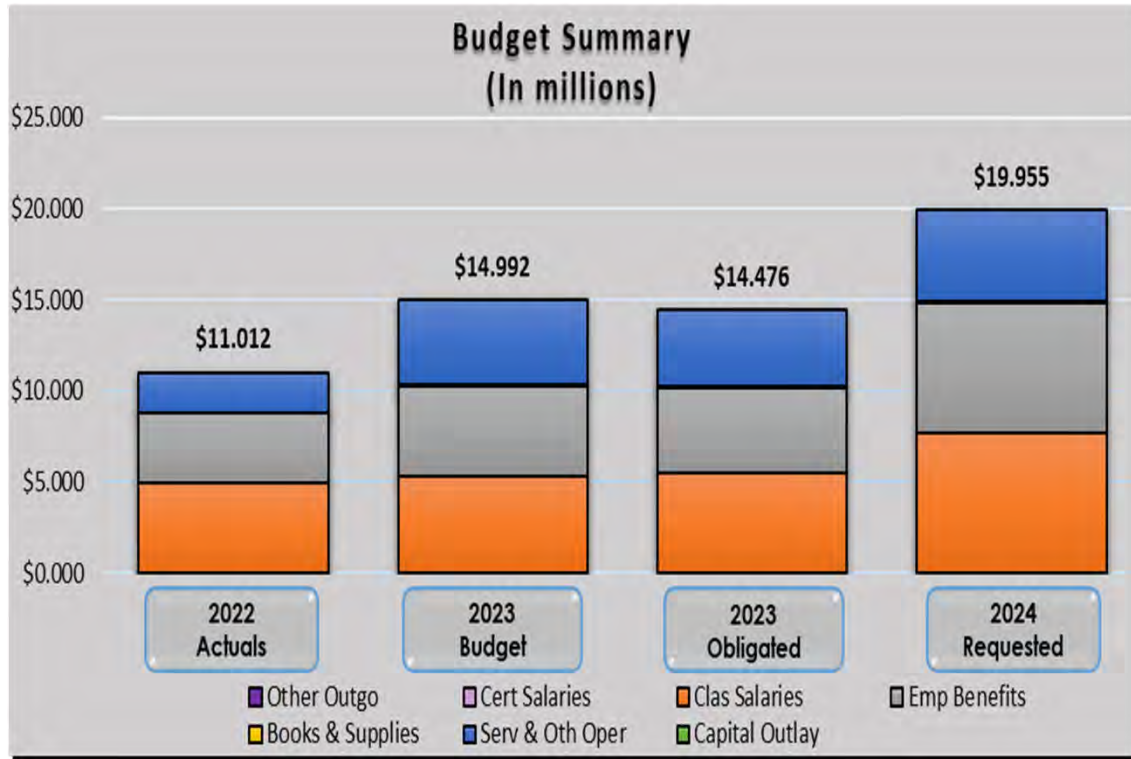
Augmentation 17.5 FTE – \$5.5 million ongoing; \$350,000 (one-time)

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	74.70	71.70	3.00	83.70	9.00
Classified	62.13	52.38	9.75	80.13	18.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	140.83	128.08	12.75	167.83	27.00

Security Office

Improve academic performance at challenging levels



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 1.0 FTE Executive Director – \$210,000
- Add 1.0 FTE Manager II – \$200,000
- Add 3.0 FTE Safety School Specialists – \$275,000
- Add 29.5 FTE Elementary School Campus Safety Assistants – \$2.9 million
- Add 12.0 FTE High School Campus Safety Assistants – \$1.2 million
- Add 3.2 FTE Alternative Schools Campus Safety Assistants – \$240,000
- Provide training for staff – \$100,000

One-Time :

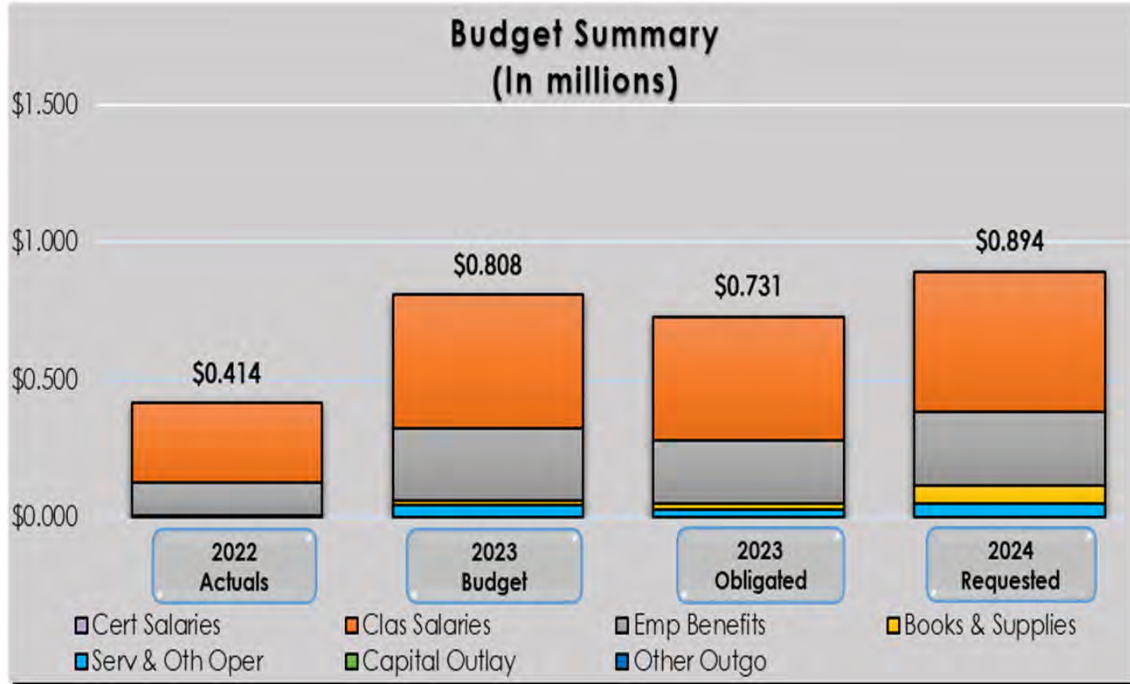
- Purchase 4 vehicles – \$180,000
- Provide radios and safety supplies – \$30,000
- Safe route evaluations at 7 pilot sites – \$140,000
- Elementary cafeteria cameras – \$125,000
- Add Deaf and Hard of Hearing sensors at 4 sites – \$100,000
- Vaping Sensors and cameras pilot at 8 sites – \$605,000
- Replace outdated AED's and provide training – \$110,000

Augmentation 49.7 FTE – \$5.1 million ongoing; \$1.3 million (one-time)

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	130.20	122.20	8.00	177.95	47.75
Management	1.00	1.00	0.00	3.00	2.00
Total FTE	131.20	123.20	8.00	180.95	49.75

Emergency Response

Improve academic performance at challenging levels



2023/24 Budget Notes:

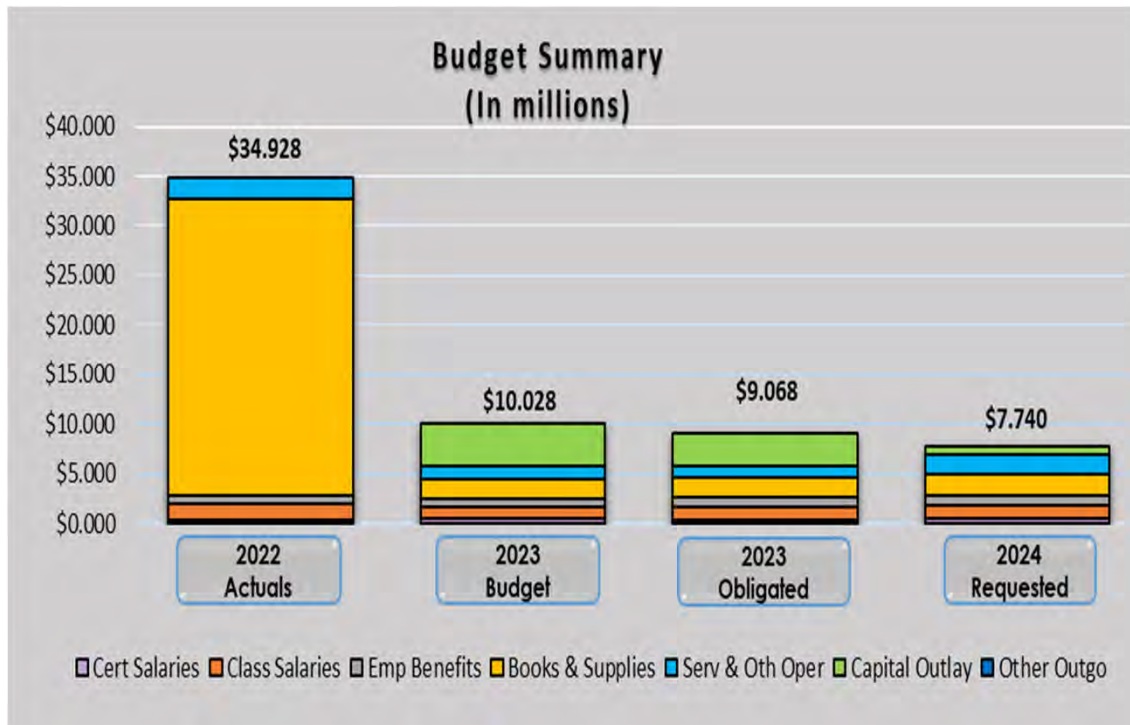
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add supplies to expand outreach – \$50,000

Augmentation \$50,000 ongoing

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	3.00	2.00	1.00	3.00	0.00
Total FTE	4.00	3.00	1.00	4.00	0.00

Information Technology

Improve academic performance at challenging levels



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Director – \$235,000
- Expand Parsec to support district dashboards – \$110,000
- Add high school drone club pilot – \$130,000

One-Time:

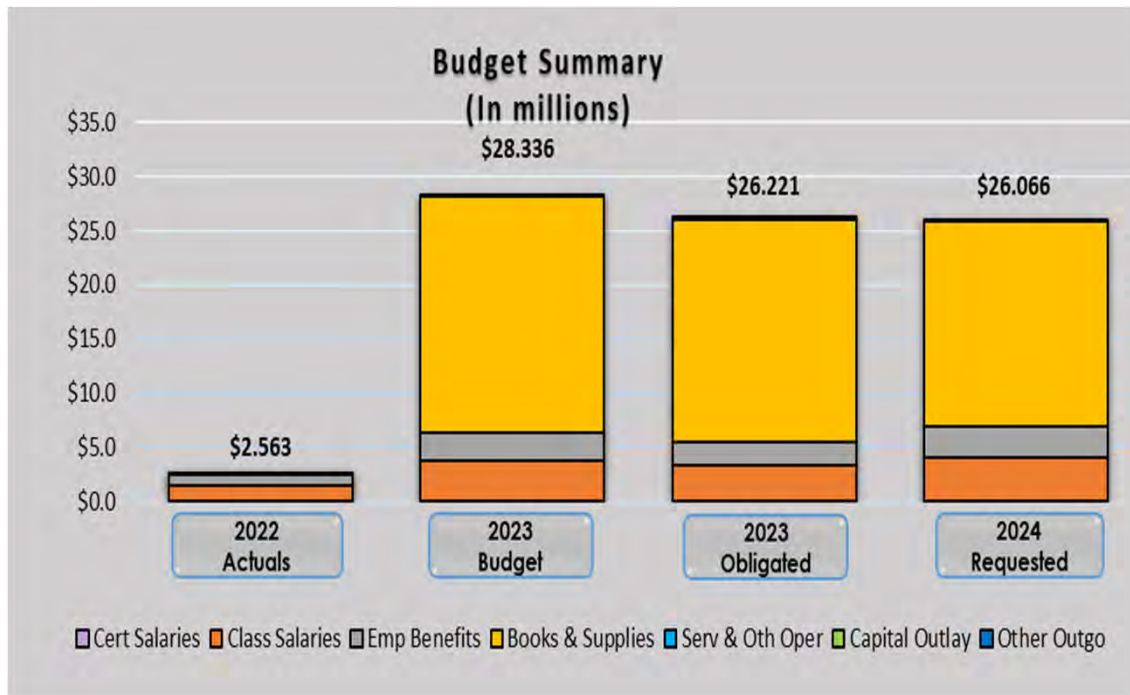
- Add Harvard Strategic Project Data Fellowship – \$190,000

**Augmentation 1.0 FTE – \$475,000 ongoing;
\$190,000 (one-time)**

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	3.00	3.00	0.00	3.00	0.00
Classified	8.00	6.90	1.10	8.00	0.00
Management	6.00	5.00	1.00	7.00	1.00
Total FTE	17.00	14.90	2.10	18.00	1.00

Information Technology – Learner Support

Improve academic performance at challenging levels



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	53.00	45.00	8.00	55.00	2.00
Management	5.00	5.00	0.00	6.00	1.00
Total FTE	58.00	50.00	8.00	61.00	3.00

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Project Manager – \$180,000
- Add 1.0 FTE Technician Specialist – \$100,000
- Add 1.0 FTE Help Desk Support – \$95,000
- Add hotspots for students – \$205,000
- Add GoGuardian software license – \$75,000
- Add new model student laptop pilot – \$700,000
- Add paraeducator laptop refresh \$650,000
- Increase teacher and paraeducator laptop size – \$130,000
- Shift pre-order computer savings from 2024/25 to 2023/24 due to breakage – \$6.0 million

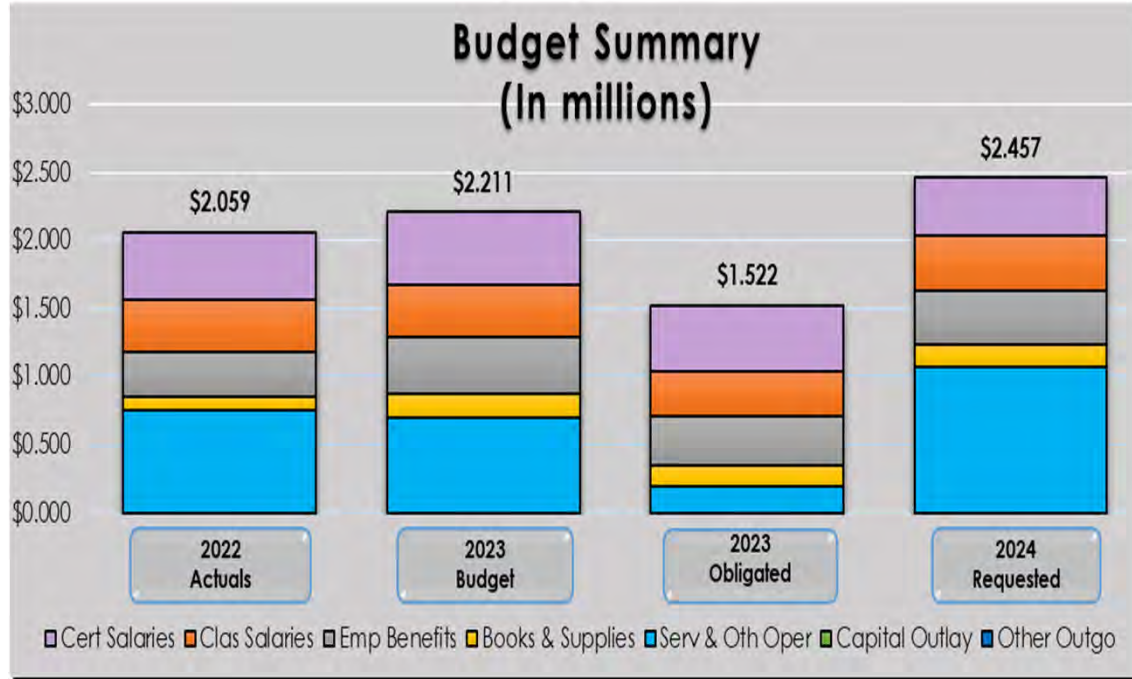
One-Time Recovery:

- Support Bullard FLATS location – \$150,000
- Support high school flat panel display – \$7.7 million

Augmentation 3.0 FTE – \$8.1million ongoing; \$7.9 million (one-time)

Chief Academic Office

Improve academic performance at challenging levels



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add executive coaching for new leaders – \$170,000
- Reduce 1.0 FTE Executive Director to support School Site Data and Psychometrics – (\$230,000)

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	1.00	1.00	0.00	0.00	-1.00
Classified	2.20	2.20	0.00	2.20	0.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	6.20	6.20	0.00	5.20	-1.00

Augmentation (1.0 FTE) – (\$60,000) ongoing

School Site Data & Psychometrics

Improve academic performance at challenging levels

**Budget Summary
(In millions)**



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 2.0 FTE Administrative Analyst – \$430,000
- Add 2.0 FTE Analyst II – \$340,000
- Add 1.0 FTE Secretary II – \$110,000
- Shift 1.0 FTE Assistant Superintendent from Alternative Education
- Add operational supplies and contracts – \$350,000

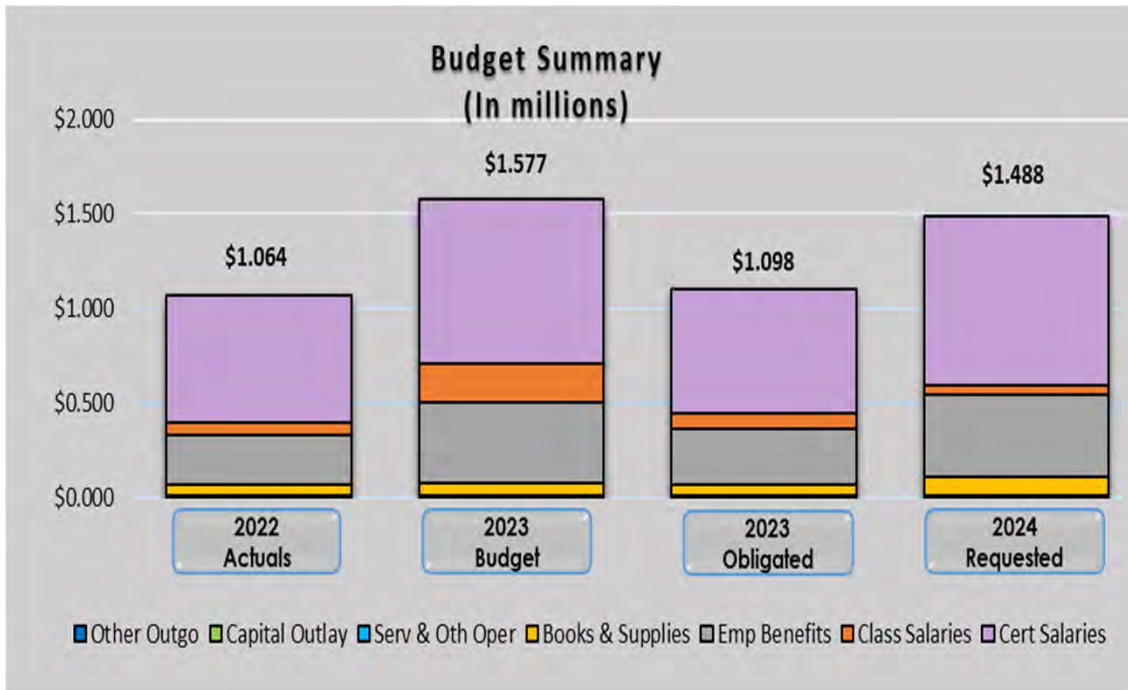
Augmentation 5.0 FTE – \$1.2 million ongoing;

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	0.00	0.00	0.00	5.00	5.00
Management	0.00	0.00	0.00	1.00	1.00
Total FTE	0.00	0.00	0.00	6.00	6.00

Alternative Education

Improve academic performance at challenging levels



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Convert supplemental contracts to 3.0 FTE Teachers
- Add 2.0 FTE Library Teacher – \$305,000
- Add 2.0 FTE Library Technician – \$145,000
- Add 0.40 FTE Activity Director – \$50,000
- Add 1.0 FTE Office Assistant I – \$75,000
- Shift 1.0 FTE Assistant Superintendent to School Site Data & Psychometrics

One-Time Recovery:

- Continue 3.0 FTE Teacher – \$310,000
- Add credit recovery support – \$245,000
- Support Home and Hospital technology – \$30,000

FTE SUMMARY

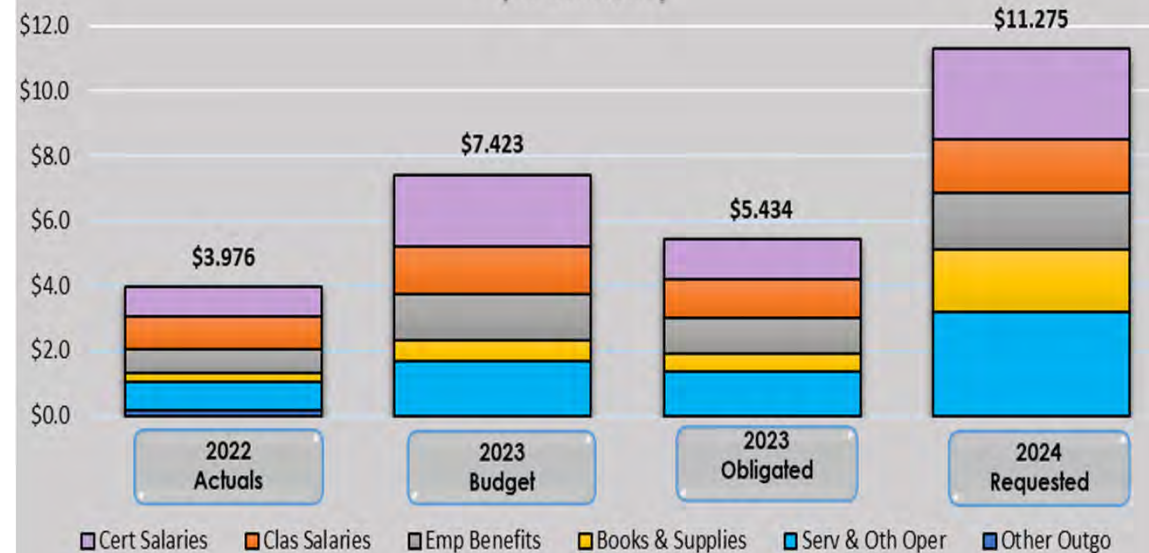
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.50	0.38	0.13	8.80	8.30
Classified	2.00	2.00	0.00	4.00	2.00
Management	5.00	6.00	-1.00	4.00	-1.00
Total FTE	7.50	8.38	-0.88	16.80	9.30

**Augmentation 7.4 FTE – \$575,000 ongoing;
\$585,000 (one-time)**

African American Academic Acceleration

Improve academic performance at challenging levels

Budget Summary
(In millions)



FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	5.40	5.40	0.00	4.00	-1.40
Classified	4.50	3.75	0.75	4.50	0.00
Management	11.00	9.00	2.00	11.00	0.00
Total FTE	20.90	18.15	2.75	19.50	-1.40

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Advisory Program for African American Students in grades 5 – 12 – \$440,000
- Shift 1.4 FTE Teacher to College and Career Readiness

One-Time:

- Expand African American Student Leadership – \$1.1 million

One-Time Literacy:

- Shift 1.0 FTE Manager I from One-Time Recovery – \$190,000
- Expand reading program at 40 elementary schools – \$2.9 million

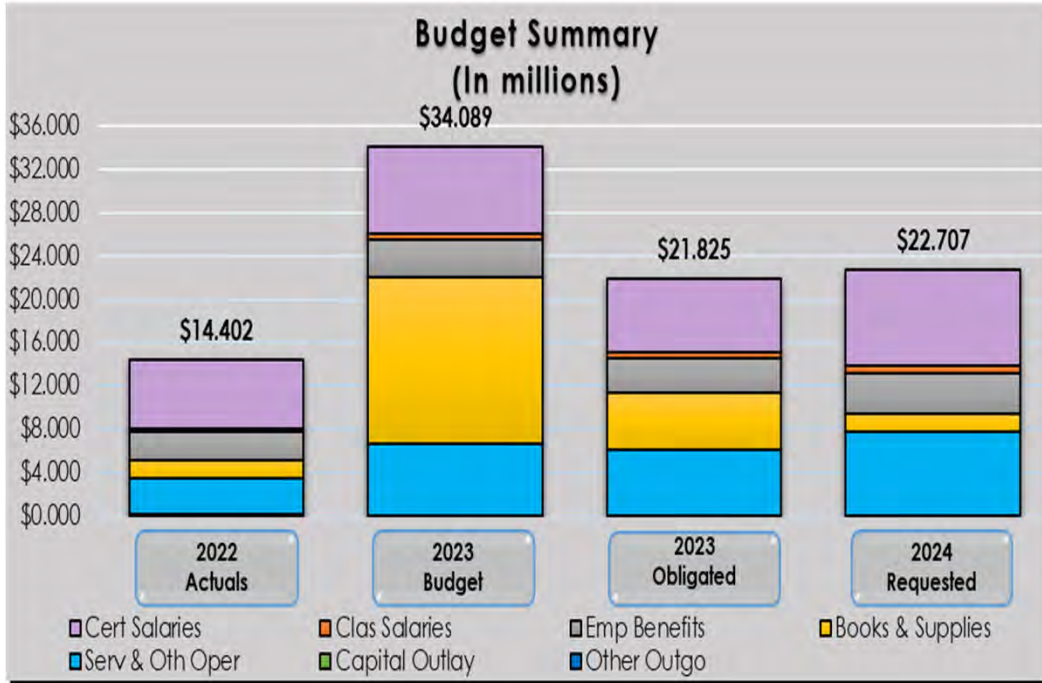
One-Time Recovery:

- Continue 1.0 FTE Manager I – \$190,000

Augmentation 1.0 FTE – \$440,000 ongoing; \$4.2 million (one-time)

Curriculum and Instruction

Improve academic performance at challenging levels



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	33.60	33.60	0.00	32.60	-1.00
Classified	8.00	7.00	1.00	8.00	0.00
Management	18.00	17.00	1.00	18.00	0.00
Total FTE	59.60	57.60	2.00	58.60	-1.00

2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Support IdeaFest – \$95,000
- Shift Ed Cite contract from sites to district office – \$390,000
- Add security for E Street – \$30,000
- Support GATE participation – \$20,000

One-Time Recovery:

- Continue home libraries – \$1.2 million
- Continue Tier II Intervention Materials – \$815,000
- Continue Teacher development (Algebra, Literacy, Science, World Language, Ethnic Studies, Math lesson design, 2-day Learning Summit) – \$6.6 million
- Continue Winter and Summer classified professional learning – \$780,000
- Continue digital lessons – \$1.3 million
- Continue Tutor.com – \$150,000
- Continue First K-3 Reading licenses – \$240,000
- Continue development of Ethnic Studies Curriculum – \$260,000
- Support African American and Latin X history participation – \$200,000

Augmentation – \$535,000 ongoing; \$11.6 million (one-time)



Fresno Unified School District

Achieving our Greatest Potential!

Increase student engagement in the school & community

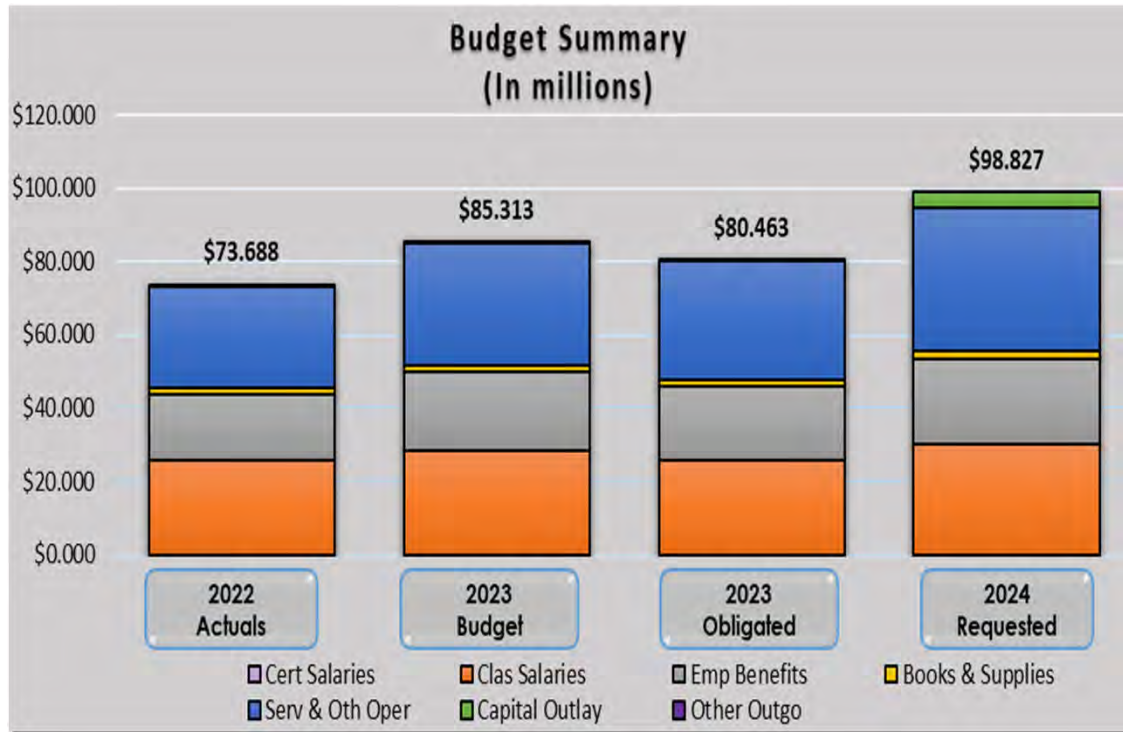
Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Plant Operations	--	--	\$4.6	\$5.7	27.5
Plant Maintenance	--	--	\$1.4	\$5.4	19.0
Nutrition Services ^(A)	--	--	\$2.0	--	16.0
Transportation	--	--	\$1.5	1.3	4.0
Early Learning ^(B)	\$0.9	--	\$0.4	--	7.5
Department of Prevention and Intervention	\$4.0	--	--	\$0.8	5.0
Equity and Access	--	--	--	\$0.7	2.0
Purchasing & Warehouse	--	--	\$0.2	\$0.2	2.0
Student Engagement	\$1.2	--	--	\$0.3	--
Total	\$6.1	--	\$10.1	\$14.4	83.0

(A) Ongoing funded by Cafeteria Fund

(B) Ongoing funded by Child Development Fund

Plant Operations

Increase student engagement in the school & community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	549.15	508.14	41.01	572.66	23.50
Management	6.00	4.00	2.00	10.00	4.00
Total FTE	555.15	512.14	43.01	582.66	27.50

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Manager I – 195,000
- Add 3.0 FTE District Supervisors – \$400,000
- Add 4.0 FTE HS Plant Supervisors – \$455,000
- Add 5.0 FTE Grounds Worker IV – \$525,000
- Add 1.0 Grounds Worker III – \$100,000
- Add 4.0 FTE Grounds Worker I – \$365,000
- Add 1.0 Plant Coordinator – \$95,000
- Add 8.5 FTE Custodians – \$735,000
- Add Office Assistant III – \$90,000
- Field rehabilitation/tree service projects – \$2.6 million
- Increase annual equipment replacement – \$130,000
- Increase for utilities – \$3.2 million
(Already included in Multi-year projections)

One-Time:

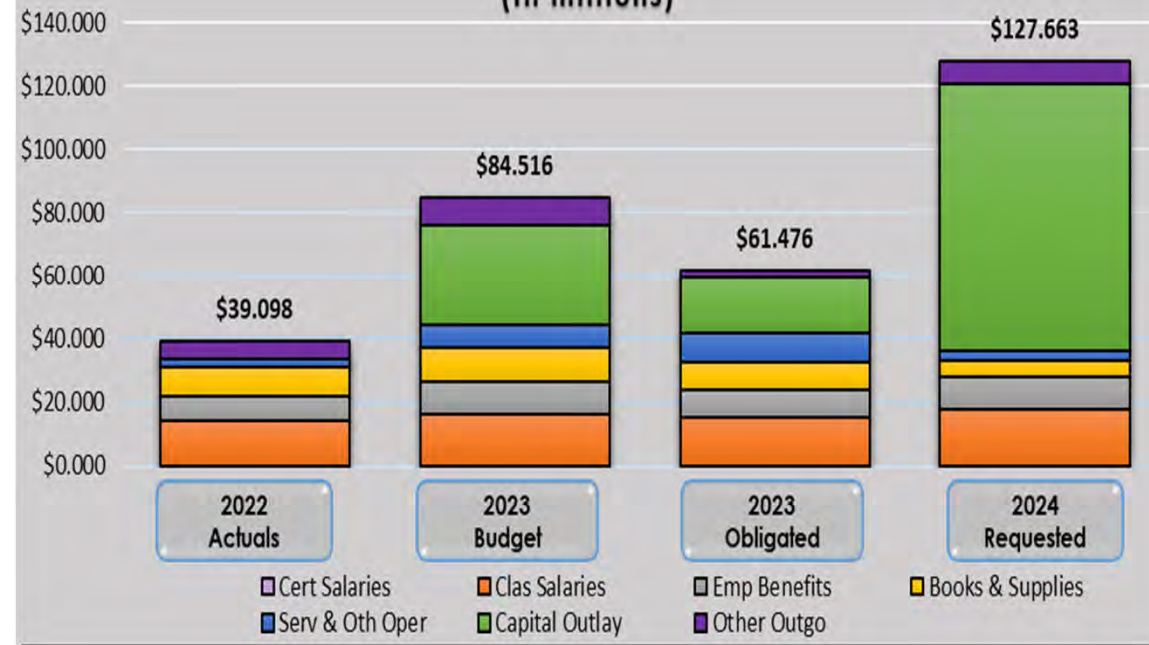
- Add 7 fleet vehicles – \$455,000
- Add custodial and field equipment – \$835,000
- Service recreational turf district wide – \$3.2 million
- Reorganize Brawley site – \$125,000

Augmentation 27.5 FTE – \$5.7 million ongoing; \$4.6 million (one-time)

Plant Maintenance

Increase student engagement in the school & community

Budget Summary
(In millions)



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 4.0 FTE HVAC Mechanics – \$630,000
- Add 1.0 FTE HVAC Supervisor – \$180,000
- Add 8.0 FTE Irrigation Specialist – \$950,000
- Add 1.0 FTE Lead Plumber – \$165,000
- Add 3.0 Plumbers – \$470,000
- Add 1.0 FTE Equipment Operator II – \$145,000
- Add 1.0 Mechanic – \$150,000
- Deferred Maintenance – \$2.5 million
- Curtain repairs – \$100,000
- Mold testing and sampling – \$120,000

One-Time:

- Add 14 fleet vehicles – \$1.2 million
- Add tools and equipment – \$220,000
- Laserfiche license – \$15,000

One-Time Recovery:

- Carryover for HVAC projects, support space, Farber building – \$84.3 million

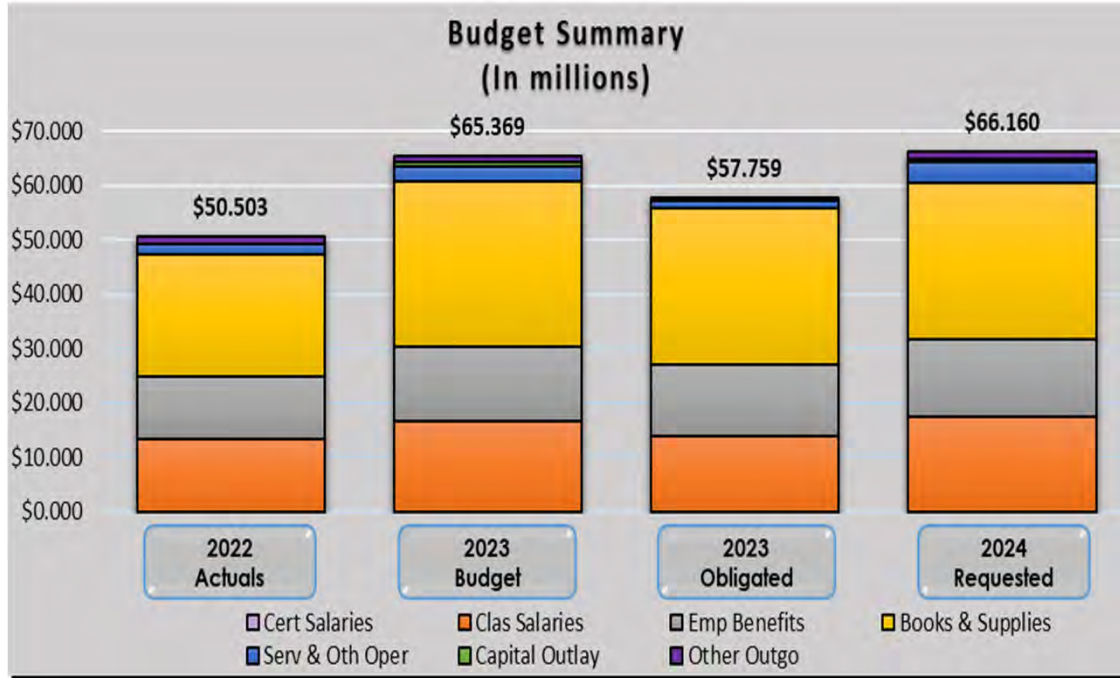
**Augmentation 19.0 FTE – \$5.4 million ongoing;
\$1.4 million (one-time)**

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	171.56	159.56	12.00	190.56	19.00
Management	10.50	8.50	2.00	10.50	0.00
Total FTE	182.06	168.06	14.00	201.06	19.00

Nutrition Services

Increase student engagement in the school & community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	390.16	337.42	52.75	404.68	14.52
Management	15.00	13.00	2.00	16.50	1.50
Total FTE	405.16	350.42	54.75	421.18	16.02

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 13.9 FTE Nutrition Services Assistant at 37 sites – \$385,000
- Add 1.0 FTE Project Manager – \$180,000
- Add 0.6 FTE Accountant – \$75,000
- Add 0.5 FTE Wellness Coordinator – \$100,000 (Grant ended)
- Add Executive Chef contracts – \$1.2 million (offset by Medi-Cal reimbursement)

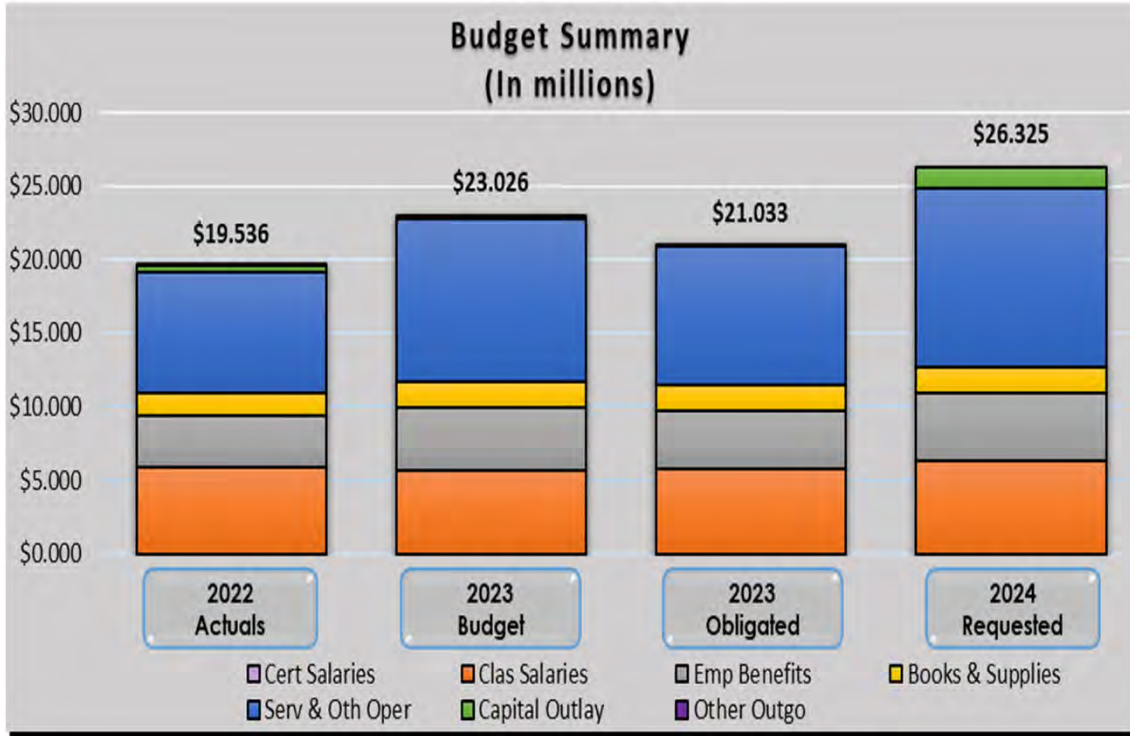
One-Time:

- Upgrade equipment at sites – \$2.0 million

**Augmentation 16.0 FTE – \$1.9 million ongoing;
\$2.0 million (one-time)**
(Ongoing request funded by Cafeteria Fund)

Transportation

Increase student engagement in the school & community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	109.00	92.00	17.00	112.00	3.00
Management	2.00	1.00	1.00	3.00	1.00
Total FTE	111.00	93.00	18.00	115.00	4.00

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Business Operations Manager – \$195,000
- Add 1.0 FTE Special Education Dispatcher – \$115,000
- Add 1.0 FTE Driver Trainer – \$100,000
- Add 1.0 FTE Accountant – \$115,000
- Upgrade 5.0 FTE Relief Drivers to 261 days – \$100,000
- Expand free bus passes for full year – \$560,000
- Support upgrade transportation systems – \$60,000
- Add GPS System – \$25,000

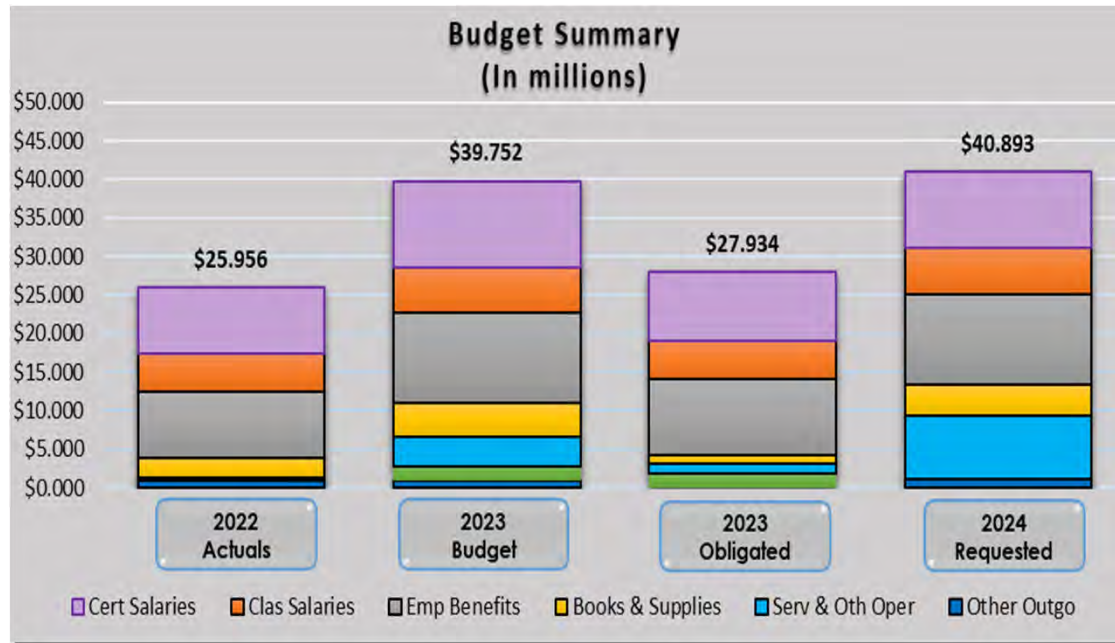
One-Time:

- Upgrade transportation systems – \$130,000
- Add cameras – \$255,000
- Add a shop lift – \$260,000
- Add 10 vans – \$450,000
- Add Bus rodeo team trailer – \$15,000
- Add CNG compressor – \$300,000
- Increase support for bus wash system – \$50,000

Augmentation 4.0 FTE – \$1.3 million ongoing; \$1.5 million (one-time)

Early Learning

Increase student engagement in the school & community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	117.50	109.94	7.56	118.00	0.50
Classified	162.38	125.88	36.50	169.38	7.01
Management	12.00	12.00	0.00	11.00	-1.00
Total FTE	291.87	247.81	44.06	298.38	6.51

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 7.0 FTE Paraprofessionals – \$400,000 (Offset by \$115,000 in supplies)
- Add 0.50 FTE Child Development Teacher – \$50,000

One-Time:

- TK Expansion equipment – \$425,000

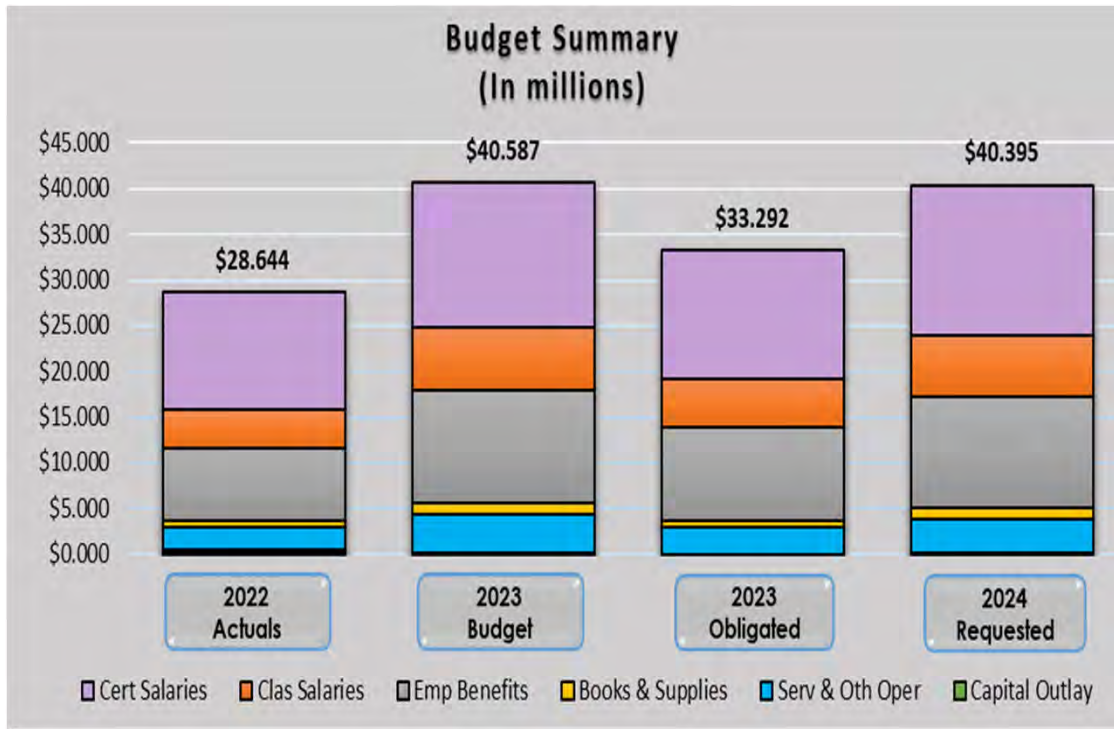
One-Time Recovery:

- Continue assessments and outreach – \$140,000
- Continue to provide health and safety classroom kits – \$20,000
- Continue purchase creative license – \$680,000
- Continue Professional Learning – \$10,000

Augmentation 7.5 FTE – \$450,000 ongoing; \$1.3 million (one-time)
(Ongoing request funded by Child Development Fund)

Department of Prevention and Intervention

Increase student engagement in the school & community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	21.80	19.80	2.00	20.80	-1.00
Classified	117.50	79.50	38.00	120.50	3.00
Management	123.05	116.05	7.00	125.05	2.00
Total FTE	262.35	215.35	47.00	266.35	4.00

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 2.0 FTE Behavior Intervention Specialist – \$210,000
- Add 3.0 FTE Tech Support Specialist – \$310,000
- Reduce 1.0 FTE Climate and Culture Specialist – (\$150,000)
- Add materials and supplies – \$75,000
- Support Men's and Women's alliance transportation – \$30,000
- Support Let's Talk Contract full year – \$275,000

One-Time Recovery:

- Registered Behavior Technician contract – \$700,000
- Professional development for restorative practices and responding to behaviors – \$505,000
- Care Solace and substance abuse contract – \$530,000
- Continue with 3.0 FTE Counselor – \$470,000
- Continue with 1.0 FTE Manager III – \$190,000
- Continue with 1.0 FTE Office Assistant III – \$90,000
- Continue with 4.0 FTE Child Welfare and Attendance Specialists – \$340,000
- Continue with 4.0 FTE Social Workers – \$630,000
- Continue with 2.0 FTE Behavioral Intervention Specialists – \$210,000
- Continue 1.0 FTE Guidance Learning Advisor – \$170,000
- Continue with 1.0 FTE Behavior Support Advisor – \$150,000
- Discontinue 1.0 FTE General Manager II

Augmentation 5.0 FTE – \$750,000 ongoing; \$4.0 million (one-time)



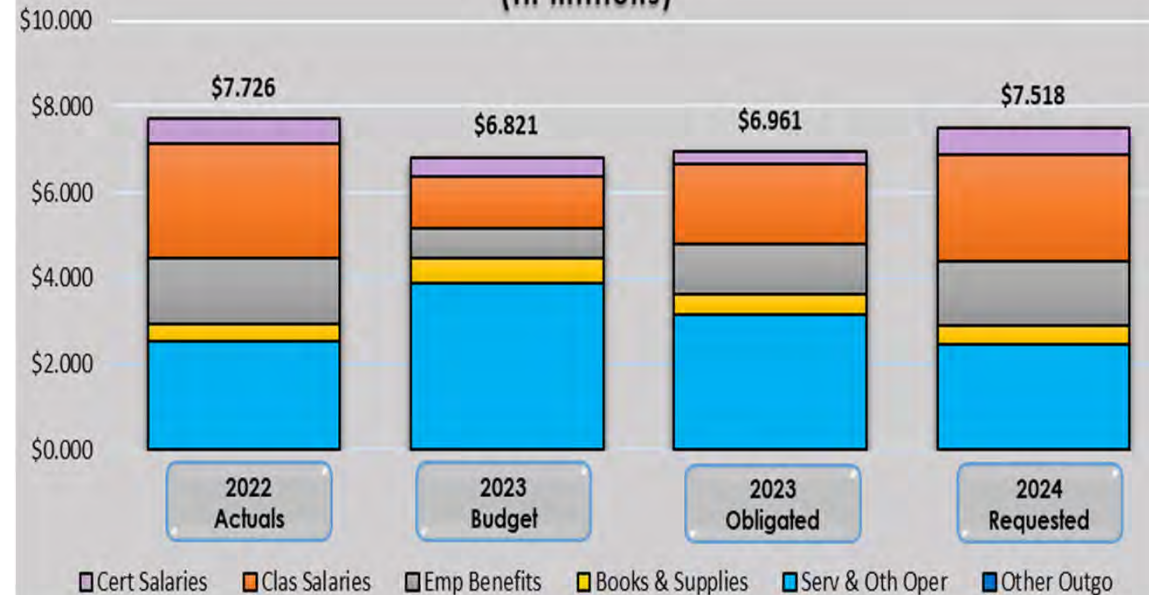
Fresno Unified School District

Achieving our Greatest Potential!

Equity and Access

Increase student engagement in the school & community

Budget Summary
(In millions)



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 1.0 FTE Director – \$200,000
- Add 1.0 FTE Manager II – \$218,000
- Support Community Schools with training and materials and supplies – \$175,000
- Increase Hanover contract – \$55,000
- Add Black Educator Development contract – \$60,000

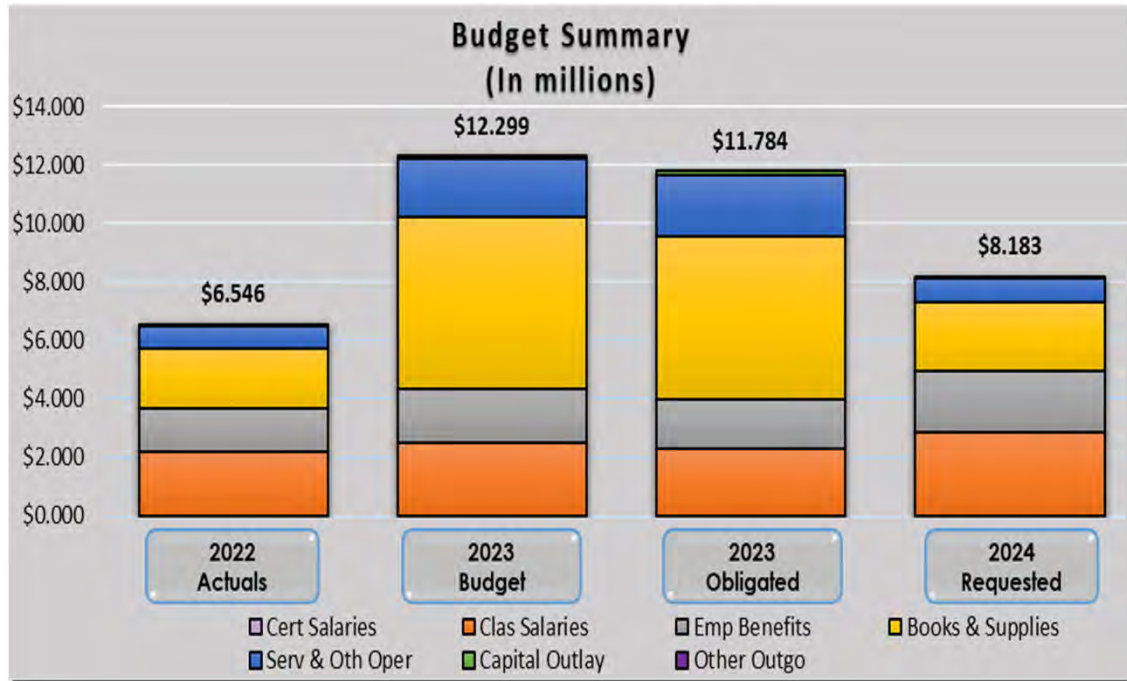
FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	5.00	5.00	0.00	5.00	0.00
Management	14.00	11.00	3.00	16.00	2.00
Total FTE	19.00	16.00	3.00	21.00	2.00

Augmentation 2.0 FTE – \$708,000 ongoing

Purchasing & Warehouse

Increase student engagement in the school & community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 2.0 FTE Warehouse Worker – \$190,000

One-Time:

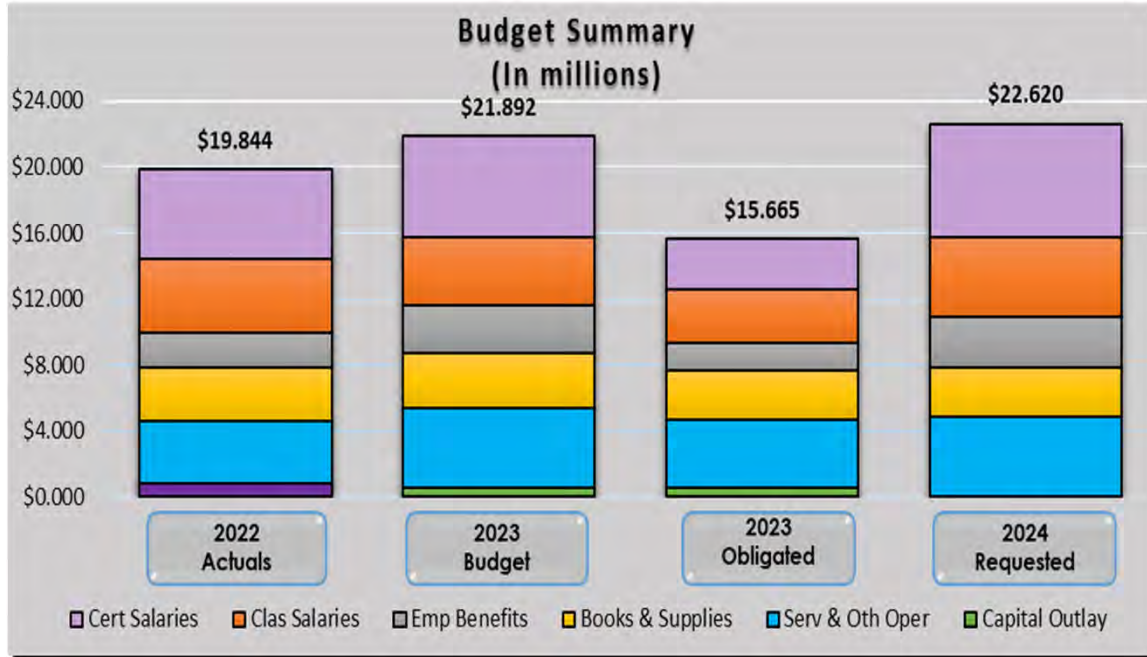
- Add forklift – \$50,000
- Add shipment equipment – \$25,000
- Add 2 mail vans – \$150,000

**Augmentation 2.0 FTE – \$190,000 ongoing;
\$225,000 (one-time)**

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	40.00	35.00	5.00	42.00	2.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	43.00	38.00	5.00	45.00	2.00

Student Engagement

Increase student engagement in the school & community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Increase official contracts – \$20,000
- Increase enrichment at elementary – \$100,000
- Increase support for graduations – \$150,000

One-Time Recovery:

- Replace uniforms and equipment – \$30,000
- Continue support for summer Athletic Bridge Academy – \$1.2 million

Augmentation \$270,000 ongoing; \$1.2 million (one-time)

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	9.00	9.00	0.00	9.00	0.00
Managemen	9.00	9.00	0.00	9.00	0.00
Total FTE	18.00	18.00	0.00	18.00	0.00

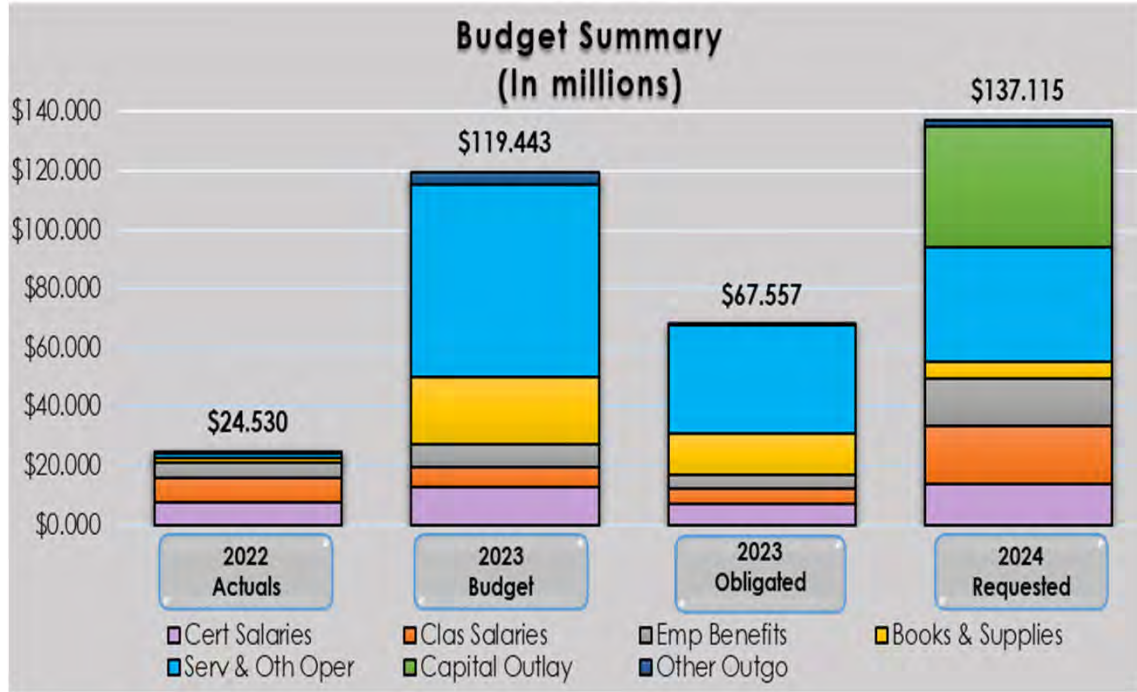
Expand student centered & real-world learning experiences

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Extended Learning ^(C)	--	--	--	--	5.5
College and Career Readiness	--	--	\$0.9	\$2.5	14.5
English Learners	\$0.7	--	--	\$0.4	2.0
Total	\$0.7	--	\$0.9	\$2.9	22.0

(C) Funded by Expanded Learning Opportunities and After School Programs

Extended Learning

Expand student centered & real-world learning experiences



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Shift ASES from Fresno County Office of Education to Fresno Unified
- Add 1.0 FTE Analyst II – \$170,000
- Add 1.0 FTE Executive Officer – \$255,000
- Add 41.2 FTE After School Paraprofessional – \$875,000
- Add 35.5 FTE After School Lead – \$1.2 million
- Add 4.0 FTE TSA for Student Engagement – \$575,000

One-Time:

- Utilize carryover to support Aviation facility – \$41.5 million

**Augmentation 82.7 FTE \$3.1 million ongoing;
\$41.5 million (carryover)**

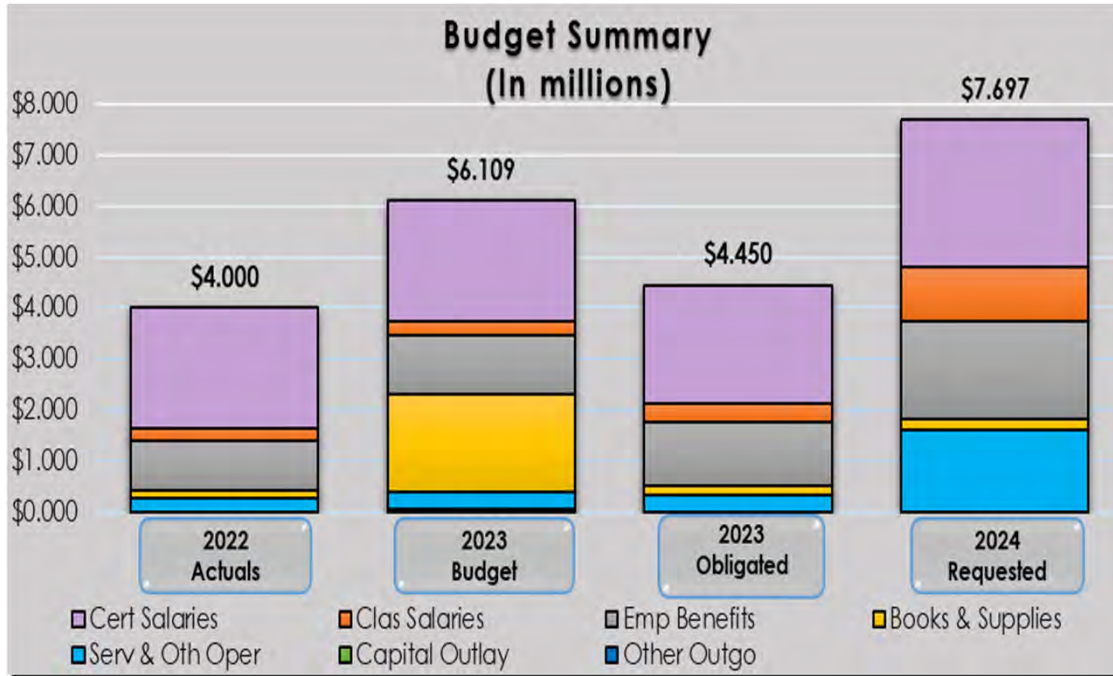
(Request funded by Expanded learning Opportunities Program)

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	4.00	4.00	0.00	8.00	4.00
Classified	150.81	56.13	94.69	227.00	76.19
Management	84.00	23.00	61.00	86.00	2.00
Total FTE	238.81	83.13	155.69	321.00	82.19

College and Career Readiness

Expand student centered & real-world learning experiences



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	1.60	1.60	0.00	4.60	3.00
Classified	0.44	0.44	0.00	5.00	4.56
Management	23.00	23.00	0.00	30.00	7.00
Total FTE	25.04	25.04	0.00	39.60	14.56

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 2.0 FTE Coordinator II – \$345,000
- Add 3.0 FTE Teacher – \$305,000
- Add 2.0 FTE Counselor – \$310,000
- Add 2.0 FTE Manager II – \$420,000
- Add 1.0 FTE Analyst – \$145,000
- Add 1.0 FTE Secretary II – \$100,000
- Add 1.0 FTE Spanish Community Liaison – \$90,000
- Add 1.0 FTE Registrar – \$100,000
- Add 1.0 FTE Administrative Secretary – \$105,000
- Add 0.56 FTE Child Welfare and Attendance Specialist to support Steve Scholars – \$20,000
- Support career exploration – \$100,000
- Support Historical Black College – \$210,000 (Funded from Title I)
- Add transportation to support college trips – \$200,000 (Funded from Title I)

One-Time:

- Support Historical Black College – \$300,000
- Support Counselor professional learning – \$85,000
- Support Dual enrollment - \$300,000

One-Time Recovery:

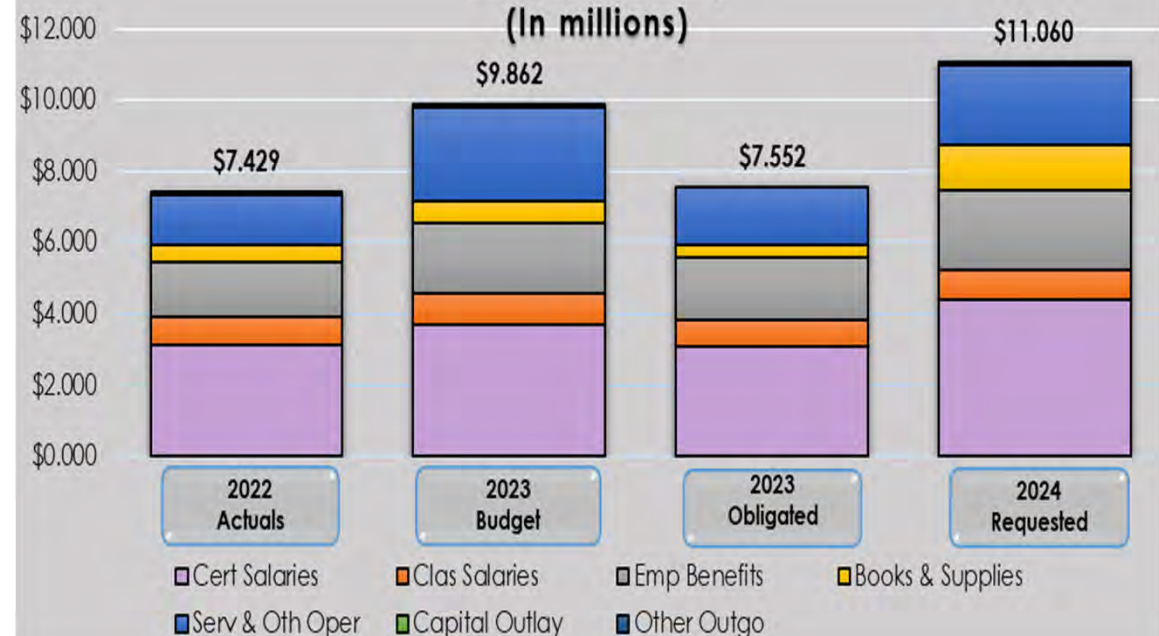
- Continue IMAGO contract – \$200,000

**Augmentation 14.5 FTE – \$2.5 million ongoing;
\$885,000 (one-time)**

English Learners

Expand student centered & real-world learning experiences

Budget Summary
(In millions)



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 2.0 FTE Manager II – \$375,000
- Support American Indian – \$50,000
- Reduce .50 FTE Intervention Specialist from Title I

One-Time Recovery:

- Support Tiger Bytes Application – \$40,000
- Support peer mentoring services – \$100,000
- Expand Rosetta Stone licenses – \$75,000
- Support Hmong Consultant – \$10,000
- Support Orchid Translation Services – \$120,000
- Support professional learning – \$375,000

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	17.38	17.38	0.00	17.38	0.00
Classified	15.38	12.44	2.94	14.88	-0.50
Management	7.00	7.00	0.00	9.00	2.00
Total FTE	39.76	36.81	2.94	41.25	1.50

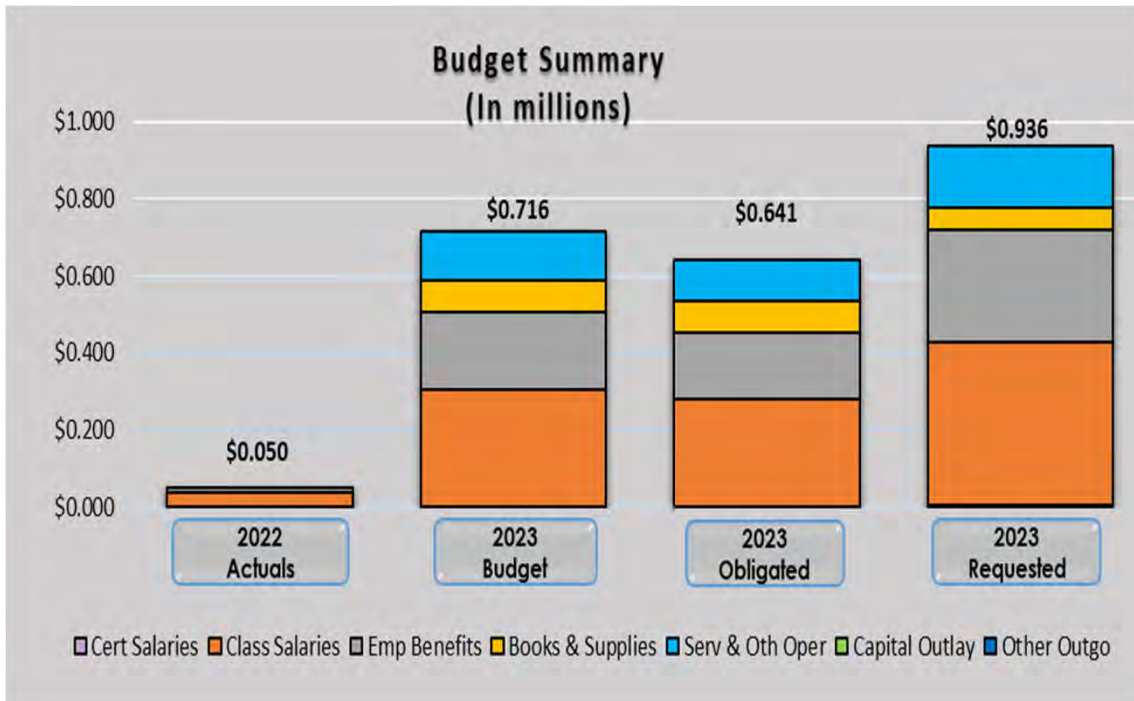
**Augmentation 2.0 FTE – \$425,000 ongoing;
\$720,000 (one-time)**

Increase inclusive opportunities for families to engage in their student's education

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Translation Services	--	--	--	\$0.2	2.0
Parent University	\$0.4	--	--	--	2.0
Communications	--	--	\$0.1	\$0.3	--
School Leadership	--	--	\$0.4	\$0.1	1.0
Engagement & External Partnerships	--	--	--	\$0.2	--
Board Office	--	--	--	\$0.1	1.0
Business and Financial Services	--	--	--	\$0.0	--
Total	\$0.4	--	\$0.5	\$0.9	6.0

Translation Services

Increase inclusive opportunities for families to engage in their student's education



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Hmong Translator – \$90,000
- Add 1.0 FTE Office Assistant – \$80,000
- Add supplies – \$9,000

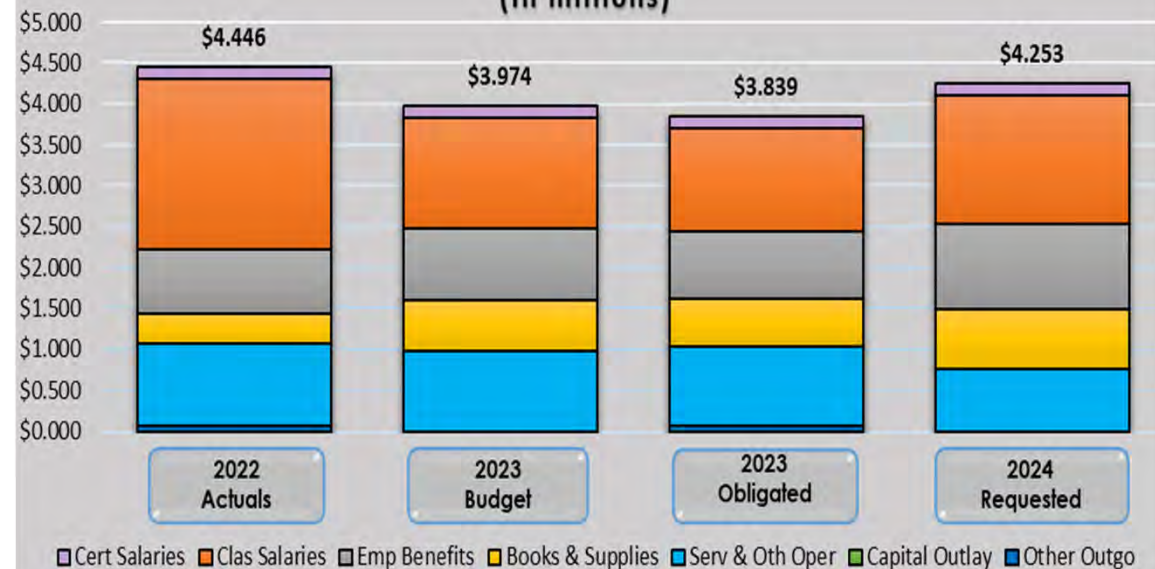
FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	3.00	3.00	0.00	5.00	2.00
Management	1.00	1.00	0.00	1.00	0.00
Total FTE	4.00	4.00	0.00	6.00	2.00

Augmentation 2.0 FTE – \$179,000 ongoing

Parent University

Increase inclusive opportunities for families to engage in their student's education

**Budget Summary
(In millions)**



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 2.0 FTE Community Education Specialist (Offset by \$240,000 in contracts in Title I)

One-Time Recovery:

- Professional development for Home School Liaisons – \$200,000
- Family Leadership Advocacy – \$200,000

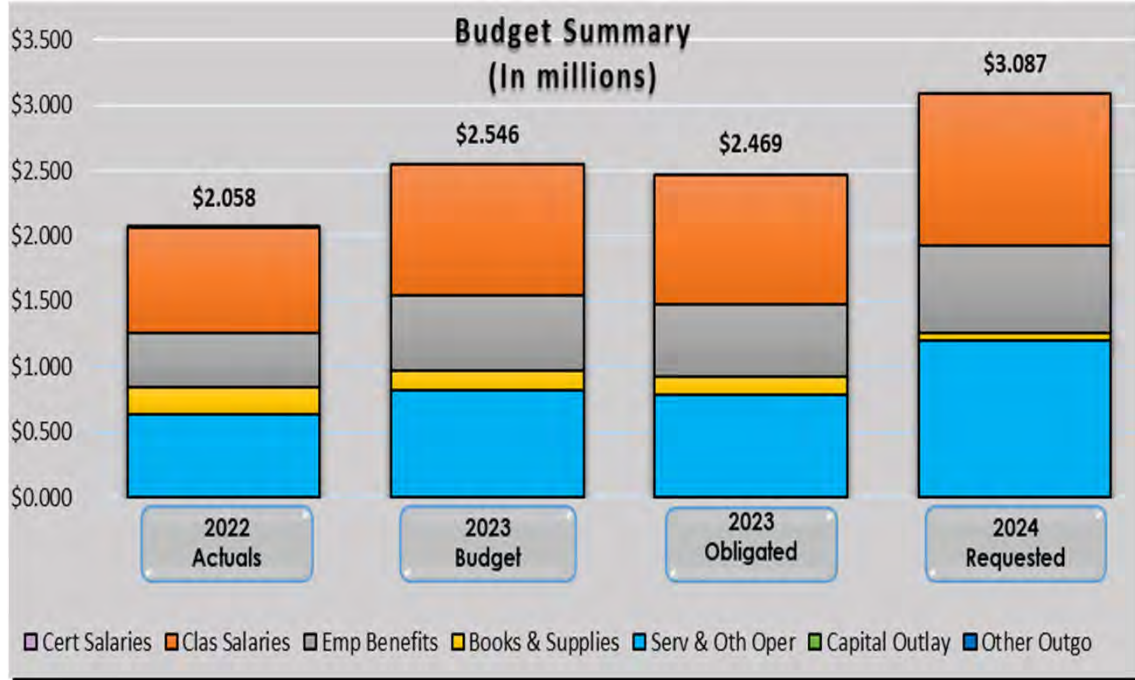
Augmentation 2.0 FTE – \$400,000 (one-time)

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	12.00	12.00	0.00	14.00	2.00
Management	5.00	4.00	1.00	5.00	0.00
Total FTE	17.00	16.00	1.00	19.00	2.00

Communications

Increase inclusive opportunities for families to engage in their student's education



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Support district-wide events – \$100,000
- Add Final Site contract – \$230,000

One-Time:

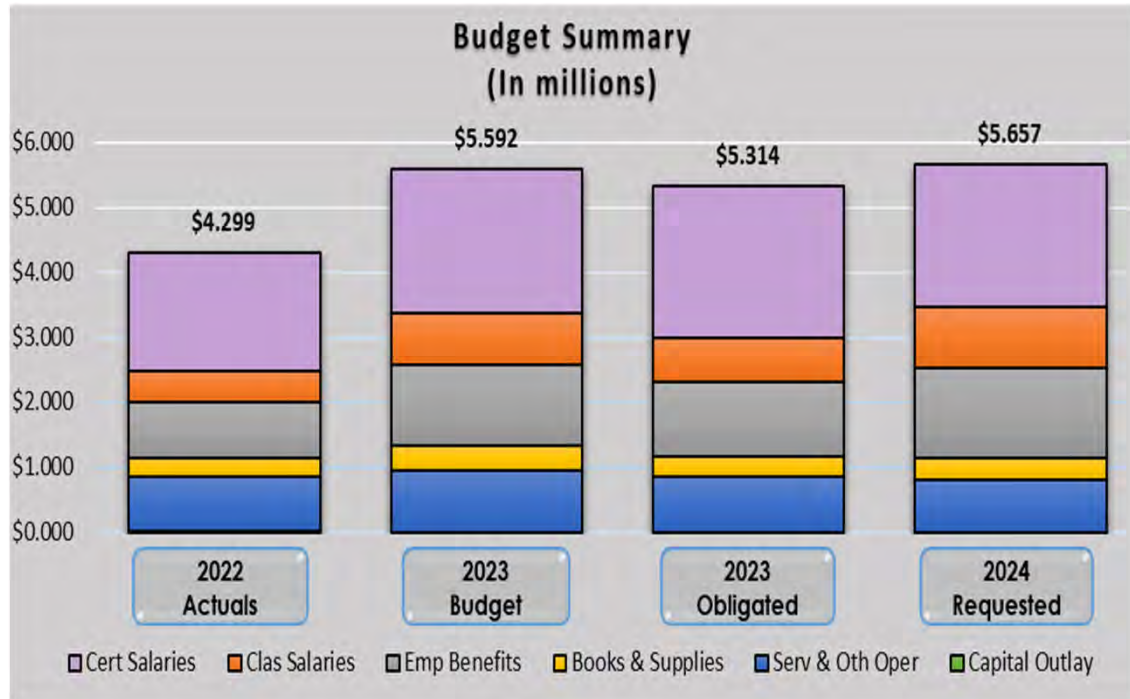
- Add marketing contract – \$100,000

Augmentation \$330,000 ongoing; \$100,000 (one-time)

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	7.00	7.00	0.00	7.00	0.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	11.00	11.00	0.00	11.00	0.00

School Leadership

Increase inclusive opportunities for families to engage in their student's education



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.25	0.00	0.25	0.25	0.00
Classified	8.80	6.80	2.00	8.80	0.00
Management	13.00	13.00	0.00	14.00	1.00
Total FTE	22.05	19.80	2.25	23.05	1.00

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Manager II – \$210,000
- Add support for school oversight – \$120,000
- Shift After School Program to Extended Learning – (\$220,000)

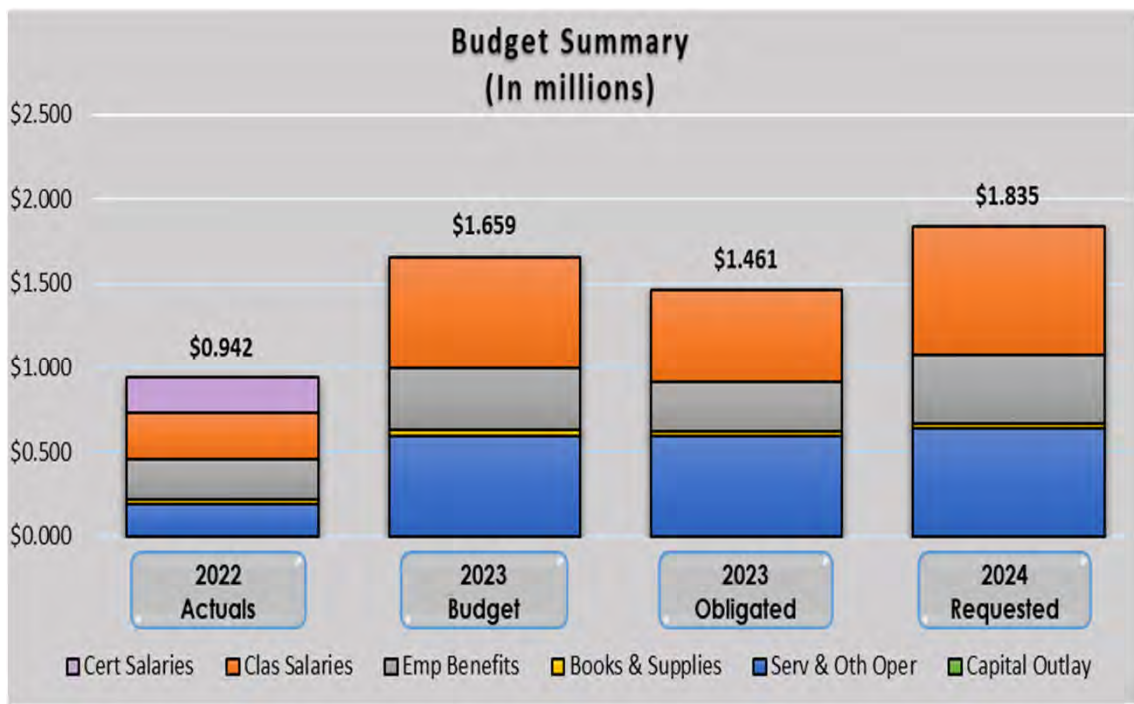
One-Time:

- Add enterprise software – \$185,000
- Support district-wide staff meetings – \$200,000

**Augmentation 1.0 FTE – \$110,000 ongoing;
\$385,000 one-time**

Engagement & External Partnerships

Increase inclusive opportunities for families to engage in their student's education



2023/24 Budget Notes:

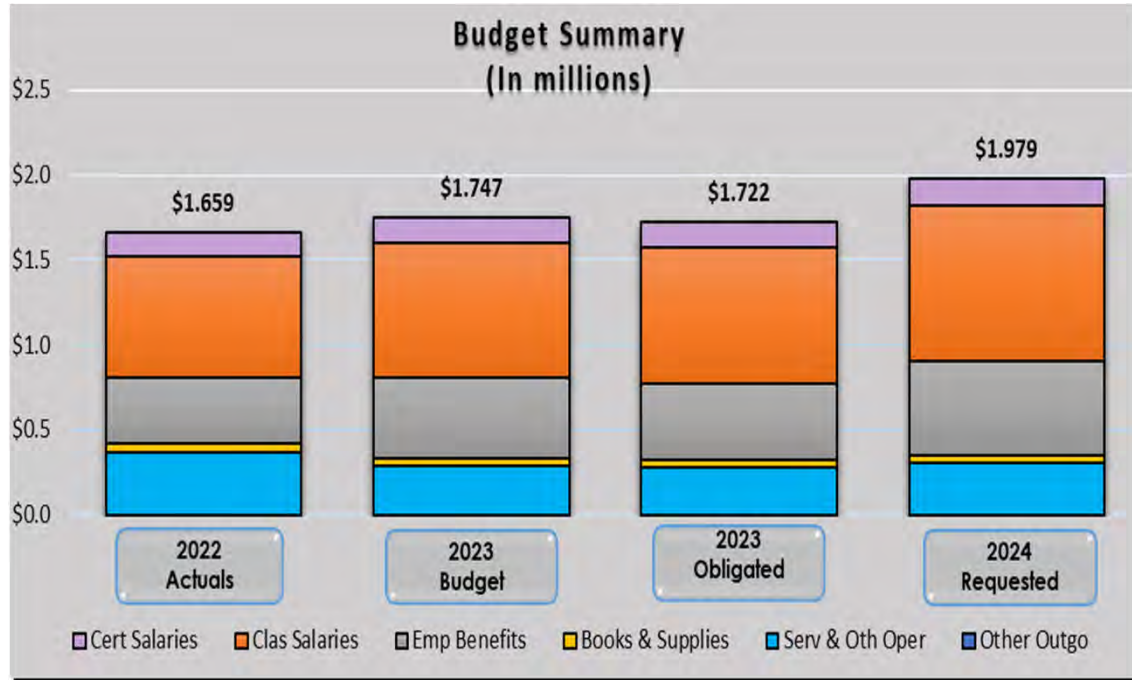
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add marketing and communications – \$150,000

Augmentation \$150,000 ongoing

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	2.00	2.00	0.00	2.00	0.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	6.00	6.00	0.00	6.00	0.00

Board Office

Increase inclusive opportunities for families to engage in their student's education



2023/24 Budget Notes:

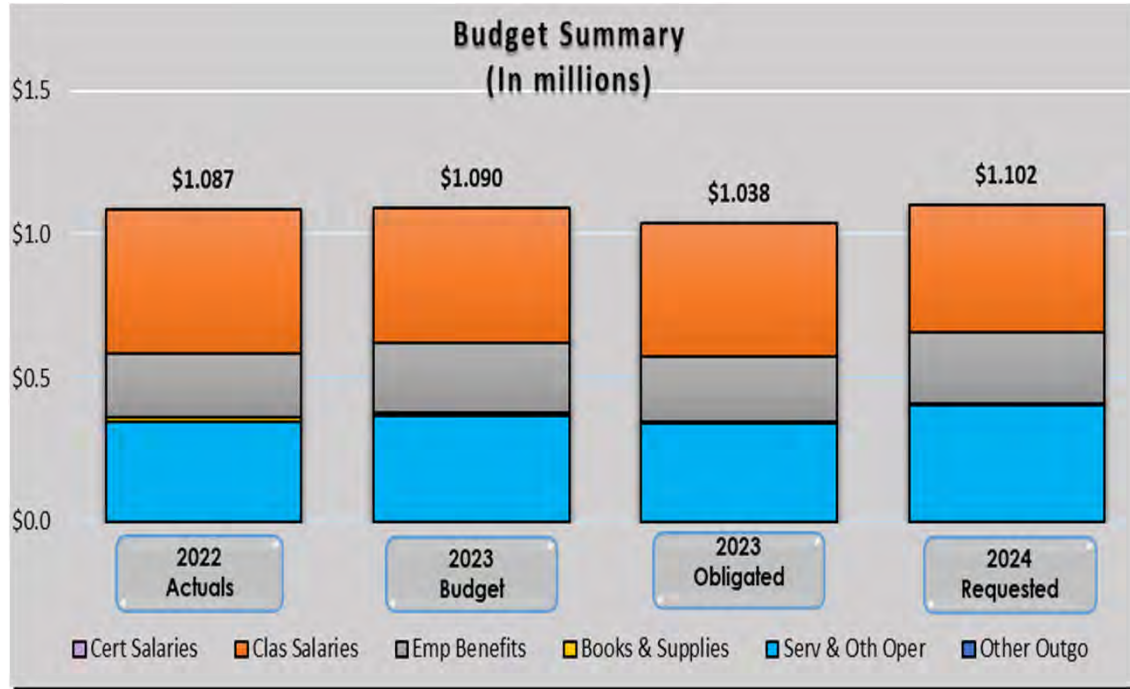
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Administrative Secretary I – \$110,000
- Add supplies \$6,000

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	12.06	12.02	0.04	13.06	1.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	15.06	15.02	0.04	16.06	1.00

Augmentation 1.0 FTE – \$116,000 ongoing

Business and Financial Services

Increase inclusive opportunities for families to engage in their student's education



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add budget book software support – \$15,000

Augmentation \$15,000 ongoing

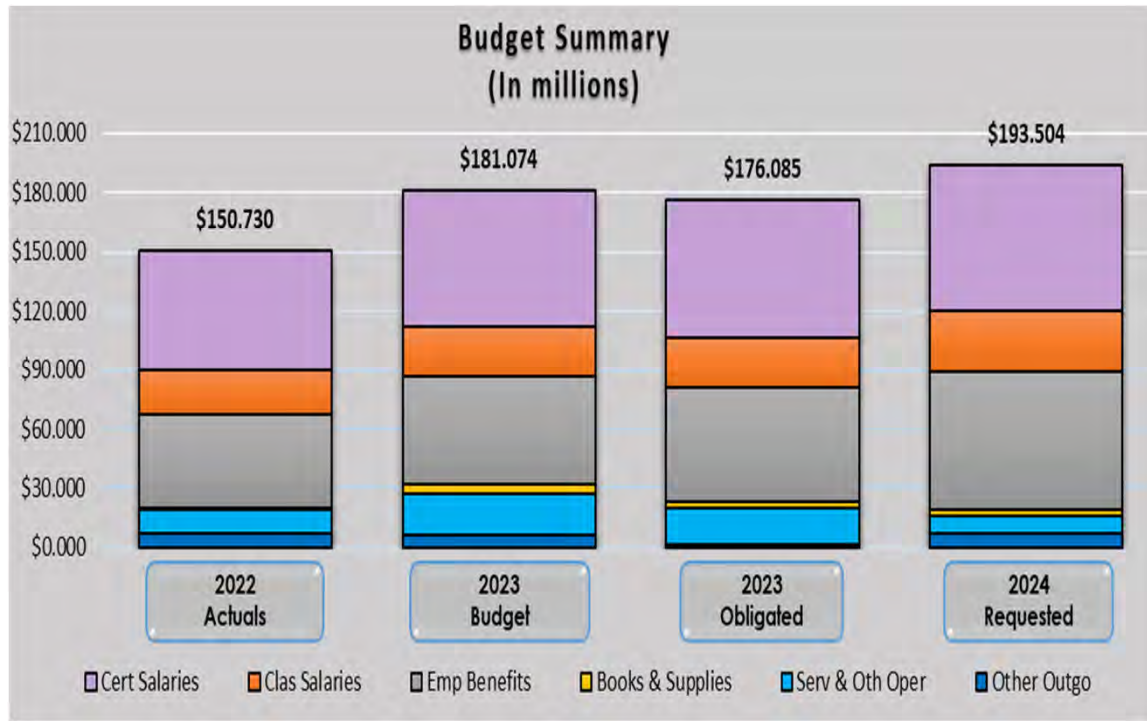
FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	2.00	2.00	0.00	2.00	0.00
Total FTE	3.00	3.00	0.00	3.00	0.00

Increase recruitment and retention of staff reflecting the diversity of the community

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Special Education	\$2.8	--	--	\$7.1	39.5
Human Resources/Labor Relations	--	--	\$0.8	\$2.4	12.0
Leadership Development	\$1.1	--	--	\$0.1	1.0
State & Federal	--	--	--	\$0.3	1.0
Teacher Professional Development	\$4.4	--	--	--	--
Charter Office	--	--	--	\$0.2	1.0
Total	\$8.3	--	\$0.8	\$10.1	54.5

Special Education

Increase recruitment and retention of staff reflecting the diversity of the community



2023/24 Budget Notes:

- *Net increase includes: salary increase, statutory, health and welfare benefits, etc.*
- Add 2.0 Guidance Learning Advisors at specialty schools – \$305,000
- Add 1.0 FTE Assistant Superintendent – \$255,000
- Add 1.0 FTE Administrative Secretary II – \$110,000
- Add 1.0 FTE Director – \$220,000
- Add 2.0 FTE Manager III – \$380,000
- Add 1.0 FTE Manager II – \$200,000
- Add 1.0 FTE Program Technician – \$95,000
- Add 6.0 FTE Behavior Support Advisors – \$1.0 million
- Add 1.0 FTE Budget Technician II – \$90,000
- Add 3.0 FTE School Office Assistants – \$200,000
- Convert Lori Ann Preschool Teachers from 206 days to 215 days – \$95,000
- Add 20.5 FTE Paraeducators – \$1.9 million
- Upgrade 86 positions Paraeducators to support diapering and toileting – \$100,000
- Upgrade 58 positions from 3.5 hours to 6 hours – \$2.1 million

One-Time Recovery:

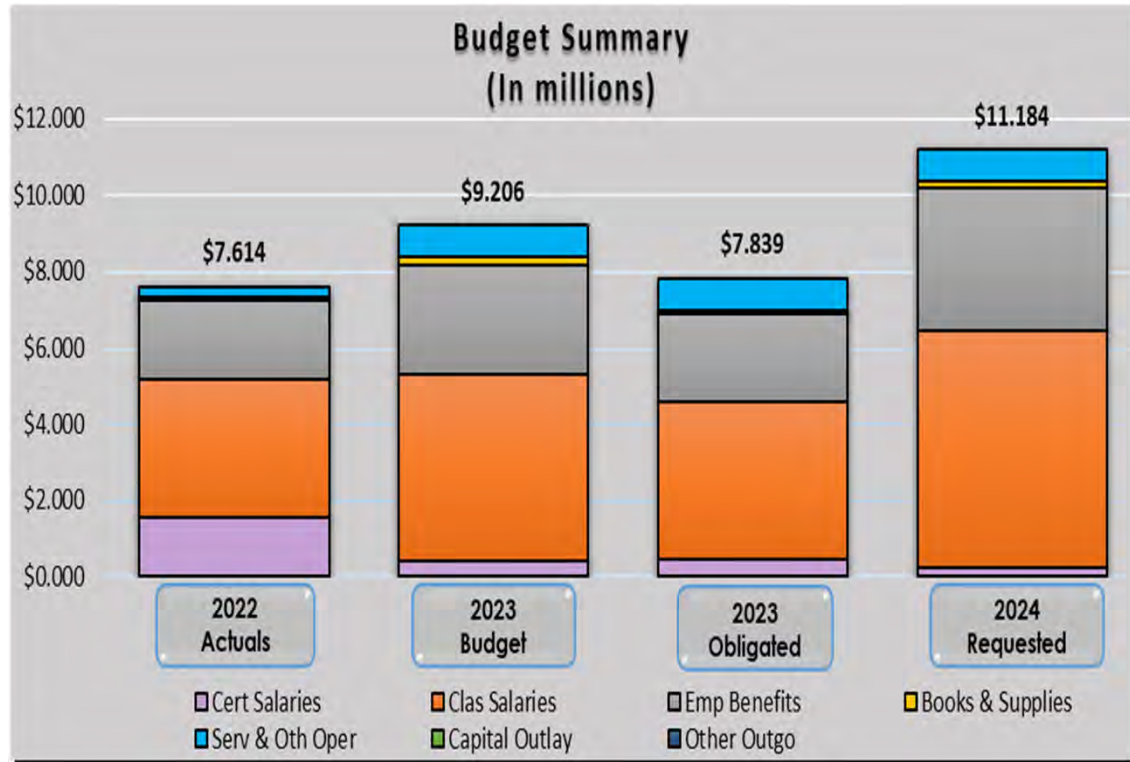
- Continue Registered Behavioral Technician contract – \$805,000
- Continue Wonderworks Goalbook – \$350,000
- Continue Paraeducator contract support – \$1.6 million

Augmentation 39.5 FTE – \$7.1 million ongoing; \$2.8 million (one-time)

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	728.54	634.39	94.14	738.40	9.86
Classified	773.19	622.56	150.63	828.66	55.47
Management	107.38	95.48	11.90	116.70	9.33
Total FTE	1,609.10	1,352.43	256.67	1,683.76	74.66

Human Resources/Labor Relations

Increase recruitment and retention of staff reflecting the diversity of the community



FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	1.00	1.00	0.00	1.00	0.00
Classified	37.00	27.00	10.00	38.00	1.00
Management	24.00	21.00	3.00	35.00	11.00
Total FTE	62.00	49.00	13.00	74.00	12.00

2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Administrator – \$215,000
- Add 2.0 FTE Directors – \$410,000
- Add 2.0 FTE Manager III – \$395,000
- Add 3.0 FTE Coordinator I – \$455,000
- Add 1.0 FTE Administrative Analyst – \$200,000
- Add 1.0 FTE Analyst II – \$175,000
- Add 2.0 FTE Data Specialist II – \$235,000
- Add artificial intelligence to support reporting – \$175,000
- Add training protocol for new hires – \$100,000

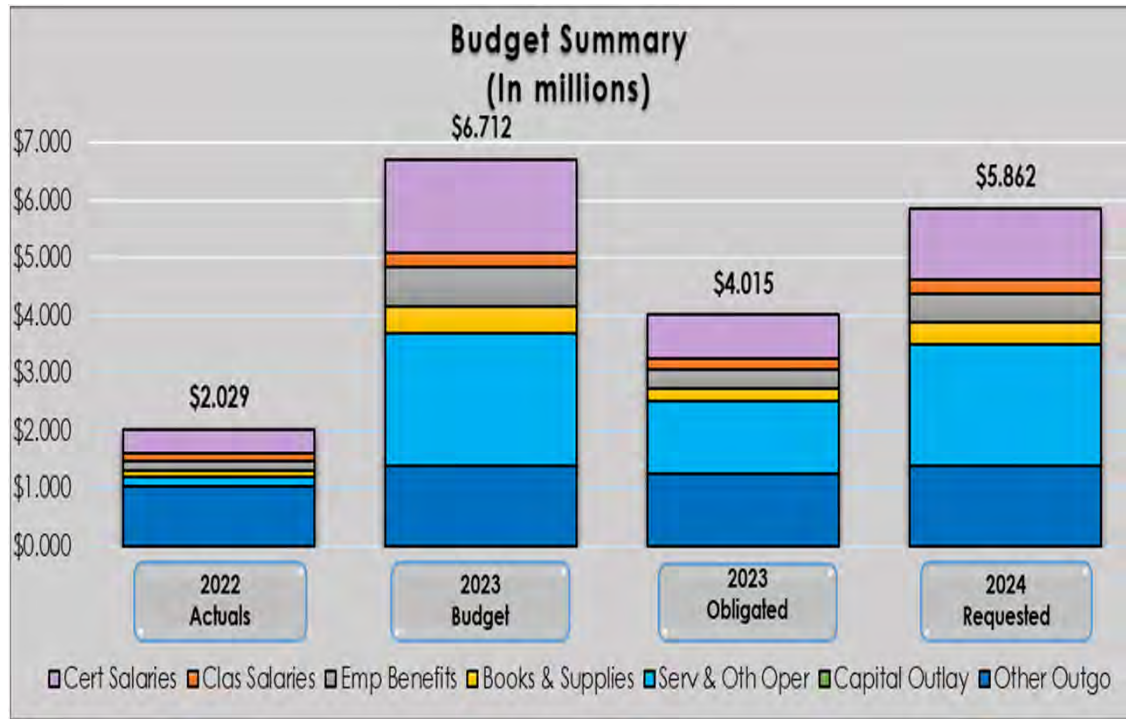
One-Time:

- Support negotiation costs – \$450,000
- Add supplies for new staff – \$15,000
- Develop orientation and training modules – \$250,000
- Add contract to recruit hard-to-fill – \$100,000

Augmentation 12.0 FTE – \$2.4 million ongoing; \$815,000 (one-time)

Leadership Development

Increase recruitment and retention of staff reflecting the diversity of the community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Administrative Secretary – \$105,000

One-Time Recovery:

- Continue Vice Principal mentors – \$150,000
- Continue new Administrator coaching – \$230,000
- Continue 3-day administrator summer institute – \$285,000
- Breakthrough Leadership – \$315,000
- Coaching equity sessions – \$75,000
- Decrease 5.0 FTE TSA

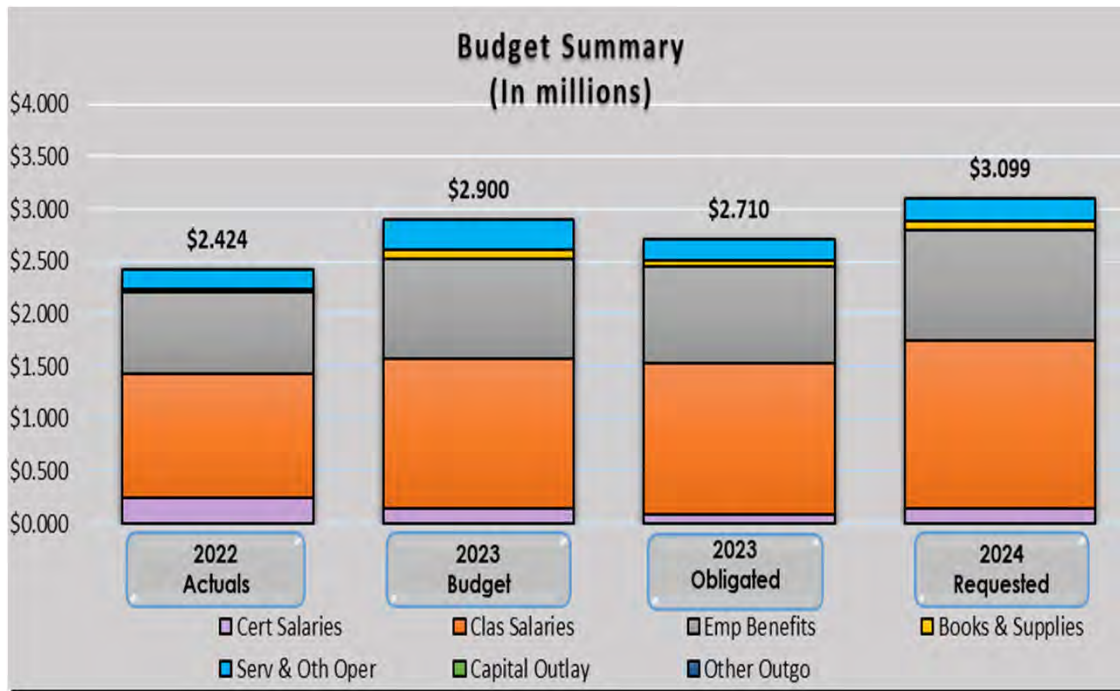
FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	5.00	0.00	5.00	0.00	-5.00
Classified	2.00	0.00	2.00	3.00	1.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	11.00	4.00	7.00	7.00	-4.00

Augmentation 1.0 FTE – \$105,000 ongoing; \$1.1 million (one-time)

State & Federal

Increase recruitment and retention of staff reflecting the diversity of the community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Student Transfers Project Manager – \$165,000
- Shift Analyst from one-time funds – \$140,000 (Funded by Title I)

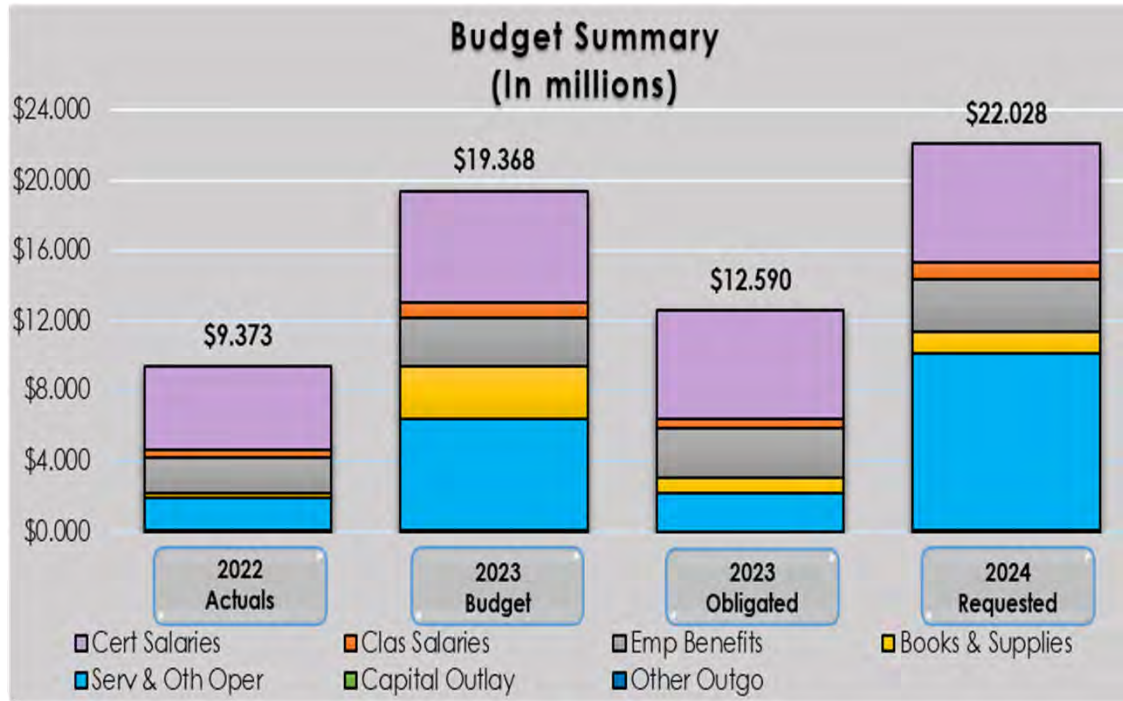
FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	10.00	9.00	1.00	10.00	0.00
Management	8.00	7.00	1.00	9.00	1.00
Total FTE	18.00	16.00	2.00	19.00	1.00

Augmentation 1.0 FTE – \$305,000 ongoing

Teacher Professional Development

Increase recruitment and retention of staff reflecting the diversity of the community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

One-Time Recovery:

- Continue tuition fees for year one and two interns – \$470,000
- Continue partnership with Fresno Pacific for Masters in Reading – \$275,000
- Continue Math Institute – \$140,000
- Continue Literacy Institute – \$140,000
- Continue summer Teacher Academy – \$500,000
- Continue Special Education Teacher Residency – \$260,000
- Continue STEAM pipeline – \$900,000
- Continue Dual Immersion Academy – \$190,000
- Continue Literacy Master and Dual Enrollment – \$340,000
- Continue Ethnic Studies Institute – \$200,000
- Continue Aspiring Teacher Cohort – \$110,000
- Continue Coaching Institute – \$36,000
- Continue Teacher Tutoring Academy – \$350,000
- Continue extra days for TSA's to support summer and winter programs – \$130,000
- Continue Substitute Teacher pipeline – \$320,000

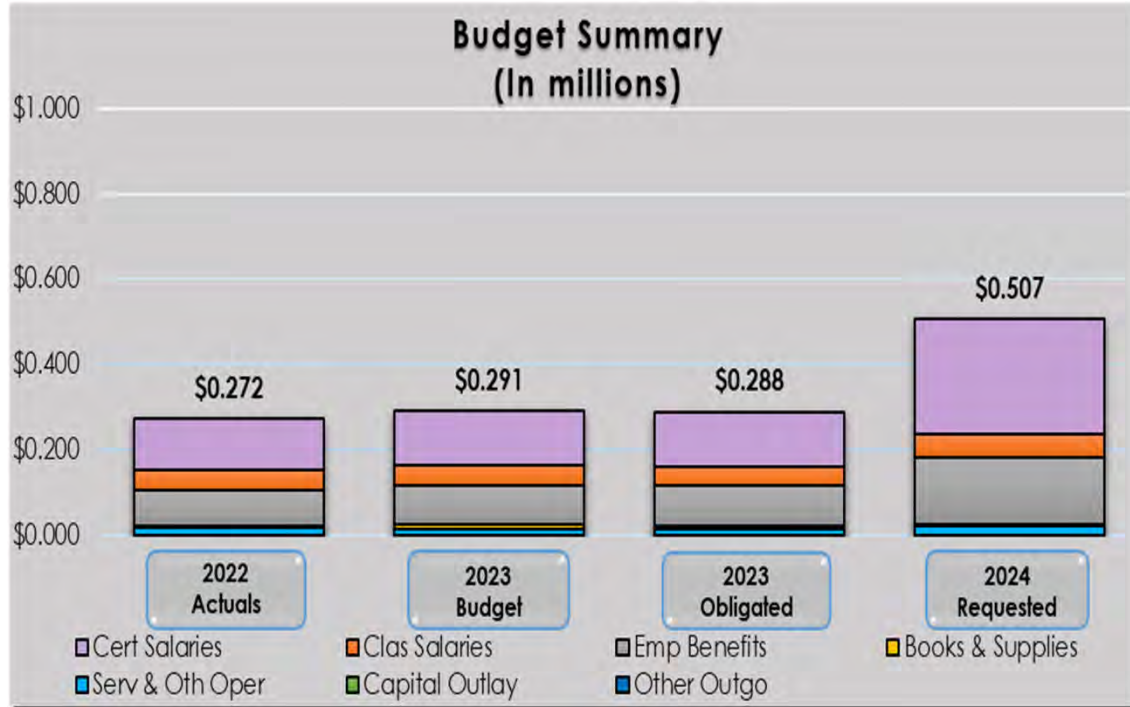
Augmentation \$4.4 million (one-time)

FTE SUMMARY

Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	43.00	43.00	0.00	40.00	-3.00
Classified	3.00	2.00	1.00	3.00	0.00
Management	6.00	6.00	0.00	5.00	-1.00
Total FTE	52.00	51.00	1.00	48.00	-4.00

Charter Office

Increase recruitment and retention of staff reflecting the diversity of the community



2023/24 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Add 1.0 FTE Manager II – \$160,000

FTE SUMMARY					
Job Class	2023 Budgeted	2023 Filled	2023 Vacant	2024 Request	2024 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	0.90	0.10	1.00	0.00
Management	1.00	1.00	0.00	2.00	1.00
Total FTE	2.00	1.90	0.10	3.00	1.00

Augmentation 1.0 FTE – \$160,000 ongoing

Summary

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Improve academic performance at challenging levels	\$35.5	30.0	\$5.7	\$29.3	83.6
Increase student engagement in the school & community	\$6.1	--	\$10.1	\$14.4	83.0
Expand student centered & real-world learning experiences	\$0.7	--	\$0.9	\$2.9	22.0
Increase inclusive opportunities for families to engage in their student's education	\$0.4	--	\$0.5	\$0.9	6.0
Increase recruitment and retention of staff reflecting the diversity of the community	\$8.3		\$0.8	\$10.1	54.5
Total	\$51.0	30.0	\$18.0	\$57.6	249.1

Already included in the multi-year projections are utilities, site and department allocations, maintenance support, and technology of \$13.6 million.

Upcoming Budget Discussions

- Public Hearings of LCAP and Budget
 - June 14, 2023
- Public Adoption of LCAP and Budget
 - June 21, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM B-33

AGENDA SECTION: B

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Discuss and Approve the Fresno Unified Expanded Learning Opportunities Program Funding Plan

ITEM DESCRIPTION: Included in the Board binders is a presentation of the Fresno Unified Expanded Learning Opportunities Program (ELOP) Funding Plan. The presentation will include information on focuses, strategies and methods that the Extended Learning Department proposes to implement in order meet the ELOP funding requirements from the California Department of Education (CDE) including expanding after school programs and intersession for all Unduplicated Pupils in transitional kindergarten through sixth grade.

Additionally, the presentation will also include an update on the proposed use of ELOP carry-over funding for the Aviation Training and Engagement Center to be located at Chandler Airport. This presentation of the ELOP funding plan is aligned with the CDE's requirement for review and approval.

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

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

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

SUPERINTENDENT APPROVAL:







Fresno Unified School District

College & Career Readiness - Extended Learning

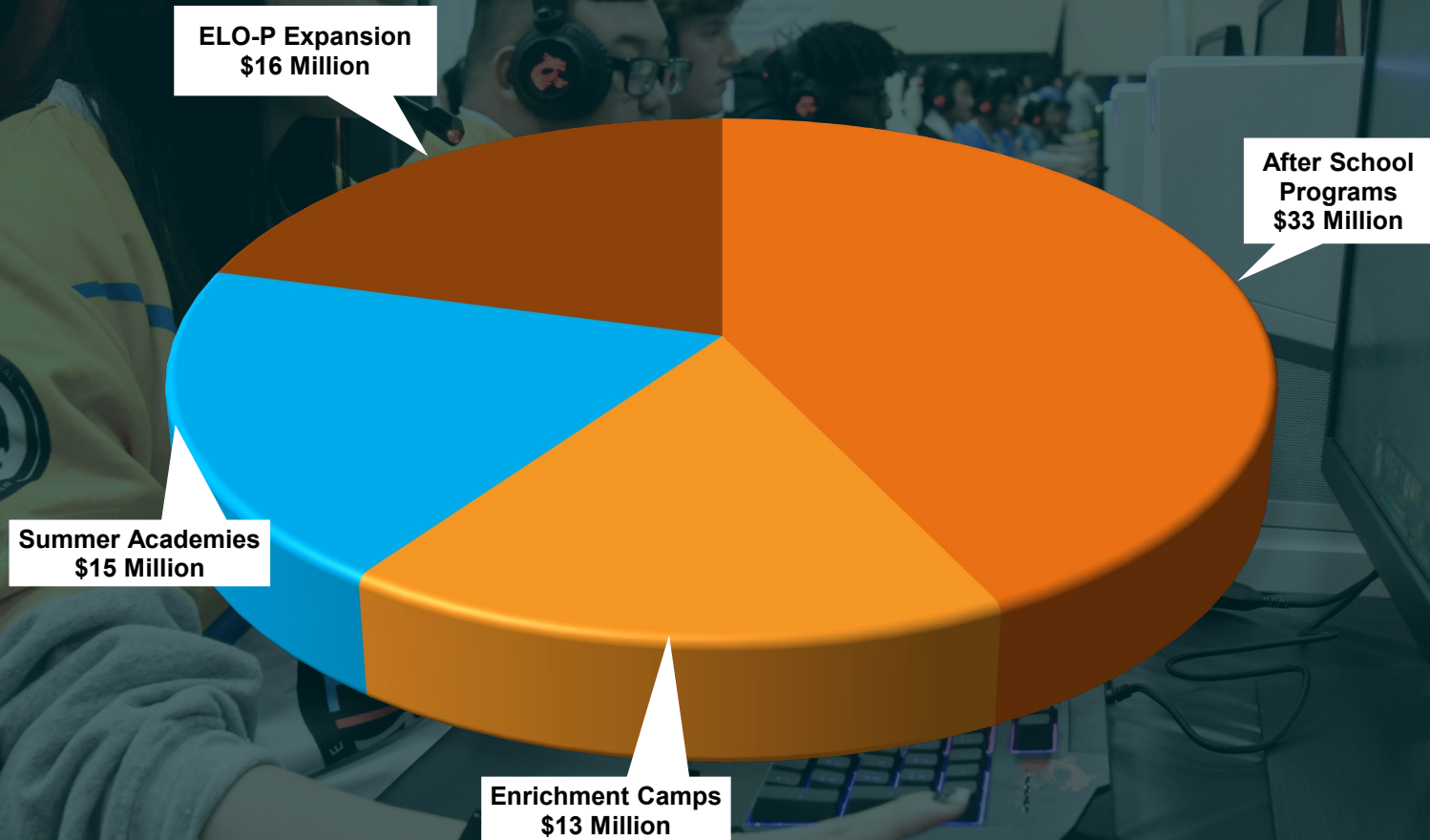
Achieving our Greatest Potential!

EXPANDED LEARNING OPPORTUNITIES PROGRAM BUDGET PRESENTATION

May 24, 2023

ELO-P INVESTMENT & EXPANSION OVERVIEW

ELO-P INVESTMENTS - \$77 MILLION



ELO-P REQUIREMENTS

Prioritizes grades TK-6 students

Offer access to 100% of unduplicated students

Offer 30 additional days – 9 hours

KEY STRATEGIES



Expanded School
Resources



Expand Access to Summer
Learning



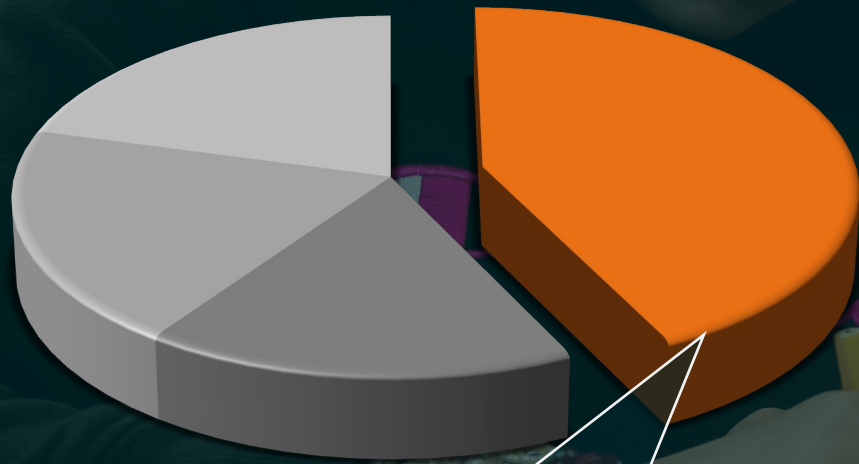
Expand Access to
Enrichment



Partner with High Quality
CBO's

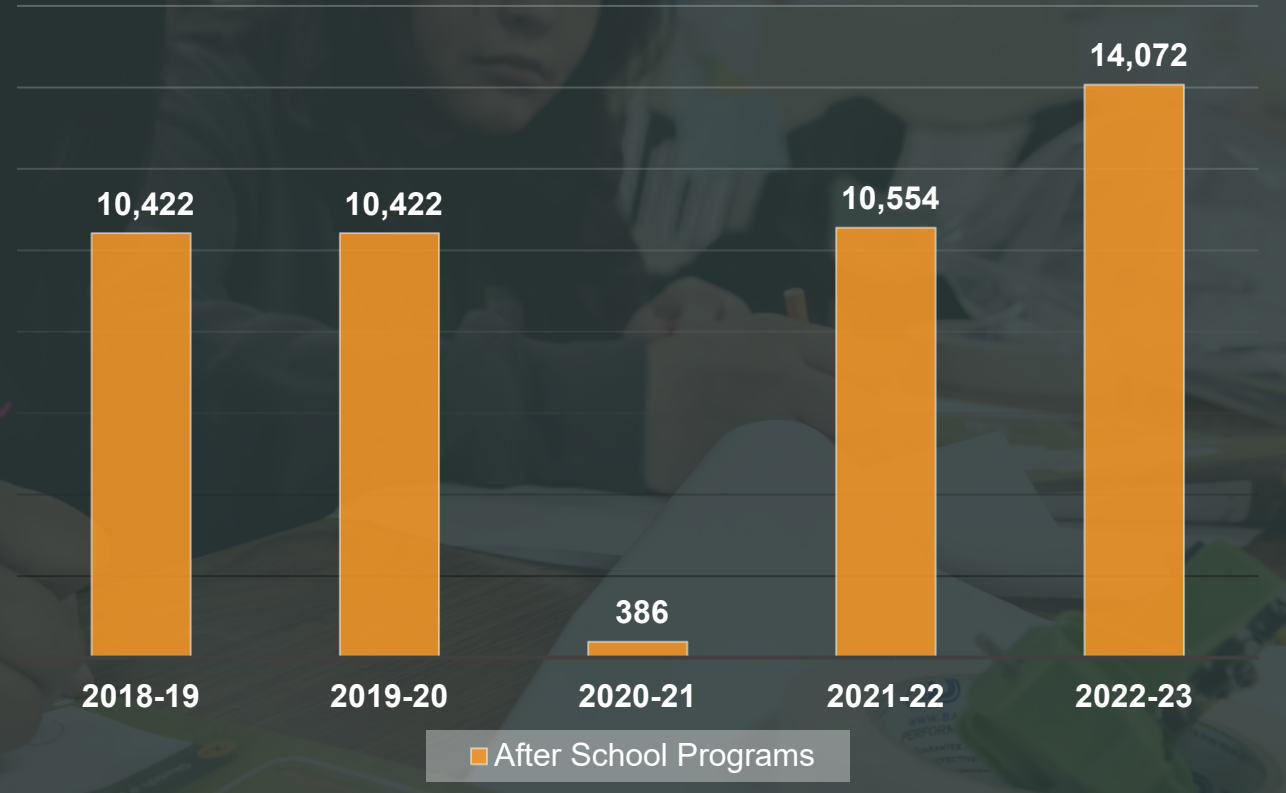


AFTER SCHOOL PROGRAMS - \$33 MILLION

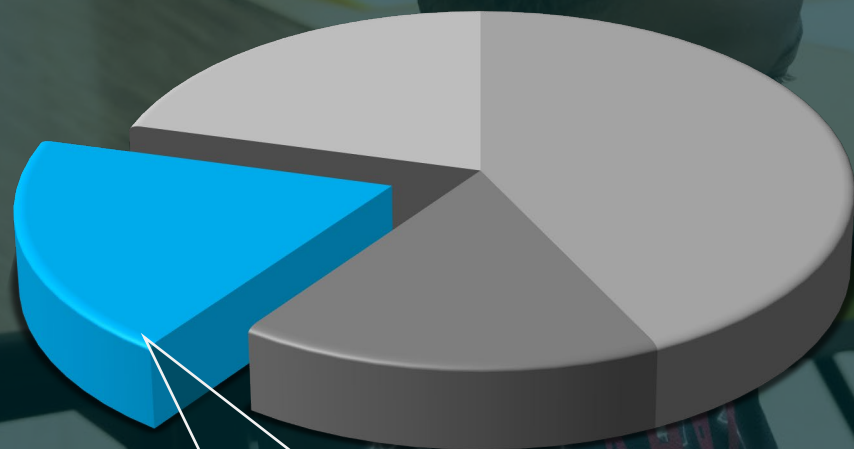


\$33 Million

After School Programs Enrollment

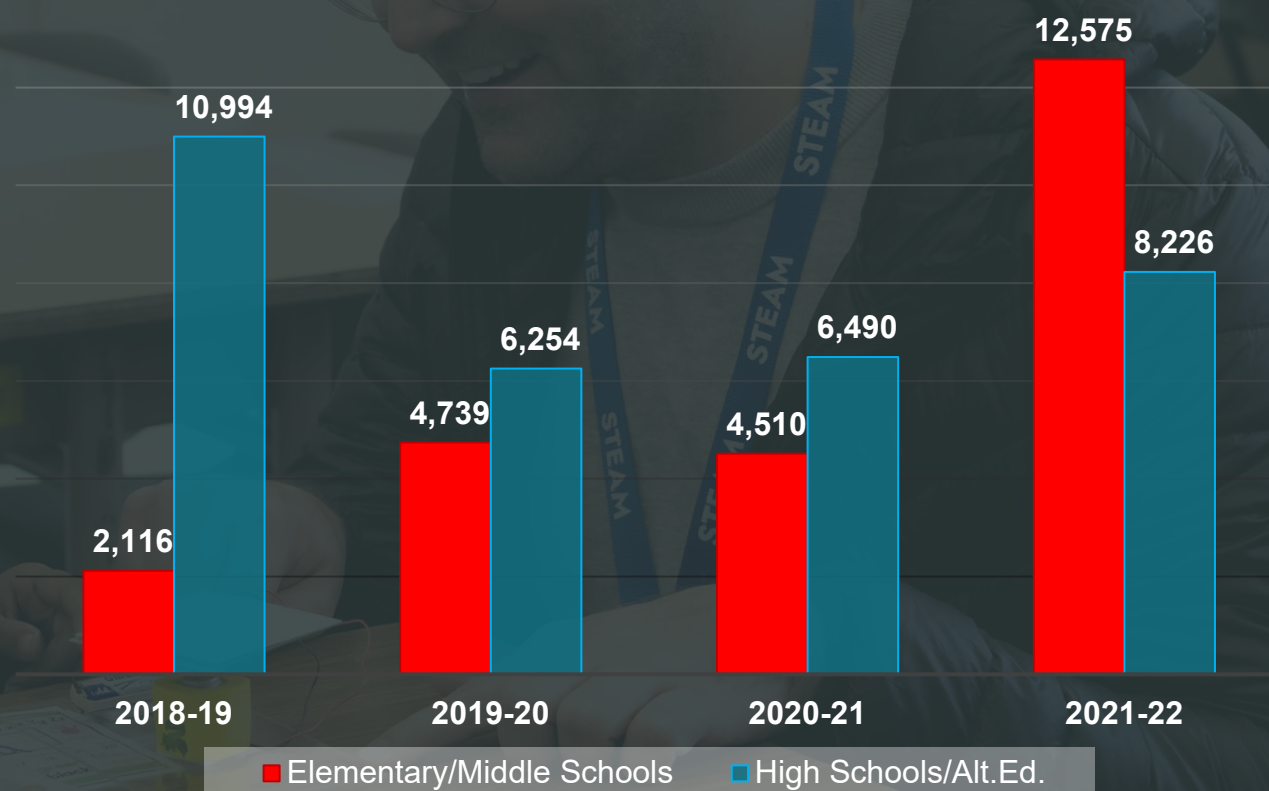


SUMMER ACADEMIES - \$15 MILLION

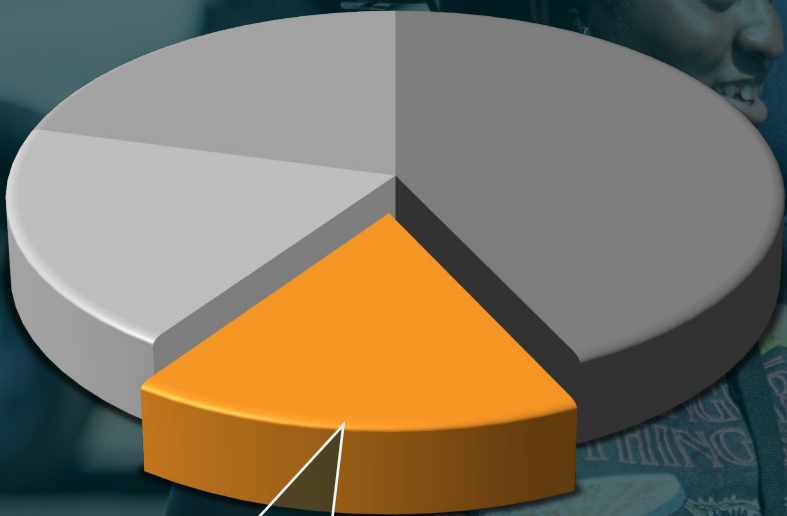


\$15 Million

Summer Academies Enrollment

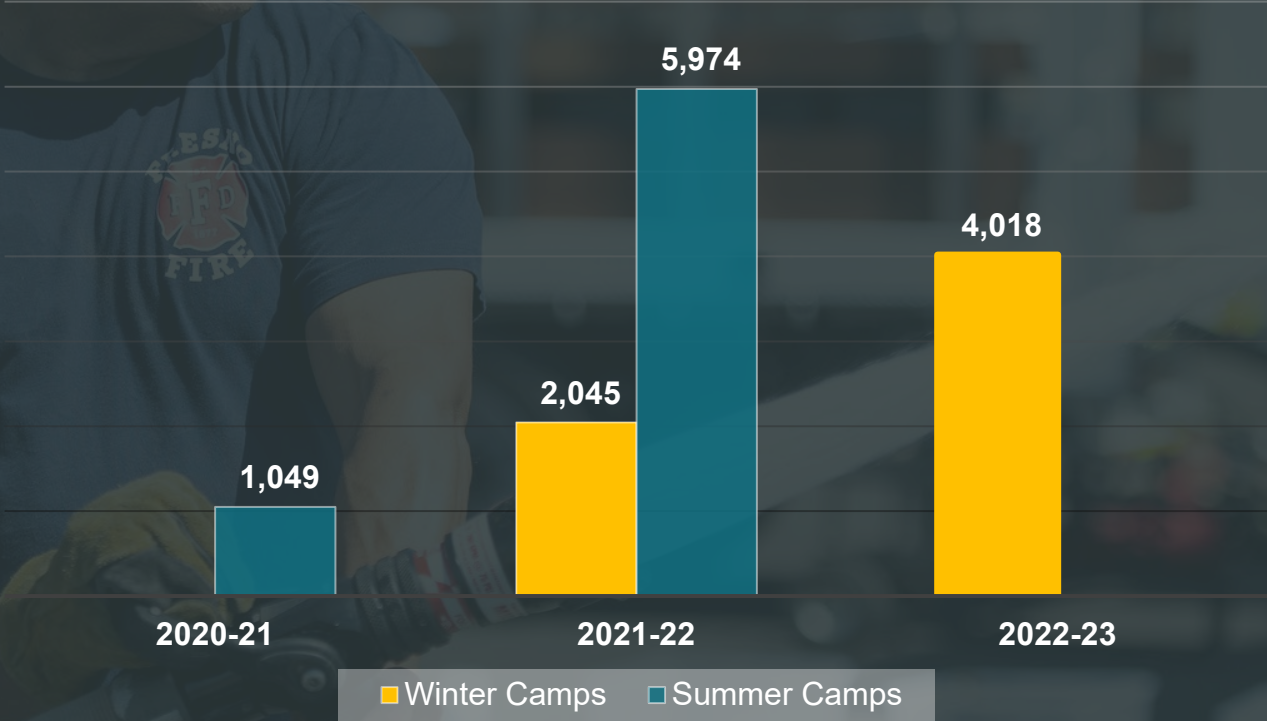


ENRICHMENT CAMPS - \$13 MILLION



\$13 Million

Enrichment Camps Enrollment



ELO-P EXPANSION SUPPORT - \$16 MILLION

\$16 Million

Extended Learning Coordinators - \$9 Million

African American Academic Acceleration Programs - \$3.4 Million

Early Learning, EL Services - \$0.8 Million

Athletics - \$1.1 Million

Recreational Activities - \$0.4 Million

Aviation Opportunities in Fresno Unified



Aviation Outcomes and Opportunities

- 11th & 12th half-day training program
- Certification & Licensure for Pilot Training
- Certification for Mechanical/Technician Training
- Dual Enrollment
- Internships
- School-day Engagement Center
- Aviation Summer & Winter Camps
- Afterschool Programs

W Whitesbride Ave

W Amador St

FRESNO CHANDLER EXECUTIVE AIRPORT

ZONE 5

ZONE 6

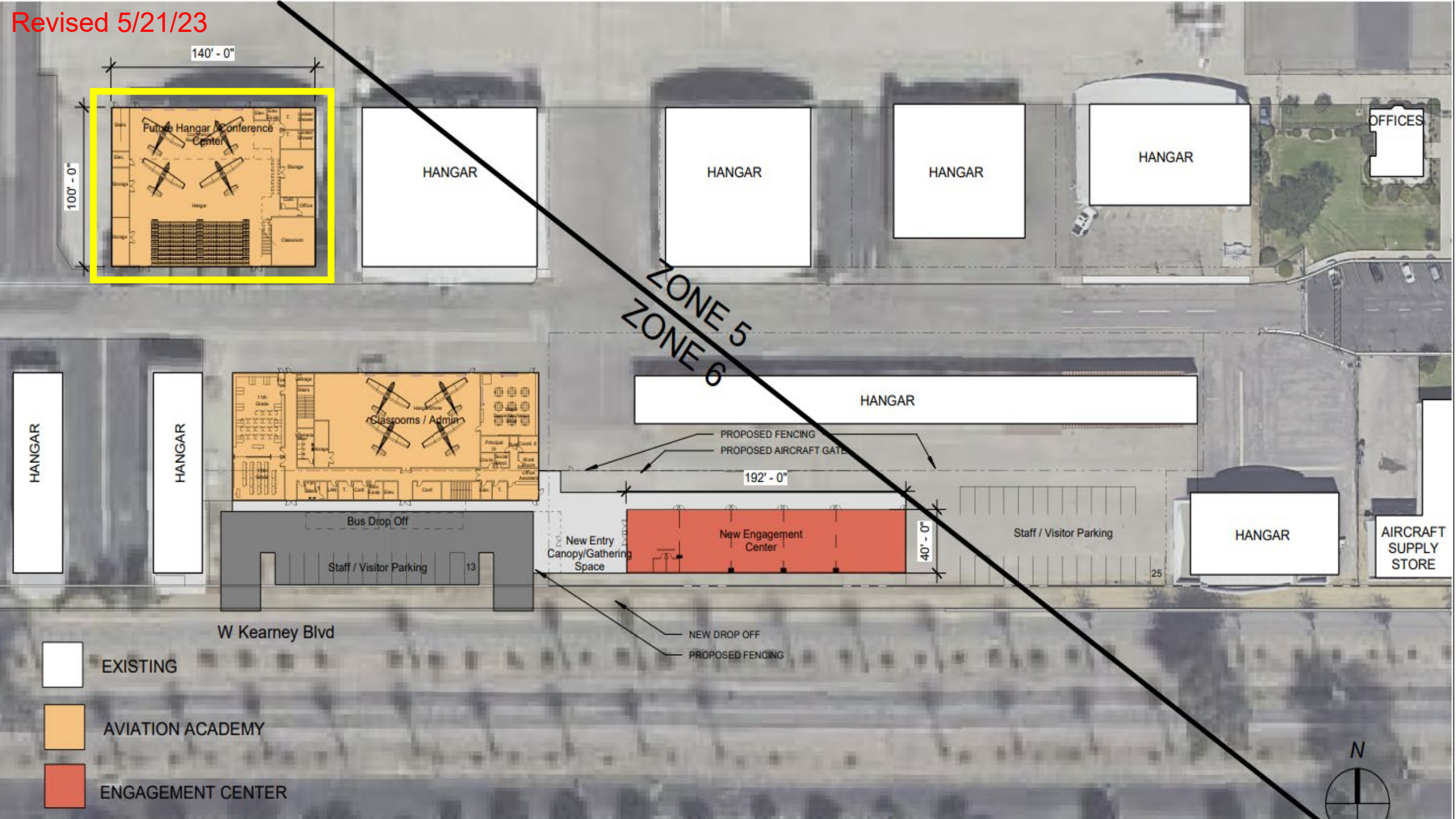
Enlarged Site Plan
See EX-02

W Kearney Blvd

S West Ave

S Thorne Ave



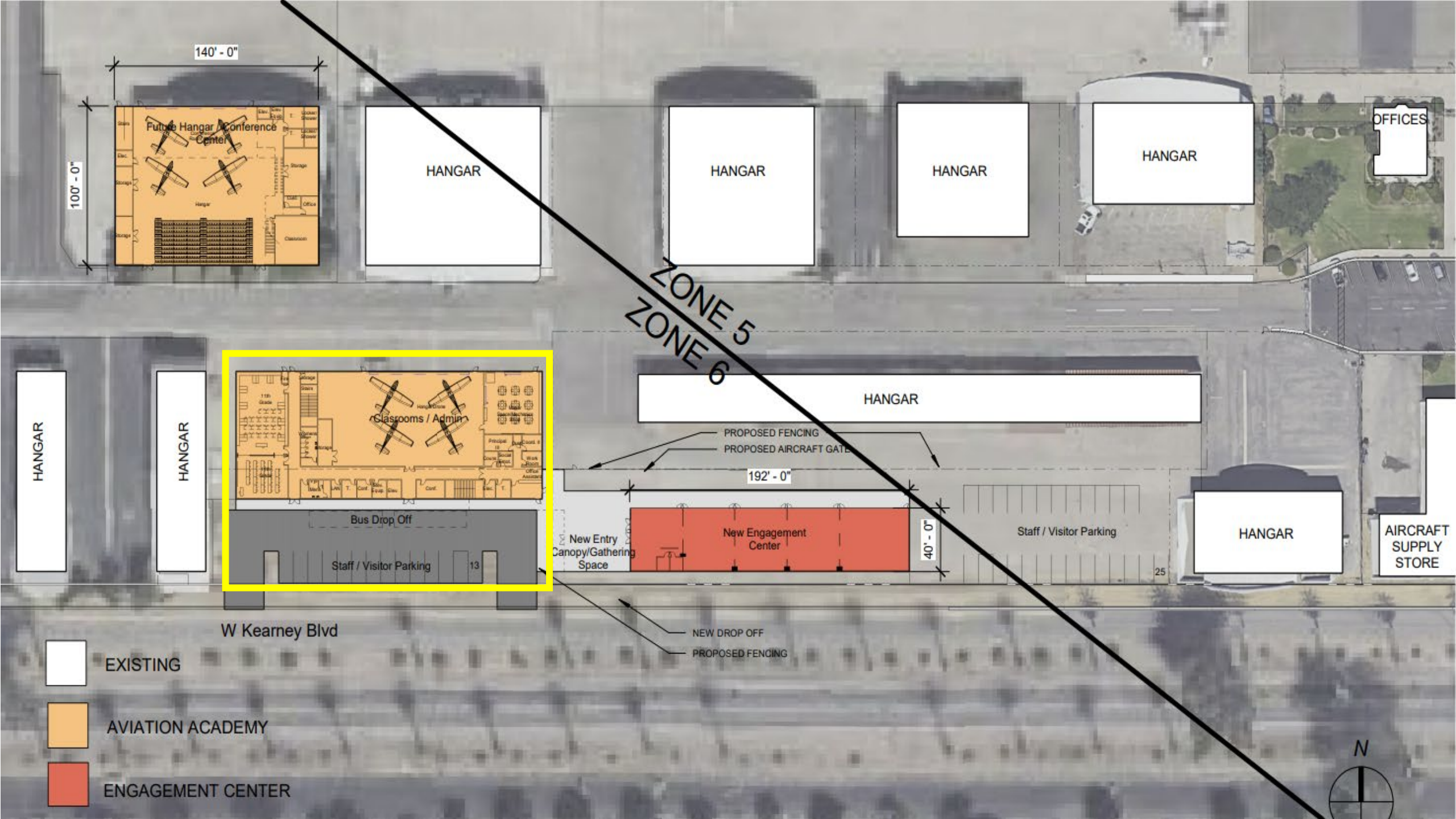


Revised 5/21/23



Draft Concept





140' - 0"

100' - 0"

Future Hangar / Conference Center

HANGAR

HANGAR

HANGAR

HANGAR

OFFICES

ZONE 5
ZONE 6

HANGAR

PROPOSED FENCING

PROPOSED AIRCRAFT GATE

192' - 0"

New Entry Canopy/Gathering Space

New Engagement Center

Staff / Visitor Parking

HANGAR

AIRCRAFT SUPPLY STORE

Staff / Visitor Parking

Bus Drop Off

W Kearney Blvd

NEW DROP OFF

PROPOSED FENCING

EXISTING

AVIATION ACADEMY

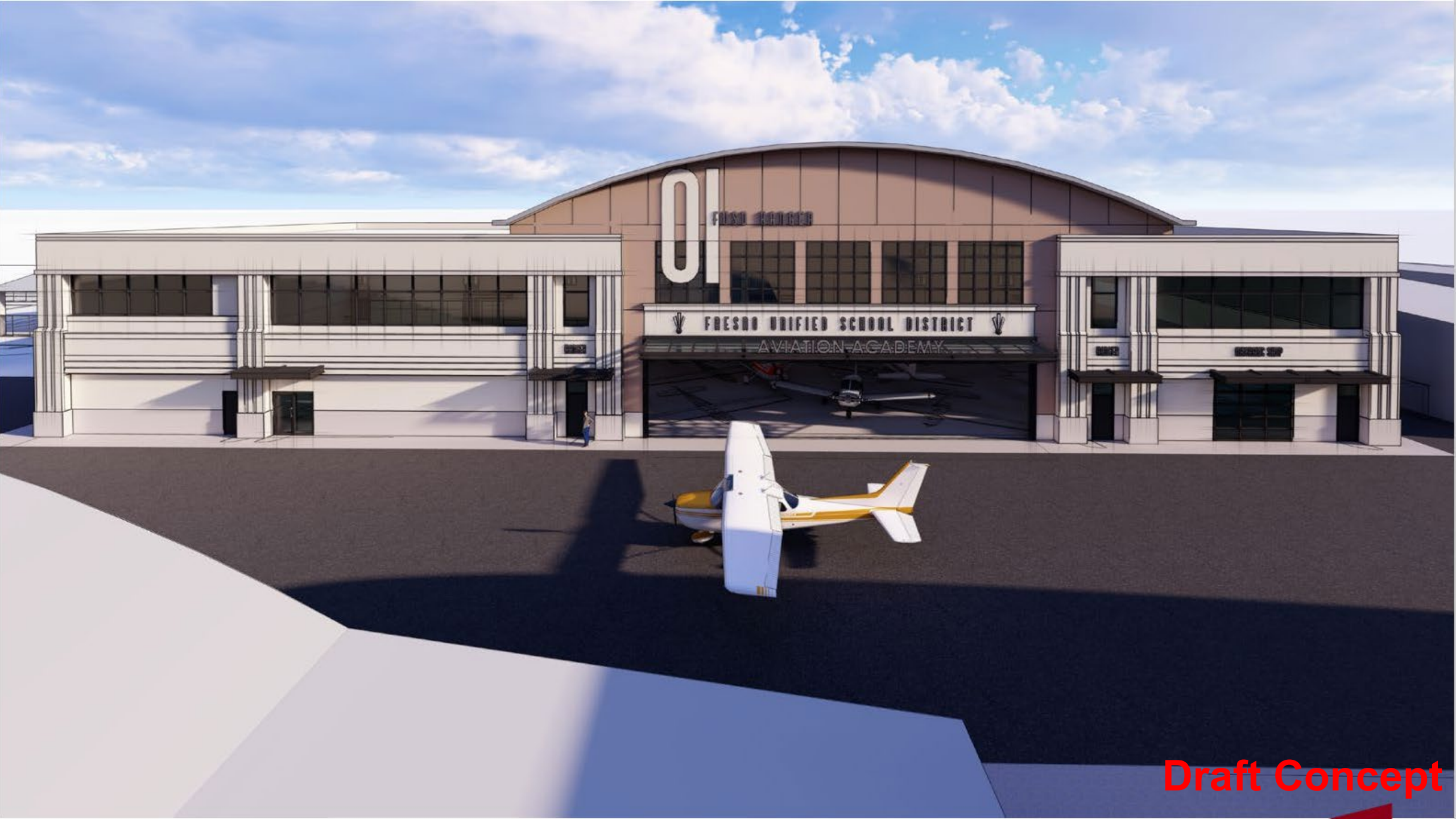
ENGAGEMENT CENTER

N

Revised 5/21/23

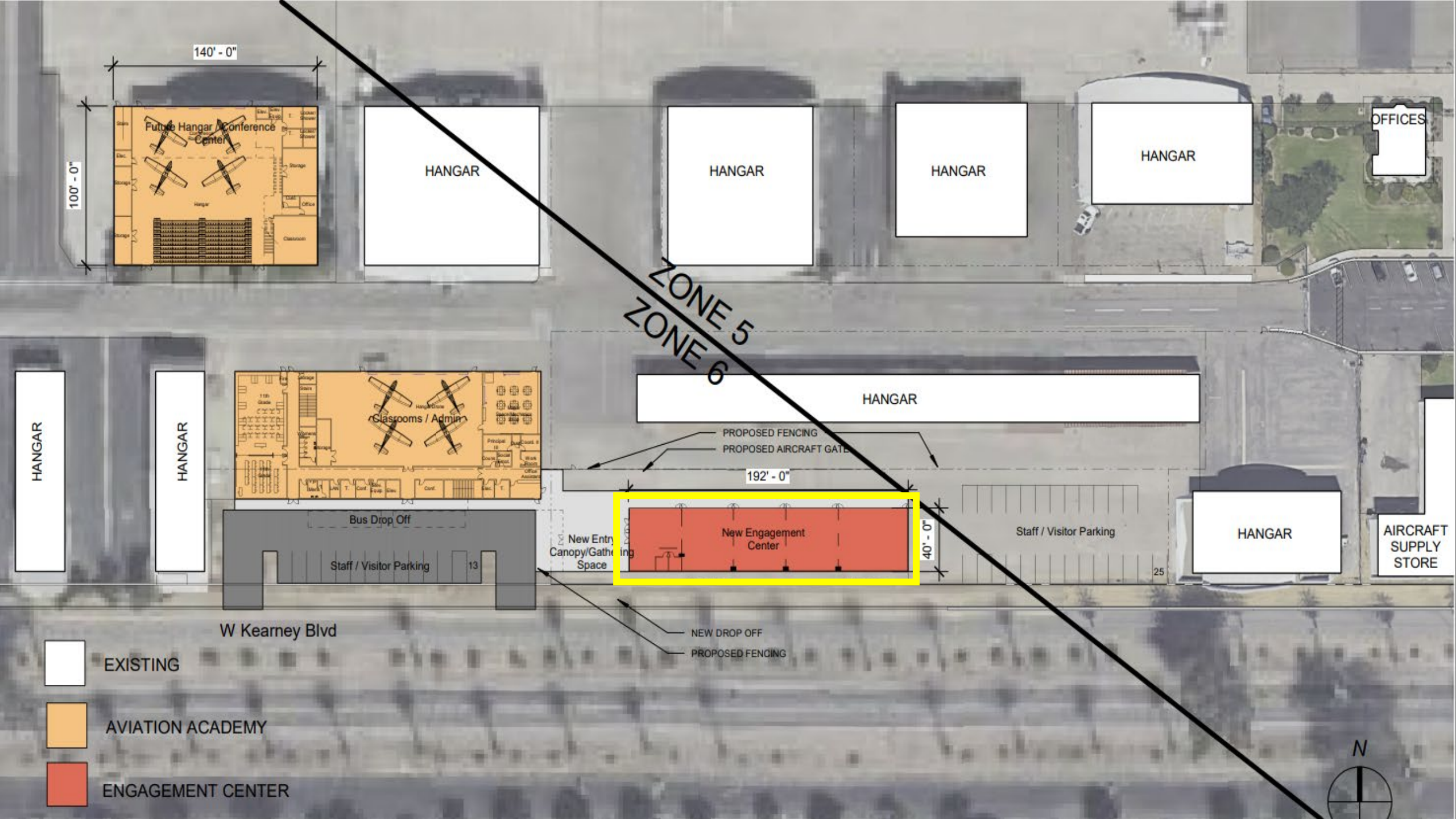


Draft Concept



Draft Concept





Revised 5/21/23

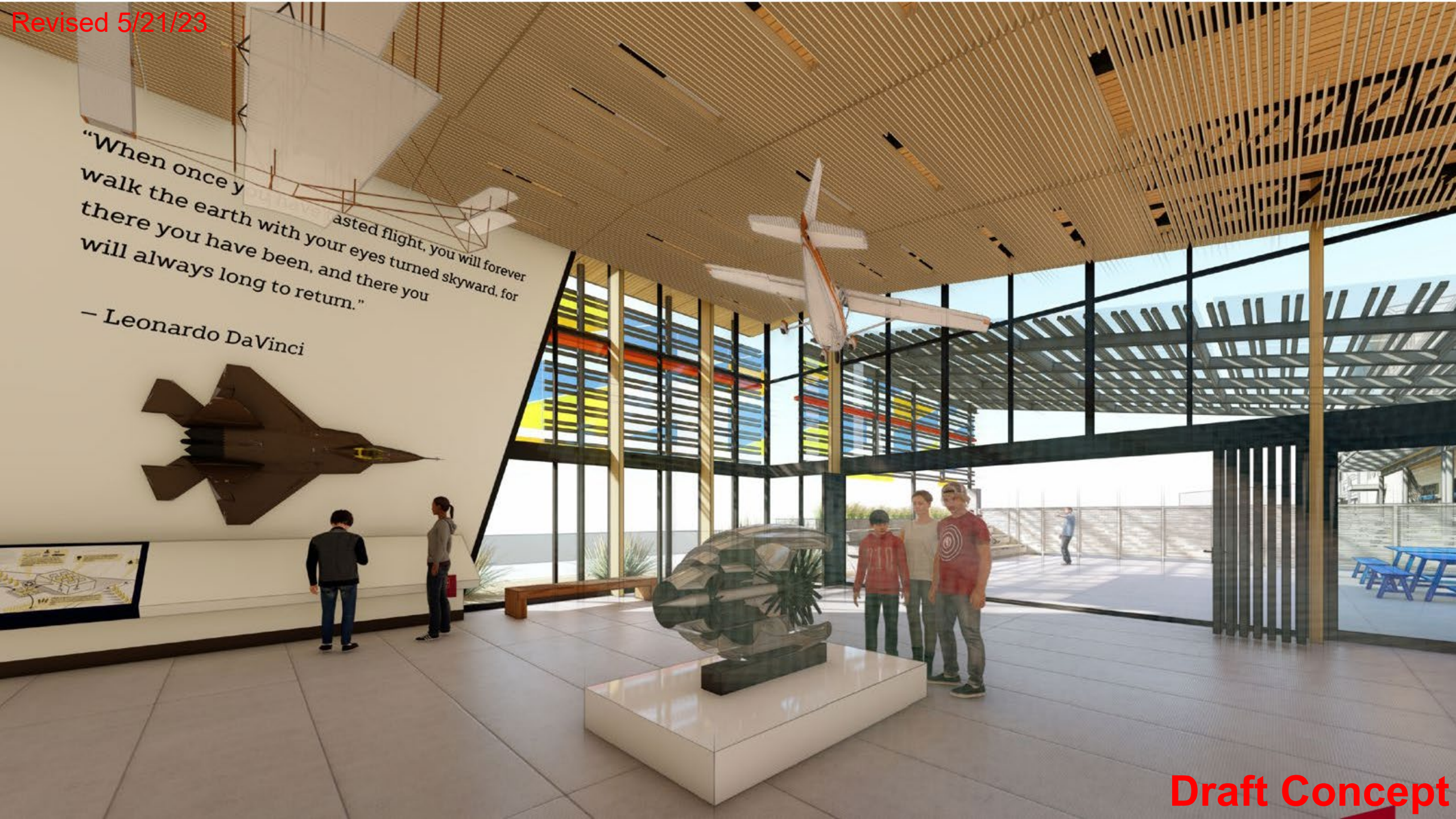


Draft Concept

Revised 5/21/23



Draft Concept



"When once you have tasted flight, you will forever walk the earth with your eyes turned skyward, for there you have been, and there you will always long to return."

— Leonardo DaVinci



Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM C-34

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of February 01, 2023 through April 30, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2023 through April 30, 2023 in accordance with Education Code § 35186.

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:



**BOARD OF EDUCATION**

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between February 1, 2023 and April 30, 2023

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	47	18	21	19.37
Uniform Complaint Procedures (UCP)	3	3	2	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	896	11	29	1.47
Special Education Requests	50	2	9	2.87
Other Complaints	34	2	7	1.77
Public Records Act Request	35	4	17	5.00
TOTAL	1065	40	85	2.19

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☒ April 2023
(check one) ☐ July 2023
☐ October 2023
☐ January 2024

Date for information to be reported publicly at governing board meeting: May 24, 2023

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 24, 2023

AGENDA ITEM C-35

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2022/23

ITEM DESCRIPTION: Included below is the third quarterly investment report for the period ending March 31, 2023. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of March 31, 2023, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:


County Treasury Investment Pool	\$985,640,624
Investment with Trustees	\$188,728,371*

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

FINANCIAL SUMMARY: There is no fiscal impact to the district 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:

