



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

AGENDA
WEDNESDAY, JANUARY 24, 2024
***4:30 P.M. (CLOSED SESSION) *5:30 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. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents 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.**

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. Public Employee Performance Evaluation (Government Code Section 54957).
 - a. Superintendent – Quarterly Progress Update
3. 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.
4. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
5. Public Employment/Appointment (Government Code Section 54957).
6. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
7. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).

***5:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Student Trustee Maritza Lua will lead the flag salute.

HEAR Reports from the Student Advisory Board

The Board has provided an opportunity to hear comments/reports from Student Advisory Board representatives. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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 regular Board Meeting on January 10, 2024. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the January 10, 2024, Board of Education regular meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

Included in the Board binders are Resolutions 24-27 through 24-34 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 January 24, 2024, 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-5, APPROVE Budget Revision No. 3 for Fiscal Year 2023/24

Included in the Board binders is Budget Revision No. 3 for fiscal year 2023/24. Periodic updates to the Fresno Unified School District budget are presented to the Board of Education for approval. Budget Revision No. 3 includes adjustments for updated information regarding expense changes to reflect items reported in the First Interim Financial Report and necessary adjustments to support the acceptance of various grant awards. The Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$126.0 million at June 30, 2024. Contact person: Patrick Jensen, telephone 457-6226.

A-6, APPROVE 2023/24 Salary Schedule Revisions Reflecting 8.5% Increase -- Classified Food Services Hourly (Minimum wage only), Classified Hourly, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule; Minimum Wage Increase, and Grade Change for Licensed Vocational Nurses

Included in the Board binders are the 2023/24 Salary Schedule Revisions Reflecting 8.5% Increase -- Classified Food Services Hourly (Minimum wage only), Classified Hourly, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule; Minimum Wage increase, and Grade change for Licensed Vocational Nurses. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget at this time. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Agreement with California Teaching Fellows Foundation

Included in the Board binders is an agreement with the California Teaching Fellows Foundation. California Teaching Fellows will provide tutors for the Step-Up program at Edison, Bullard, and Sunnyside. Tutors will assist in daily attendance, supporting behavior management, and case management. Responsibilities include tutoring in math and English, math (calculus/status) & English (writing). Teaching Fellow tutors will be paired with a champion to support the recognition and completion of missing assignments. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$55,784 are available in the College and Career Readiness Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-8, APPROVE Agreement with Campus Kaizen LLC

Included in the Board binders is an agreement with Campus Kaizen LLC who will provide case management software, services and support for its product, Guardian Case Management. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$188,500 are available in the Human Resources and School Leadership Budgets. Contact person: David Chavez, telephone 457-3548.

A-9, APPROVE Agreement with Lark Technologies, Inc.

Included in the Board binders is an agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program. The program will be specifically utilized for members with diabetes for active employees, early retirees, and dependents over 18 years of age. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$140,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-10, APPROVE Agreement with School Yard Rap

Included in the Board binder is an agreement with School Yard Rap. School Yard Rap will provide a 45-minute assembly on Black History, social-emotional health, and mental health at 68 After School Program sites beginning January 2024 through March 2024 and provide students and families with a culminating show on cultural positivity, cultural awareness, social-emotional health, and mental health. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$309,000 are available through the Expanded Learning Opportunity Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-11, APPROVE Agreement with Stephen Linkous

Included in the Board binders is an agreement with Stephen Linkous to conduct mentoring/coaching session with Latino principals. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$50,000 are available in the Leadership Development Budget. Contact person: David Chavez, telephone 457-3548.

A-12, APPROVE Agreement with The Stepping Stones Group LLC

Included in the Board binders is an agreement with The Stepping Stones Group, LLC to provide services under the American Disabilities Act (ADA). Services will be provided to a visually impaired teacher needing accommodation. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$35,800 are available in the district's Liability Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-13, APPROVE Addendum to Agreement with Alboum Translation Services

Included in the Board binders is an addendum to the agreement with Alboum Translation Services. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$100,000 to support interpreting services districtwide. The original agreement was reviewed and approved by the Board on June 21, 2023. This increase includes multilingual support for interpreting and translation services for the remainder of the 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$100,000 are available through the Translation and Interpretation Services Department Budget. Contact person: Nikki Henry, telephone 457-3733.

A-14, APPROVE Addendum to Agreement with Bertz-Rosa

Included in the Board binders are three agreements with Bertz-Rosa and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the “Communication is Key” project. The Board approved the original agreement on September 13, 2023, which will now be divided into three separate agreements. The total dollar amount will stay the same. The three agreements for pre-production, production, and post-production total \$275,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$275,000 are available in the K-16 Mini Grant Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-15, APPROVE Addendum to Agreement with Propio LS, LLC

Included in the Board binders is an addendum to the agreement with Propio LS, LLC. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$25,000 to support Family Connect on demand interpreting services districtwide. The original agreement was reviewed and approved by the Board on June 21, 2023. This increase includes multilingual support for interpreting services for the remainder of the 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,000 are available through the Translation and Interpretation Services Department Budget. Contact person: Nikki Henry, telephone 457-3733.

A-16, APPROVE Addendum to Agreement with Smartling, Inc.

Included in the Board binders is an addendum to the agreement with Smartling, Inc. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$487,000 to support a one-time bulk translation of outstanding 2022/23 Individual Education Programs. The original agreement was reviewed and approved by the Board on June 21, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$487,000 are available through the Translation and Interpretation Services Department Budget. Contact person: Nikki Henry, telephone 457-3733.

A-17, APPROVE Proposed Revisions for Exhibit

Included in the Board binders are proposed revisions for Exhibit 9270 Conflict of Interest. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-18, RATIFY Agreement with Alpine Academy

Included in the Board binders is an agreement with Alpine Academy. Alpine Academy provides a residential placement for one student with unique and complex needs as per their Individualized Education Program. It offers academics, psych services, and room and board for this service 365 days a year.

The nature of the student's mental health needs required Fresno Unified School District to look for a placement out of state. Due to challenges related to oversight of the agreement, services have already been initiated, necessitating ratification. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$214,650 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-19, RATIFY Addendum to the Agreement with Impact Athletics

Included in the Board binders is an addendum to the agreement with Impact Athletics. The Board approved the original agreement on November 01, 2023, for \$18,995. The need to amend the agreement with Impact Athletics is to specify the two different camps made available to students during the Winter Program, Visual Arts Camp and Photography Camp, and to amend the cost per student rate to reflect the correct cost per student as outlined in the final proposal. Impact Athletics agreed to service 80 students in total at the rate of \$355 per student. The agreement will need to be increased by \$9,400 which brings the new contract total to \$28,400. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$28,400 are available through the Extended Learning - Expanded Learning Opportunities Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

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

B. CONFERENCE/DISCUSSION AGENDA

***6:00 P.M.**

B-20, PRESENT and DISCUSS Overview of Governor's 2024/25 Proposed State Budget

Governor Newsom released his 2024/25 Proposed State Budget on January 10, 2024. Staff will present an overview of the 2024/25 Proposed State Budget and the district's preliminary strategic budget development to the Board of Education on January 24, 2024. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, FEBRUARY 07, 2024**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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

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

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

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



Fresno Unified School District

Date: January 24, 2024

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

ELECTIONS

Certificated Personnel

1085398	Acedo	Alexandros	Teacher, Middle School	Tenaya Middle	1/8/2024
1080593	Alvarez	German	Teacher, Middle School	Terronez Middle	1/9/2024
1085397	Clarke	Joshua	Teacher, Middle School	Baird	1/8/2024
1081459	Cruz	Myra	Teacher, Lrng Hndcp, Sdc	Hoover High School	1/8/2024
1063088	Demichillie	Christopher	Teacher, Je Young Academic	Independent Study	1/8/2024
1080641	Gorman	Sarah	Teacher, Autistic, Sdc	Starr Elementary	1/8/2024
1060834	Kaur	Serdeep	Nurse	Health Services	12/11/2023
1067241	Lopez	Larry	Teacher, Handicapped, Severely	Edison High	1/8/2024
1085399	Matehuala	Omar	Teacher, Autistic, Sdc	Ewing Elementary	1/8/2024
1079408	Mendenall	Richard	Teacher, Elementary	Aynesworth Elementary	12/18/2024
1078132	Teixeira	Laura	Therapist, Spch/Lang/Hrng/Dis	Special Ed	1/8/2024
1085383	Torres	Christopher	Teacher, Senior High	Fresno High School	1/8/2024
1084665	Vargas	Angelique	Teacher, Vocational Education	Edison High School	1/8/2024
1085396	Wyrick	Marissa	Teacher, Middle School	Terronez Middle	1/8/2024

Classified Personnel

1062647	Alejo Calderon	Adriana	Nutrition Services Operator	Nutrition Services	11/16/2012
1083801	Bernal	Lorenzo	Assistant, School Office	Wishon Elementary	1/8/2024
1065433	Castaneda	Julia	Paraprof, Instructional Asst	Starr Elementary	1/8/2024
1085421	Garcia	Savanah	Paraprof, After Schl/Ext Day	Gibson Elementary	1/16/2024
1082360	Gonzalez	Ruby	Paraprof, Child Development	Herrera Elementary	12/15/2023
1082282	Jacobo	Monica	Nutrition Services Assistant	Food Services	11/28/2023
1075278	Litke	Yumi	Specialist, Tier II Intervention	Prevention And Intervention	1/8/2024
1078474	Magana	Martha	Paraprof, Instructional Asst	Hamilton K-8	1/8/2024
1062519	Morales	Miranda	Nurse, Vocational License	Health Services	1/9/2024
1085402	Mortier	Lee	Carpenter	Maintenance And Operations	1/8/2024
1082818	Moua	A William	Custodian	Sunnyside High	1/3/2024
1085415	Munoz Vasquez	Natalie	Lead, After Schl/Ext Day	Winchell Elementary	1/8/2024
1085393	Norris	Steve	Carpenter	Maintenance And Operations	1/8/2024
1085420	Ocaranza	Isaac	Paraprof, After Schl/Ext Day	Holland Elementary	1/16/2024
1084682	Ramirez	Natosha	Paraprof, Extensive Support Needs	Wilson Elementary	1/8/2024
1085250	Rodriguez	Ariel	Paraprof, After Schl/Ext Day	Manchester Gate Elementary	1/8/2024
1084118	Serrano	Aislynn	Technician, Purchasing	Purchasing Department	1/8/2024
1076581	Vang	Cheng	Specialist, Primary Lang Instr	Parent Involvement Office	1/8/2024
1083117	Williamson	Baley	Paraprof, Extensive Support Needs	Malloch Elementary	3/7/2023
1083340	Xiong	Yengthou	Custodian	Packaging Center	12/15/2023

Management Certificated

1078206	Romero	Giovanni	Counselor, School	McLane High	1/8/2024
1085390	Yang	Rolando	Counselor, School	Fort Miller Middle	1/8/2024

1062531	Phillips	Luretha	Nurse, Vocational License	Health Services	1/8/2024
1085401	Xiong	Linda Mai See	Nurse, Vocational License	Health Services	1/8/2024

Management Classified

1071128	Perez	Noreida	Manager II, General	Prevention And Intervention	1/4/2024
1085387	Wood	Robbyn	Advisor, Behavior Support	Special Ed	1/8/2024

PROBATIONARY RELEASE

Classified Personnel

1083019	Keith	Serey	Technician, Budget I	Chief Academic Office	12/29/2023
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1029521	Graham	Julie	Teacher, Elementary	Kratt Elementary	1/19/2024
1083252	Gross	Nicole	Teacher, Senior High	Edison High School	1/17/2024
1084003	Ortega Morales	Francisco	Teacher, Pre-School	Lincoln Elementary	1/9/2024
1061893	Quispe	Brenda	Teacher, Elementary	Herrera Elementary	6/6/2024
1002298	Rushing-Junior	Ramona	Teacher, Elementary	Norseman Elementary	1/31/2024
1079433	Veatchbibler	Margaret	Teacher, Middle, eLearn Academy	eLearn Academy	6/30/2024
1062551	Wilson	Melissa	Teacher, Elementary	Aynesworth Elementary	12/8/2022

Classified Personnel

1070760	Ables	Kristen	Manager Assistant Project	Maintenance And Operations	1/15/2024
1083343	De La Riva	Biridiana	Assistant, Noontime	Robinson Elementary	1/8/2024
1071587	Hunt Jr	John	Assistant, Resrce Cnslg	Bullard High School	12/8/2023
1014010	Lozano	Cynthia	Supervisor, School Food Serv	Packaging Center	3/29/2024
1071099	Rodriguez	Matthew	Bus Driver	Transportation	12/8/2023- 12/11/2023
1082926	Romero	Alexander	Assistant, Noontime	Fort Miller Middle School	6/30/2023
1081003	Saldana	Desiree	Paraprof, Extensive Support Needs	Wishon Elementary	1/3/2024
1082657	Yang	Chou	Liaison, Home/School Hmong	Multi-Lingual/Multi-Cultural	1/1/2024

LEAVE REQUEST

Classified Personnel

1062660	Campos	Celia	Assistant, Office III	Adult Ed Voc Consortium	12/26/2023
1071242	Johnson	Tuyet	Nutrition Services Manager	Food Services	12/18/2023

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1079006	Angulo	Emily	Assistant, School Office	Rowell Elementary	1/5/2024
1074693	Torres	Vincent	Teacher, Middle School	Terronez Middle	1/8/2024

PROMOTIONS

Classified Personnel

1083945	Estrada	Jose	Liaison, Home/School Spanish	McCardle Elementary	1/8/2024
1063329	Tamayo Ramirez	Ma	Paraprof, Child Development Bilingual	Wawona Middle School	1/8/2024
1061458	Xiong	Kevin	Worker, Grnds Maint I	Plant Operations	1/22/2024
1079012	Zaragoza	Helen	Lead, After Schl/Ext Day	Hamilton K-8	1/8/2024

Management Classified

1013101	Alamillo	Gloria	Administrative Analyst, REA	Research Evaluation & Assessmt	12/22/2023
1064989	Bolin	Samantha	Coordinator II, Career Educ	Patino Entrepreneurship High	1/8/2024
1060792	Di Stefano	Cherise	Coordinator I, Human Resources	Human Resources	12/28/2023
1032985	Garcia	Monica	Manager, Project (General)	Nutrition Services	12/11/2023
1080023	Guerrero	Joshuah	Analyst II	Human Resources	1/2/2024

1048017	Hawkins	Debra	Manager III, General	Campus Culture FUSD Ed Center	12/1/2023
1066651	Hernandez	Anita	Manager II, General	College Readiness	12/7/2023
1065301	Morehead	Christine	Coordinator II, Career Educ	George M Dewolf High School	1/8/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the January 10, 2024, Board of Education regular meeting.

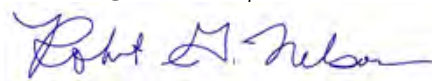
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





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MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
January 10, 2024

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 10, 2024, there were present Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Wittrup CONVENED the Regular Board Meeting at 4:35 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (0) request to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:37 p.m.

For the record, Closed Session was extended to 7:20 p.m.

For the record, Closed Session was extended to 7:25 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 7:34 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Jonasson Rosas seconded by Board Member Davis, the Board acted in Closed Session to appoint Vincent Rios to Executive Director in Fiscal Services, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Member Thomas seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to appoint Felicia Olais to Director in the Charter Office, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

- On a motion by Board Member Levine seconded by Board Clerk Davis, the Board acted in Closed Session to appoint Rosa Contreras to Executive Director in Fiscal Services, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Member Jonasson Rosas seconded by Board Member Islas, the Board acted in Closed Session to appoint Erica Piedra to Executive Officer in English Learner Services, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis seconded by Board Member Cazares, the Board acted in Closed Session to appoint Malati Gopal to Executive Officer in Human Resources, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

PLEDGE OF ALLEGIANCE

Truste Veva Islas led the Flag Salute.

HEAR Reports from Student Board Representatives

The Board heard comments and reports from Student Board Representatives from Fresno High School.

HEAR Report from Superintendent

- Good evening and Happy New Year to all who are joining us. I hope everyone had a peaceful winter break and is back with renewed energy for the second semester! That being said, we have lots of great opportunities and shoutouts I want to share this evening.
- First, Fresno Unified Scholarship applications are now open! That means listen up Class of 2024! Last year more than 200 students were awarded about \$300,000 in scholarships. This year The Foundation for Fresno Unified Schools has \$400,000 to give out, with a minimum of \$1,000 awarded to each recipient. It's also easier than ever to apply, with no minimum GPA required! This is a great opportunity for any student to make their college dreams a reality. The deadline to apply is March 16, but get an early jump now before the semester gets busier! Check in with your counselor for help or head straight to our website at www.fresnounified.org to apply now.
- Speaking of money for college, we want all our Fresno Unified Families to know about, and take advantage of, the CalKIDS program. CalKIDS gives our students a jumpstart on saving for college. This is FREE MONEY! California has provided about 4 million children with up to \$1,500 in college savings. The funds are

intended to help pay for college and career training and to inspire families to consider the benefits of post-secondary education. Head to CalKIDS dot org to learn more and get started!

- Are you or someone you know interested in teaching? We are hosting an Aspiring Teacher Expo on Thursday, February 1st from 4pm to 6pm in McLane High School's cafeteria. The expo will include information on our teacher pipeline programs and an opportunity to meet virtually with university representatives to learn about programs for future teachers. New this year, our teacher residency program is offering a \$34,000 financial stipend to support your journey to becoming an amazing teacher! You need to apply and register to attend so head to our website at www.fresnounified.org to learn more.
- Get ready all, The Great Kindness Challenge is coming up the week of January 22nd! The Great Kindness Challenge is a global campaign that promotes kindness, social-emotional health, and bullying prevention in Pre-K through 12th grade. The Great Kindness Challenge started 13 years ago with just 3 schools in California and now there are over 20 million students in 40,000 schools and 115 countries participating in The Great Kindness Challenge! Fresno Unified is officially a Kindness Certified School District and we are part of a kindness revolution! School leaders, teachers, students, and families I'd like to invite you to join us and host The Great Kindness Challenge at your school and in your classrooms. Head to greatkindnesschallenge.org to sign up and get all your tools and resources to make January 22nd through 26th a week of kindness!
- Educators, if you haven't already signed up for the 2024 Equity in Action Conference right here in Fresno. The 2024 Equity Conference will highlight the work happening in schools to champion equity for students. The conference is being held on January 25th at the DoubleTree Hotel from 8am-3:30pm. Register now at equitycon.fcoe.org.
- Our annual Excellence in Education celebration is coming up on January 31st! Tomorrow all staff will receive an invitation to get your tickets through ParentSquare. The ParentSquare alert will include a list of all nominees and you'll want to move fast as tickets are limited! Join us for one of the best nights of the year!
- Before I wrap up, I have a few shoutouts I'd like to make!
 - This weekend kicks off the 40th Annual Reverend Dr. Martin Luther King, Jr. Celebration here in Fresno! With events from Friday through Monday, we have two of special interest to our Fresno Unified Family:
- First, is the Garlanding Ceremony where our BSU Students and King Elementary Dancers will be featured. Join us on Friday at 11:45 a.m. at Courthouse Park to celebrate and cheer on our students.
- Later that evening, a Community Awards Program will be held where our very own Trustee Keshia Thomas will be presented with the Educational Leadership Award! Congratulations Trustee Thomas on this well-deserved honor. Please join us on Friday evening at 5pm at Fresno City Hall to celebrate!
 - I also want to recognize and thank all our board trustees and the Fresno Unified family for joining us in our Giving Tuesday challenge back in November. The challenge brought in 125 donations for a total of \$13,106 to

fund regional scholarships for our students through the Foundation for Fresno Unified Schools. In addition, two competitions went on during the day with the winning region receiving an extra \$500 in scholarship funds for each win. For the second year in a row, congratulations are in order for Trustee Thomas, representing the Edison region, for the largest number of donors at 37, and the largest donation of the day! Congratulations Trustee Thomas, you've won an additional \$1,000 in scholarship funds for the students of your region!

- Last but certainly not least, I want to celebrate School Board Recognition Month! January is #SchoolBoardRecognitionMonth, and we're celebrating these dedicated champions to my left! Their tireless efforts, year-round collaboration with staff and administration, and commitment to providing the best educational opportunities are truly commendable. Thank you, Trustees! Let's take a quick look at our School Board in Action with this short video!
- Thank you again Trustees. We couldn't do what we do without your leadership and advocacy.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Islas provided a shout out to the Hmong dancers from McLane High School who performed at the California School Boards Association annual conference.

President Wittrup shared her pleasure to serve as Board President and expressed appreciation for the support of her fellow board members. Commented on the helpfulness of members of the Superintendent's executive cabinet.

Commented on the number of items on the consent agenda requesting ratification. Commented ratification should be an exception not the norm. Expressed appreciation for the rationale provided by Dr. Baker for the request for ratifications, especially those pertaining to special education. Board President Wittrup stated she would like to see agreements before services are provided. Requested Superintendent Nelson to pay special attention to giving the Board the opportunity to approve rather than ratify.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

For the record, staff pulled from the consent agenda item A-17; therefore, no discussion or action took place for item A-17.

On a motion by Board Member Islas, seconded by Board Member Cazares, the Board approved the Consent Agenda except for agenda items A-8, A-18 and A-22 which were pulled for further discussion, and A-17 which was pulled by staff from the consent agenda; by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular Board meeting on December 13, 2023.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the December 13, 2023, Board of Education regular meeting.

A-4, APPROVE Agreement with Southern Education Foundation, Inc.

APPROVED as recommended, an agreement with Southern Education Foundation, Inc. As part of the outcomes-based contracting (OBC) initiative, the agreement with Southern Education Inc. will provide technical assistance to Fresno Unified School District for contract renegotiation for high-impact tutoring.

A-5, APPROVE Agreement with The Stepping Stones Group

APPROVED as recommended, an agreement with The Stepping Stones Group, to provide two behavior interventionists at Addams Elementary. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$75,000 are available in the Comprehensive Support and Improvement Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Addendum to Agreement with Family Foundations Counseling Services

APPROVED as recommended, an addendum to the agreement with Family Foundations Counseling Services to provide educationally related mental health services to students with an Individualized Educational Program that can be used both to support the student individually as well as their family.

A-7, APPROVE Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

APPROVED as recommended, information on Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement.

A-8, APPROVE Award of Request for Qualifications 24-17, Interpretation and Translation Services

APPROVED as recommended, information on Request for Qualifications (RFQ) 24-17, to qualify a pool of vendors for services in the categories of Interpretation Services and Translation Services.

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

Member Islas asked what safeguards are in place to ensure quality control and the reason for vendors outside of California.

Member Jonasson Rosas requested staff to be mindful of the types of Spanish used.

On a motion by Board Member Islas, seconded by Board Member Clerk, the Board approved agenda item A-8 by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

A-9, APPROVE List of Board Member Committees and Organizations

APPROVED as recommended, a list of committees and organizations to which Board Members are appointed each year.

A-10, DENY Claim GL23-0630-9348

DENIED as recommended, a Claim for Damages by a minor, case GL23-0630-9348.

A-11, RATIFY Agreement with Alpine Academy

RATIFIED as recommended, an agreement with Alpine Academy for Residential Treatment and Non-Public Schools services in the amount of \$50,865. Alpine Academy provides residential treatment and non-public services for complex services in line with the high level of need and the unique nature of students' mental health conditions per their Individualized Education Programs. The term of the agreement began March 23, 2023, and ended June 30, 2023.

A-12, RATIFY Agreement with AMN Allied Services, LLC DBA Healthcare

RATIFIED as recommended, an agreement with AMN Allied Services, LLC, DBA Healthcare to provide educationally related mental health services (ERMHS) per Individual Education Plans (IEP). ERMHS can be used both to support the student individually as well as their family. It is talk-therapy designed to break down barriers keeping students from accessing their education.

A-13, RATIFY Agreement with Beach Cities Learning Center

RATIFIED as recommended, an agreement with Beach Cities Learning Center. This agreement allows Beach Cities Learning Center, LLC to provide the education of up to 23 Fresno Unified students for the 2023/24 school year. These students require intensive mental health and behavioral support that cannot be met on a comprehensive site.

A-14, RATIFY Agreement with Creative Alternatives, Inc.

RATIFIED as recommended, an agreement with Creative Alternative, Inc. This agreement allows Creative Alternatives to provide the education of up to 40 Fresno Unified students. These students require intensive mental health and behavioral support, and these needs cannot be met on a comprehensive site.

A-15, RATIFY Agreement with CORE Districts

RATIFIED as recommended, an agreement with CORE Districts. CORE Districts works collaboratively with Bullard, Duncan, McLane, Roosevelt, and Sunnyside high schools with data monitoring tools, change ideas, and meeting routines proven to show improvement in ninth grade on-track.

A-16, RATIFY Agreement with Harrison Peters

RATIFIED as recommended, an agreement with Harrison Peters to provide support services for Asian and Pacific Islander leaders through Men of Color in Education Leadership.

A-17, RATIFY Agreement with Institute for Excellence in Education

ITEM PULLED BY STAFF, no discussion or action taken.

A-18, RATIFY Agreement with Shifting Perspectives, LLC

RATIFIED as recommended, an agreement with Shifting Perspectives, LLC to provide support for aspiring leaders and co-administrators through a professional development series to enhance their leadership skills through an equity lens.

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

Member Cazares requested staff to share perspective on how this agreement ties into the classroom. Asked staff to explain the term of the agreement and why it is a request for ratification rather than approval.

Kimberly Villescaz was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item A-18 by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

A-19, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 11 presented for ratification: \$79,262

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement
Change Order 2 presented for ratification: \$17,526

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades
Change Order 1 (Sunnyside) presented for ratification: \$10,460

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing
Change Order 1 (Multi-Purpose Building) presented for ratification: \$-15,434
Change Order 2 (Multi-Purpose Building) presented for ratification: \$37,944

A-20, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for the projects which have been completed according to plans and specifications as follows:

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement

Bid 22-42, Intrusion Security Upgrades Phase 1

Bid 22-43, Intrusion Security Upgrades Phase 2

Bid 22-45, Kings Canyon Middle School Classrooms and Sunnyside High School Training Room Heating, Ventilation, and Air Conditioning Upgrades

A-21, RATIFY Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Primary Report

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

A-22, RATIFY Purchase Orders from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from October 01, 2023, through October 31, 2023, and Zero Dollar Contracts – Supplemental Report.

For the record, Trustee Levine read a statement as follows:

“Agenda item A-22 on tonight’s Consent Agenda, contains purchase orders for the California Teaching Fellows Foundation, the California State University, Fresno, Fresno State University, and CSUF Kremen Education. I am currently employed by California State University, Fresno.

Additionally, item A-22 also contains purchase orders with the Fresno County Economic Opportunities Commission, and I have been employed by Fresno County EOC, which is a nonprofit corporation.

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

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

On a motion by Board Member Thomas, seconded by Board Clerk, the Board approved agenda item A-22; by a vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, Clerk Davis, and Board President Wittrup. ABSTENTIONS: Board Member Levine

B. CONFERENCE/DISCUSSION AGENDA

B-23, PRESENT and DISCUSS the 2022/23 Bond Annual Report

For the record, the Board received one (1) request to address the Board on agenda item B-23. The Individual’s name and summary of topic are as follows:

1. Jim Nau, member of the Citizens’ Bond Oversight Committee, commented on being impressed by the Board and the good things Fresno Unified is doing, commented on the failure of the marketing department to promote the success of Fresno Unified School District.

For the record, Board members had comments/questions pertaining to agenda item B-23. A summary is as follows:

Member Thomas commented she has not seen this much simultaneous work done on campuses during her tenure. Thanked staff for their work and expressed appreciations.

Member Jonasson Rosas thanked staff for the multiple projects being overseen. Thanked those who serve on the Citizens' Bond Oversight Committee. Commented Fresno Unified is able to pass bonds in large part to the projects the community of Fresno can see being done and have confidence there is a group of citizens that oversee and make sure the dollars are spent in the way the taxpayers intended. Asked if staff have thought of different ways of marketing such as TiK Tok.

Member Islas thanked those who serve on the Citizens' Bond Oversight Committee. Requested an update on the facility project matrix. Interested in the eLearn campus. Commented several district investments have benefits beyond students during the regular school day and if this provides an opportunity to explore community needs and to help build stability for families.

Clerk Davis thanked those who serve on the Citizens' Bond Oversight Committee, and commented on how important it is for the community to see fellow citizens acting in oversight.

Student Member Pitcher shared a personal experience taking the bus from Starr to Del Mar and waiting in a very dilapidated cafeteria, expressed excitement on seeing the work done at Del Mar.

President Wittrup expressed appreciation for the work of the Citizens' Bond Oversight Committee.

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 zero (0) requests to address the Board during Unscheduled Oral Communications.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 8:33 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders are Resolutions 24-27 through 24-34 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 January 24, 2024, until revoked or superseded.

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

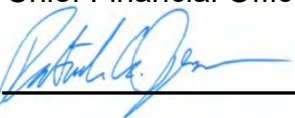
FINANCIAL SUMMARY: There is no fiscal impact to the district.

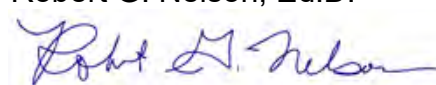
PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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





**FRESNO UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
January 24, 2024**

ADOPT Resolutions No. 24-27 through No. 24-34 delineating district agents to sign documents for the period beginning January 24, 2024 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. 24-27 | Supersedes Resolution No. 23-14 authorizing agents to execute contracts for non-public school agreements |
| No. 24-28 | Supersedes Resolution No. 23-15 authorizing agents to sign on behalf of Fresno Unified School District |
| No. 24-29 | Supersedes Resolution No. 23-51 designating Custodian of Cafeteria Account |
| No. 24-30 | Supersedes Resolution No. 23-52 authorizing agents to execute affidavit for lost warrants and to order fund transfers |
| No. 24-31 | Supersedes Resolution No. 23-53 authorizing agents to sign legal documents required by the State of California Department of Motor Vehicles |
| No. 24-32 | Supersedes Resolution No. 23-56 authorizing designated agents for Revolving Cash Fund with Bank of the West |
| No. 24-33 | Supersedes Resolution No. 23-61 authorizing designated agents for the School Site Checking Account with Educational Employees Credit Union |
| No. 24-34 | Supersedes Resolution No. 23-66 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 24-27

On motion of Trustee _____, seconded by
Trustee _____, RESOLUTION NO. 24-27 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, Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership

be authorized as District Authorized Agents to execute contracts for non-public school
agreements.

This RESOLUTION revokes and supersedes Resolution No. 23-14 and is effective on
January 24, 2024 until revoked or superseded.

PASSED AND ADOPTED, this 24th day of January 2024, by the governing board of the
Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

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. 24-28

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-28 was adopted as follows:

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

Susan Wittrup, President, Board of Education
Valerie F. Davis, Clerk of the Board
Claudia Cazares, Board of Education
Genoveva Islas, Board of Education
Elizabeth Jonasson Rosas, Board of Education
Andy Levine, Board of Education
Keshia Thomas, Board of Education
Robert G. Nelson, Ed.D., Superintendent or
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to sign orders, warrants, contracts, budgets, budget transfers, or other papers for and on behalf of the school district, when the same are required or authorized to be signed in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective January 24, 2024.

BE IT FURTHER RESOLVED, and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to approve electronic business transactions, including budget transfers, in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective January 24, 2024.

BE IT FUTURE RESOLVED, and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
David Chavez, Chief, Human Resources/Labor Relations

be authorized as fiscal agents to sign payroll and personnel records, orders and reports.

Resolution No. 24-28

This RESOLUTION revokes and supersedes Resolution No. 23-15 and is effective on January 24, 2024 until revoked or superseded.

PASSED AND ADOPTED, this 24th day of January 2024, by the Governing Board of the Fresno Unified school District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

Clerk of the Governing Board of
Fresno Unified School District

**FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES**

I, Robert G. Nelson, Secretary of the Board of Education of the Fresno Unified School District of Fresno County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district.

These approved signatures will be considered valid for the period of January 24, 2024, until revoked or superseded.

Date of Board Action: January 24, 2024.

Signature _____
Robert G. Nelson, Ed.D.
Secretary to the Board

Signatures of Member of Board:

Signature _____
Susan Wittrup
President of the Board of Education

Signature _____
Valerie F. Davis
Clerk of the Board of Education

Signature _____
Claudia Cazares
Member of the Board of Education

Signature _____
Genoveva Islas
Member of the Board of Education

Signature _____
Elizabeth Jonasson Rosas
Member of the Board of Education

Signature _____
Andy Levine
Member of the Board of Education

Signature _____
Keshia Thomas
Member of the Board of Education

The signatures of the majority of the members of the governing board constitute authority to sign orders of the school district in the event duly authorized staff agents are unable to do so.

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

RESOLUTION NO. 24-29

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-29 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, 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
Vincent Rios, 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, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 23-51 and is effective January 24, 2024 until revoked or superseded.

PASSED AND ADOPTED this 24th day of January 2024, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

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. 24-30

On motion of Trustee _____, seconded by
Trustee _____, RESOLUTION NO. 24-30 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, Chief Financial Officer, Business and Financial Services
Natasha Baker, Chief Academic Officer, School Leadership
Kim Kelstrom, Chief Executive, Fiscal Services
Vincent Rios, 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. 23-52 and is effective on
January 24, 2024 until revoked or superseded.

PASSED AND ADOPTED, this 24th day of January 2024 by the Governing Board of the
Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

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. 24-31

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-31 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, 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. 23-53 and is effective on January 24, 2024 until revoked or superseded.

PASSED AND ADOPTED this 24th day of January 2024, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I Valerie F. Davis, 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 January 2024.

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. 24-32

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-32 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, 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
Vincent Rios, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-56 and is effective on January 24, 2024, until revoked or superseded.

PASSED AND ADOPTED, this 24th day of January 2024, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

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. 24-33

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-33 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 or close 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, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Vincent Rios, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-61 and is effective on January 24, 2024, or until revoked or superseded.

PASSED AND ADOPTED this 24th day of January 2024, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

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. 24-34

On motion of Trustee _____, seconded by Trustee _____, RESOLUTION NO. 24-34 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, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Vincent Rios, Director, Fiscal Services
Rosa Contreras, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 23-66 and is effective on January 24, 2024, until revoked or superseded.

PASSED AND ADOPTED this 24th day of January 2024, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____ (SEAL)

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, 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 January 2024.

Clerk of the Governing Board of
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Budget Revision No. 3 for Fiscal Year 2023/24

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 3 for fiscal year 2023/24. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 3 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 3 for fiscal year 2023/24:

- Expense changes to reflect items reported in the First Interim Financial Report approved by the Board on December 06, 2023
- Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$126.0 million at June 30, 2024.


PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

SUPERINTENDENT APPROVAL:





Unrestricted General Fund Adjustments and Revisions

As presented in the 2023/24 First Interim Financial Report approved by the Board on December 06, 2023, the following adjustments are being made:

- Increase of \$2.0 million in Local Control Funding Formula (LCFF) due to prior year calendar maximization of ADA to actual kindergarten add-on
- Increase of \$12.2 million in salaries and benefits from adopted budget which includes salary increase of 8.5% and health package reduction from \$24,370 per active participant to \$22,000 per active participant
- Decrease of \$6.2 million in salaries and benefits based on year-to-date expenditures compared to historic averages
- Decrease of \$6.1 million in supplies and services at school sites and departments including one-time laptop connectivity increase, Saturday Academy implementation, and transportation and maintenance contract savings
- Decrease of \$1.6 million in Medi-Cal contribution due to receiving of prior year revenue creating offset in current year
- Increase indirect \$113,897 due to grant adjustments
- Decrease \$5.1 million in one-time expenses for actual supplemental and concentration carryover of \$4.5 million and \$600,000 in work stoppage allocations for health and security support

Program Adjustments to 2023/24 Budget Recommended for Approval

The following items are included for the Board's consideration and approval:

- Recognize \$800,000 change to salary schedules for licensed vocational nurses beginning November 6, 2023
- Recognize \$100,000 in CORE contract supporting Analysis, Measurement and Accountability
- Recognize \$89,500 in contracts for administrative coaching
- Recognize \$253,000 in contracts to support Community Schools
- Recognize \$149,500 for supplies supporting district-wide team building at school sites
- Recognize increase of \$225,000 to Apprenticeship increase to reimbursement rates
- Recognize \$97,600 in contracts to support collaboration with school systems and communities

Grant Revisions

The charts below, and on the following pages, show carryover, new grants, revisions to existing grants and entitlements:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
Local Grants	\$44,478	\$1,000	\$45,478
Steve's Scholars	-	36,000	36,000
San Joaquin Valley Unified Air Pollution Control District	658,985	2,998,812	3,657,797
Carl D. Perkins Grant	1,133,975	319,178	1,453,153
Indian Education	62,805	(20,200)	42,605
IDEA Part B - Supporting Inclusive Practices Preschool	33,898	1,726	35,624
Prop 28: Arts and Music Education	11,742,900	1,148,005	12,890,905
Early Math Initiative Program	30,084	133,333	163,417
Early Learning - FCSS	274,717	(161,717)	107,000
Title II - Teacher Quality	11,251,576	587,204	11,806,497
Title III - Limited English Proficient	2,231,411	7,944	2,851,875
Wallace Foundation	2,473,831	100,000	2,573,831
Special Education	164,869,945	7,512,296	170,369,945
Learning Communities for School Success Program (LCSSP)	396,069	222,442	618,511
Total	\$195,204,674	\$12,886,023	\$206,652,638

Adult Education Fund – Budget Revision No. 3 reflects an increase in expenses of \$497,795 for adjustments in various grant awards:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
Adult Education Block Grant	\$7,295,132	\$497,795	\$7,792,927
Total	\$7,295,132	\$497,795	\$7,792,927

Children's Center Fund – Budget Revision No. 3 reflects an increase in expenses of \$1,461,269 for adjustments in various grant awards:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
California State Preschool Program (CSPP)	\$23,750,213	(\$2,754,200)	\$20,996,013
CSPP One-time Temporary Rate Increase	-	2,813,342	2,813,342
California Department Social Services One-time Child Care Provider Stipend	-	134,106	134,106
Federal General (CCTR) and State Preschool (CSPP)	414,020	(10)	414,010
State Alternative Payment	1,020,029	1,268,031	2,288,060
Total	\$25,184,262	\$1,461,269	\$26,645,531

Cafeteria Fund – Budget Revision No. 3 reflects an increase in expenses of \$2,192,764 for adjustments in various grant awards:

Name	2023/24 Current Budget Allocation	2023/24 Adjusted Award Amount	Revised Budget Allocation
Child Nutrition: Fresh Fruit & Vegetables	\$2,535,503	\$150,998	\$2,686,501
School Food Best Practices	-	1,891,766	1,891,766
No Kid Hungry	221,282	150,000	371,282
Total	\$2,756,785	\$2,192,764	\$4,949,549

**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 3**

DESCRIPTION	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	1/24/2024 2023/24 BUDGET REVISION No. 3	DIFFERENCE BETWEEN CURRENT AND BR No. 3	DIFFERENCE BETWEEN ADOPTED AND BR No. 3
Revenues					
LCFF Sources	\$ 1,010,168,593	\$ 1,010,168,593	\$ 1,012,225,789	\$ 2,057,196	\$ 2,057,196
Federal Revenues	369,696,729	383,348,022	384,243,874	895,852	14,547,145
Other State Revenues	298,165,335	307,127,417	308,722,929	1,595,512	10,557,594
Other Local Revenues	25,509,251	28,935,076	32,714,152	3,779,076	7,204,901
Total Revenues	\$ 1,703,539,908	\$ 1,729,579,108	\$ 1,737,906,744	\$ 8,327,636	\$ 34,366,836
Expenditures					
Certificated Salaries	\$ 555,456,237	\$ 552,537,548	\$ 567,578,572	\$ 15,041,024	\$ 12,122,335
Classified Salaries	211,422,210	216,640,772	223,356,060	6,715,288	11,933,850
Employee Benefits	481,912,759	482,716,640	469,846,588	(12,870,052)	(12,066,171)
Book and Supplies	110,872,361	165,396,224	162,546,246	(2,849,978)	51,673,885
Services & Operating	211,088,452	239,417,961	235,758,396	(3,659,565)	24,669,944
Capital Outlay	248,259,734	237,756,455	236,255,267	(1,501,188)	(12,004,467)
Other Outgo	4,459,153	3,939,153	3,939,153	-	(520,000)
Direct/Indirect Costs	(2,507,911)	(2,346,686)	(2,380,143)	(33,457)	127,768
Total Expenditures	\$ 1,820,962,995	\$ 1,896,058,067	\$ 1,896,900,139	\$ 842,072	\$ 75,937,144
Other Sources/(Uses)					
Transfers In	\$ 5,186,409	\$ 5,186,409	\$ 5,186,409	\$ -	\$ -
Transfers Out	(9,156,409)	(9,156,409)	(9,156,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ (3,970,000)	\$ (3,970,000)	\$ (3,970,000)	\$ -	\$ -
Net Increase/Decrease in Fund Balance	\$ (121,393,087)	\$ (170,448,959)	\$ (162,963,395)	\$ 7,485,564	\$ (41,570,308)
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 497,319,627	\$ - \$ 497,319,627	\$ - \$ 553,873,864	\$ - \$ 56,554,237	\$ - \$ 56,554,237
Beginning Balance	\$ 497,319,627	\$ 490,242,405	\$ 553,873,864	\$ 63,631,459	\$ 56,554,237
Restatement of Beginning Balance	\$ -	\$ -	\$ 7,671,941	\$ 7,671,941	\$ 7,671,941
Ending Fund Balance	\$ 375,926,540	\$ 319,793,446	\$ 398,582,410	\$ 78,788,964	\$ 22,655,870
Components of Ending Balance					
Revolving Cash	\$ 70,050	\$ 70,050	\$ 43,534	\$ (26,516)	\$ (26,516)
Stores	2,670,900	2,670,900	3,028,901	358,001	358,001
Prepaid Expense	1,812,091	1,812,091	2,189,659	377,568	377,568
Other Commitments	152,900,000	152,900,000	153,900,000	1,000,000	1,000,000
Assigned: Other Assignments	-	-	3,300,000	3,300,000	3,300,000
Restricted	79,612,068	79,612,068	110,094,999	30,482,931	30,482,931
Reserve for Economic Uncertainties	138,861,431	82,728,337	126,025,317	43,296,980	(12,836,114)
Reserve Level %	7.59%	4.34%	6.61%		
Total Ending Fund Balance	\$ 375,926,540	\$ 319,793,446	\$ 398,582,410	\$ 78,788,964	\$ 22,655,870

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$38,104,290

As shown above the reserve for economic uncertainties is \$121,839,753 with an assigned and committed ending balance of \$153,900,000 set aside for future year expenses

As outlined in Board Policy 3100, the Board recognizes the importance of maintaining reserve levels during stable and volatile economic times.

**UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 3**

	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	1/24/2024 BUDGET REVISION No. 3	DIFFERENCE BETWEEN CURRENT	DIFFERENCE BETWEEN ADOPTED
DESCRIPTION	UNRESTRICTED	UNRESTRICTED	UNRESTRICTED	AND BR No. 3	AND BR No. 3
Revenues					
LCFF Sources	\$ 1,010,168,593	\$ 1,010,168,593	\$ 1,012,225,789	\$ 2,057,196	\$ 2,057,196
Federal Revenues	-	-	-	-	-
Other State Revenues	19,968,032	24,699,003	24,924,068	225,065	4,956,036
Other Local Revenues	14,722,410	14,722,410	13,722,410	(1,000,000)	(1,000,000)
Total Revenues	\$ 1,044,859,035	\$ 1,049,590,006	\$ 1,050,872,267	\$ 1,282,261	\$ 6,013,232
Expenditures					
Certificated Salaries	\$ 398,111,129	\$ 399,227,772	\$ 410,223,805	\$ 10,996,033	\$ 12,112,676
Classified Salaries	124,109,668	124,807,534	127,541,905	2,734,371	3,432,237
Employee Benefits	263,092,578	263,700,921	253,279,877	(10,421,044)	(9,812,701)
Book and Supplies	45,660,116	48,431,697	45,581,197	(2,850,500)	(78,919)
Services & Operating	111,200,285	113,084,522	105,169,687	(7,914,835)	(6,030,598)
Capital Outlay	26,406,181	25,826,588	21,326,588	(4,500,000)	(5,079,593)
Other Outgo	1,634,795	1,634,795	1,634,795	-	-
Direct/Indirect Costs	(17,237,361)	(18,202,726)	(18,290,702)	(87,976)	(1,053,341)
Total Expenditures	\$ 952,977,391	\$ 958,511,103	\$ 946,467,152	\$ (12,043,951)	\$ (6,510,239)
Other Sources/(Uses)					
Transfers In	\$ 30,000	30,000	\$ 30,000	\$ -	\$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	\$ (129,564,143)	\$ (136,996,805)	\$ (142,837,453)	\$ (5,840,648)	\$ (13,273,310)
Total Sources/(Uses)	\$ (131,034,143)	\$ (138,466,805)	\$ (144,307,453)	\$ (5,840,648)	\$ (13,273,310)
Net Increase/Decrease in Fund Balance	\$ (39,152,499)	\$ (47,387,902)	\$ (39,902,338)	\$ 7,485,564	\$ (749,839)
Beginning Fund Balance - Adopted	\$ 335,466,971	\$ 335,466,971	\$ 328,389,749	\$ (7,077,222)	\$ (7,077,222)
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 335,466,971	\$ 328,389,749	\$ 328,389,749	\$ -	\$ (7,077,222)
Ending Fund Balance	\$ 296,314,472	\$ 281,001,847	\$ 288,487,411	\$ 7,485,564	\$ (7,827,061)

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 3**

	2023/24 ADOPTED BUDGET	2023/24 CURRENT BUDGET	1/24/2024 BUDGET REVISION No. 3	DIFFERENCE BETWEEN CURRENT	DIFFERENCE BETWEEN ADOPTED
DESCRIPTION	RESTRICTED	RESTRICTED	RESTRICTED	AND BR No. 3	AND BR No. 3
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	369,696,729	383,348,022	384,243,874	895,852	14,547,145
Other State Revenues	278,197,303	282,428,414	283,798,861	1,370,447	5,601,558
Other Local Revenues	10,786,841	14,212,666	18,991,742	4,779,076	8,204,901
Total Revenues	\$ 658,680,873	\$ 679,989,102	\$ 687,034,477	\$ 7,045,375	\$ 28,353,604
Expenditures					
Certificated Salaries	\$ 157,345,108	\$ 153,309,776	\$ 157,354,767	\$ 4,044,991	\$ 9,659
Classified Salaries	87,312,542	91,833,238	95,814,155	3,980,917	8,501,613
Employee Benefits	218,820,181	219,015,719	216,566,711	(2,449,008)	(2,253,470)
Book and Supplies	65,212,245	116,964,526	116,965,048	522	51,752,803
Services & Operating	99,888,167	126,333,440	130,588,710	4,255,270	30,700,543
Capital Outlay	221,853,553	211,929,867	214,928,679	2,998,812	(6,924,874)
Other Outgo	2,824,358	2,304,358	2,304,358	-	(520,000)
Direct/Indirect Costs	14,729,450	15,856,040	15,910,559	54,519	1,181,109
Total Expenditures	\$ 867,985,604	\$ 937,546,964	\$ 950,432,987	\$ 12,886,023	\$ 82,447,383
Other Sources/(Uses)					
Transfers In	5,156,409	5,156,409	5,156,409	-	-
Transfers Out	(7,656,409)	(7,656,409)	(7,656,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	129,564,143	136,996,805	142,837,453	5,840,648	13,273,310
Total Sources/(Uses)	\$ 127,064,143	\$ 134,496,805	\$ 140,337,453	\$ 5,840,648	\$ 13,273,310
Net Increase/Decrease in Fund Balance	\$ (82,240,588)	\$ (123,061,057)	\$ (123,061,057)	\$ -	\$ (40,820,469)
Beginning Fund Balance - Adopted	\$ 161,852,656	\$ 161,852,656	\$ 225,484,115	\$ 63,631,459	\$ 63,631,459
Beginning Balance	\$ 161,852,656	\$ 161,852,656	\$ 225,484,115	\$ 63,631,459	\$ 63,631,459
Restatement of Beginng Balance			\$ 7,671,941	\$ 7,671,941	\$ 7,671,941
Ending Fund Balance	\$ 79,612,068	\$ 38,791,599	\$ 110,094,999	\$ 71,303,400	\$ 30,482,931

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 24, 2024

FUND: **Adult Education Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	2,405,586	2,405,586	2,907,153	501,567
2000	Classified Salaries	1,720,311	1,720,311	1,625,997	(94,314)
3000	Employee Benefits	2,747,277	2,747,277	3,077,043	329,766
4000	Books and Supplies	2,209,883	1,780,538	1,845,464	64,926
5000	Services and Other Operating	1,082,371	1,494,911	1,035,371	(459,540)
6000	Capital Outlay	0	20,000	160,000	140,000
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	10,165,428	10,168,623	10,651,028	482,405
7300	INDIRECT COSTS	213,475	216,412	231,802	15,390
	TOTAL APPROPRIATIONS	10,378,903	10,385,035	10,882,830	497,795
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,266,057	1,285,833	1,285,833	0
	STATE REVENUES	6,657,513	7,148,542	7,646,337	497,795
	LOCAL REVENUES	546,771	546,771	546,771	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	8,470,341	8,981,146	9,478,941	497,795
	Beginning Fund Balance	2,088,646	1,403,889	1,403,889	0
	Change to Fund Balance	(1,908,562)	(1,403,889)	(1,403,889)	0
	Ending Fund Balance	180,084	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 24, 2024

FUND: Children Center Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	8,821,837	8,946,213	8,395,816	(550,397)
2000	Classified Salaries	5,827,220	5,857,670	5,551,976	(305,694)
3000	Employee Benefits	11,596,399	11,648,420	11,161,860	(486,560)
4000	Books and Supplies	2,655,553	7,899,242	9,533,279	1,634,037
5000	Services and Other Operating	7,883,952	4,895,718	6,021,613	1,125,895
6000	Capital Outlay	0	2,334,898	2,334,898	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	36,784,961	41,582,161	42,999,442	1,417,281
7300	INDIRECT COSTS	1,113,857	1,258,400	1,302,388	43,988
	TOTAL APPROPRIATIONS	37,898,818	42,840,561	44,301,830	1,461,269
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,414,020	1,641,205	1,775,301	134,096
	STATE REVENUES	33,491,666	37,569,585	38,896,758	1,327,173
	LOCAL REVENUES	2,327,638	2,916,323	2,916,323	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	37,233,324	42,127,113	43,588,382	1,461,269
	Beginning Fund Balance	665,494	713,448	713,448	0
	Change to Fund Balance	(665,494)	(713,448)	(713,448)	0
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 24, 2024

FUND: Cafeteria Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	17,249,074	17,249,074	17,249,074	0
3000	Employee Benefits	13,977,170	13,977,170	13,977,170	0
4000	Books and Supplies	28,622,597	30,891,450	33,009,214	2,117,764
5000	Services and Other Operating	4,040,913	4,044,424	4,044,424	0
6000	Capital Outlay	1,254,000	1,439,247	1,514,247	75,000
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	65,143,754	67,601,365	69,794,129	2,192,764
7300	INDIRECT COSTS	1,180,579	1,182,566	1,182,566	0
	TOTAL APPROPRIATIONS	66,324,333	68,783,931	70,976,695	2,192,764
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	53,236,467	55,507,307	55,658,305	150,998
	STATE REVENUES	10,740,409	10,929,167	12,820,933	1,891,766
	LOCAL REVENUES	1,203,616	1,203,616	1,353,616	150,000
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	65,180,492	67,640,090	69,832,854	2,192,764
	Beginning Fund Balance	15,147,925	17,228,874	17,228,874	0
	Restatement of Fund Balance		(7,671,941)	(7,671,941)	0
	Change to Fund Balance	(1,143,841)	(1,143,841)	(1,143,841)	0
	Ending Fund Balance	14,004,084	16,085,033	8,413,092	0

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 2023/24 Salary Schedule Revisions Reflecting 8.5% Increase -- Classified Food Services Hourly (Minimum wage only), Classified Hourly, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule; Minimum Wage increase, and Grade change for Licensed Vocational Nurses

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

- 2023/24 Classified Hourly Salary Schedule
- 2023/24 Food Service Hourly Salary Schedule – Minimum Wage
- 2023/24 Classified Y-Rated Salary Schedules
- 2023/24 Fresno Teachers Association (FTA) -Trades Hourly Salary Schedule
- 2023/24 Confidential Hourly Salary Schedule
- 2023/24 Supervisory Hourly Salary Schedule
- 2023/24 Certificated Management Monthly Salary Schedule 185 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 197 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 197 Duty Days (12 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 201 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 201 Duty Days (12 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 206 duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 206 Duty Days (12 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 207 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 211 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 215 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 215 Duty Days (12 Months Work Schedule)

- 2023/24 Certificated Management Monthly Salary Schedule 216 Duty Days (11 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 225 Duty Days (12 Months Work Schedule)
- 2023/24 Certificated Management Monthly Salary Schedule 260 Duty Days (12 Months Work Schedule)
- 2023/24 Classified Management Daily Salary Schedule 197 Duty Days
- 2023/24 Classified Management Daily Salary Schedule 201 Duty Days
- 2023/24 Classified Management Daily Salary Schedule 205 Duty Days
- 2023/24 Classified Management Daily Salary Schedule 206 Duty Days
- 2023/24 Classified Management Daily Salary Schedule 215 Duty Days
- 2023/24 Classified Management Daily Salary Schedule 260 Duty Days
- 2023/24 Certificated Management Monthly Salary Schedule Competitive and Negotiable 260 Duty Days
- 2023/24 Classified Management Daily Salary Schedule Competitive and Negotiable 260 Duty Days
- 2023/24 Nurses Annual Salary Schedule 185 Duty Days
- 2023/24 Nurses Annual Salary Schedule 200 Duty Days
- 2023/24 Nurses Annual Salary Schedule 203 Duty Days
- 2023/24 Nurses Annual Salary Schedule 207 Duty Days
- 2023/24 Speech Language Pathologist Pilot Salary Schedule
- 2023/24 Schedule A- Teachers and Librarians Annual Salary Schedule 185 Duty Days
- 2023/24 Schedule A- Teachers and Librarians Annual Salary Schedule 194 Duty Days
- 2023/24 Schedule A- Teachers and Librarians Annual Salary Schedule 200 Duty Days
- 2023/24 Schedule A- Teachers and Librarians Annual Salary Schedule 203 Duty Days
- 2023/24 Schedule A- Teachers and Librarians Annual Salary Schedule 204 Duty Days
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 185 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 189 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment and Librarians Annual Salary Schedule 194 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 197 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 203 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 207 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 215 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Teachers on Special Assignment Annual Salary Schedule 217 Duty Days (8-hour Workday)
- 2023/24 Schedule A- Designated Teachers Annual Salary Schedule 192 Duty Days
- 2023/24 Schedule A- Designated Teachers Annual Salary Schedule 193 Duty Days
- 2023/24 Schedule A- Designated Teachers Annual Salary Schedule 195 Duty Days
- 2023/24 Teachers on Special Assignment Designated Teachers Annual Salary Schedule 192 Duty Days (8.5-hour Workday)
- 2023/24 Schedule A-Teachers on Special Assignment Designated Teachers Annual Salary Schedule 193 Duty Days (8.5-hour Workday)

- 2023/24 Schedule A - Teachers on Special Assignment Designated Teachers and Librarians Annual Salary Schedule 194 Duty Days
- 2023/24 Schedule A - Teachers on Special Assignment Designated Teachers Annual Salary Schedule 195 Duty Days
- 2023/24 Schedule A - Career Technical Ed/Vocational Ed Teachers Annual Salary Schedule 185 Duty Days
- 2023/24 Schedule A - Junior Reserve Officers' Training Corps (JROTC) Instructors - Army Annual Salary Schedule 218 Duty Days
- 2023/24 Schedule A - Lori Ann Infant Center Annual Salary Schedule 200 Duty Days
- 2023/24 Schedule C - Child Development Center and Pace Teachers Annual and Hourly Salary Schedule 194 Duty Days (8-hour Workday)
- 2023/24 Schedule C - Child Development Center and PACE Teachers Salary Schedule 260 Duty Days (8-hour Workday)
- 2023/24 Schedule C - Teachers on Special Assignment Child Development Center and PACE Annual Salary Schedule 195 Duty Days (8-hour Workday)
- 2023/24 Schedule C - Child Development Center Teachers on Special Assignment Annual and Hourly Salary Schedule 260 Duty Days (8-hour Workday)
- 2023/24 Schedule D - Adult Education Hourly and Daily Salary Schedule 185 Duty Days (7-hour Workday & 8-hour Workday)
- 2023/24 Schedule D - Adult Education Hourly and Daily Salary Schedule 215 Duty Days (7-hour Workday & 8-hour Workday)
- 2023/24 Schedule R - Pre-Kindergarten Teachers Annual Salary Schedule 183 Duty Days
- 2023/24 Supplemental Services Salary Schedule

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.

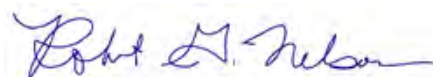
FINANCIAL SUMMARY: Sufficient funds are available in the district budget at this time.

PREPARED BY: Malati Gopal

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S35	Supervisor, Benefits	S017	\$24.3090	\$25.4884	\$26.7323	\$28.0669	\$29.4924	
S36	Supervisor, Department Office	S010	\$24.7754	\$26.0844	\$27.3801	\$28.7667	\$30.3217	
	Specialist, Facilities Dept	S013						
	Specialist, School Safety/Security	S015						
S37	Supervisor, School Food Services	S026	\$25.4884	\$26.7323	\$28.0669	\$29.4924	\$31.0341	
	Supervisor, Student Records	S042						
	Supervisor, Nutrition Center	S051						
S38	Supervisor, Plant High School	S039	\$26.0844	\$27.3801	\$28.7667	\$30.3217	\$31.8636	
	Supervisor, Shipping/Receiving	S041						
S39	Manager, School Office IV	S011	\$26.7343	\$28.0699	\$29.4740	\$30.9462	\$32.4955	
S41	Supervisor, Grounds Maintenance	S028	\$28.0669	\$29.4924	\$31.0341	\$32.5765	\$34.3256	
S42	Buyer I	S001	\$28.7667	\$30.3217	\$31.8636	\$33.4316	\$35.1549	
	Trainer-Bus Driver	S048						
S45	Buyer II	S002	\$31.0341	\$32.5765	\$34.3256	\$36.0620	\$37.8114	
	Supervisor, Warehouse Operations	S046						
S48	Supervisor, Media Services	S034	\$33.4316	\$35.1549	\$36.9689	\$38.7961	\$40.7918	

FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S50	Buyer III Technician, Energy Management	S003	\$35.1549	\$36.9689	\$38.7961	\$40.7918	\$42.8132	
		S047						
S53	Supervisor, Accounting	S016	\$37.8114	\$39.7681	\$41.7507	\$43.8110	\$46.1303	
	Supervisor, Grounds & Landscape	S029						
	Supervisor, Operations-IMS	S036						
	Supervisor, Transport Operations	S045						
S56	Estimator, Planner-Electrical	S004	\$40.7918	\$42.8132	\$44.9512	\$47.2966	\$49.7457	
	Estimator, Planner-Mechanical	S005						
	Manager, Assistant, Project	S009						
S59	Supervisor, Telecommunications II Scheduler, Work Control	S044	\$43.8110	\$46.1303	\$48.4756	\$50.9636	\$53.5163	
		S012						
S66	Supervisor, Building Trades - CRAFTS	S019						\$62.6442
S67	Supervisor, Building Trades - TRADES	S051						\$61.4406
S68	Supervisor, Bus Shop - CRAFTS	S020						\$55.8251
S69	Supervisor, Concrete - CRAFTS	S022						\$55.7975
S70	Supervisor, Lock Shop - CRAFTS	S032						\$62.6442

FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S71	Supervisor, Metal - CRAFTS	S035						\$58.1301
S72	Supervisor, Mobile Unit - CRAFTS	S049						\$62.6442
S73	Supervisor, Electrical Trades - TRADES	S024						\$52.1919
S74	Supervisor, Electronics Shop - TRADES	S025						\$52.1919
S75	Supervisor, General Maintenance - TRADES	S027						\$51.2057
S76	Supervisor, HVAC & Refrigeration - TRADES	S030						\$55.5788
S77	Supervisor, Irrigation - TRADES	S031						\$38.9020
S78	Supervisor, Paint Shop - TRADES	S037						\$52.5061
S79	Supervisor, Plumber - TRADES	S040						\$55.5788

Fresno Unified School District

Certificated Management 260 Monthly Salary Schedule

Competitive and Negotiable 2023-2024

Effective July 1, 2023

<u>Job Code</u>	<u>Job Title</u>	<u>Grade</u>	<u>Neg Step</u>
E158	Superintendent*	Neg	\$31,541.52
E138	Chief Academic Officer*	Neg	\$23,677.65
E270	Deputy Superintendent*	Neg	\$24,443.26

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

All above salary include the percentage salary increase negotiated with the bargaining units.

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

*Additions are non-cumulative

*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.

Fresno Unified School District
Classified Management 260 Daily Salary Schedule
Competitive and Negotiable 2023-2024
Effective July 1, 2023

<u>Job Code</u>	<u>Job Title</u>	<u>Grade</u>	<u>Neg Step</u>
E271	Chief Operations and Classified Labor Officer*	Neg	\$994.24
E260	Chief Financial Officer*	Neg	\$930.30
E180	Chief Human Resources / Labor*	Neg	\$1,023.45

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

All above salary include the percentage salary increase negotiated with the bargaining units.

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

Annual \$500 for M.A. on all classes*

Annual \$1000 for B.A. + 90*

Annual \$1500 for Earned Doctorate*

* Additions are non-cumulative

*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.

FRESNO UNIFIED SCHOOL DISTRICT

Confidential Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
T34	Assistant, Benefits & Risk Mgmt Secretary II	C002 C004	\$25.1327	\$26.3886	\$27.7080	\$29.0930	\$30.5480
T36	Secretary, Administrative I	C006	\$26.4214	\$27.7408	\$29.1298	\$30.5740	\$32.1010
T40	Secretary, Administrative II Trustee Area Liaison*	C007 C012	\$29.0626	\$30.5153	\$32.0401	\$33.6434	\$35.3255
T46	Secretary, Administrative III	C008	\$33.8291	\$35.5116	\$37.2970	\$39.2106	\$41.1884
T48	Secretary, Executive to the Board of Educ Secretary, Executive to the Superintendent	C009 C010	\$35.5116	\$37.2970	\$39.2106	\$41.1884	\$43.3462
T54	Officer, Community Relations	C003	\$42.1693	\$44.2617	\$46.5852	\$48.9728	\$51.4247

*Not eligible for permanency or health and welfare benefits

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

Page 1 of 1

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Food Services Hourly Salary Schedule

2023-2024

Effective January 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
F01	Nutrition Services Assistant	F007	\$16.0000	\$16.0000	\$16.0000	\$16.0000	\$16.7442
F03	Packaging Machine Operator	F004	\$16.0000	\$16.0000	\$16.0000	\$16.7442	\$17.6238
F05	Food Services Technician - Cesar Chavez Adult Education	F006	\$16.0000	\$16.0000	\$16.7283	\$17.6079	\$18.5346
F07	Food Production Staging Technician Food Production Utility Technician	F014 F013	\$16.0000	\$16.7126	\$17.5922	\$18.5190	\$19.4928
F10	Food Service Operator-Educ Center Nutrition Services Cook/Baker Nutrition Services Senior Assistant Nutrition Services Operator	F003 F009 F005 F008	\$17.1368	\$18.0320	\$18.9900	\$19.9799	\$21.0323
F21	Nutrition Services Manager	F001	\$22.6206	\$23.8121	\$25.0679	\$26.3882	\$27.7727

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90*

Annual \$1000 for Master's*

Annual \$1500 for earned Doctorate*

*Credit for only one degree will be given

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
G18	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

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

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$17.5973	\$18.4732	\$19.4197	\$20.4612	\$21.4314
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$18.0115	\$18.9582	\$19.8814	\$20.9347	\$22.0350
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$18.4732	\$19.4197	\$20.4612	\$21.4314	\$22.4968
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	Telecommunication Operator I	W150					

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	\$18.9582	\$19.8814	\$20.9347	\$22.0350	\$23.1358
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraprof, Early Childhood Mild/Mod	W044					
G30	Media Specialist/Braille Transcriber	W220	\$19.4197	\$20.4612	\$21.4314	\$22.4968	\$23.6800
	Medical Lab Technician	W208					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
	Paraprof, Moderate/Severe	W049					
G31	Account Clerk III	W071	\$19.8814	\$20.9347	\$22.0350	\$23.1358	\$24.2600
	Assistant, Campus Safety	W061					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$20.4612	\$21.4314	\$22.4968	\$23.6800	\$24.8281
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$20.9346	\$22.0350	\$23.1358	\$24.2600	\$25.5028
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
	Paraeducator, Community Based	W152					
G34	Accounting Payroll Technician III	W185	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Attendance Technician	W187					
	Budget Technician I	W190					
	Paraeducator, Speech	W153					
	Child Welfare & Attend Specialist I	W138					

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	\$21.4314	\$22.4968	\$23.6800	\$24.8282	\$26.0943
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	\$22.0350	\$23.1358	\$24.2600	\$25.5028	\$26.7690
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	School/Community Liaison-NonLanguage	W137					
	Workplace Technician	W181					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
G36	Administrative Secretary I	W161	\$22.4968	\$23.6800	\$24.8282	\$26.0943	\$27.5144
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

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

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	\$26.0943	\$27.5144	\$28.9227	\$30.3427	\$31.8811
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	\$26.7690	\$28.1534	\$29.5616	\$31.1594	\$32.7214
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	\$27.5144	\$28.9227	\$30.3427	\$31.8811	\$33.5851
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	\$28.1534	\$29.5616	\$31.1594	\$32.7214	\$34.3189
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	\$28.9227	\$30.3427	\$31.8811	\$33.5851	\$35.2184
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
	Licensed Vocational Nurse	W198					
G47	Licensed Mental Health Clinician	W074	\$29.6399	\$31.1367	\$32.6928	\$34.3270	\$36.0942
G51	Network Technician II	W193	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	\$32.7214	\$34.3189	\$36.0942	\$37.8930	\$39.7864
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterater Itinerant	W090	\$34.4250	\$36.1453	\$37.9533	\$39.8512	\$41.8429
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	\$35.2184	\$37.0168	\$38.8753	\$40.8043	\$42.9461
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$36.0942	\$37.8930	\$39.7864	\$41.8693	\$43.9876
	Senior Interpreter - Translator, Bilingual	W266					
G58	Network Technician III	W194	\$38.8753	\$40.8043	\$42.9461	\$45.1471	\$47.4075
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	\$39.7864	\$41.8693	\$43.9876	\$46.2478	\$48.5909
	Software Engineer	W240					
G60	Database Administrator	W170	\$40.8185	\$42.8595	\$45.0031	\$47.2535	\$49.6164
	Systems Programmer	W154					
	Systems Engineer	W241					

Year 2023-2024

LVN Grade Change - G46

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective November 6, 2023

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

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- Annual \$500 for BA +90*
- Annual \$1000 for Master's*
- Annual \$1500 for earned Doctorate*
- *Credit for only one degree will be given

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective January 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$16.0000				
G18	Paraprof, PE/Athletics	W041	\$15.9000	\$15.9000	\$15.9759	\$16.7452	\$17.5973
G19	Office Clerk	W073	\$15.9000	\$15.9000	\$16.3311	\$17.1595	\$18.0115
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$15.9000	\$15.9759	\$16.7452	\$17.5973	\$18.4732
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$15.9759	\$16.7452	\$17.5973	\$18.4732	\$19.4197
G23	Early Childhood Food Service Asst	W068	\$16.3311	\$17.1595	\$18.0115	\$18.9582	\$19.8814
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					

Year 2023-2024

Minimum Wage increase effective 1/1/2024

Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

FTA-TRADES Hourly Salary Schedule

2023-2024

Effective July 1, 2023

FTA-TRADES Hourly-Salary-Schedule

Grade	Title	Job Code	Hrly Rate
M15	Laborer - HVAC - Filter Changer	M026	\$35.0126
M15	Laborer - Maintenance	M027	\$35.0126
M18	Irrigation Specialist	M016	\$33.2496
M21	Floor Covering Worker	M019	\$42.8278
M24	Equipment Operator I	M028	\$39.3890
M27	Roofer	M013	\$35.1517
M30	Painter	M010	\$44.8770
M39	Equipment Operator II	M029	\$43.7656
M46	Electrician	M004	\$44.6096
M46	Electronics Services Specialist	M015	\$44.6096
M46	Telecommunications Technician	M017	\$44.6096
M49	Glazier	M005	\$50.8521
M69	Boiler/Heating Equipment Mechanic	M007	\$47.5031
M69	HVAC & Refrigeration Mechanic	M008	\$47.5031
M69	Plumber	M012	\$47.5031

FTA-TRADES Lead Hourly Salary Schedule

Grade	Title	Job Code	Hrly Rate (Step 18)
M22	Lead Floor Covering Worker	M030	\$44.9692
M23	Lead HVAC & Refrigeration Mechanic	M033	\$49.8782
M33	Lead Roofer	M014	\$36.9093
M36	Lead Painter	M011	\$47.1209
M47	Lead Electronics Services Specialist	M031	\$46.8400
M61	Lead Irrigation Specialist	M038	\$34.9120
M62	Lead Glazier	M040	\$53.3947
M64	Lead Electrician	M039	\$46.8400
M65	Lead Equipment Operator II	M041	\$45.9540
M68	Lead Plumber	M043	\$49.8782
M70	Lead Mobile Maintenance	M045	\$56.2193
M72	Lead Filter Changer	M046	\$36.7633

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$15.5000				
G18	Paraprof, PE/Athletics	W041	\$17.2515	\$17.2515	\$17.3339	\$18.1685	\$19.0931
G19	Office Clerk	W073	\$17.2515	\$17.2515	\$17.7192	\$18.6181	\$19.5425
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	\$17.2515	\$17.3339	\$18.1685	\$19.0931	\$20.0434
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	\$17.3339	\$18.1685	\$19.0931	\$20.0434	\$21.0704
G23	Early Childhood Food Service Asst	W068	\$17.7192	\$18.6181	\$19.5425	\$20.5696	\$21.5713
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G23	School Readiness Facilitator-Hmong	W100	\$17.7192	\$18.6181	\$19.5425	\$20.5696	\$21.5713
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					
G24	Health Assistant	W020	\$18.1685	\$19.0931	\$20.0434	\$21.0704	\$22.2004
	Library Media Technician-Elem	W204					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	\$18.6181	\$19.5425	\$20.5696	\$21.5713	\$22.7141
	Library Media Technician-Middle	W205					
G26	Account Clerk II	W070	\$19.0931	\$20.0434	\$21.0704	\$22.2004	\$23.2531
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	Library Media Technician-High School	W206					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved PENDING

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G26	Medi-Cal Billing Technician	W246	\$19.0931	\$20.0434	\$21.0704	\$22.2004	\$23.2531
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
G27	Categorical School Program Assistant	W235	\$19.5425	\$20.5696	\$21.5713	\$22.7141	\$23.9080
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
G28	Bookstore Technician	W189	\$20.0434	\$21.0704	\$22.2004	\$23.2531	\$24.4090
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Printing Technician	W233					
	Purchasing Technician	W212					
	Paraprof, Mild/Moderate	W047					
	Paraprof, Visually Impaired	W050					
	Telecommunication Operator I	W150					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	\$20.5696	\$21.5713	\$22.7141	\$23.9080	\$25.1023
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Paraprof, Early Childhood Mild/Mod	W044					
G30	Media Specialist/Braille Transcriber	W220	\$21.0704	\$22.2004	\$23.2531	\$24.4090	\$25.6928
	Medical Lab Technician	W208					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
	Paraprof, Moderate/Severe	W049					
	Paraprof, Extensive Support Needs	W267					
G31	Account Clerk III	W071	\$21.5713	\$22.7141	\$23.9080	\$25.1023	\$26.3221
	Assistant, Campus Safety	W061					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved PENDING

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	\$22.2004	\$23.2531	\$24.4090	\$25.6928	\$26.9385
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	Student Transfer Technician	W203					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	\$22.7140	\$23.9080	\$25.1023	\$26.3221	\$27.6705
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
	Paraeducator, Community Based	W152					
G34	Accounting Payroll Technician III	W185	\$23.2531	\$24.4090	\$25.6928	\$26.9386	\$28.3123
	Attendance Technician	W187					
	Budget Technician I	W190					
	Paraeducator, Speech	W153					
	Child Welfare & Attend Specialist I	W138					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	\$23.2531	\$24.4090	\$25.6928	\$26.9386	\$28.3123
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	\$23.9080	\$25.1023	\$26.3221	\$27.6705	\$29.0444
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	School/Community Liaison-NonLanguage	W137					
	Workplace Technician	W181					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraprof, Deaf/Hard of Hearing (Oral)	W063					
	Paraprof, Deaf/Hard of Hearing (Sign)	W064					
G36	Administrative Secretary I	W161	\$24.4090	\$25.6928	\$26.9386	\$28.3123	\$29.8531
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	\$24.4090	\$25.6928	\$26.9386	\$28.3123	\$29.8531
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	\$25.0190	\$26.2683	\$27.5832	\$28.9610	\$30.4091
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
G38	Technology Support Specialist I	W176	\$25.6440	\$26.9260	\$28.2711	\$29.6841	\$31.1670
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	\$26.3221	\$27.6705	\$29.0444	\$30.5464	\$32.0743
	Education Audiologist Technician	W019					
	Licensed Vocational Nurse	W198					
G40	Administrative Secretary II	W162	\$26.9782	\$28.3588	\$29.7735	\$31.3073	\$32.8751
G41	Architectural Drafting Specialist	W066	\$27.6705	\$29.0444	\$30.5464	\$32.0743	\$33.8079
	Media Technician/Driver	W219					
G42	Accountant I	W001	\$28.3123	\$29.8531	\$31.3811	\$32.9218	\$34.5910
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	\$28.3123	\$29.8531	\$31.3811	\$32.9218	\$34.5910
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	\$29.0444	\$30.5464	\$32.0743	\$33.8079	\$35.5027
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	\$29.8531	\$31.3811	\$32.9218	\$34.5910	\$36.4398
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	\$30.5464	\$32.0743	\$33.8079	\$35.5027	\$37.2360
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	\$31.3811	\$32.9218	\$34.5910	\$36.4398	\$38.2120
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
G47	Licensed Mental Health Clinician	W074	\$32.1593	\$33.7833	\$35.4717	\$37.2448	\$39.1622
G51	Network Technician II	W193	\$35.5027	\$37.2360	\$39.1622	\$41.1139	\$43.1682

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved PENDING

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	\$35.5027	\$37.2360	\$39.1622	\$41.1139	\$43.1682
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterator Itinerant	W090	\$37.3511	\$39.2177	\$41.1793	\$43.2386	\$45.3995
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	\$38.2120	\$40.1632	\$42.1797	\$44.2727	\$46.5965
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	\$39.1622	\$41.1139	\$43.1682	\$45.4282	\$47.7265
	Senior Interpreter - Translator, Bilingual	W266					
G58	Network Technician III	W194	\$42.1797	\$44.2727	\$46.5965	\$48.9846	\$51.4371
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	\$43.1682	\$45.4282	\$47.7265	\$50.1789	\$52.7211
	Software Engineer	W240					
G60	Database Administrator	W170	\$44.2881	\$46.5026	\$48.8284	\$51.2700	\$53.8338
	Systems Programmer	W154					
	Systems Engineer	W241					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved **PENDING**

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	\$46.5965	\$48.9846	\$51.4371	\$54.0567	\$56.7401

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- Annual \$500 for BA +90*
- Annual \$1000 for Master's*
- Annual \$1500 for earned Doctorate*
- *Credit for only one degree will be given

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 260 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	\$15,928.22	\$16,766.48	\$17,649.06	\$18,577.95	\$19,555.76
E32	Chief Engagement and External Partnerships Officer	E259	\$14,353.28	\$15,070.97	\$15,824.57	\$16,615.84	\$17,446.61
	Instructional Superintendent, School Curriculum	E225					
	Instructional Superintendent, School Leadership	E224					
E31	Assistant Superintendent, Early Learning	E246	\$12,872.91	\$13,516.59	\$14,192.43	\$14,902.09	\$15,647.18
	Assistant Superintendent, EL Program and Services	E202					
	Assistant Superintendent, School Leadership	E203					
	Assistant Superintendent, Special Education Services	E177					
E30	Principal V	E226	\$12,125.81	\$12,732.10	\$13,368.70	\$14,037.12	\$14,739.02
	Executive Officer - Leadership Development	E280					
E29	Administrator, Leadership Development	E009	\$11,378.62	\$11,947.33	\$12,545.00	\$13,171.95	\$13,830.68
	Executive Director, Special Education	E233					
	Principal IV	E148					
	Principal IV on Special Assignment	E216					
	Principal III on Special Assignment	E215					
E27	Director, Health Services	E076	\$10,754.93	\$11,292.25	\$11,856.47	\$12,449.67	\$13,072.54
	Director, Instructional Media Services	E080					
	Director, Instructional Support	E070					
	Director, School Choice	E087					
	Director, SELPA	E091					
E26	Manager III, Athletics	E110	\$10,242.39	\$10,754.93	\$11,292.25	\$11,856.47	\$12,449.67
	Manager III, Community Family Engagement Network	E112					
	Manager III, Early Childhood Education	E114					

Fresno Unified School District

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Effective July 1, 2023

Management 260 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	\$9,754.77	\$10,242.39	\$10,754.93	\$11,292.25	\$11,856.47
	Manager II, Special Education	E212					
	Manager II, State and Federal Programs	E056					
E24	Manager I (General)	E258	\$9,290.37	\$9,754.77	\$10,242.39	\$10,754.93	\$11,292.25

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

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 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.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 260 Duty Days (12 Month/July to June Work Schedule)

Grade Job Title

Job Code

Step 1

Step 2

Step 3

Step 4

Step 5

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

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 225 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	\$11,272.10	\$11,835.50	\$12,427.53	\$13,048.61	\$13,701.18

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 2023-2024

Effective July 1, 2023

Management 216 Duty Days (11 Month/August 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>
E28	Principal II	E145	\$11,493.45	\$12,068.24	\$12,671.82	\$13,305.38	\$13,970.60

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

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Fresno Unified School District**Certificated Management Monthly Salary Schedule 2023-2024**

Effective July 1, 2023

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

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	\$10,771.11	\$11,309.47	\$11,875.20	\$12,468.67	\$13,092.24
	Principal III on Special Assignment	E215					
E28	Principal II	E145	\$10,486.88	\$11,011.34	\$11,562.06	\$12,140.13	\$12,747.09
	Principal II on Special Assignment	E146					
E27	Vice Principal III on Special Assignment	E192	\$10,180.69	\$10,689.34	\$11,223.44	\$11,784.92	\$12,374.57
E26	Manager III, Special Education Programs and Services	E124	\$9,695.58	\$10,180.69	\$10,689.34	\$11,223.44	\$11,784.92
	Vice Principal II	E190					
	Vice Principal II on Special Assignment	E217					
E25	Manager II - Specialized Programs	E245	\$9,234.01	\$9,695.58	\$10,180.69	\$10,689.34	\$11,223.44
	Manager II, Campus Culture	E033					
	Manager II, English Language Development	E040					
	Manager II, Nurse Educator	E273					
	Manager II, Preschool Infant	E047					
	Manager II, Regional Instructional	E222					
	Manager II, Social Emotional Support	E028					
	School Psychologist - District	E151					
	Vice Principal I on Special Assignment	E187					
E24	Manager I, Autism Support	E153	\$8,794.37	\$9,234.01	\$9,695.58	\$10,180.69	\$10,689.34
	Manager I, Prevention and Intervention	E055					
	Manager I, Technology Training	E157					
	School Counselor	E060					

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

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

E23	Coordinator II, Attendance	E137	\$8,375.55	\$8,794.37	\$9,234.01	\$9,695.58	\$10,180.69
E21	School Social Worker	E152	\$7,597.00	\$7,976.80	\$8,375.55	\$8,794.37	\$9,234.16

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 2023-2024

Effective July 1, 2023

Management 215 Duty Days (11 Month/August 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	\$11,750.31	\$12,337.61	\$12,954.76	\$13,602.18	\$14,282.44
	Principal III on Special Assignment	E215					
E28	Principal II	E145	\$11,440.24	\$12,012.37	\$12,613.15	\$13,243.78	\$13,905.92
	Principal II on Special Assignment	E146					
E27	Vice Principal III on Special Assignment	E192	\$11,106.21	\$11,661.10	\$12,243.76	\$12,856.28	\$13,499.53
E26	Manager III, Special Education Programs and Services	E124	\$10,577.00	\$11,106.21	\$11,661.10	\$12,243.76	\$12,856.28
	Vice Principal II	E190					
	Vice Principal II on Special Assignment	E217					
E25	Manager II - Specialized Programs	E245	\$10,073.46	\$10,577.00	\$11,106.21	\$11,661.10	\$12,243.76
	Manager II, Campus Culture	E033					
	Manager II, English Language Development	E040					
	Manager II, Nurse Educator	E273					
	Manager II, Preschool Infant	E047					
	Manager II, Regional Instructional	E222					
	Manager II, Social Emotional Support	E028					
	School Psychologist - District	E151					
	Vice Principal I on Special Assignment	E187					
E24	Manager I, Autism Support	E153	\$9,593.86	\$10,073.46	\$10,577.00	\$11,106.21	\$11,661.10
	Manager I, Prevention and Intervention	E055					
	Manager I, Technology Training	E157					
	School Counselor	E060					
E23	Coordinator II, Attendance	E137	\$9,136.97	\$9,593.86	\$10,073.46	\$10,577.00	\$11,106.21
	School Social Worker	E152					

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 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

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C. CHALLENGING ASSIGNMENT INCENTIVE

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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 2023-2024

Effective July 1, 2023

Management 211 Duty Days (11 Month/August 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>
E26	Vice Principal II	E190	\$10,380.22	\$10,899.58	\$11,444.15	\$12,015.97	\$12,617.09

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*

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 207 Duty Days (11 Month/August 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	Vice Principal I	E189	\$9,698.63	\$10,183.44	\$10,692.96	\$11,227.20	\$11,788.18
E24	Advisor, Guidance and Learning	E044	\$9,236.88	\$9,698.63	\$10,183.44	\$10,692.96	\$11,227.20

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

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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.

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Fresno Unified School District**Certificated Management Monthly Salary Schedule 2023-2024**

Effective July 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	\$10,320.23	\$10,836.05	\$11,378.09	\$11,946.72	\$12,544.19
E28	Principal II	E145	\$10,047.90	\$10,550.40	\$11,078.06	\$11,631.94	\$12,213.49
	Principal II on Special Assignment	E146					
E27	Vice Principal III	E191	\$9,754.53	\$10,241.88	\$10,753.63	\$11,291.60	\$11,856.56
	Vice Principal III on Special Assignment	E192					
E25	Manager II, - Special Education/Principal I	E222	\$8,847.47	\$9,289.72	\$9,754.53	\$10,241.88	\$10,753.63
	Manager II, Regional Instructional	E156					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	\$8,426.24	\$8,847.47	\$9,289.72	\$9,754.53	\$10,241.88

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

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C. CHALLENGING ASSIGNMENT INCENTIVE

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 206 Duty Days (11 Month/August 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	\$11,258.43	\$11,821.15	\$12,412.47	\$13,032.79	\$13,684.57
E28	Principal II	E145	\$10,961.34	\$11,509.53	\$12,085.16	\$12,689.39	\$13,323.81
	Principal II on Special Assignment	E146					
E27	Vice Principal III	E191	\$10,641.30	\$11,172.96	\$11,731.23	\$12,318.11	\$12,934.43
	Vice Principal III on Special Assignment	E192					
E25	Manager II, - Special Education/Principal I	E222	\$9,651.78	\$10,134.24	\$10,641.30	\$11,172.96	\$11,731.23
	Manager II, Regional Instructional	E156					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	\$9,192.26	\$9,651.78	\$10,134.24	\$10,641.30	\$11,172.96

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.

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

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C. CHALLENGING ASSIGNMENT INCENTIVE

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 201 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>
E26	Vice Principal II	E190	\$9,064.24	\$9,517.77	\$9,993.29	\$10,492.62	\$11,017.53
E25	Head Counselor	E062	\$8,632.72	\$9,064.24	\$9,517.77	\$9,993.29	\$10,492.62
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
E24	Advisor, Guidance and Learning	E044	\$8,221.72	\$8,632.72	\$9,064.24	\$9,517.77	\$9,993.29
	School Counselor - Site	E060					

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*

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Fresno Unified School District

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Effective July 1, 2023

Management 201 Duty Days (11 Month/August 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>
E26	Vice Principal II	E190	\$9,888.26	\$10,383.02	\$10,901.77	\$11,446.49	\$12,019.13
E25	Head Counselor	E062	\$9,417.52	\$9,888.26	\$10,383.02	\$10,901.77	\$11,446.49
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
E24	Advisor, Guidance and Learning	E044	\$8,969.15	\$9,417.52	\$9,888.26	\$10,383.02	\$10,901.77
	School Counselor - Site	E060					

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

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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.

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 197 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	\$8,460.93	\$8,883.86	\$9,328.36	\$9,794.42	\$10,283.81
E24	Advisor, Guidance and Learning	E044	\$8,058.10	\$8,460.93	\$8,883.86	\$9,328.36	\$9,794.42
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
E21	Social Worker, School	E152	\$6,960.97	\$7,308.98	\$7,674.35	\$8,058.10	\$8,461.07

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 2023-2024

Effective July 1, 2023

Management 197 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	\$9,230.10	\$9,691.48	\$10,176.39	\$10,684.82	\$11,218.70
E24	Advisor, Guidance and Learning	E044	\$8,790.66	\$9,230.10	\$9,691.48	\$10,176.39	\$10,684.82
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
E21	Social Worker, School	E152	\$7,593.78	\$7,973.43	\$8,372.01	\$8,790.66	\$9,230.26

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2023-2024

Effective July 1, 2023

Management 185 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E21	School Social Worker	E152	\$7,131.22	\$7,487.74	\$7,862.04	\$8,255.18	\$8,668.01

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

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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**Classified Management Daily Salary Schedule 2023-2024**

Effective July 1, 2023

Management 260 Duty Days

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E33	Chief Financial Officer	E260	\$735.15	\$773.84	\$814.57	\$857.44	\$902.57
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
E32	Chief Engagement and External Partnership Officer	E259	\$662.46	\$695.58	\$730.36	\$766.88	\$805.23
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	\$594.13	\$623.84	\$655.04	\$687.79	\$722.18
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	\$559.65	\$587.64	\$617.02	\$647.87	\$680.26
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	\$525.17	\$551.42	\$579.00	\$607.94	\$638.34
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
E27	Executive Director, Research Evaluation and Assessment	E094					
	Director (General)	E219	\$496.38	\$521.18	\$547.22	\$574.60	\$603.35
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

Fresno Unified School District**Classified Management Daily Salary Schedule 2023-2024**

Effective July 1, 2023

Management 260 Duty Days

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E27	Director, Fiscal Services	E073	\$496.38	\$521.18	\$547.22	\$574.60	\$603.35
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
E26	Administrative Analyst	E015	\$472.73	\$496.38	\$521.18	\$547.22	\$574.60
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$450.22	\$472.73	\$496.38	\$521.18	\$547.22
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	\$428.79	\$450.22	\$472.73	\$496.38	\$521.18
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
	Manager, Grounds and Landscape Services	E282					
E23	Executive Assistant to Superintendent	E024	\$408.37	\$428.79	\$450.22	\$472.73	\$496.38
E22	Analyst II, Budget	E261	\$388.92	\$408.37	\$428.79	\$450.22	\$471.90
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 260 Duty Days

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E22	Project Maintenance & Operations Manager	E256	\$388.92	\$408.37	\$428.79	\$450.22	\$471.90
	Supervisor, Environmental Health & Safety Services	E281					
E21	Analyst II, Accounting/Payroll	E199	\$370.41	\$388.92	\$408.37	\$428.79	\$450.23
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$352.77	\$370.41	\$388.92	\$408.37	\$428.79
	Coordinator I, Community Schools**	E279					
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
	Executive Chef	E276					
E19	Coordinator I, Purchasing	E127	\$335.96	\$352.77	\$370.41	\$388.92	\$408.37
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262	\$319.96	\$335.96	\$352.77	\$370.41	\$388.92
	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	\$304.88	\$319.96	\$335.96	\$352.77	\$370.41
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	\$290.21	\$304.71	\$319.96	\$335.96	\$352.77
E15	Athletic Trainer (Certified)	E229	\$276.39	\$290.21	\$304.71	\$319.96	\$335.96
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 260 Duty Days

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E15	Coordinator, Farm to School	E277	\$276.39	\$290.21	\$304.71	\$319.96	\$335.96
E13	District Supervisor I, Custodial Services	E030	\$250.71	\$263.23	\$276.39	\$290.21	\$304.71
	District Supervisor I, Graphic Services	E174					

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

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

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

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

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

B. MENTOR/LEADERSHIP COACH INCREMENT

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C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

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

Fresno Unified School District**Classified Management Daily Salary Schedule 2023-2024**

Effective July 1, 2023

Management 215 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E26	Manager III (General)	E223	\$541.15	\$568.22	\$596.61	\$626.42	\$657.76
E25	Manager II (General)	E211	\$515.39	\$541.15	\$568.22	\$596.61	\$626.42
	Manager II, Specialized Programs	E245					
	Manager II, Student Conduct Hearing	E154					
E24	Manager I, Program	E123	\$490.85	\$515.39	\$541.15	\$568.22	\$596.61
E23	Occupational Therapist	E186	\$467.47	\$490.85	\$515.39	\$541.15	\$568.22
	Physical Therapist	E253					
E22	Coordinator II, Career Education	E207	\$445.22	\$467.47	\$490.85	\$515.39	\$540.20

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

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*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 206 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E25	Manager II (General)	E211	\$515.39	\$541.15	\$568.22	\$596.61	\$626.42
	Manager II, Special Education	E212					

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

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C. CHALLENGING ASSIGNMENT INCENTIVE

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*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 205 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E24	Advisor, Behavior Support	E275	\$490.85	\$515.39	\$541.15	\$568.22	\$596.61

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

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*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 201 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E25	Manager II (General)	E211	\$515.39	\$541.15	\$568.22	\$596.61	\$626.42

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

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*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2023-2024

Effective July 1, 2023

Management 197 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E24	Manager I, Program	E123	\$490.85	\$515.39	\$541.15	\$568.22	\$596.61
E13	Specialist, Behavioral Intervention	E230	\$287.00	\$301.33	\$316.40	\$332.22	\$348.81

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

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The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR5 71) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

FRESNO UNIFIED SCHOOL DISTRICT
Basic Annual Salary Schedule 2023-2024
Effective July 1, 2023
Schedule A: Nurses 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified nursing experience

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Nurses

0	\$63,493.92	\$66,934.04	\$70,374.30	\$73,813.96	\$75,843.64
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Full-Credentialed Nurses

1**	\$66,934.04	\$70,374.30	\$73,813.96	\$77,254.22	\$79,386.90
2	\$70,374.30	\$73,813.96	\$77,254.22	\$80,694.34	\$82,930.32
3	\$73,813.96	\$77,254.22	\$80,694.34	\$84,134.45	\$86,473.44
4	\$77,254.22	\$80,694.34	\$84,134.45	\$87,574.26	\$90,016.56
5	\$80,694.34	\$84,134.45	\$87,574.26	\$91,014.23	\$93,560.12
6	\$84,134.45	\$87,574.26	\$91,014.23	\$94,474.76	\$97,309.26
7	\$87,574.26	\$91,014.23	\$94,474.76	\$98,155.97	\$101,100.43
8		\$94,474.76	\$98,155.97	\$101,836.43	\$104,891.60
9			\$101,836.43	\$105,517.78	\$108,683.06
10				\$109,198.40	\$112,474.38

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Nurses receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,747.17	\$110,945.57	\$114,273.97
12	3.20%	\$3,494.35	\$112,692.74	\$116,073.56
13	4.80%	\$5,241.52	\$114,439.92	\$117,873.15
14	6.40%	\$6,988.70	\$116,187.09	\$119,672.74
15	8.00%	\$8,735.87	\$117,934.27	\$121,472.33

FRESNO UNIFIED SCHOOL DISTRICT
Basic Annual Salary Schedule 2023-2024
Effective July 1, 2023
Schedule A: Nurses 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 nursing experience or outside nursing services

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Nurses

0	\$68,642.08	\$72,361.12	\$76,080.32	\$79,798.88	\$81,993.12
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Full-Credentialed Nurses

1**	\$72,361.12	\$76,080.32	\$79,798.88	\$83,518.08	\$85,823.68
2	\$76,080.32	\$79,798.88	\$83,518.08	\$87,237.12	\$89,654.40
3	\$79,798.88	\$83,518.08	\$87,237.12	\$90,956.16	\$93,484.80
4	\$83,518.08	\$87,237.12	\$90,956.16	\$94,674.88	\$97,315.20
5	\$87,237.12	\$90,956.16	\$94,674.88	\$98,393.76	\$101,146.08
6	\$90,956.16	\$94,674.88	\$98,393.76	\$102,134.88	\$105,199.20
7	\$94,674.88	\$98,393.76	\$102,134.88	\$106,114.56	\$109,297.76
8		\$102,134.88	\$106,114.56	\$110,093.44	\$113,396.32
9			\$110,093.44	\$114,073.28	\$117,495.20
10				\$118,052.32	\$121,593.92

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$1000 for MA on all classes*
Annual	\$500 for BA + 90*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers

* Additions are non-cumulative

Nurses receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,888.84	\$119,941.16	\$123,539.42
12	3.20%	\$3,777.67	\$121,829.99	\$125,484.93
13	4.80%	\$5,666.51	\$123,718.83	\$127,430.43
14	6.40%	\$7,555.35	\$125,607.67	\$129,375.93
15	8.00%	\$9,444.19	\$127,496.51	\$131,321.43

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

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

FRESNO UNIFIED SCHOOL DISTRICT
 Basic Annual Salary Schedule 2023-2024
 Effective July 1, 2023
 Schedule A: Nurses 207* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 nursing experience or outside nursing services

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Nurses

0	\$71,044.55	\$74,893.76	\$78,743.13	\$82,591.84	\$84,862.88
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Full-Credentialed Nurses

1**	\$74,893.76	\$78,743.13	\$82,591.84	\$86,441.21	\$88,827.51
2	\$78,743.13	\$82,591.84	\$86,441.21	\$90,290.42	\$92,792.30
3	\$82,591.84	\$86,441.21	\$90,290.42	\$94,139.63	\$96,756.77
4	\$86,441.21	\$90,290.42	\$94,139.63	\$97,988.50	\$100,721.23
5	\$90,290.42	\$94,139.63	\$97,988.50	\$101,837.54	\$104,686.19
6	\$94,139.63	\$97,988.50	\$101,837.54	\$105,709.60	\$108,881.17
7	\$97,988.50	\$101,837.54	\$105,709.60	\$109,828.57	\$113,123.18
8		\$105,709.60	\$109,828.57	\$113,946.71	\$117,365.19
9			\$113,946.71	\$118,065.84	\$121,607.53
10				\$122,184.15	\$125,849.71

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Nurses receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,954.95	\$124,139.10	\$127,863.30
12	3.20%	\$3,909.89	\$126,094.04	\$129,876.90
13	4.80%	\$5,864.84	\$128,048.99	\$131,890.49
14	6.40%	\$7,819.79	\$130,003.94	\$133,904.09
15	8.00%	\$9,774.73	\$131,958.88	\$135,917.68

FRESNO UNIFIED SCHOOL DISTRICT
 Basic Annual Salary Schedule 2023-2024
 Effective July 1, 2023
 Schedule A: Nurses 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 nursing experience or outside nursing services

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Nurses

0	\$69,671.71	\$73,446.54	\$77,221.52	\$80,995.86	\$83,223.02
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Full-Credentialed Nurses

1**	\$73,446.54	\$77,221.52	\$80,995.86	\$84,770.85	\$87,111.04
2	\$77,221.52	\$80,995.86	\$84,770.85	\$88,545.68	\$90,999.22
3	\$80,995.86	\$84,770.85	\$88,545.68	\$92,320.50	\$94,887.07
4	\$84,770.85	\$88,545.68	\$92,320.50	\$96,095.00	\$98,774.93
5	\$88,545.68	\$92,320.50	\$96,095.00	\$99,869.67	\$102,663.27
6	\$92,320.50	\$96,095.00	\$99,869.67	\$103,666.90	\$106,777.19
7	\$96,095.00	\$99,869.67	\$103,666.90	\$107,706.28	\$110,937.23
8		\$103,666.90	\$107,706.28	\$111,744.84	\$115,097.26
9			\$111,744.84	\$115,784.38	\$119,257.63
10				\$119,823.10	\$123,417.83

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2070 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Nurses receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,917.17	\$121,740.27	\$125,392.51
12	3.20%	\$3,834.34	\$123,657.44	\$127,367.20
13	4.80%	\$5,751.51	\$125,574.61	\$129,341.88
14	6.40%	\$7,668.68	\$127,491.78	\$131,316.57
15	8.00%	\$9,585.85	\$129,408.95	\$133,291.26

FRESNO UNIFIED SCHOOL DISTRICT

Classified Y-rated Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G20	Paraprof, Instructional Asst	W037	\$17.2515	\$17.3339	\$18.1685	\$19.0931	\$20.0434
	After School Ext Day	W022					
G24	Paraprof, Mild/Moderate	W047	\$18.1685	\$19.0931	\$20.0434	\$21.0704	\$22.2004
	After School Ext Day	W022					
G27	Assistant, Office I	W056	\$19.5425	\$20.5696	\$21.5713	\$22.7141	\$23.9080
G28	Assistant, Office II	W057	\$20.0434	\$21.0704	\$22.2004	\$23.2531	\$24.4090
G29	Assistant, Resource Counseling	W018	\$20.5696	\$21.5713	\$22.7141	\$23.9080	\$25.1023
G32	Assistant, Office III	W058	\$22.2004	\$23.2531	\$24.4090	\$25.6928	\$26.9385
G34	Assistant, Office III	W058	\$23.2531	\$24.4090	\$25.6928	\$26.9386	\$28.3123
G35	Home/School Liaison-Spanish	W125	\$23.9080	\$25.1023	\$26.3221	\$27.6705	\$29.0444
	Paraprof, DHH Sign	W064					
G36	Liaison, Home School	W228	\$24.4090	\$25.6928	\$26.9386	\$28.3123	\$29.8531
G40	Paraprof, DHH Oral	W063	\$26.9782	\$28.3588	\$29.7735	\$31.3073	\$32.8751
	Paraprof, DHH Sign	W064					
G44	Specialist, Tier II Intervention	E264	\$29.8531	\$31.3811	\$32.9218	\$34.5910	\$36.4398

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

Speech Language Pathologist Pilot Salary Schedule

Effective July 1, 2023 through June 30, 2026
Full-Credentialed Speech Language Pathologist
185 Duty Days

LEVEL	*SALARY
1	\$ 94,172.01
2	\$ 99,696.94
3	\$ 104,943.99
4	\$ 110,467.50
5	\$ 116,281.38
6	\$ 122,401.62
7	\$ 128,843.77
8	\$ 135,625.13
9	\$ 135,625.13
10	\$ 135,625.13

*Salary is inclusive of the Special Education stipend, Speech and Language Therapy stipend, and all other additions to placement on the current Basic Schedule.

Career Increment for FUSD Service Years

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

SLP at level 10 meeting the appropriate years of service would receive the following compensation:

YEARS OF SERVICE	PERCENT OF SALARY	CAREER INCREMENT	*SALARY
11	1.6%	\$ 2,170.00	\$ 137,795.13
12	3.2%	\$ 4,340.00	\$ 139,965.13
13	4.8%	\$ 6,510.01	\$ 142,135.14
14	6.4%	\$ 8,680.01	\$ 144,305.14
15	8.0%	\$ 10,850.01	\$ 146,475.14

Year 2022-26

8.5% increase effective 7/1/2023

Board Approved: Pending

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: JROTC INSTRUCTORS - ARMY 218* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service or military experience

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$67,561.16	\$71,614.92	\$75,668.67	\$79,721.90	\$82,113.62
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Full-Credentialed Teachers

1	\$71,614.92	\$75,668.67	\$79,721.90	\$83,775.66	\$86,288.76
2	\$75,668.67	\$79,721.90	\$83,775.66	\$87,829.58	\$90,464.24
3	\$79,721.90	\$83,775.66	\$87,829.58	\$91,883.34	\$94,639.56
4	\$83,775.66	\$87,829.58	\$91,883.34	\$95,936.57	\$98,814.69
5	\$87,829.58	\$91,883.34	\$95,936.57	\$99,990.50	\$102,990.35
6		\$95,936.57	\$99,990.50	\$104,044.08	\$107,165.31
7		\$99,990.50	\$104,044.08	\$108,097.83	\$111,340.80
8			\$108,097.83	\$112,151.41	\$115,515.93
9			\$112,151.41	\$116,205.34	\$119,691.42
10				\$120,258.92	\$123,866.55

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,924.14	\$122,183.06	\$125,848.42
12	3.20%	\$3,848.29	\$124,107.20	\$127,830.28
13	4.80%	\$5,772.43	\$126,031.34	\$129,812.15
14	6.40%	\$7,696.57	\$127,955.49	\$131,794.01
15	8.00%	\$9,620.71	\$129,879.63	\$133,775.88

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

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

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center Teachers on Special Assignment 260 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$54,227.26	\$58,374.37	\$62,296.21	\$66,082.43	\$70,499.94
C-2	\$58,374.37	\$62,296.21	\$66,082.43	\$70,499.94	\$74,241.23
C-3	\$62,296.21	\$66,082.43	\$70,499.94	\$74,241.23	\$78,433.47
C-4	\$66,082.43	\$70,499.94	\$74,241.23	\$78,433.47	\$82,355.31
C-5		\$74,241.23	\$78,433.47	\$82,355.31	\$84,158.46
C-6			\$82,355.31	\$84,158.46	\$90,874.99
C-7				\$90,874.99	\$94,751.70
C-8					\$98,718.46

FRESNO UNIFIED SCHOOL DISTRICT

Basic-Hourly Rate Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center Teachers on Special Assignment 260 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$26.0708	\$28.0646	\$29.9501	\$31.7704	\$33.8942
C-2	\$28.0646	\$29.9501	\$31.7704	\$33.8942	\$35.6929
C-3	\$29.9501	\$31.7704	\$33.8942	\$35.6929	\$37.7084
C-4	\$31.7704	\$33.8942	\$35.6929	\$37.7084	\$39.5939
C-5		\$35.6929	\$37.7084	\$39.5939	\$40.4608
C-6			\$39.5939	\$40.4608	\$43.6899
C-7				\$43.6899	\$45.5537
C-8					\$47.4608

NOTE: Lead and PACE Lead teachers shall receive an additional \$1.00 per hour. CDC Supervisors will receive an additional \$4.00 per hour.**ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE**

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *********Career Increment:** Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$1,454.00	\$92,328.9919
12	3.20%	\$2,908.00	\$93,782.9917
13	4.80%	\$4,362.00	\$95,236.9916
14	6.40%	\$5,816.00	\$96,690.9915
15	8.00%	\$7,270.00	\$98,144.9914

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

Year 2023-2024

8.5% effective 7/1/2023

Board approved Pending

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

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Career Technical Ed/Vocational Ed Teachers 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or comparable service

Placement for CTE/Voc Ed teachers is found under Article 66 of the FTA CBA

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 Units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$57,334.02	\$60,774.13	\$64,214.24	\$67,653.91	\$69,683.58
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Full-Credentialed Teachers

1	\$60,774.13	\$64,214.24	\$67,653.91	\$71,094.02	\$73,226.70
2	\$64,214.24	\$67,653.91	\$71,094.02	\$74,534.28	\$76,770.12
3	\$67,653.91	\$71,094.02	\$74,534.28	\$77,974.39	\$80,313.38
4	\$71,094.02	\$74,534.28	\$77,974.39	\$81,414.06	\$83,856.50
5	\$74,534.28	\$77,974.39	\$81,414.06	\$84,854.32	\$87,400.07
6		\$81,414.06	\$84,854.32	\$88,294.28	\$90,943.04
7		\$84,854.32	\$88,294.28	\$91,734.40	\$94,486.46
8			\$91,734.40	\$95,174.36	\$98,029.58
9			\$95,174.36	\$98,614.62	\$101,572.99
10				\$102,054.58	\$105,116.11

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC ANNUAL SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,632.87	\$103,687.46	\$106,797.97
12	3.20%	\$3,265.75	\$105,320.33	\$108,479.83
13	4.80%	\$4,898.62	\$106,953.20	\$110,161.69
14	6.40%	\$6,531.49	\$108,586.08	\$111,843.54
15	8.00%	\$8,164.37	\$110,218.95	\$113,525.40

Year 2023-2024

8.5% effective 7/1/2023

Board approved Pending

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

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers and Librarians 185* Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or library service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers/Librarians

0	\$57,334.02	\$60,774.13	\$64,214.24	\$67,653.91	\$69,683.58
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Full-Credentialed Teachers/Librarians

1**	\$60,774.13	\$64,214.24	\$67,653.91	\$71,094.02	\$73,226.70
2	\$64,214.24	\$67,653.91	\$71,094.02	\$74,534.28	\$76,770.12
3	\$67,653.91	\$71,094.02	\$74,534.28	\$77,974.39	\$80,313.38
4	\$71,094.02	\$74,534.28	\$77,974.39	\$81,414.06	\$83,856.50
5	\$74,534.28	\$77,974.39	\$81,414.06	\$84,854.32	\$87,400.07
6	\$77,974.39	\$81,414.06	\$84,854.32	\$88,294.28	\$90,943.04
7	\$81,414.06	\$84,854.32	\$88,294.28	\$91,734.40	\$94,486.46
8		\$88,294.28	\$91,734.40	\$95,174.36	\$98,029.58
9			\$95,174.36	\$98,614.62	\$101,572.99
10				\$102,054.58	\$105,116.11

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,632.87	\$103,687.46	\$106,797.97
12	3.20%	\$3,265.75	\$105,320.33	\$108,479.83
13	4.80%	\$4,898.62	\$106,953.20	\$110,161.69
14	6.40%	\$6,531.49	\$108,586.08	\$111,843.54
15	8.00%	\$8,164.37	\$110,218.95	\$113,525.40

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers and Librarians 194* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or library service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers/Librarians

0	\$60,123.24	\$63,730.71	\$67,338.18	\$70,945.18	\$73,073.59
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Full-Credentialed Teachers/Librarians

1**	\$63,730.71	\$67,338.18	\$70,945.18	\$74,552.65	\$76,789.08
2	\$67,338.18	\$70,945.18	\$74,552.65	\$78,160.27	\$80,504.88
3	\$70,945.18	\$74,552.65	\$78,160.27	\$81,767.74	\$84,220.52
4	\$74,552.65	\$78,160.27	\$81,767.74	\$85,374.74	\$87,936.01
5	\$78,160.27	\$81,767.74	\$85,374.74	\$88,982.37	\$91,651.96
6	\$81,767.74	\$85,374.74	\$88,982.37	\$92,589.68	\$95,367.30
7	\$85,374.74	\$88,982.37	\$92,589.68	\$96,197.15	\$99,083.09
8		\$92,589.68	\$96,197.15	\$99,804.46	\$102,798.58
9			\$99,804.46	\$103,412.09	\$106,514.38
10				\$107,019.40	\$110,229.87

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,712.31	\$108,731.71	\$111,993.55
12	3.20%	\$3,424.62	\$110,444.02	\$113,757.22
13	4.80%	\$5,136.93	\$112,156.33	\$115,520.90
14	6.40%	\$6,849.24	\$113,868.64	\$117,284.58
15	8.00%	\$8,561.55	\$115,580.95	\$119,048.26

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers and Librarians 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or library service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers/Librarians

0	\$61,982.72	\$65,701.76	\$69,420.80	\$73,139.36	\$75,333.60
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Full-Credentialed Teachers/Librarians

1**	\$65,701.76	\$69,420.80	\$73,139.36	\$76,858.40	\$79,164.00
2	\$69,420.80	\$73,139.36	\$76,858.40	\$80,577.60	\$82,994.72
3	\$73,139.36	\$76,858.40	\$80,577.60	\$84,296.64	\$86,825.28
4	\$76,858.40	\$80,577.60	\$84,296.64	\$88,015.20	\$90,655.68
5	\$80,577.60	\$84,296.64	\$88,015.20	\$91,734.40	\$94,486.56
6	\$84,296.64	\$88,015.20	\$91,734.40	\$95,453.28	\$98,316.80
7	\$88,015.20	\$91,734.40	\$95,453.28	\$99,172.32	\$102,147.52
8		\$95,453.28	\$99,172.32	\$102,891.20	\$105,977.92
9			\$102,891.20	\$106,610.40	\$109,808.64
10				\$110,329.28	\$113,639.04

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05) effective July 1, 2015.** Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,765.27	\$112,094.55	\$115,457.26
12	3.20%	\$3,530.54	\$113,859.82	\$117,275.49
13	4.80%	\$5,295.81	\$115,625.09	\$119,093.71
14	6.40%	\$7,061.07	\$117,390.35	\$120,911.94
15	8.00%	\$8,826.34	\$119,155.62	\$122,730.16

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers and Librarians 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or library service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers/Librarians

0	\$62,912.46	\$66,687.29	\$70,462.11	\$74,236.45	\$76,463.60
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Non-Credentialed Teachers/Librarians

1**	\$66,687.29	\$70,462.11	\$74,236.45	\$78,011.28	\$80,351.46
2	\$70,462.11	\$74,236.45	\$78,011.28	\$81,786.26	\$84,239.64
3	\$74,236.45	\$78,011.28	\$81,786.26	\$85,561.09	\$88,127.66
4	\$78,011.28	\$81,786.26	\$85,561.09	\$89,335.43	\$92,015.52
5	\$81,786.26	\$85,561.09	\$89,335.43	\$93,110.42	\$95,903.86
6	\$85,561.09	\$89,335.43	\$93,110.42	\$96,885.08	\$99,791.55
7	\$89,335.43	\$93,110.42	\$96,885.08	\$100,659.90	\$103,679.73
8		\$96,885.08	\$100,659.90	\$104,434.57	\$107,567.59
9			\$104,434.57	\$108,209.56	\$111,455.77
10				\$111,984.22	\$115,343.63

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,791.75	\$113,775.97	\$117,189.12
12	3.20%	\$3,583.50	\$115,567.71	\$119,034.62
13	4.80%	\$5,375.24	\$117,359.46	\$120,880.12
14	6.40%	\$7,166.99	\$119,151.21	\$122,725.62
15	8.00%	\$8,958.74	\$120,942.96	\$124,571.12

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers and Librarians 204* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or library service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers/Librarians

0	\$63,222.37	\$67,015.80	\$70,809.22	\$74,602.15	\$76,840.27
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Full-Credentialed Teachers/Librarians

1**	\$67,015.80	\$70,809.22	\$74,602.15	\$78,395.57	\$80,747.28
2	\$70,809.22	\$74,602.15	\$78,395.57	\$82,189.15	\$84,654.61
3	\$74,602.15	\$78,395.57	\$82,189.15	\$85,982.57	\$88,561.79
4	\$78,395.57	\$82,189.15	\$85,982.57	\$89,775.50	\$92,468.79
5	\$82,189.15	\$85,982.57	\$89,775.50	\$93,569.09	\$96,376.29
6	\$85,982.57	\$89,775.50	\$93,569.09	\$97,362.35	\$100,283.14
7	\$89,775.50	\$93,569.09	\$97,362.35	\$101,155.77	\$104,190.47
8		\$97,362.35	\$101,155.77	\$104,949.02	\$108,097.48
9			\$104,949.02	\$108,742.61	\$112,004.81
10				\$112,535.87	\$115,911.82

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,800.57	\$114,336.44	\$117,766.41
12	3.20%	\$3,601.15	\$116,137.01	\$119,621.00
13	4.80%	\$5,401.72	\$117,937.59	\$121,475.59
14	6.40%	\$7,202.30	\$119,738.16	\$123,330.18
15	8.00%	\$9,002.87	\$121,538.73	\$125,184.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers 195* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$64,210.22	\$68,062.92	\$71,915.61	\$75,767.81	\$78,040.90
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Full-Credentialed Teachers

1**	\$68,062.92	\$71,915.61	\$75,767.81	\$79,620.50	\$82,008.96
2	\$71,915.61	\$75,767.81	\$79,620.50	\$83,473.36	\$85,977.34
3	\$75,767.81	\$79,620.50	\$83,473.36	\$87,326.05	\$89,945.56
4	\$79,620.50	\$83,473.36	\$87,326.05	\$91,178.25	\$93,913.62
5	\$83,473.36	\$87,326.05	\$91,178.25	\$95,031.11	\$97,882.17
6	\$87,326.05	\$91,178.25	\$95,031.11	\$98,883.63	\$101,850.06
7	\$91,178.25	\$95,031.11	\$98,883.63	\$102,736.33	\$105,818.45
8		\$98,883.63	\$102,736.33	\$106,588.85	\$109,786.50
9			\$106,588.85	\$110,441.71	\$113,754.89
10				\$114,294.24	\$117,722.94

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,828.71	\$116,122.95	\$119,606.51
12	3.20%	\$3,657.42	\$117,951.65	\$121,490.08
13	4.80%	\$5,486.12	\$119,780.36	\$123,373.64
14	6.40%	\$7,314.83	\$121,609.07	\$125,257.21
15	8.00%	\$9,143.54	\$123,437.78	\$127,140.78

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers 193* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$63,551.66	\$67,364.84	\$71,178.01	\$74,990.70	\$77,240.48
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Full-Credentialed Teachers

1**	\$67,364.84	\$71,178.01	\$74,990.70	\$78,803.88	\$81,167.84
2	\$71,178.01	\$74,990.70	\$78,803.88	\$82,617.22	\$85,095.52
3	\$74,990.70	\$78,803.88	\$82,617.22	\$86,430.40	\$89,023.04
4	\$78,803.88	\$82,617.22	\$86,430.40	\$90,243.08	\$92,950.40
5	\$82,617.22	\$86,430.40	\$90,243.08	\$94,056.43	\$96,878.25
6	\$86,430.40	\$90,243.08	\$94,056.43	\$97,869.44	\$100,805.44
7	\$90,243.08	\$94,056.43	\$97,869.44	\$101,682.62	\$104,733.13
8		\$97,869.44	\$101,682.62	\$105,495.63	\$108,660.49
9			\$105,495.63	\$109,308.98	\$112,588.17
10				\$113,121.99	\$116,515.53

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
	* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,809.95	\$114,931.94	\$118,379.78
12	3.20%	\$3,619.90	\$116,741.89	\$120,244.03
13	4.80%	\$5,429.86	\$118,551.85	\$122,108.27
14	6.40%	\$7,239.81	\$120,361.80	\$123,972.52
15	8.00%	\$9,049.76	\$122,171.75	\$125,836.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers 192* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$63,222.37	\$67,015.80	\$70,809.22	\$74,602.15	\$76,840.27
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Full-Credentialed Teachers

1**	\$67,015.80	\$70,809.22	\$74,602.15	\$78,395.57	\$80,747.28
2	\$70,809.22	\$74,602.15	\$78,395.57	\$82,189.15	\$84,654.61
3	\$74,602.15	\$78,395.57	\$82,189.15	\$85,982.57	\$88,561.79
4	\$78,395.57	\$82,189.15	\$85,982.57	\$89,775.50	\$92,468.79
5	\$82,189.15	\$85,982.57	\$89,775.50	\$93,569.09	\$96,376.29
6	\$85,982.57	\$89,775.50	\$93,569.09	\$97,362.35	\$100,283.14
7	\$89,775.50	\$93,569.09	\$97,362.35	\$101,155.77	\$104,190.47
8		\$97,362.35	\$101,155.77	\$104,949.02	\$108,097.48
9			\$104,949.02	\$108,742.61	\$112,004.81
10				\$112,535.87	\$115,911.82

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,800.57	\$114,336.44	\$117,766.41
12	3.20%	\$3,601.15	\$116,137.01	\$119,621.00
13	4.80%	\$5,401.72	\$117,937.59	\$121,475.59
14	6.40%	\$7,202.30	\$119,738.16	\$123,330.18
15	8.00%	\$9,002.87	\$121,538.73	\$125,184.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Lori Ann Infant Center 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$61,982.72	\$65,701.76	\$69,420.80	\$73,139.36	\$75,333.60
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Full-Credentialed Teachers

1**	\$65,701.76	\$69,420.80	\$73,139.36	\$76,858.40	\$79,164.00
2	\$69,420.80	\$73,139.36	\$76,858.40	\$80,577.60	\$82,994.72
3	\$73,139.36	\$76,858.40	\$80,577.60	\$84,296.64	\$86,825.28
4	\$76,858.40	\$80,577.60	\$84,296.64	\$88,015.20	\$90,655.68
5	\$80,577.60	\$84,296.64	\$88,015.20	\$91,734.40	\$94,486.56
6	\$84,296.64	\$88,015.20	\$91,734.40	\$95,453.28	\$98,316.80
7	\$88,015.20	\$91,734.40	\$95,453.28	\$99,172.32	\$102,147.52
8		\$95,453.28	\$99,172.32	\$102,891.20	\$105,977.92
9			\$102,891.20	\$106,610.40	\$109,808.64
10				\$110,329.28	\$113,639.04

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class I (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class I (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,765.27	\$112,094.55	\$115,457.26
12	3.20%	\$3,530.54	\$113,859.82	\$117,275.49
13	4.80%	\$5,295.81	\$115,625.09	\$119,093.71
14	6.40%	\$7,061.07	\$117,390.35	\$120,911.94
15	8.00%	\$8,826.34	\$119,155.62	\$122,730.16

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 217* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$67,251.25	\$71,286.41	\$75,321.57	\$79,356.21	\$81,736.96
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Full-Credentialed Teachers

1**	\$71,286.41	\$75,321.57	\$79,356.21	\$83,391.36	\$85,892.94
2	\$75,321.57	\$79,356.21	\$83,391.36	\$87,426.70	\$90,049.27
3	\$79,356.21	\$83,391.36	\$87,426.70	\$91,461.85	\$94,205.43
4	\$83,391.36	\$87,426.70	\$91,461.85	\$95,496.49	\$98,361.41
5	\$87,426.70	\$91,461.85	\$95,496.49	\$99,531.82	\$102,517.92
6	\$91,461.85	\$95,496.49	\$99,531.82	\$103,566.81	\$106,673.73
7	\$95,496.49	\$99,531.82	\$103,566.81	\$107,601.97	\$110,830.06
8		\$103,566.81	\$107,601.97	\$111,636.95	\$114,986.04
9			\$111,636.95	\$115,672.28	\$119,142.37
10				\$119,707.27	\$123,298.36

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,915.32	\$121,622.59	\$125,271.13
12	3.20%	\$3,830.63	\$123,537.90	\$127,243.91
13	4.80%	\$5,745.95	\$125,453.22	\$129,216.68
14	6.40%	\$7,661.27	\$127,368.53	\$131,189.45
15	8.00%	\$9,576.58	\$129,283.85	\$133,162.23

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 215* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$66,631.42	\$70,629.39	\$74,627.36	\$78,624.81	\$80,983.62
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Full-Credentialed Teachers

1**	\$70,629.39	\$74,627.36	\$78,624.81	\$82,622.78	\$85,101.30
2	\$74,627.36	\$78,624.81	\$82,622.78	\$86,620.92	\$89,219.32
3	\$78,624.81	\$82,622.78	\$86,620.92	\$90,618.89	\$93,337.18
4	\$82,622.78	\$86,620.92	\$90,618.89	\$94,616.34	\$97,454.86
5	\$86,620.92	\$90,618.89	\$94,616.34	\$98,614.48	\$101,573.05
6	\$90,618.89	\$94,616.34	\$98,614.48	\$102,612.28	\$105,690.56
7	\$94,616.34	\$98,614.48	\$102,612.28	\$106,610.24	\$109,808.58
8		\$102,612.28	\$106,610.24	\$110,608.04	\$113,926.26
9			\$110,608.04	\$114,606.18	\$118,044.29
10				\$118,603.98	\$122,161.97

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05) effective July 1, 2015.** Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,897.66	\$120,501.64	\$124,116.56
12	3.20%	\$3,795.33	\$122,399.30	\$126,071.15
13	4.80%	\$5,692.99	\$124,296.97	\$128,025.74
14	6.40%	\$7,590.65	\$126,194.63	\$129,980.33
15	8.00%	\$9,488.32	\$128,092.29	\$131,934.93

FRESNO UNIFIED SCHOOL DISTRICT
 Basic Annual Salary Schedule 2023-2024
 Effective July 1, 2023
 Schedule A: Teachers on Special Assignment 207* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$64,152.12	\$68,001.32	\$71,850.53	\$75,699.24	\$77,970.28
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Full-Credentialed Teachers

1**	\$68,001.32	\$71,850.53	\$75,699.24	\$79,548.44	\$81,934.74
2	\$71,850.53	\$75,699.24	\$79,548.44	\$83,397.82	\$85,899.54
3	\$75,699.24	\$79,548.44	\$83,397.82	\$87,247.02	\$89,864.16
4	\$79,548.44	\$83,397.82	\$87,247.02	\$91,095.73	\$93,828.63
5	\$83,397.82	\$87,247.02	\$91,095.73	\$94,945.10	\$97,793.59
6	\$87,247.02	\$91,095.73	\$94,945.10	\$98,794.14	\$101,757.89
7	\$91,095.73	\$94,945.10	\$98,794.14	\$102,643.35	\$105,722.68
8		\$98,794.14	\$102,643.35	\$106,492.39	\$109,687.15
9			\$106,492.39	\$110,341.76	\$113,651.94
10				\$114,190.80	\$117,616.41

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,827.05	\$116,017.86	\$119,498.27
12	3.20%	\$3,654.11	\$117,844.91	\$121,380.13
13	4.80%	\$5,481.16	\$119,671.96	\$123,261.99
14	6.40%	\$7,308.21	\$121,499.02	\$125,143.86
15	8.00%	\$9,135.26	\$123,326.07	\$127,025.72

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$62,912.46	\$66,687.29	\$70,462.11	\$74,236.45	\$76,463.60
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Full-Credentialed Teachers

1**	\$66,687.29	\$70,462.11	\$74,236.45	\$78,011.28	\$80,351.46
2	\$70,462.11	\$74,236.45	\$78,011.28	\$81,786.26	\$84,239.64
3	\$74,236.45	\$78,011.28	\$81,786.26	\$85,561.09	\$88,127.66
4	\$78,011.28	\$81,786.26	\$85,561.09	\$89,335.43	\$92,015.52
5	\$81,786.26	\$85,561.09	\$89,335.43	\$93,110.42	\$95,903.86
6	\$85,561.09	\$89,335.43	\$93,110.42	\$96,885.08	\$99,791.55
7	\$89,335.43	\$93,110.42	\$96,885.08	\$100,659.90	\$103,679.73
8		\$96,885.08	\$100,659.90	\$104,434.57	\$107,567.59
9			\$104,434.57	\$108,209.56	\$111,455.77
10				\$111,984.22	\$115,343.63

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,791.75	\$113,775.97	\$117,189.12
12	3.20%	\$3,583.50	\$115,567.71	\$119,034.62
13	4.80%	\$5,375.24	\$117,359.46	\$120,880.12
14	6.40%	\$7,166.99	\$119,151.21	\$122,725.62
15	8.00%	\$8,958.74	\$120,942.96	\$124,571.12

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 197 Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$61,052.98	\$64,716.23	\$68,379.49	\$72,042.27	\$74,203.60
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Full-Credentialed Teachers

1**	\$64,716.23	\$68,379.49	\$72,042.27	\$75,705.52	\$77,976.54
2	\$68,379.49	\$72,042.27	\$75,705.52	\$79,368.94	\$81,749.80
3	\$72,042.27	\$75,705.52	\$79,368.94	\$83,032.19	\$85,522.90
4	\$75,705.52	\$79,368.94	\$83,032.19	\$86,694.97	\$89,295.84
5	\$79,368.94	\$83,032.19	\$86,694.97	\$90,358.38	\$93,069.26
6	\$83,032.19	\$86,694.97	\$90,358.38	\$94,021.48	\$96,842.05
7	\$86,694.97	\$90,358.38	\$94,021.48	\$97,684.74	\$100,615.31
8		\$94,021.48	\$97,684.74	\$101,347.83	\$104,388.25
9			\$101,347.83	\$105,011.24	\$108,161.51
10				\$108,674.34	\$111,934.45

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,738.79	\$110,413.13	\$113,725.41
12	3.20%	\$3,477.58	\$112,151.92	\$115,516.36
13	4.80%	\$5,216.37	\$113,890.71	\$117,307.31
14	6.40%	\$6,955.16	\$115,629.50	\$119,098.26
15	8.00%	\$8,693.95	\$117,368.29	\$120,889.21

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment and Librarians 194 Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$60,123.24	\$63,730.71	\$67,338.18	\$70,945.18	\$73,073.59
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Full-Credentialed Teachers

1**	\$63,730.71	\$67,338.18	\$70,945.18	\$74,552.65	\$76,789.08
2	\$67,338.18	\$70,945.18	\$74,552.65	\$78,160.27	\$80,504.88
3	\$70,945.18	\$74,552.65	\$78,160.27	\$81,767.74	\$84,220.52
4	\$74,552.65	\$78,160.27	\$81,767.74	\$85,374.74	\$87,936.01
5	\$78,160.27	\$81,767.74	\$85,374.74	\$88,982.37	\$91,651.96
6	\$81,767.74	\$85,374.74	\$88,982.37	\$92,589.68	\$95,367.30
7	\$85,374.74	\$88,982.37	\$92,589.68	\$96,197.15	\$99,083.09
8		\$92,589.68	\$96,197.15	\$99,804.46	\$102,798.58
9			\$99,804.46	\$103,412.09	\$106,514.38
10				\$107,019.40	\$110,229.87

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

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Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,712.31	\$108,731.71	\$111,993.55
12	3.20%	\$3,424.62	\$110,444.02	\$113,757.22
13	4.80%	\$5,136.93	\$112,156.33	\$115,520.90
14	6.40%	\$6,849.24	\$113,868.64	\$117,284.58
15	8.00%	\$8,561.55	\$115,580.95	\$119,048.26

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 189* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$58,573.67	\$62,088.16	\$65,602.66	\$69,116.70	\$71,190.25
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Full-Credentialed Teachers

1**	\$62,088.16	\$65,602.66	\$69,116.70	\$72,631.19	\$74,809.98
2	\$65,602.66	\$69,116.70	\$72,631.19	\$76,145.83	\$78,430.01
3	\$69,116.70	\$72,631.19	\$76,145.83	\$79,660.32	\$82,049.89
4	\$72,631.19	\$76,145.83	\$79,660.32	\$83,174.36	\$85,669.62
5	\$76,145.83	\$79,660.32	\$83,174.36	\$86,689.01	\$89,289.80
6	\$79,660.32	\$83,174.36	\$86,689.01	\$90,203.35	\$92,909.38
7	\$83,174.36	\$86,689.01	\$90,203.35	\$93,717.84	\$96,529.41
8		\$90,203.35	\$93,717.84	\$97,232.18	\$100,149.13
9			\$97,232.18	\$100,746.83	\$103,769.16
10				\$104,261.17	\$107,388.89

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

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There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,668.18	\$105,929.35	\$109,107.12
12	3.20%	\$3,336.36	\$107,597.53	\$110,825.34
13	4.80%	\$5,004.54	\$109,265.71	\$112,543.56
14	6.40%	\$6,672.71	\$110,933.88	\$114,261.78
15	8.00%	\$8,340.89	\$112,602.06	\$115,980.00

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Teachers on Special Assignment 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$57,334.02	\$60,774.13	\$64,214.24	\$67,653.91	\$69,683.58
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Full-Credentialed Teachers

1**	\$60,774.13	\$64,214.24	\$67,653.91	\$71,094.02	\$73,226.70
2	\$64,214.24	\$67,653.91	\$71,094.02	\$74,534.28	\$76,770.12
3	\$67,653.91	\$71,094.02	\$74,534.28	\$77,974.39	\$80,313.38
4	\$71,094.02	\$74,534.28	\$77,974.39	\$81,414.06	\$83,856.50
5	\$74,534.28	\$77,974.39	\$81,414.06	\$84,854.32	\$87,400.07
6	\$77,974.39	\$81,414.06	\$84,854.32	\$88,294.28	\$90,943.04
7	\$81,414.06	\$84,854.32	\$88,294.28	\$91,734.40	\$94,486.46
8		\$88,294.28	\$91,734.40	\$95,174.36	\$98,029.58
9			\$95,174.36	\$98,614.62	\$101,572.99
10				\$102,054.58	\$105,116.11

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,632.87	\$103,687.46	\$106,797.97
12	3.20%	\$3,265.75	\$105,320.33	\$108,479.83
13	4.80%	\$4,898.62	\$106,953.20	\$110,161.69
14	6.40%	\$6,531.49	\$108,586.08	\$111,843.54
15	8.00%	\$8,164.37	\$110,218.95	\$113,525.40

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers on Special Assignment 195* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$64,210.22	\$68,062.92	\$71,915.61	\$75,767.81	\$78,040.90
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Full-Credentialed Teachers

1**	\$68,062.92	\$71,915.61	\$75,767.81	\$79,620.50	\$82,008.96
2	\$71,915.61	\$75,767.81	\$79,620.50	\$83,473.36	\$85,977.34
3	\$75,767.81	\$79,620.50	\$83,473.36	\$87,326.05	\$89,945.56
4	\$79,620.50	\$83,473.36	\$87,326.05	\$91,178.25	\$93,913.62
5	\$83,473.36	\$87,326.05	\$91,178.25	\$95,031.11	\$97,882.17
6	\$87,326.05	\$91,178.25	\$95,031.11	\$98,883.63	\$101,850.06
7	\$91,178.25	\$95,031.11	\$98,883.63	\$102,736.33	\$105,818.45
8		\$98,883.63	\$102,736.33	\$106,588.85	\$109,786.50
9			\$106,588.85	\$110,441.71	\$113,754.89
10				\$114,294.24	\$117,722.94

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,828.71	\$116,122.95	\$119,606.51
12	3.20%	\$3,657.42	\$117,951.65	\$121,490.08
13	4.80%	\$5,486.12	\$119,780.36	\$123,373.64
14	6.40%	\$7,314.83	\$121,609.07	\$125,257.21
15	8.00%	\$9,143.54	\$123,437.78	\$127,140.78

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers on Special Assignment 193* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$63,551.66	\$67,364.84	\$71,178.01	\$74,990.70	\$77,240.48
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Full-Credentialed Teachers

1**	\$67,364.84	\$71,178.01	\$74,990.70	\$78,803.88	\$81,167.84
2	\$71,178.01	\$74,990.70	\$78,803.88	\$82,617.22	\$85,095.52
3	\$74,990.70	\$78,803.88	\$82,617.22	\$86,430.40	\$89,023.04
4	\$78,803.88	\$82,617.22	\$86,430.40	\$90,243.08	\$92,950.40
5	\$82,617.22	\$86,430.40	\$90,243.08	\$94,056.43	\$96,878.25
6	\$86,430.40	\$90,243.08	\$94,056.43	\$97,869.44	\$100,805.44
7	\$90,243.08	\$94,056.43	\$97,869.44	\$101,682.62	\$104,733.13
8		\$97,869.44	\$101,682.62	\$105,495.63	\$108,660.49
9			\$105,495.63	\$109,308.98	\$112,588.17
10				\$113,121.99	\$116,515.53

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,809.95	\$114,931.94	\$118,379.78
12	3.20%	\$3,619.90	\$116,741.89	\$120,244.03
13	4.80%	\$5,429.86	\$118,551.85	\$122,108.27
14	6.40%	\$7,239.81	\$120,361.80	\$123,972.52
15	8.00%	\$9,049.76	\$122,171.75	\$125,836.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers on Special Assignment 192* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$63,222.37	\$67,015.80	\$70,809.22	\$74,602.15	\$76,840.27
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Full-Credentialed Teachers

1**	\$67,015.80	\$70,809.22	\$74,602.15	\$78,395.57	\$80,747.28
2	\$70,809.22	\$74,602.15	\$78,395.57	\$82,189.15	\$84,654.61
3	\$74,602.15	\$78,395.57	\$82,189.15	\$85,982.57	\$88,561.79
4	\$78,395.57	\$82,189.15	\$85,982.57	\$89,775.50	\$92,468.79
5	\$82,189.15	\$85,982.57	\$89,775.50	\$93,569.09	\$96,376.29
6	\$85,982.57	\$89,775.50	\$93,569.09	\$97,362.35	\$100,283.14
7	\$89,775.50	\$93,569.09	\$97,362.35	\$101,155.77	\$104,190.47
8		\$97,362.35	\$101,155.77	\$104,949.02	\$108,097.48
9			\$104,949.02	\$108,742.61	\$112,004.81
10				\$112,535.87	\$115,911.82

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,800.57	\$114,336.44	\$117,766.41
12	3.20%	\$3,601.15	\$116,137.01	\$119,621.00
13	4.80%	\$5,401.72	\$117,937.59	\$121,475.59
14	6.40%	\$7,202.30	\$119,738.16	\$123,330.18
15	8.00%	\$9,002.87	\$121,538.73	\$125,184.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule A: Designated Teachers on Special Assignment and Librarians 194* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers and Librarians

0	\$63,880.94	\$67,713.88	\$71,546.81	\$75,379.25	\$77,640.69
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Full-Credentialed Teachers and Librarians

1**	\$67,713.88	\$71,546.81	\$75,379.25	\$79,212.19	\$81,588.40
2	\$71,546.81	\$75,379.25	\$79,212.19	\$83,045.29	\$85,536.43
3	\$75,379.25	\$79,212.19	\$83,045.29	\$86,878.22	\$89,484.30
4	\$79,212.19	\$83,045.29	\$86,878.22	\$90,710.67	\$93,432.01
5	\$83,045.29	\$86,878.22	\$90,710.67	\$94,543.77	\$97,380.21
6	\$86,878.22	\$90,710.67	\$94,543.77	\$98,376.54	\$101,327.75
7	\$90,710.67	\$94,543.77	\$98,376.54	\$102,209.47	\$105,275.79
8		\$98,376.54	\$102,209.47	\$106,042.24	\$109,223.49
9			\$106,042.24	\$109,875.34	\$113,171.53
10				\$113,708.11	\$117,119.24

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,819.33	\$115,527.44	\$118,993.14
12	3.20%	\$3,638.66	\$117,346.77	\$120,867.05
13	4.80%	\$5,457.99	\$119,166.10	\$122,740.96
14	6.40%	\$7,277.32	\$120,985.43	\$124,614.87
15	8.00%	\$9,096.65	\$122,804.76	\$126,488.77

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers 194 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$40,461.88	\$43,556.26	\$46,482.56	\$49,307.66	\$52,603.80
C-2	\$43,556.26	\$46,482.56	\$49,307.66	\$52,603.80	\$55,395.38
C-3	\$46,482.56	\$49,307.66	\$52,603.80	\$55,395.38	\$58,523.44
C-4	\$49,307.66	\$52,603.80	\$55,395.38	\$58,523.44	\$61,449.73
C-5		\$55,395.38	\$58,523.44	\$61,449.73	\$62,795.16
C-6			\$61,449.73	\$62,795.16	\$67,806.72
C-7				\$67,806.72	\$70,699.34
C-8					\$73,659.16

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers 194 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$26.0708	\$28.0646	\$29.9501	\$31.7704	\$33.8942
C-2	\$28.0646	\$29.9501	\$31.7704	\$33.8942	\$35.6929
C-3	\$29.9501	\$31.7704	\$33.8942	\$35.6929	\$37.7084
C-4	\$31.7704	\$33.8942	\$35.6929	\$37.7084	\$39.5939
C-5		\$35.6929	\$37.7084	\$39.5939	\$40.4608
C-6			\$39.5939	\$40.4608	\$43.6899
C-7				\$43.6899	\$45.5537
C-8					\$47.4608

NOTE: Lead and PACE Lead teachers shall receive an additional \$1.00 per hour. CDC Supervisors will receive an additional \$4.00 per hour.**ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE**

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

******* Career Increment for FUSD Service Years *********Career Increment:** Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$1,084.91	\$68,891.6275
12	3.20%	\$2,169.82	\$69,976.5350
13	4.80%	\$3,254.72	\$71,061.4426
14	6.40%	\$4,339.63	\$72,146.3501
15	8.00%	\$5,424.54	\$73,231.2576

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers on Special Assignment 195 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$40,670.45	\$43,780.78	\$46,722.16	\$49,561.82	\$52,874.95
C-2	\$43,780.78	\$46,722.16	\$49,561.82	\$52,874.95	\$55,680.92
C-3	\$46,722.16	\$49,561.82	\$52,874.95	\$55,680.92	\$58,825.10
C-4	\$49,561.82	\$52,874.95	\$55,680.92	\$58,825.10	\$61,766.48
C-5		\$55,680.92	\$58,825.10	\$61,766.48	\$63,118.85
C-6			\$61,766.48	\$63,118.85	\$68,156.24
C-7				\$68,156.24	\$71,063.77
C-8					\$74,038.85

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers on Special Assignment 195 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$26.0708	\$28.0646	\$29.9501	\$31.7704	\$33.8942
C-2	\$28.0646	\$29.9501	\$31.7704	\$33.8942	\$35.6929
C-3	\$29.9501	\$31.7704	\$33.8942	\$35.6929	\$37.7084
C-4	\$31.7704	\$33.8942	\$35.6929	\$37.7084	\$39.5939
C-5		\$35.6929	\$37.7084	\$39.5939	\$40.4608
C-6			\$39.5939	\$40.4608	\$43.6899
C-7				\$43.6899	\$45.5537
C-8					\$47.4608

NOTE: Lead and PACE Lead teachers shall receive an additional \$1.00 per hour. CDC Supervisors will receive an additional \$4.00 per hour.**ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE**

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *********Career Increment:** Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$1,090.50	\$69,246.7398
12	3.20%	\$2,181.00	\$70,337.2397
13	4.80%	\$3,271.50	\$71,427.7395
14	6.40%	\$4,362.00	\$72,518.2394
15	8.00%	\$5,452.50	\$73,608.7392

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers 260 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$54,227.26	\$58,374.37	\$62,296.21	\$66,082.43	\$70,499.94
C-2	\$58,374.37	\$62,296.21	\$66,082.43	\$70,499.94	\$74,241.23
C-3	\$62,296.21	\$66,082.43	\$70,499.94	\$74,241.23	\$78,433.47
C-4	\$66,082.43	\$70,499.94	\$74,241.23	\$78,433.47	\$82,355.31
C-5		\$74,241.23	\$78,433.47	\$82,355.31	\$84,158.46
C-6			\$82,355.31	\$84,158.46	\$90,874.99
C-7				\$90,874.99	\$94,751.70
C-8					\$98,718.46

FRESNO UNIFIED SCHOOL DISTRICT

Basic-Hourly Rate Salary Schedule 2023-2024

Effective July 1, 2023

Schedule C: Child Development Center & *PACE Teachers 260 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	\$26.0708	\$28.0646	\$29.9501	\$31.7704	\$33.8942
C-2	\$28.0646	\$29.9501	\$31.7704	\$33.8942	\$35.6929
C-3	\$29.9501	\$31.7704	\$33.8942	\$35.6929	\$37.7084
C-4	\$31.7704	\$33.8942	\$35.6929	\$37.7084	\$39.5939
C-5		\$35.6929	\$37.7084	\$39.5939	\$40.4608
C-6			\$39.5939	\$40.4608	\$43.6899
C-7				\$43.6899	\$45.5537
C-8					\$47.4608

NOTE: Lead and PACE Lead teachers shall receive an additional \$1.00 per hour. CDC Supervisors will receive an additional \$4.00 per hour.**ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE**

Annual \$500 for BA + 90*

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

Annual \$1500 for earned Doctorate*

Annual \$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *********Career Increment:** Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$1,454.00	\$92,328.9919
12	3.20%	\$2,908.00	\$93,782.9917
13	4.80%	\$4,362.00	\$95,236.9916
14	6.40%	\$5,816.00	\$96,690.9915
15	8.00%	\$7,270.00	\$98,144.9914

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

Year 2023-2024

8.5% increase effective 7/1/2023

Board approved Pending

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

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule D: Adult Education 185 Duty Days

Hourly Rates

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	57.8653	1.00	59.5919	1.03	61.3342	1.06
2	59.5919	1.03	61.3342	1.06	63.0768	1.09
3	61.3342	1.06	63.0768	1.09	64.8037	1.12
4	63.0768	1.09	64.8037	1.12	66.5461	1.15
5	64.8037	1.12	66.5461	1.15	68.2565	1.18

Daily Rates (7 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	405.06	1.00	417.14	1.03	429.34	1.06
2	417.14	1.03	429.34	1.06	441.54	1.09
3	429.34	1.06	441.54	1.09	453.63	1.12
4	441.54	1.09	453.63	1.12	465.82	1.15
5	453.63	1.12	465.82	1.15	477.80	1.18

Daily Rates (8 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	462.92	1.00	476.74	1.03	490.67	1.06
2	476.74	1.03	490.67	1.06	504.61	1.09
3	490.67	1.06	504.61	1.09	518.43	1.12
4	504.61	1.09	518.43	1.12	532.37	1.15
5	518.43	1.12	532.37	1.15	546.05	1.18

Placement Criteria:**Class I (D01)**

Possess one of the following Credentials:

- Adult Designated Subjects (Adult and/or Vocational)
- Ryan Single Subject or Multiple Subject
- Elementary
- Secondary

Class II (D02)

Qualification for Class I (D01) and have BA + 30 semester units or 450* continuing education credits taken as part of an approved educational plan.

Class III (D03)

Qualification for Class II (D02) and have BA + 45 semester units or 675* continuing education credits taken as part of an approved educational plan.

*Fifteen (15) continuing education credits equal one (1) semester college unit.

Initial placement on the salary schedule shall be at level 1 in the appropriate class.

Level (Step) advancement requires completion of at least 75% of the school year.

Career Increment of 1.6% each year from the 11th to the 15th year to a total of 8% at the 15th year and thereafter.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule D: Adult Education 215 Duty Days

Hourly Rates

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	57.8653	1.00	59.5919	1.03	61.3342	1.06
2	59.5919	1.03	61.3342	1.06	63.0768	1.09
3	61.3342	1.06	63.0768	1.09	64.8037	1.12
4	63.0768	1.09	64.8037	1.12	66.5461	1.15
5	64.8037	1.12	66.5461	1.15	68.2565	1.18

Daily Rates (7 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	405.06	1.00	417.14	1.03	429.34	1.06
2	417.14	1.03	429.34	1.06	441.54	1.09
3	429.34	1.06	441.54	1.09	453.63	1.12
4	441.54	1.09	453.63	1.12	465.82	1.15
5	453.63	1.12	465.82	1.15	477.80	1.18

Daily Rates (8 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	462.92	1.00	476.74	1.03	490.67	1.06
2	476.74	1.03	490.67	1.06	504.61	1.09
3	490.67	1.06	504.61	1.09	518.43	1.12
4	504.61	1.09	518.43	1.12	532.37	1.15
5	518.43	1.12	532.37	1.15	546.05	1.18

Placement Criteria:**Class I (D01)**

Possess one of the following Credentials:

- Adult Designated Subjects (Adult and/or Vocational)
- Ryan Single Subject or Multiple Subject
- Elementary
- Secondary

Class II (D02)

Qualification for Class I (D01) and have BA + 30 semester units or 450* continuing education credits taken as part of an approved educational plan.

Class III (D03)

Qualification for Class II (D02) and have BA + 45 semester units or 675* continuing education credits taken as part of an approved educational plan.

*Fifteen (15) continuing education credits equal one (1) semester college unit.

Initial placement on the salary schedule shall be at level 1 in the appropriate class.

Level (Step) advancement requires completion of at least 75% of the school year.

Career Increment of 1.6% each year from the 11th to the 15th year to a total of 8% at the 15th year and thereafter.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2023-2024

Effective July 1, 2023

Schedule R: Pre-Kindergarten Teachers 183* Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$38,167.65	\$41,086.57	\$43,846.95	\$46,511.87	\$49,621.11
R-2	\$41,086.57	\$43,846.95	\$46,511.87	\$49,621.11	\$52,254.41
R-3	\$43,846.95	\$46,511.87	\$49,621.11	\$52,254.41	\$55,205.10
R-4	\$46,511.87	\$49,621.11	\$52,254.41	\$55,205.10	\$57,965.47
R-5		\$52,254.41	\$55,205.10	\$57,965.47	\$59,234.61
R-6			\$57,965.47	\$59,234.61	\$63,962.01
R-7				\$63,962.01	\$66,690.62
R-8					\$69,482.61

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2023-2024

Effective July 1, 2023

Schedule R: Pre-Kindergarten Teachers 183* Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$26.0708	\$28.0646	\$29.9501	\$31.7704	\$33.8942
R-2	\$28.0646	\$29.9501	\$31.7704	\$33.8942	\$35.6929
R-3	\$29.9501	\$31.7704	\$33.8942	\$35.6929	\$37.7084
R-4	\$31.7704	\$33.8942	\$35.6929	\$37.7084	\$39.5939
R-5		\$35.6929	\$37.7084	\$39.5939	\$40.4608
R-6			\$39.5939	\$40.4608	\$43.6899
R-7				\$43.6899	\$45.5537
R-8					\$47.4608

Pre-Kindergarten teachers who teach two class sessions shall have the option, after consulting with the principal, of scheduling a 30 minute duty-free lunch period. This period shall be outside of the four (4) hour time block required for each class session. Pre-Kindergarten teachers shall be able to submit up to three (3) hours per class per month for extra duty hours, in accordance with the existing requirements.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (R04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$1,023.39	\$64,985.41
12	3.20%	\$2,046.78	\$66,008.80
13	4.80%	\$3,070.18	\$67,032.19
14	6.40%	\$4,093.57	\$68,055.58
15	8.00%	\$5,116.96	\$69,078.97

**SUPPLEMENTAL SERVICE CONTRACTS
IDENTIFIED SERVICES AND RATES OF PAY**

CERTIFICATED SERVICES	PAY RATE
Teacher/Presenter/Tutor	\$43.22/Hr
Summer School Teacher	Per Diem
Student Engagement Elementary	\$43.22/Hr
Student Engagement Secondary	\$43.22/Hr

EXTRA CURRICULAR	PAY RATE
Band Assistants	\$20.28/Hr
Equipment Maintenance	\$400.00/Yr
Game Management	\$16.00/Hr
Licensed Vocational Nurse LVN	\$31.38/Hr (G46)

CLASSIFIED SERVICES	PAY RATE
Classified Support (AVID TUTORS)	\$16.00/Hr
Community Education Teacher (may be non-credentialed)	\$19.91/Hr
Professional Instructor (non-credentialed/expert in field)	\$19.91/Hr
Babysitter (use Object #2960)	\$16.00/Hr
Sign Language/Cues Speech Interpreter	\$16.00/Hr
Translator	\$18.17/Hr (G24)

Drama/Plays (with or without students)	PAY RATE
Costume Designer/Builder Instructor	\$19.91/Hr
Director Instructor	\$19.91/Hr
Light/Sound Technician Instructor	\$19.91/Hr
Make-up Instructor	\$19.91/Hr
Set Design and Construction Instructor	\$19.91/Hr

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Agreement with California Teaching Fellows Foundation

ITEM DESCRIPTION: Included in the Board binders is an agreement with the California Teaching Fellows Foundation (CTFF) to provide up to six trained staff to work with students enrolled in the Historically Black College and University (HBCU) Step-Up Dual Enrollment Pilot Program located at three high schools (Bullard, Edison, and Sunnyside). Teaching Fellow tutors will be paired with a HBCU Step-Up classroom teacher to ensure learning needed for student success. The CTFF staff will provide services for up to 98 instructional days, up to three hours per day, and one hour per month for professional learning/training. Responsibilities include tutoring in math and English.

Following Federal Program Monitoring, CTFF staff must meet the same education requirements as Paraprofessionals in Fresno Unified. This will include maintaining a high school diploma, being Every Student Act and/or No Child Left Behind Act certified and providing documentation upon request for Federal Program Monitoring.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$55,784 are available in the College and Career Readiness Budget.

PREPARED BY: Jeremy Ward

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

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>14403</u>	
Vendor Number	
<u>California Teaching Fellows Foundation</u>	<u>7110 N Fresno St Suite 300, Fresno, CA 93720</u>
Vendor Name	Address
<u>559-224-9200</u>	<u>Mike Snell</u>
Phone Number	Vendor Contact
From: <u>1/25/2024</u>	Through: <u>6/30/2024</u>
Term (Duration)	
FUSD Contract Administrator:	<u>CCR/Counseling&College Readine:559-248-7430</u>
<u>Jeremy Ward / Nancy Witrado</u>	<u>Site/ Dept</u> <u>Telephone number</u>
Name	
Budget (Fund-Unit-Dept.-Activity-Function-Object)	<u>060-3010-0706-1110-1000-5899</u>
Annual Cost \$ <u>55,784.76</u>	(Estimated Amount)

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

Scope of Work Summary:
California Teaching Fellows Foundation (CTFF) will provide up to 6 trained staff to work with Fresno Unified School District (FUSD) High Schools who have a current Step Up Program (Edison, Bullard, and Sunnyside) in place. The CTFF staff will provide services for up to 98 Instructional Days up to 3 Hours per day and 1 hour per month for Professional Learning / trainings. Responsibilities includes assisting in Math and English, Math (calculus/status) & English (writing). Teaching Fellow tutors will be paired with a Champion to support the recognition and completion of missing assignments. Billing Rate is \$26.60 per hour and \$32.11 per hour for Professional Development. Teaching Fellow will also assist in taking daily attendance, supporting behavior management, and case management. In accordance with Federal Program Monitoring, CTFF staff must meet same education requirements as Para professionals in FUSD including maintaining a High school diploma, being Every Student Act (ESSA) and/or No Child Left Behind Act (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.

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: <u>1/24/2024</u> (Contracts of \$15,000.00 or more)	Will contract be submitted with Bundled Contracts? No
Reviewed & approved by Department Head:	<u>12/19/23</u>
	Signed _____ Date
Reviewed & approved by Cabinet Level Officer	<u>12/28/2023</u>
	Signed _____ Date
Reviewed & approved by Risk Management	<u>Jan 3, 2024</u>
	Signed _____ Date

Please return signed agreement back to (name/email) : Shayla Mendoza / shayla.mendoza@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3010-0706-1110-1000-5899

District Contact Person: Jeremy Ward / Nancy Witrado

Budget Manager Approval: _____

Contractor's Vendor Name: California Teaching Fellows Foundation

Contractor's Contact Person: Mike Snell

Contractor's Title: CEO

Contractor's Telephone

Number: 559-224-9200

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

Contractor's Address: 7110 N Fresno St Suite 300, Fresno, CA 93720

This Independent Contractor Services Agreement is made and entered into effective 1/25/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and California Teaching Fellows Foundation ("Contractor").

1. Contractor Services. Contractor agrees to provide

California Teaching Fellows Foundation (CTFF) will provide up to 6 trained staff to work with Fresno Unified School District (FUSD) High Schools who have a current Step Up Program (Edison, Bullard, and Sunnyside) in place. The CTFF staff will provide services for up to 98 Instructional Days up to 3 Hours per day and 1 hour per month for Professional Learning / trainings. Responsibilities includes assisting in Math and English, Math (calculus/status) & English (writing). Teaching Fellow tutors will be paired with a Champion to support the recognition and completion of missing assignments. Billing Rate is \$26.60 per hour and \$32.11 per hour for Professional Development. Teaching Fellow will also assist in taking daily attendance, supporting behavior management, and case management. In accordance with Federal Program Monitoring, CTFF staff must meet same education requirements as Para professionals in FUSD including maintaining a High school diploma, being Every Student Act (ESSA) and/or No Child Left Behind Act (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.

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 1/25/2024 , and shall terminate on 6/30/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of per , not to exceed \$ 55,784.76
Checks will be made payable to California Teaching Fellows Foundation . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 55,784.76
- 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 MS

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

MS

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: California Teaching Fellows F

Name: Mike Snell

Address:

California Teaching Fellows Foundation
7110 N Fresno St Suite 300
Fresno, CA 93720

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

California Teaching Fellows Found.



Name: Mike Snell , Title: CEO



Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Jan 3, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Agreement with Campus Kaizen LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Campus Kaizen LLC who will provide case management software, services and support for its product, Guardian Case Management.

The limited use licensing provided in this agreement includes use of the Campus Kaizen Cloud Services for case management of complaints received and processed by Human Resources and the School Leadership Departments. Complaints include those such as Title IX, sexual harassment and discrimination, employee, and student complaints. This software provides the tools to improve processing timelines and complaint tracking with automated consolidation of its different components.

Campus Kaizen LLC will issue annual invoices on each anniversary date from the effective date. Year one annual support and any set-up or training fees will be invoiced on the effective date. The one-time setup fee is \$13,000 and the annual support fee is \$35,100. The agreement is for a five-year term. The cost will be shared by the Human Resources and School Leadership budgets.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$188,500 are available in the Human Resources and School Leadership Budgets.

PREPARED BY: Manjit Atwal

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

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number

Campus Kaizen LLC

201 Lackawanna Avenue, Scranton, PA 18503

Vendor Name

570-677-5155

Address

Jason Sensi, CEO

Phone Number

Vendor Contact

From: 1/25/2024

Through: 1/24/2029

Term (Duration)

FUSD Contract Administrator:

Manjit Atwal

Human Resources

559-457-3501

Name

Site/ Dept

Telephone number

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

030-0720-0930-0000-7200-5899

Annual Cost \$ 188,500.00

(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:

Campus Kaizen LLC who will provide case management software, services and support for its product, Guardian Case Management.

The limited use licensing provided in this agreement includes use of the Campus Kaizen Cloud Services for case management of complaints received and processed by Human Resources and the School Leadership departments. Complaints include those such as Title IX, Sexual Harassment & Discrimination, Employee, and Student complaints. This software provides the tools to improve processing timelines and complaint tracking with automated consolidation of its different components.

Campus Kaizen LLC will issue annual invoices on each anniversary date from the effective date. Year one annual support and any set-up or training fees will be invoiced on the effective date. The one-time setup fee is \$13,000 and the annual support fee is \$35,100. The agreement is for a five-year term. The cost will be shared by Human Resources and School Leadership's budgets.

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:** 01/24/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Date

Please return signed agreement back to (name/email) :

Campus Kaizen

**MASTER HOSTED
SERVICES AGREEMENT**

for

Fresno Unified School District

[CONFIDENTIAL]



MASTER HOSTED SERVICES AGREEMENT

CAMPUS KAIZEN LLC, a Pennsylvania corporation ("**Campus Kaizen**"), and **Fresno Unified School District**, ("**Client**") enter into this Master Hosted Services Agreement including any schedules, exhibits, and other attachments (collectively, this "**Agreement**") effective as of the ____ day of _____, 20____ (the "**Effective Date**").

RECITAL

Campus Kaizen has developed certain application software for use by its clients. Campus Kaizen application software is available only in the Campus Kaizen Cloud (hereinafter defined). Client desires to access the Campus Kaizen Cloud to use such Campus Kaizen software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Campus Kaizen Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches, and other hardware that comprise the digital and physical infrastructure underlying the services provided pursuant to this Agreement.

b. "**Campus Kaizen Cloud Services**" means installation, maintenance, and service of the hardware and software comprising the Campus Kaizen Cloud.

c. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term; provided, however, that, in leap years, the Anniversary Date shall be 366 days after the Initiation date or prior Anniversary Date.

d. "**Business Purposes**" means accessing the Campus Kaizen Cloud to use the Licensed Programs and Campus Kaizen Cloud Services for Client's business purposes.

e. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Campus Kaizen Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

f. "**Contractor**" means a contractor who: (i) has entered into an Independent Consultant Network License Agreement with Campus Kaizen; and (ii) is a current member in good standing of Campus Kaizen's Independent Consultant Network, as such membership standards are determined in the sole discretion of Campus Kaizen. For the avoidance of doubt, Campus Kaizen may, but shall not be required to, provide to Client a copy of any Independent Consultant Network License Agreement or the active membership roster of Campus Kaizen's Independent Consultant Network.

g. "**Deliverable**" means any good or service, including, without limitation, intellectual property, delivered to Client as part of Programming Services (as defined in Section 14) or other services provided pursuant to this Agreement.

h. **“Designated User”** or **“DU”** means a Client employee or other agent designated by Client to access the Campus Kaizen Cloud and Use the Campus Kaizen Cloud Services and Licensed Programs for Business Purposes.

i. **“Fees”** means the fees identified in Schedule A, and any other fees that may become due under this Agreement.

j. **“Force Majeure Event”** means any event beyond the reasonable control of the party affected by such event, including, without limitation, fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

k. **“Initiation Date”** means the date that is two (2) weeks after the Effective Date.

l. **“Licensed Programs”** means the software program(s) identified in Schedule B. For the avoidance of doubt, Licensed Programs may also be listed in Schedule A; provided, however, that Schedule B shall be the definitive list comprising the Licensed Programs.

m. **“Licensed Programs Documentation”** means the user manuals and documentation for the Licensed Programs.

n. **“Password”** means the unique username and password assigned by Client to each Designated User as more fully described in Section 6.

o. **“POC(s)”** means the person(s) Client identifies to Campus Kaizen as point(s) of contact for application support services and other account management purposes.

p. **“Undisputed Fees”** means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute and provide notice of such dispute in accord with Section 18(f) within 30 days of invoice.

q. **“Use”** means authorized access to the licensed software in the Campus Kaizen Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

2. License Grant; Restrictions; Access to Campus Kaizen Cloud.

a. **Licenses.** Campus Kaizen grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Campus Kaizen Cloud and Use the Licensed Programs and Campus Kaizen Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Campus Kaizen's website solely for Business Purposes and subject to the terms set forth in the Acceptable Use Policy attached hereto and made a part hereof as Schedule C. Client may choose to purchase any or all Campus Kaizen products or services, as described in Schedule B, and/or may choose to add available products or services at a later date utilizing the standard terms of this agreement.

b. **Restrictions.** Client may only exercise the license granted in Section 2(a) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment, or otherwise, except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only

Use the Licensed Programs for Business Purposes. Client may not modify, reverse engineer, decompile, or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this Section 2(b). Client may not copy or re-create the Licensed Programs or its objects without Campus Kaizen's prior, express written consent. Client agrees that the Licensed Programs must remain at all times in the Campus Kaizen Cloud and may not be removed or copied to any other location at any time.

c. **Access to the Campus Kaizen Cloud.** Campus Kaizen will use commercially reasonable efforts to make the Campus Kaizen Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Campus Kaizen may institute scheduled standing maintenance/repair/backup hours and will notify Client of such schedule. Campus Kaizen will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until the expiration date of the “**Initial Term**” unless earlier terminated in accord with Section 3(b). Initial Term is defined by the number of years explicitly written in Schedule A. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms equal in length to the Initial Term (each a “**Renewal Term**”) unless a party provides written notice of non-renewal at least 60 days prior to expiration of the then-current (Initial or Renewal) Term. Any annual support or fee changes for Renewal Terms in excess of the cumulative or then-current Consumer Price Index shall be communicated to Client at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the “**Term**.”

b. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if (i) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice of a material breach, or, (ii) if the breaching party cannot reasonably cure the material breach within thirty (30) days, the breaching party fails to initiate cure within thirty (30) days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this Section 3(b) shall be effective upon delivery of written notice after expiration of the applicable cure period.

c. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, Licensed Programs, and Licensed Programs Documentation; (iii) Client's access to the Campus Kaizen Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Campus Kaizen.

d. **Survival.** The parties' obligations under, and the provisions of, Sections 4, 8(b), 9, 10, 11, 13, 15, and 18 shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Campus Kaizen the Fees in accordance with the payment terms set forth in Schedule A. Client shall pay all invoices in U.S. Dollars within 30 days of Client's receipt of the invoice, unless otherwise provided in any Schedule. Terms that exceed (1) year shall be invoiced annually or in full, at the determination of Client.

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of Section 3(b).

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based, including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Campus Kaizen Cloud, Campus Kaizen Cloud Services, or Deliverables; (iii) Client's Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Campus Kaizen per this Agreement. Client is responsible for all applicable tariffs, duties, and taxes (exclusive of taxes based on Campus Kaizen's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees and provides notice thereof in accord with Section 18(f) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees, and Client agrees to timely pay any such Undisputed Fees. In connection with disputed Fees, Campus Kaizen and Client shall attempt to resolve such dispute pursuant to the terms of Section 17. If the dispute on any Fee is resolved in favor of Campus Kaizen, such Fee shall be due and payable within 30 days of such resolution, including, but without limitation, late fees in connection therewith from the original due date of payment by Client for such Fees. For the avoidance of doubt, nothing herein is intended to relieve Client of its obligation to pay all Undisputed Fees, including, without limitation, late fees in connection therewith.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third-party software and hardware necessary for Designated Users to access the Campus Kaizen Cloud and Use the Licensed Programs and Campus Kaizen Cloud Services. Campus Kaizen shall not be liable for any such third-party software or hardware, and Client acknowledges and agrees that any assistance provided by Campus Kaizen in connection with such third party software and hardware shall not alter Client's responsibility or Campus Kaizen's liability disclaimer under this Section 5(a).

b. **Location and Fees.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Campus Kaizen will bill Client for initial implementation/training services as indicated in Schedule A. Client may request additional on-site implementation/training services (i.e., in addition to the on-site implementation/training services set forth in Schedule A) at any time, and Campus Kaizen will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Campus Kaizen's then-current fees for the additional services, whether or not listed on Schedule A.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of eight (8) hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, without limitation, travel to and from the site, lodging, meals, etc. Client agrees that Client must pay for any implementation/training services cancelled less than ten (10) business days prior to their scheduled date.

d. **Data Conversion.** Campus Kaizen will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A. Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry, data verification, and any post-conversion clean-up. Additional Campus Kaizen data conversion services (i.e., in addition to any initial data conversion services set forth in Schedule A) are subject to the parties' mutual agreement on: (i) the

schedule for performance of such additional services; and (ii) Campus Kaizen's then-current fees for the additional services, whether or not listed on Schedule A.

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Campus Kaizen Cloud and Licensed Programs is limited to the Use of those specific Licensed Programs listed in Schedule A. Each Designated User must have a unique Password or utilize Client's Single-Sign-On login methodology.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password or must authorize Designated Users with access to authenticate via Single-Sign-On. Each Password shall be personal and unique to the applicable Designated User and may not be used by anyone other than such Designated User.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Campus Kaizen if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement. Client shall disable (or Client's POC(s) will work with Campus Kaizen to disable) all Passwords associated with Designated Users who cease to be Designated Users, whether due to such individual's separation from employment by Client, or for any other reason.

7. Application Support & Upgrades.

a. **Application Support Service.** Campus Kaizen will provide application support and upgrades for the Licensed Programs as set forth in this Section 7.

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Campus Kaizen. Campus Kaizen shall have no obligation to contact or communicate with anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current and to notify Campus Kaizen of any changes.

c. **Campus Kaizen Contacts.** During initial implementation, Campus Kaizen shall appoint an account manager to Client's account. After initial implementation, Campus Kaizen will either assign Client to an account manager or an application support team. Campus Kaizen may change the identity of individual account managers from time to time upon notice to Client. Application support records relating to Client will be available to Campus Kaizen's entire application support team at all times.

d. **Application Support Services.** Campus Kaizen shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A. Campus Kaizen's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the notice and cure provisions of Section 3(c), Campus Kaizen may suspend application support services if Client fails to timely make any Undisputed Fee payment.

f. **Obsolescence.** Campus Kaizen reserves the right to cease providing application support services for the Licensed Programs. Campus Kaizen agrees to notify Client if and when Campus Kaizen will cease application support services in accord with this Section 7f.

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Campus Kaizen agrees to store Client Data on a database server in the Campus Kaizen Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Campus Kaizen agrees to use: (i) firewalls and other commercially reasonable technology to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) commercially reasonable encryption technology to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Campus Kaizen shall not be liable to Client in the event that: (A) its use of commercially reasonable firewalls and other technology fails to prevent unauthorized third-party access to Client Data; or (B) its use of commercially reasonable encryption technology fails to prevent unauthorized third-party access to Client Data transmissions. Nothing in this Section 8(b) shall constitute a representation or warranty by Campus Kaizen that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** “**Confidential Information**” means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS code, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Campus Kaizen Cloud specifications and configuration, Campus Kaizen Cloud hardware specifications and configuration, and Campus Kaizen Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans, and related information; (viii) the prices offered or paid per this Agreement for Campus Kaizen's products and services; (ix) SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as “confidential,” “restricted,” “proprietary,” or the like at the time of disclosure or which—by its nature—reasonably should be regarded as confidential. For the avoidance of doubt, Confidential Information also includes any derivative work based upon one or more piece of Confidential Information.

b. **Nondisclosure and Nonuse Obligations.** Each party (the “**Receiving Party**”) agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the “**Disclosing Party**”) to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees or other agents may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and other agents may not use Confidential Information in any way that may compete with Disclosing Party. Client may not disclose Confidential Information to its employees or other agents for the purpose of enabling any such employees or other agents to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its

employees and other agents who need to know such information, and the Receiving Party certifies that such employees and other agents have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations under Section 9(b) shall not apply to Confidential Information that the Receiving Party can document: (i) was, through no fault of the Receiving Party, in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, that the Receiving Party shall provide prompt, prior, written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information and Other Materials.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within five (5) business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and the Receiving Party agrees, at the Disclosing Party's request, to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

f. **Privacy and FERPA Policy.** Campus Kaizen will at all times comply with the Privacy and FERPA policy attached hereto and made a part hereof as Schedule D, and such schedule comprise the sole responsibility of Campus Kaizen with respect to the subject matter thereof, and, in the event of conflict between the terms thereof and of the principal body of this Agreement, such Schedule shall supersede this Agreement only to the extent necessary to resolve such conflict.

10. Warranties.

a. **Limited Software Warranty.** Campus Kaizen warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Campus Kaizen does not warrant, guarantee, accept any condition, or make any representation that the licensed programs will meet client's requirements or expectations, operate without interruption, or be error-free.

b. **Remedy for Limited Software Warranty Breach.** If Campus Kaizen breaches the warranty set forth in Section 10(a), Campus Kaizen agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not

commercially reasonable, then Campus Kaizen will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this Section 10(b), Campus Kaizen will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Campus Kaizen since the most recent Anniversary Date prior to the effective date of Client's termination. The foregoing remedy is client's sole remedy in the event of a breach of the warranty set forth in section 10(a).

c. **Warranty disclaimer.** Except as expressly set forth in this agreement, and to the fullest extent allowed under applicable law, Campus Kaizen disclaims all express, implied, and statutory warranties with regard to the licensed programs including, without limitation, the implied warranties of title, merchantability, and fitness for a particular purpose. No other verbal or written information provided by Campus Kaizen (including, without limitation, the licensed programs documentation) will create a warranty or in any way increase Campus Kaizen's liability, and client agrees not to rely on such information.

d. **Internet Performance Disclaimer.** Campus Kaizen does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or the inaction of such third parties can impair or disrupt the internet. Campus Kaizen will use commercially reasonable efforts to remedy and avoid such events but cannot guarantee that such events will not occur. Accordingly, Campus Kaizen disclaims any liability resulting from or relating to such events.

e. **Limited Programming Services Warranty.** The Programming Services performed by Campus Kaizen will be performed in accordance with generally accepted industry standards. Campus Kaizen does not warrant, guarantee, accept any condition, or make any representation that the deliverables will meet client's requirements or expectations, operate without interruption, or be error-free.

f. **Warranty Disclaimer for Deliverables.** Campus Kaizen has no liability to the extent that a claim of infringement is made against client arising out of deliverables provided by Campus Kaizen to client in accordance with specifications provided by client or use of the Campus Kaizen cloud, Campus Kaizen cloud services, or licensed programs in combination with other software or equipment not recommended by Campus Kaizen, if such infringement would not have occurred without such provision of deliverables or combined use.

11. Limitation of Liability. Notwithstanding anything to the contrary, Client and Campus Kaizen have agreed upon the limitations on liability and damages set forth in this Section 11 for all claims or causes of action arising under or related to this Agreement.

a. **Damage Waiver.** Regardless of any other provision in this agreement, and to the fullest extent allowed by applicable law, Campus Kaizen disclaims all obligations and liabilities for special, indirect, incidental, exemplary, punitive, and consequential damages (including, without limitation, loss of profit, revenue, business opportunity, or business information or interruption of business, the cost of recovering lost business information, or the cost of substitute intellectual property to replace the licensed programs) or attorneys' and experts' fees and court costs, arising from or in connection with this agreement, whether based upon a claim or action of tort, contract, warranty, negligence, strict liability, breach of statutory duty, or any other legal theory or cause of action (even if Campus Kaizen has been advised of the possibility of these damages).

b. **Liability Limit.** In addition to the limitations otherwise set forth in this agreement, and to the fullest extent allowed by applicable law, client agrees that, in the event of any claim or cause of action (regardless of the form of such action) by client arising out of or connected with this agreement (whether prior or subsequent to its execution or termination), Campus Kaizen's maximum liability to client, regardless of the

amount of loss client may have suffered, shall not exceed the fees paid by client to Campus Kaizen pursuant to this agreement within the year immediately prior to the event giving rise to the alleged liability.

12. Ownership.

a. **Campus Kaizen's Ownership.** Client agrees that, as between Campus Kaizen and Client, Campus Kaizen is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Programs, Deliverables, Campus Kaizen Cloud, Campus Kaizen Cloud Services, and Licensed Programs Documentation and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Campus Kaizen Cloud, Campus Kaizen Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Campus Kaizen agrees that, as between Campus Kaizen and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. If either party terminates this agreement, Campus Kaizen will return all Client Data in a mutually agreeable format and delete all data and backups 30 days after said termination.

13. Indemnification.

a. **Indemnification by Campus Kaizen.** Campus Kaizen agrees to defend, indemnify, and hold Client harmless from and against any third-party claims, actions or demands alleging that Client's Use of the Campus Kaizen Cloud, Campus Kaizen Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights, or intellectual property rights or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Campus Kaizen's defense and indemnification obligation per Section 13(a) is conditioned upon the following: (i) Client providing Campus Kaizen with prompt written notice of any claim for which indemnification is sought; (ii) Campus Kaizen having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Campus Kaizen in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results—or is reasonably likely to result—in an injunction against Client's continued Use of the Licensed Programs, Campus Kaizen will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) nor (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

d. **Indemnification by Client.** Client shall indemnify and hold harmless Campus Kaizen, its shareholders, directors, officers, employees, and agents (each, an “**Campus Kaizen Indemnitee**”) from any and all costs (including reasonable attorneys' fees, court costs, and expert witness fees), losses, suits, and damages suffered by any Campus Kaizen indemnitee or asserted by a third-party against any Campus Kaizen Indemnitee and which arising out of or in connection with (i) the activities of Client or any of its owners, directors, officers, managers, employees, or agents in breach of this Agreement; (ii) any negligent or otherwise wrongful act or omission on the part of Client or any of its owners, directors, officers, managers, employees, or agents, (iii) any claim of any Designated User or any other party to whom Client provides or makes available Campus Kaizen's Confidential Information; (iv) any unauthorized disclosure of Campus Kaizen's Confidential Information by any Designated User or any other party to whom Client provides or makes available such Campus Kaizen Confidential Information; (v) any claim of infringement

related to Deliverables provided by Campus Kaizen to client in accordance with specifications provided by Client; or (vi) any violation of law by Client. Campus Kaizen shall provide Client with prompt notice of any such claims, allow Client to exercise sole control of the defense thereof, and reasonably cooperate with Client in the defense and settlement of the claim; provided, however, that Client shall not settle any claim without Campus Kaizen's prior consent.

14. Programming Services.

a. **Programming Services.** Campus Kaizen provides programming services including, without limitation, new product developments, database customizations, user interface customizations, database reports, database scripts, and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A. Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Campus Kaizen, and Campus Kaizen will advise Client of Campus Kaizen's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Campus Kaizen's schedule for meeting Client's Programming Service request; and (ii) Campus Kaizen's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Campus Kaizen grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Campus Kaizen Cloud, and Campus Kaizen Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in Section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Campus Kaizen's express written consent, which Campus Kaizen shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Campus Kaizen's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this Section 15(b), Client may assign this Agreement without Campus Kaizen's prior consent and upon prior notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Campus Kaizen a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Campus Kaizen) prior to or concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Campus Kaizen reserves the right to locate the servers and other equipment needed to provide the Campus Kaizen Cloud either at its facilities or at the facilities of independent service providers. Campus Kaizen may change the location of the servers and other equipment needed to provide the Campus Kaizen Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Campus Kaizen's obligations under this Agreement and shall not interrupt Client's access to the Campus Kaizen Cloud, Client Data, Campus Kaizen Cloud Services, and the Licensed Programs.

17. Dispute Resolutions.

a. **Informal.** Neither party shall initiate an arbitration or litigation of any dispute hereunder unless (i) such party has provided the other with a written notice of that dispute with reasonable specificity and attempted in good faith to resolve that dispute through negotiations. Upon receipt of a notice of dispute, the receiving party shall respond within fifteen (15) days, and, thereafter, the parties shall cooperate by providing information and answering questions to facilitate an informed discussion of the issue(s) in dispute. If the dispute is not resolved to the satisfaction of both parties within fifteen (15) days following the written response, either party may require that a vice president or comparable level manager of each party discuss the dispute and attempt to resolve it. Neither party may pursue the formal dispute resolution process under Section 17(b) sooner than fifteen (15) days after the dispute has been escalated to a vice president or comparable level manager of each party.

b. **Formal.** Subject to Section 17(a), each dispute that is unresolved shall be decided by binding arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, provided that, to the extent such rules are inconsistent with this Agreement, this Agreement shall govern. Related actions between the parties shall be consolidated. Arbitration awards shall be final and binding upon the parties, and judgment on any such award may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have no power or authority to award special, incidental, consequential, exemplary, punitive, or other indirect damages that would be inconsistent with Section 11 or the other provisions of this Agreement. All aspects of the arbitration and any award shall be confidential. Notwithstanding anything else herein to the contrary, either party may (a) seek equitable remedies from a court of competent jurisdiction and, if the disputes are urgent, seek provisional equitable remedies without following the informal dispute resolution requirements of Section 17(a), in lieu of arbitration, or (b) litigate disputes concerning ownership or unauthorized use or disclosure of Confidential Information or intellectual property in courts of competent jurisdiction, and, upon commencement of any such proceeding, any arbitration then pending shall be stayed, insofar as it concerns the matters subject to decision by such court. The prevailing party (if any, as adjudged by the arbitrator(s) or judge) shall be entitled to recover from the other the costs of arbitration or court proceedings and its attorneys' fees and expenses, provided that the arbitrator(s) or judge may eliminate or reduce such recovery on grounds that it is unreasonable or disproportionate to the harm suffered. To the extent permitted by applicable law, the parties hereby waive their right to a jury trial in any actions under this Agreement.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, a joint venture, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the Commonwealth of Pennsylvania.

c. **Venue.** Subject to the requirements of Section 17(b), any court action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the Commonwealth of Pennsylvania, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. Any arbitration action or proceeding related to or arising out of this Agreement shall take place in the Commonwealth of Pennsylvania.

d. Injunctive Relief.

(i) Campus Kaizen Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under Sections 2(a), 2(b), 9, or 15, Campus Kaizen might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, subject to Section 17(b), if Client breaches any provision of Sections 2(a), 2(b), 9, or 15, Campus Kaizen may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Campus Kaizen breaches any of its obligations under Section 9, Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, subject to Section 17(b), if Campus Kaizen breaches any provision of Section 9, Client may seek specific performance of Campus Kaizen's obligations under that section and injunctive relief against any further violations of that section.

e. Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. Notices.

(i) The parties shall deliver any notice required by this Agreement by (x) personal delivery, (y) certified U.S. Mail return receipt requested, or (z) established, reputable, expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

XX
XX
XX
ATTN:

(iii) If to Campus Kaizen:

Campus Kaizen LLC
201 Lackawanna Avenue
Scranton, PA, 18503
ATTN: Jason Sensi, CEO

(iv) Either party may change its record address by giving written notice of such change to the other party by one of the methods described in Section 18(f)(i).

g. Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party or any right or remedy pursuant thereto.

h. Severability. If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties, and the remainder of this Agreement shall nevertheless remain enforceable and in full force and effect.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Campus Kaizen may aggregate, compile, and use Client Data in order to improve, develop, or enhance the Licensed Programs and/or other services offered, or to be offered, by Campus Kaizen; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form, and Client consents to Campus Kaizen's use of the Client Data in such manner.

k. **Banner Placement.** Campus Kaizen may at times place banners, images, or links within user interface and/or notifications with links to outside websites or services.

l. **Press Release.** Campus Kaizen may issue a press release or series of social media or website posts announcing the Agreement, which may include Client's name and/or official logo image. Campus Kaizen may issue subsequent press notices, social media posts or website posts referencing Client's name and/or official logo image only after written consent by Client.

m. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations, and warranties expressly set forth in this Agreement.

n. **Cooperative Agreement.** The Terms of this Agreement (exclusive of pricing) may be utilized by Client as well as any divisions, partners, consortium members or state system members to contract with Campus Kaizen for any or all products or services listed in Schedule B, and where applicable, for products or services offered by Campus Kaizen in the future.

o. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire any employee or agent of the other party while such person is an employee or agent of the other party and until such person has not been an employee or agent of the other party for six (6) months.

p. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties.

q. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

r. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

[remainder of this page intentionally blank; signature page follows]

Signature Page

[_____] ("Client")

By: _____

Print Name: _____

Title: _____

Date: _____

CAMPUS KAIZEN LLC

By: Jason Sensi

Print Name: Jason Sensi

Title: CEO

Date: 1/12/2024

SCHEDULES:

Schedule A – Fee Schedule

Schedule B- Product Description

Schedule C – Acceptable Use Policy

Schedule D- Privacy and FERPA Policy

APPROVED AS TO FORM

slp 1/8/24

Schedule A – Fee Schedule

<i>Salesperson</i>	<i>Job</i>	
David DiChristopher	Campus Kaizen will provide the client with the following software, services and/or support as per this agreement:	
<i>Initial Term Length (years)</i>	<i>Invoicing Schedule</i>	<i>Terms</i>
5	Campus Kaizen will issue annual invoices on each Anniversary Date from Effective Date. Year 1 Annual Support and Any Setup or Training fees will be invoiced on Effective Date.	Net 30

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	Guardian Case Management (GCM)		
	Annual Support Fee	\$35,100.00	\$175,500.00
	One Time Setup Fee	\$13,000.00	\$13,000.00
		<i>Subtotal</i>	\$188,500.00
		<i>Sales Tax</i>	N/A
		<i>Total</i>	\$188,500.00

Schedule B – Product Description

- ☐ **My College Roomie (MCR)**
 - ☐ **My College Roomie Roommate Agreement Module (MCR-RA)**
 - ☐ **Guardian Case Management (GCM)**
 - ☐ **Kaizen Consulting Event (KCE)**
-

Schedule C

Acceptable Use Policy (AUP)

As a provider of hosting services, and other Internet-related services (as further described in the Master Hosted Services Agreement between the parties, the "Services"), Campus Kaizen LLC ("Campus Kaizen") offers its customers (each, individually, a "Client," and collectively "Clients"), and their users, the means to acquire and disseminate public, private, commercial, and non-commercial information. Campus Kaizen respects that the Internet provides a forum for free and open discussion and dissemination of information; however, when there are competing interests at issue, Campus Kaizen reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Campus Kaizen has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each Client's respective service agreement and is intended as a guide to the Client's rights and obligations when utilizing Campus Kaizen's Services. This AUP may be revised from time to time. A Client's use of Campus Kaizen's Services after changes to the AUP are posted on Campus Kaizen's web site, www.CampusKaizen.com, will constitute the Client's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Clients obtain information through the Internet, they must keep in mind that Campus Kaizen cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that Clients may acquire. For this reason, the Client must exercise his, her, or its best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Campus Kaizen cannot monitor or censor the Internet, and will not attempt to do so, Campus Kaizen cannot accept any responsibility for injury to its Clients that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When Clients disseminate information through the Internet, they also must keep in mind that Campus Kaizen does not review, edit, censor, or take responsibility for any information its Clients may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Campus Kaizen's network and may reach a large number of people, including both Clients and non-Clients of Campus Kaizen, Clients' postings to the Internet may affect other Clients and may harm Campus Kaizen's goodwill, business reputation, and operations. For these reasons, Clients violate this AUP and the Master Hosted Services Agreement between Campus Kaizen and Client when Client, its customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming – Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Campus Kaizen, but also because it can overload Campus Kaizen's network and disrupt service to Campus Kaizen Clients. Also, maintaining an open SMTP (Simple Mail Transfer Protocol) relay is prohibited. When a complaint is received, Campus Kaizen has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property and Privacy Violations – Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Campus Kaizen is required by law to block access to customer services upon receipt of a proper notice of copyright infringement. It is also Campus Kaizen's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials – Using Campus Kaizen's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Campus Kaizen is required by

law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Campus Kaizen's network.

Defamatory or Abusive Language -- Using Campus Kaizen's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use Campus Kaizen's network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, including, without limitation, the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that Campus Kaizen determines to be harmful to its Clients, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities described above rests primarily with the Client. Campus Kaizen will not, as an ordinary practice, monitor the communications of its Clients to ensure that they comply with this AUP or applicable law. When Campus Kaizen becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including, without limitation, removing information, shutting down a web site or database, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate, up to and including terminating the Client's access to the Services and/or terminating any relevant contract regarding such Services.

Campus Kaizen is also concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Campus Kaizen urges its subscribers to assume that all of their on-line communications are insecure. Campus Kaizen cannot take any responsibility for the security of information transmitted over the Internet.

Campus Kaizen will not intentionally monitor private electronic mail messages sent or received by its Clients unless required to do so by law, governmental authority, or when public safety is at stake. Campus Kaizen may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Campus Kaizen may disclose information, including, without limitation, information concerning a Client or a transmission made using our network or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Campus Kaizen assumes no obligation to inform the Client that Client

information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Campus Kaizen may disclose Client information or information transmitted over its network where necessary to protect Campus Kaizen and others from harm, or where such disclosure is necessary to the proper operation of the Services and any other product or service offered by Campus Kaizen.

Campus Kaizen wishes to emphasize that, in signing the Master Hosted Services Agreement, Client agrees to indemnify Campus Kaizen for any violation of such agreement or any law that results in loss to Campus Kaizen or the bringing of any claim against Campus Kaizen by any third-party. This means that if Campus Kaizen is sued because of Client's activity or that of an agent of Client, Client will pay any damages awarded against Campus Kaizen, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Campus Kaizen and its Clients, as responsible users of the Internet. Any complaints about a Client's violation of this AUP should be sent to support@CampusKaizen.com.

Schedule D

Privacy & FERPA Policy

In the course of serving its Clients, Campus Kaizen LLC (“**Campus Kaizen**”) acquires, stores, and transmits Client communications and information that Clients may regard as private or sensitive. Some of this information - such as the Client's name, address, telephone number, and credit card data - is provided to Campus Kaizen by its Clients in order to establish service. Other information - such as the Client's account status, choice of services, and customer logs - is created and maintained by Campus Kaizen in the normal course of providing service. In addition, Campus Kaizen may store Clients' electronic mail and other communications as a necessary incident to the transmission and delivery of those communications. Lastly, by the sheer nature of the services provided, Campus Kaizen acquires, stores, and transmits student data that may be protected by the Family Educational Rights and Privacy Act. The way in which this data is protected is outlined later in this policy.

This Privacy Policy applies only to Campus Kaizen's treatment of data collected online and does not apply to any Campus Kaizen physical data collection practices or to the data collection practices of any third parties, Campus Kaizen's customers, or any entities affiliated with Campus Kaizen. Also, please note that use of Campus Kaizen's services constitutes acceptance of this Privacy Policy. Campus Kaizen's policies and procedures for handling customer and student information have been created with the understanding that Internet technologies are still evolving and that Internet business methods are continuing to evolve to meet the needs and opportunities of the changing technologies. As a result, Campus Kaizen's policies and procedures are subject to change. Changes will be disseminated, and Clients agree to be bound by those changes.

Data Security

Campus Kaizen protects the confidentiality of its Clients' information, account information, personal communications, and students' information. To secure the information collected online, prevent unauthorized access, maintain data accuracy, and ensure only appropriate use of information that is collected from customers, Campus Kaizen has implemented appropriate physical, electronic, and managerial procedures. Further, Campus Kaizen requires that employees keep customer information confidential. Campus Kaizen cautions its Clients that no medium of communication, including the Internet, is entirely secure. Accordingly, Campus Kaizen cannot be responsible for loss, corruption, or unauthorized acquisition and use of personal information provided to our website, or for any damages resulting from such loss, corruption, unauthorized acquisition, or unauthorized use. How is Client information used? Campus Kaizen may share Client information with selected partners, for example, to provide Clients with information about products which might be of interest to the Client or to enable the Client to take advantage of special partner programs. Campus Kaizen may also use Client information to provide Clients with system information or information about new or upgraded products.

In the case of a business transaction, including, without limitation, a merger or sale of a portion of Campus Kaizen's assets, Client information will likely be part of the assets transferred. In this event, Campus Kaizen will attempt to notify impacted Clients that their information has been transferred.

Disclosure of Customer/Student Information and Communications

Campus Kaizen will not otherwise disclose its Clients' personal and account information nor any student information that is stored on its servers unless Campus Kaizen has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Campus Kaizen, Campus Kaizen's Clients, or others, or where Campus Kaizen has a good faith belief that the law requires such disclosure. Campus Kaizen also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, other electronic communications, or student information that Campus

Kaizen stores or transmits for its Clients. The circumstances under which Campus Kaizen will disclose such electronic Client communications are when:

1. it is necessary in order to provide service to the Client;
2. it is necessary to protect the legitimate interests of Campus Kaizen and its Clients;
3. it is required to cooperate with interception orders, warrants, or other legal process that Campus Kaizen determines in its sole discretion to be valid and enforceable; and
4. it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by Campus Kaizen and appear to pertain to the commission of a crime.

Campus Kaizen disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. Campus Kaizen will, however, review, delete, or block access to communications that may harm Campus Kaizen, its customers or third parties. The grounds on which Campus Kaizen may take such action include, but are not limited to, actual or potential violations of Campus Kaizen's Acceptable Use Policy.

Service Level Agreement (SLA)

The Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term.

"System Availability" means the number of minutes in a year that the key components of the Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (i) scheduled maintenance, (ii) events of Force Majeure in the Agreement, (iii) malicious attacks on the system, (iv) issues associated with the Customer's computing devices, local area networks or internet service provider connections, or (v) inability to deliver Services because of acts or omissions of Customer or any User. Campus Kaizen reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and Campus Kaizen reserves the right to change its maintenance window upon prior notice to Customer.

Goal:

Campus Kaizen's goal is to achieve 99.9% Service Availability for all customers.

Exceptions:

Exceptions are defined as any failure or deficiency of Service Availability caused by or associated with:

- a. Circumstances beyond Campus Kaizen's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics, servers or free scripts);
- b. Failure of access circuits to the Campus Kaizen Network, unless such failure is caused solely by Campus Kaizen;
- c. Scheduled maintenance and emergency maintenance and upgrades;
- d. DNS issues outside the direct control of Campus Kaizen;
- e. Issues with FTP, POP, IMAP, or SMTP customer access;
- f. False SLA breaches reported as a result of outages or errors of any Campus Kaizen measurement system;
- g. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Drupal, MySQL, etc.), any negligence, willful misconduct, or use of the Services in breach of Campus Kaizen's Terms and Conditions;
- h. E-mail or webmail delivery and transmission;
- i. DNS (Domain Name Server) Propagation;
- j. Outages elsewhere on the Internet that hinder access to your services. Campus Kaizen is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Campus Kaizen will guarantee only those areas considered under the control of Campus Kaizen: Campus Kaizen server links to the internet, Campus Kaizen routers, and Campus Kaizen servers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2023

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

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

PRODUCER		CONTACT NAME: Matthew Miller	
Embroke Insurance Services LLC		PHONE (A/C, No, Ext): (844)436-2765	FAX (A/C, No):
5214F Diamond Heights Blvd. Unit 1261		E-MAIL ADDRESS: certificates@embroker.com	
San Francisco CA 94131		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Hartford Underwriters Insurance Company	
Campus Kaizen LLC		INSURER B: Hartford Fire Insurance Company	
201 Lackawanna Ave		INSURER C: Clear Blue Specialty Insurance Company	
Scranton PA 18503		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 27214**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Tech E&O / Cyber Liability						

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

The Greater Scranton Chamber of Commerce is included as an Additional Insured on a primary non-contributory basis on the General Liability and Umbrella policy as required by written contract. A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability policy as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Agreement with Lark Technologies, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program. The program will be specifically utilized for members with diabetes for actives, early retirees, and dependents over 18 years of age. Lark's mission is to create robust member experience and engagement that will help manage an active diabetic condition and provide clinical support to close the gaps in care related to the diabetic condition.

Lark is designed to be the first line of defense in assisting patients with care reminders, medication adherence, and social determinants of health, such as diet, exercise, and weight management. Those eligible and those who sign up will have a cellular-enabled glucose monitor provided at no charge and connected to the Lark care team 24/7. In addition, the cost of the program also includes test strips, lancets, and glucose solutions at no charge. On-demand coaching will then be available to the employee.

Currently, the health plan is seeing about 30% of its members with some form of diabetes. The Joint Health Managed Board (JHMB) is proactively working towards solutions to help its members live a better quality of life while reducing the number of chronic conditions. Based on enrolled membership, the cost is \$46.58 per month, and \$558.96 per year with an estimated 225-250 eligible members who will enroll in the first year for an estimated cost of \$140,000.

These services align with JHMB's established goals and responsibilities for providing high-quality health care to our employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$140,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Lark Technologies, Inc.</u>	<u>2570 El Camino Real, Suite #100, Mountain View, CA 94040</u>	
<u>Vendor Name</u> (650) 381-9225	<u>Address</u> Shannon Marques	
<u>Phone Number</u>	<u>Vendor Contact</u>	
<u>From: 02/01/2024</u>	<u>Through: 04/30/2025</u>	
<u>Term (Duration)</u>		
<u>FUSD Contract Administrator:</u> Steven Shubin	<u>Benefits Department</u>	<u>559-457-3539</u>
<u>Name</u>	<u>Site/ Dept</u>	<u>telephone number</u>
<u>Budget (Fund-Unit-Dept.-Activity-Object)</u>	<u>670-0841-0880-0000-6000-5899</u>	

Estimated Annual Cost \$ 140,000 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

Scope of Work Summary:

To provide services including but not limited to a diabetes remote patient monitoring program. The program will be specifically utilized for members with diabetes for actives, early retirees, and dependents over 18 years of age.

Date Item is to appear on **Board of Education Agenda:**

(Contracts of \$15,000.00 or more) click to enter date

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

Reviewed & approved by **Executive Director, Risk Management:**

Please return signed contract to:

Christina Everitt christina.everitt@fresnounified.org

Name

Signed

Date



Dec 22, 2023

Signed

Date

Benefits Department

559-457-3539

Department

Telephone

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: **670-0841-0880-0000-6000-5899**

District Contact Person: **Steven Shubin**

Budget Manager Approval: _____

Contractor's Vendor Name: **Lark Technologies, Inc.**

Contractor's Contact Person: **Shannon Marques**

Contractor's Title: **Chief Revenue Officer**

Contractor's Telephone Number: **(650) 381-9225**

Contractor's E-mail: Shannon.Marques@lark.com

Contractor's Address: **2570 El Camino Real, Suite #100, Mountain View, CA 94040**

Contractor's Taxpayer ID# or SSN#: **27-1833237**

This Independent Contractor Services Agreement is made and entered into effective **02/01/2024** (the "Effective Date") by and between the Fresno Unified School District ("District") and Lark Technologies, Inc. ("Contractor").

Scope of Services, Term and Compensation

1. **Contractor Services.** Contractor agrees to provide through its proprietary AI-based mobile app, a chronic disease management program, including digital coaching and connected devices, to the District's Eligible Employees and Eligible Dependents, as detailed in the Contractor Terms of Service Addendum and Order Form #1 Addendum.
2. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. **Representations and Warranties.** Each Party represents and warrants to the other that: (a) it is duly formed and validly existing under applicable laws and in good standing in applicable business locations as required; (b) it has all necessary authority to enter into and perform its obligations under this Agreement; and (c) the person signing these Terms and each Order Form has full authority to bind that Party.
4. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
5. **Term.** This Agreement shall begin on the Effective Date, and shall terminate after fifteen (15) months have elapsed (the "Term"). Thereafter, the Parties may agree to renew this Agreement in an amendment signed by both parties at least ninety (90) days prior to the end of the Term. There shall be no extension of the term of the agreement without express written consent from all parties. Upon termination or expiration of this Agreement, all licenses and access rights granted by Contractor to the District shall terminate.
6. **Compensation.** District will pay all fees and expenses set forth in each applicable Order Form. Fees for Services and Programs will be as set forth in each Order Form. Unless specified otherwise in these Terms or an Order Form, Contractor will invoice District for all Services and Program fees, and District shall pay each invoice within thirty (30) days of the date of such invoice. Please see fees outlined in the Order Form #1 Addendum.

7. Incidental Expenses:
- ☐ Yes (see below) ☒ No, Vendor initial here _____
8. Employment. Are you a FUSD employee?
- ☐ Yes ☒ No
9. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?
- ☐ Yes ☒ No
10. California Residency. Contractor entity is located in the state of California:
- ☒ Yes ☐ No
11. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
12. Termination of Agreement. After the initial fifteen (15) month Term (and in the event the District enters into any future renewal Term or Agreement extension at the District's sole discretion), either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper. Either Party may, upon written notice to the other Party, terminate this Agreement or the relevant Order Form for material breach by the other Party that is not cured within thirty (30) days.
- 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 14 through 18, 22 through 24, and 29 through 42; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.
- There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.
13. Data Reporting. Contractor agrees to prepare, maintain, and provide to District's agents, including the District's third party data administrator/integrator and its agents, reports and data as set forth in Section 9 of the Order Form #1 Addendum that substantiates invoices, substantiates compliance with the performance measurements in Exhibit A of the Contractor Terms of Service Addendum, and as necessary to fulfill its obligations under the Agreement.
14. Transfer of Data. Following termination of the Agreement, Contractor shall transfer all the Transferable Participant Data necessary to administer the affected services to the successor, alternate service provider. Such data shall be transferred to the successor, alternate service provider 60 days prior to the effective date of termination, and additionally within five business days following effective date of termination. For purposes of this Section 14, "Transferable Participant Data" shall mean the entire Enrolled Participant list, last date of Enrolled Participant engagement, Enrolled Participant program start date, and if applicable, Enrolled Participant program end date, as transferred by Lark in accordance with applicable law, in order to facilitate a warm transfer of Enrolled Participants to the successor, alternate service provider.

Confidentiality

15. Confidential Information.
- A. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits, software, technology, pricing, product road maps, 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. The Receiving Party hereby agrees that it shall not disclose the Disclosing Party's Confidential Information, and any

materials, discussions, or other communications concerning the Disclosing Party's 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 the Receiving Party becomes aware of any disclosure or use not in compliance with this Agreement, the Receiving Party shall notify the Disclosing Party in writing within three (3) business days. The Receiving Party shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with terms materially similar to this Paragraph 15.B.

- C. Receiving Party's obligation under this Agreement to not disclose the Disclosing Party's Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by the Receiving Party or a third party; (b) is independently developed by the Receiving Party without the aid, application or use of the Disclosing Party's Confidential Information; or (c) was received by the Receiving Party on a non-confidential basis prior to receipt from the Disclosing Party 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 the Receiving Party, is otherwise required by law, provided that in either circumstance:
 - (i) Receiving Party shall furnish the Disclosing Party with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - (ii) Receiving Party shall give the Disclosing Party reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - (iii) Receiving Party shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of the Disclosing Party's Confidential Information to the greatest extent possible.
- E. All Confidential Information provided by the Disclosing Party to the Receiving Party is and shall forever remain the sole and exclusive property of the Disclosing Party. By granting access to Confidential Information, the Disclosing Party does not grant any express or implied right to Receiving Party to use, publish or disclose any Confidential Information. Upon termination of the Agreement the Receiving Party will return to the Disclosing Party all Confidential Information disclosed to it (including copies or summaries of the Disclosing Party's Confidential Information), or with the Disclosing Party's permission destroy the Confidential Information and certify in writing that it has been destroyed. For clarity, (i) "Contractor Data" (as defined in the Contractor Terms of Service Addendum) shall be deemed the Confidential Information of Contractor and (ii) the Receiving Party may retain copies of Confidential Information maintained pursuant to the Receiving Party's standard electronic backup and archival procedures, and to the extent required to comply with requirements of applicable law, or for its internal record-keeping and governance purposes; provided that any information so retained by the Receiving Party shall be maintained confidentially.
- F. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the Disclosing Party and that, to protect against such harm, the Disclosing Party 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 Disclosing Party's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

Indemnification, Insurance, and Taxes

- 16. Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all third party claims, judgments, fines, penalties, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from:
 - A. Performance of the contract in violation of this Agreement (including, but not limited to) the Contractor's use of the District's physical sites;
 - B. The Contractor's completion of the duties without compliance with the terms under the contract;
 - C. Injury to or death of persons or damage to property or damage to the District, its agents, employees, Board of Trustees,

members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board to the extent such damage was caused by Contractor and did not result from the acts or omissions of the District or the Districts agents or vendors;

- D. For any negligence, including negligent acts or omissions, or misconduct of Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees;
- E. Contractor's breach of any of its data security or confidentiality obligations, or representations or warranties, under this Agreement;
- F. The Services, the Contractor Platform or any Programs infringing or misappropriating any Intellectual Property Right alleged to be valid in the United States (each, an "Infringement Claim").

The foregoing obligations of Contractor will not apply to any Infringement Claim arising out of: (i) use of the Services, the Contractor Platform or a Program in a manner other than as expressly permitted under this Agreement, (ii) the use of the Services, the Contractor Platform or a Program in combination with goods or services not provided by Contractor, or (iii) the failure to use the latest version of the Services, the Contractor Platform or any Program made available by Contractor. In addition to the foregoing obligations, if the Services, the Contractor Platform or any Programs are, or in Contractor's judgment might be, held to infringe or misappropriate a third party's Intellectual Property Rights, Contractor may, in addition to its aforementioned obligations and at its sole option and expense, replace or modify the Services, the Contractor Platform or Programs so as to avoid infringement or misappropriation, or procure the right for District to continue the use of such Services, Contractor Platform or Programs. If neither of such alternatives is, in Contractor's judgment, commercially reasonable, at Contractor's request, Contractor may, without liability or penalty, cease providing such Services or Programs, or Contractor Platform access, upon written notice to District.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

- 17. District shall indemnify, defend and hold harmless Contractor from and against all damages, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs) to the extent resulting from any third-party claim or lawsuit arising out of (i) District or District vendors' violation of applicable law in connection with sharing of District Data with Contractor, (ii) any inaccuracy of District Data provided to Contractor by District or District vendors.
- 18. **LIMITATION OF LIABILITY.** IN NO EVENT, WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, FIVE HUNDRED THOUSAND (\$500,000) USD.
- 19. **Insurance.** During the Term of each Order Form, Contractor will obtain and maintain insurance in the types and minimum amounts outlined below. Upon District's request, Contractor will provide certificate(s) of insurance:

Coverage Type	Minimum Limits of Liability
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 personal and advertising injury \$2,000,000 general aggregate \$2,000,000 products and completed operations aggregate
Business Automobile Liability (for owned, hired and non-owned autos)	\$1,000,000 combined single limit per accident
Workers Compensation And Employer's Liability	In accordance with the laws of the country, state, province, or territory exercising jurisdiction over employees \$1,000,000 each accident/disease—each employee
Umbrella Liability	\$5,000,000 each occurrence/aggregate
Errors & Omissions Liability and Cyber/Network Privacy & Security Liability	\$10,000,000 each claim or occurrence/aggregate

- 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. In particular, District will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. 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.

Indemnification, Insurance, and Taxes

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
23. Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof
24. 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.

Compliance With Laws; Privacy And Security; Certifications

25. Data Privacy and Security. Contractor and District will each comply with all applicable data privacy and security laws in connection with this Agreement. Without limiting the foregoing, Contractor will maintain reasonable and appropriate administrative, physical and technical safeguards designed to (i) ensure the confidentiality and security of PII; (ii) prevent against unauthorized disclosure, destruction, modification, or use of PII, and (iii) protect against any threats or hazards to the security or integrity of PII.
26. HIPAA/HITECH. The Parties agree that the Business Associate Agreement ("BAA") attached hereto as Exhibit B to the Contractor Terms of Service Addendum will apply to all PHI received, created or maintained by Contractor in its capacity as a business associate (as defined under HIPAA) to District. The BAA forms a part of and is subject to the terms and conditions of these Terms.
27. HITRUST Certification. Upon District's request, Contractor will provide a copy of its HITRUST Certification and will maintain such certification thereafter for as long as any Order Form is in effect.
28. SOC-2 Type 2 Certification. Upon District's request, Contractor will provide a copy of its SOC-2 Type 2 Certification and will maintain such certification thereafter for as long as any Order Form is in effect.

Miscellaneous

29. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:

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

Contractor:

Lark Technologies, Inc.
Attn: Legal Dept
2570 El Camino Real, Suite #100
Mountain View, CA 94040

cc: **Stacey Sandoval**
Benefits & Risk Management
Executive Director
2309 Tulare Street
Fresno, CA 93721

30. Force Majeure. Neither Party shall be liable for delays or any failure to perform under this Agreement (other than District's obligation to pay fees) due to causes beyond its reasonable control. Such delays include, but are not limited to, pandemic, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use reasonable efforts to minimize the delays caused by any such event.
31. Entire Agreement. This Agreement together with its Addendums, Exhibits and all Order Forms, contain the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the Parties related to the subject matter hereof. The Parties have made no representations, promises, warranties, covenants or undertakings other than those expressly set forth in these Terms and each Order Form. The Parties are not relying on and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in these Terms. In the event of a conflict between these Terms and an Order Form, the conflicting provision(s) in the Order Form shall control.
32. 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.
33. 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.
34. 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.
35. 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.
36. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify these Terms and any Order Form so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
37. Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, only by a written instrument signed by the parties.
38. Waiver. No delay in exercising or failure to exercise any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, or be construed to be a waiver of any current or future breach or default. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and signed by the waiving Party to be effective. Except for exclusive remedies expressly set forth in this Agreement, all other remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative.
39. 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 provided that Contractor may assign this Agreement in its entirety with notice to the District, incidental to a sale, transfer, or other disposition by Contractor of substantially all of its assets.
40. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
41. Non-Exclusive. Each Party retains the right to undertake research, marketing and development programs or to establish collaborations with third parties in any area, including areas which are or become the subject of this Agreement, consistent with the rights expressly granted to the other Party under this Agreement and subject at all times, without limitation, to the

confidentiality and intellectual property sections set forth in this Agreement.

42. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
43. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

Approved As to Form:



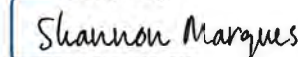
Dec 22, 2023

Stacey Sandoval, Executive Director,
Benefits & Risk Management

CONTRACTOR

Lark Technologies, Inc.

DocuSigned by:



BBF1AFF50A36441...

Name/Title : Shannon Marques, Chief Revenue Officer

11/12/2023

Date

Lark Terms of Service Addendum to FUSD Independent Contractor Services Agreement

Lark is engaged in the business of providing, through its proprietary artificial intelligence-based platform, integrated chronic disease prevention and management programs that incorporate expert digital health coaching and smart connected devices. Fresno Unified School District (“Client” or the “District”) desires to retain Lark to provide to Client and its Eligible Participants the services identified in each Order Form signed by the Parties, all subject to and as set forth in each Order Form and these Terms (collectively, the “**Agreement**”). The Parties agree as follows:

1. DEFINITIONS.

1.1. “**Client Data**” means all Personally Identifiable Information provided by Client or Eligible Participants to Lark pursuant to this Agreement. For clarity, “Client Data” excludes Lark Data.

1.2. “**Counseling Session**” means a personalized conversational text-based coaching interaction of the Lark Platform based on an Enrolled Participant data point.

1.3. “**Designated Program**” means each Program designated in an Order Form to be made available to Eligible Participants.

1.4. “**Device**” means each connected device (e.g., a digital weight scale) provided by Lark to an Enrolled Participant as a part of a Designated Program.

1.5. “**Documentation**” means Lark’s training materials, guides, program descriptions, program specifications and supporting materials, and all updates to any of the foregoing, describing any of the Programs or the Services.

1.6. “**Eligible Employee**” means each employee or retired employee of Client that is enrolled in Client’s self-insured health plan and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.

1.7. “**Eligible Dependent**” means a spouse, domestic partner, or dependent child of an employee or retired employee (as such terms are defined by the Client) of Client that is enrolled in Client’s self-insured health plan, and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.

1.8. “**Eligible Participant**” means each Eligible Employee and Eligible Dependent in the Designated Group defined in an Order Form.

1.9. “**Enrolled Participant**” means each Eligible Employee and Eligible Dependent that downloads Lark’s Mobile App and enrolls in a Program.

1.10. “**Intellectual Property**” means tangible and intangible discoveries, inventions, developments, improvements, works of authorship, mask works, identifying marks, trade dress, confidential or proprietary information, trade secrets, know-how, designs, processes, technologies and other items for which Intellectual Property Rights may be secured anywhere in the world.

1.11. “**Intellectual Property Right**” means all tangible and intangible rights throughout the world in patents, patent applications, utility models, design rights, copyrights, moral rights, mask work registrations, trademarks, service marks, and other intellectual and industrial property rights of every kind and nature

whether arising by operation of law, contract, license or otherwise. For clarity, the Lark Platform, the Programs and Documentation constitute Lark Intellectual Property.

1.12. **“Lark Data”** means (i) all data created by Lark as a result of de-identifying Client Data, (ii) all usage and performance data (de-identified where applicable) pertaining to the Lark Platform, the Programs or the Services (e.g., how often or how many times users contacted customer support, where on the touch screen users touched, etc.), and (iii) all data and insights generated by Lark from any of the foregoing, including, without limitation, engagement data provided in reports to Client pursuant to an Order Form. Lark agrees to use the Safe Harbor Method under HIPAA for any de-identification of data under this Agreement.

1.13. **“Lark Platform”** means Lark’s proprietary digital platform and all related software, tools, applications, code, protocols, algorithms, methods and processes, and infrastructure, used by Lark to provide the Services, including, without limitation, the Programs.

1.14. **“Mobile App”** means Lark’s mobile application for smartphones using iOS or Android operating systems. For clarity, the Mobile App is a part of, and is included with the definition of, the Lark Platform.

1.15. **“Order Form”** means a written document, signed by the Parties, that incorporates these Terms and identifies any products or services that are to be provided by Lark. Each Order Form may include other terms and conditions related to the purchase and delivery of such products and services, including, without limitation, fees to be paid by Client.

1.16. **“Personally Identifiable Information”** or **“PII”** shall mean any information concerning an individual that can be used to personally identify the individual, including, but not limited to, name, e-mail address, and phone number. PII includes PHI.

1.17. **“Program”** means the Lark chronic disease prevention and management programs described in the Programs description incorporated into an Order Form (the **“Programs List”**).

1.18. **“Protected Health Information”** or **“PHI”** has the meaning specified in the Health Insurance Portability and Accountability Act and its implementing regulations (**“HIPAA”**) and the regulations thereunder.

1.19. **“Services”** means the services specified in these Terms to be provided by Lark to Client and Eligible Participants in connection with any Program.

2. PROGRAMS AND SERVICES.

2.1. Lark to Provide Designated Programs and Services. Subject to the terms and conditions of this Agreement, Lark will use commercially reasonable efforts to provide the Designated Programs and Services to Client and Eligible Participants, as specified in each Order Form and these Terms. The Designated Programs to be provided by Lark, and the Designated Groups from which Eligible Participants will be identified for such Designated Programs, will be only as set forth in each Order Form. Each Order Form may be changed only upon the written agreement of both Parties to such changes, and Client acknowledges and agrees that any changes to the Order Form may require the payment of additional or increased fees by Client. For clarity, unless expressly set forth in an Order Form, Lark will not be responsible for any customization work, any integration with Client’s or its third-party vendor’s systems, or any other professional or technical support or assistance to Client or any other party. The provision by Lark of the Services, and the implementation and launch of the Lark Platform and Designated Programs, are subject to the timely fulfillment by Client of its obligations under this Agreement and the cooperation and provision

of information, data and assistance by Client (and, if applicable, Client's third-party technology vendors) as reasonably requested by Lark.

2.2. Provision of Eligible Participant Information. Client shall provide to ~~Company~~ **Lark** each month a file (each, an **"Eligibility File"**) containing the Eligible Participant data elements listed in the Eligibility File specifications (the **"Eligibility File Specs"**) incorporated into an Order Form, and Client shall provide the Eligibility File in the format and as specified by Lark. Client will indicate in the Eligibility Files the Designated Program(s) for which each Eligible Participant is eligible (each, an **"Eligibility Designation"**). Lark will use the Eligibility Files and Eligibility Designations to determine the initial communications that should be sent to each Eligible Participant.

2.3. Eligible Participant Invitation and Enrollment.

2.3.1. Client shall obtain all necessary permissions and authorizations required for Client to be permitted to share Client Data with Lark and for Lark to use such Client Data pursuant to communicate with Eligible Participants to promote the Programs for the purpose of enrolling such Eligible Participants into the appropriate Program, and Client shall ensure that all such data provided to Lark is accurate and complete.

2.3.2. Client will, in accordance with the Implementation Plan, send an initial communication to Eligible Participants introducing them to Lark and the Programs (the **"Introductory Communications"**) using content and messaging provided by Lark. The Introductory Communication will be sent via email or, if an email address is not available, such other method as is agreed to between Client and Lark. After the Introductory Communications to Eligible Participants, except as otherwise agreed to by the Parties in writing (email is sufficient) or as provided in these Terms, all subsequent Program-related marketing communications to such Eligible Participants will come from Lark. Lark will use the contact information in the Eligibility Files to market the Programs to Eligible Participants, and Lark will invite such Eligible Participants to enroll in the applicable Designated Program. Client agrees that Lark may use email, direct mail, text, telephonic outreach, paid media, social media, and landing pages for such marketing, subject to Client's prior written approval (email is sufficient) as to general content and logo usage for each campaign theme (and Lark may make non-material changes to such content without further approval). Client agrees that Lark's communications to Eligible Participants may be co-branded with Client's Marks. Client will identify in each monthly Eligibility File those Eligible Participants who are no longer eligible to participate in a Program. Such employees will be removed from future enrollment campaigns and Client shall no longer be billed for such Eligible Participants engagement in the Program. Client acknowledges and agrees that Lark may also conduct generic advertising campaigns (e.g., digital advertising, social media, etc.) for its Programs that may result in Eligible Participants enrolling in a Designated Program. Client acknowledges and agrees that Lark's ability to implement and launch the Lark Platform with respect to any Designated Group is conditioned upon Client's completion of the approval process in this subsection, and delays in the process may delay such implementation and launch.

2.3.3. Lark will provide to each contacted Eligible Participants a link to download and install the Mobile App. Lark will use reasonable efforts to assist Eligible Participants with the registration process to facilitate successful installation of the Mobile App, including but not limited to e-mail support. Client acknowledges and agrees that Eligible Participants must have and maintain, and have the ability to use, the personal equipment and services (including, without limitation, a smartphone with iOS or Android operating system and connectivity services) (collectively, the **"Participant Equipment"**) required to download the Mobile App and to access and use the Designated Programs and Services as made available by Lark. Lark shall have no liability for an Eligible Participants or

Enrolled Participant's inability or limited ability to access or use a Designated Program or any Services due to such individual's failure to acquire, maintain or properly use Participant Equipment. Client acknowledges and agrees that Eligible Participants will be required to agree to be bound by Lark's online terms and conditions and privacy policy prior to accessing any Programs or Services, and Eligible Participants will be responsible for any data charges associated with using the Programs or Services.

2.3.4. Lark will provide to each Enrolled Participant the Device(s) appropriate for the Designated Program in which the Enrolled Participant has enrolled pursuant to this Agreement (as specified in the Order Form). In addition to Devices being capable of connecting with the Mobile App, Devices will also be capable of connecting to and sharing data with any HealthKit (for iOS operating system) or Google Fit (for Android operating systems) application used by an Enrolled Participant (subject to the Enrolled Participant providing permission for the Lark Platform to access such data).

2.3.5. Through its Mobile App, Lark will provide each Enrolled Participant with access to the applicable Designated Program, including the features of such Designated Program, as described in the Programs List.

2.3.6. Lark may periodically launch engagement campaigns to re-engage Enrolled Participants or obtain their feedback on the Programs.

2.4. Employee Transition. When an Enrolled Participant is no longer eligible for access to any Designated Programs, Lark may provide that Enrolled Participant with the option of transitioning to an alternate Lark service or permanently deleting their account, subject to Section 10.

2.5. Escalation Points of Contact. If an "escalations" Program configuration is selected by Client and set forth in an Order Form, Client will provide to Lark the contact and other reasonably requested information for the appropriate clinical escalation contacts to be used by Lark for Enrolled Participants who trigger the clinical thresholds for escalation within a Program. Client acknowledges and agrees that Lark is not liable, and shall have no liability, for any harm or damages that may occur as a result of an Enrolled Participants failure to act in connection with any attempted escalation by Lark.

2.6. Reports to Client. Lark will use commercially reasonable efforts to provide reports to Client as specified in each Order Form. Each report will contain de-identified and aggregated data reflecting enrollment by Designated Program, Enrolled Participant engagement summaries, performance toward outcomes and Enrolled Participant satisfaction survey results. Lark may modify the contents of reports by providing Client with at least ninety (90) days' advance written notice (which may be by email) of any such modification.

3. IMPLEMENTATION.

3.1. Implementation Plan. Lark and Client agree to work together in good faith to agree upon a written implementation plan ("**Implementation Plan**") containing tasks for each party to facilitate the launch of the Designated Programs. The Implementation Plan may include different task completion dates (each, a "**Task Completion Date**") and a target launch date ("**Target Launch Date**") with respect to a Designated Group. The Implementation Plan may be changed only upon the written agreement of both Parties to such changes, and Client acknowledges and agrees that any changes to the Implementation Plan may require the payment of additional or increased fees by Client.

3.2. Launch. Upon completion of all tasks outlined in the Implementation Plan with respect to a Designated Group, and subject to the expiration of any time period set forth in the Implementation Plan

between full task completion and launch, Lark will launch the Lark Platform for that Designated Group and the Parties will begin the process of communicating with Eligible Participants in accordance with the Agreement. Client acknowledges and agrees that Lark's ability to launch the Lark Platform on the Target Launch Date is subject to Client (or, if applicable, Client's party health plan administrator) completing all required tasks in the Implementation Plan no later than the Task Completion Date for each such task. Lark shall have no liability to Client or any other party for any delays in launching (or inability to launch) the Lark Platform due to delays or failures by Client (or, if applicable, its third-party health plan administrator) in completing its tasks in the Implementation Plan or otherwise fulfilling its responsibilities under the Agreement.

3.3. Cooperation. In addition to fulfilling its other obligations under the Agreement, Client shall make available Client personnel and cooperate (and, if applicable, cause its third-party technology vendors and health plan administrators to cooperate) with Lark in providing all data, information and assistance reasonably requested by Lark to enable Lark to implement and launch the Lark Platform in accordance with this Agreement.

3.4. Client Training. Lark will provide Client with, and Client shall cause relevant Client personnel to attend, training on the Designated Programs in accordance with the Implementation Plan or as otherwise mutually agreed to by the Parties in writing. The training will consist of Lark providing Client-specified individuals with sufficient training with respect to the functions, features and operation of the Programs.

4. PROMOTION OF PROGRAMS.

4.1. Client Promotion. Upon Lark's request and in coordination with Lark, Client will actively promote and market the Programs and Services to Eligible Participants using marketing materials and Program information provided by Lark. Upon request, Lark will provide to Client pre-approved materials about the Designated Programs for provision to potential Eligible Participants Dependents who may wish to participate in a Designated Program.

4.2. Publicity. The parties agree to discuss joint publicity opportunities, including the possibility of Lark referencing Client as a client in its marketing materials or on Lark's website, to be pre-approved and mutually agreed by the parties in writing, on a case-by-case basis.

5. USE OF DOCUMENTS AND MARKS.

5.1. Trademarks. Each Party hereby grants to the other Party a non-transferable, non-sublicensable, non-exclusive, limited license during the Term to use the granting Party's trademarks ("**Marks**") for purposes of performing this Agreement, including (i) in Client's case, for Client's advertising and promotion of the Programs in accordance with these Terms, provided such use conforms to the Lark quality standards and guidelines from time to time in effect, and (ii) in Lark's case, for Lark's preparation and use of enrollment and Program communications and materials. Neither Party shall do business under any Mark of the other Party (or any derivative or variation thereof) and shall not directly or indirectly hold itself out as having any relationship to the other Party or its affiliates other than as set forth herein. Marks may only be used by the other Party during the Term of each Order Form. All Client advertisements, catalogs, promotions or similar material using Lark Marks or any reference thereto shall be subject to pre-publication review and approval by Lark. Nothing in this Agreement creates in the other Party, and such other Party agrees not to assert, any rights in or to the granting Party's Marks. If, in Lark's sole judgment, any use of Marks by Client is detrimental to any Lark Marks or Lark's reputation, or otherwise undesirable, Lark may withdraw such permission without liability. Any and all goodwill arising from the use of any Marks shall inure solely to the benefit of the Mark owner.

5.2. Documentation. Lark hereby grants to Client a non-transferable, non-sublicensable, non-exclusive, limited license during the Term to copy and use, solely for its internal business purposes in training its personnel and assisting Eligible Participants concerning the Programs, all Documentation provided by Lark to Client.

5.3. Restrictions. Except as explicitly set forth in this Agreement, Client will not, and will not assist others to: (1) copy or modify the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs; (2) use the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs for any purpose other than as expressly set forth in this Agreement; (3) remove Lark's proprietary rights notices; or (4) reverse engineer, decompile, or disassemble, or apply any procedure or process to ascertain, derive, and/or appropriate, any source code pertaining to the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs, or any trade secret embodied therein.

5.4. Usage Limitation. Client's use of the Dashboard, and the availability of Programs and Services, is subject to any applicable limitations in an Order Form, such as, by way of example only, maximum user counts, server calls or page views.

6. SERVICE LEVELS. Lark shall provide the Lark Services in accordance with and subject to, and the Parties agree to the terms and conditions of, the Service Level Agreement attached hereto as Exhibit A (the "SLA").

7. CLIENT SUPPORT. Lark shall provide to Client technical support regarding (i) use of the Client Dashboard by Client, and (ii) use of the Programs by Eligible Participants. Such support shall include email support, along with telephone support for escalation during the following hours: 8 a.m. through 6 p.m. (PT) Monday through Friday (excluding federal holidays).

8. PERSONNEL.

8.1. Background Checks. For all incoming personnel (employees and contract workers), Lark will conduct a background investigation before assigning any such individual to perform Lark Services with access to Client Data. The Lark standard background investigation includes a criminal background check and drug test. Further, Lark will require all Lark personnel to (1) comply with rules and regulations, and policies provided by Client regarding safety, health and professional conduct while on site at Client facilities, and (2) otherwise conduct themselves in a professional and businesslike manner.

8.2. Client Account Manager. Lark will designate a qualified individual as Client's primary initial contact regarding the Programs and Services who will be available to interact with Client personnel on a reasonable as needed basis.

8.3. Security Training. Lark will ensure that any of its personnel, contractors or agents who may come into contact with Client Data undergo HIPAA privacy and security training prior to receiving or having access to any Client Data.

9. DEMONSTRATION. Prior to going live with any Designated Programs, Lark will provide Client with access to a demonstration of the Designated Programs for Client's general awareness of what Eligible Participants will experience. Other than the appearance of Client's Marks, no changes will be made to any Designated Programs or communications unless agreed to in writing by Lark (which agreement shall be in Lark's sole discretion). Client acknowledges and agrees that any such changes may require the payment of additional fees by Client. For purposes of clarity, the Mobile App and Lark Platform will remain *solely* Lark-branded and will not include Client Marks or the marks of any Client vendors.

10. Enrolled Participant Right to Transfer PHI. Notwithstanding anything to the contrary herein, if an Enrolled Participant participation in any Programs ends for any reason, including change of employment, termination of an Order Form or these Terms or otherwise, Lark may, while these Terms are in effect and during any Transition Assistance period, notify the Employee to ask if they would like to continue using any of Lark's services and to have their PHI transferred to Lark via a valid authorization. This would be a voluntary right of the Employee and an Employee can choose to either agree to or deny such a request from Lark. If agreed to by an Enrolled Participant, Lark would transfer such Enrolled Participant PHI to Lark's database pursuant to the electronically signed authorization from the Enrolled Participant. If an Enrolled Participant rejected such a request, Lark will treat such PHI as it will all other Client Data under this Agreement.

11. INTELLECTUAL PROPERTY AND DATA.

11.1. Intellectual Property. Nothing herein shall be deemed to convey ownership of any Lark Intellectual Property. All proprietary rights, title and ownership rights, including worldwide ownership, in and to such Intellectual Property remain vested in Lark. For clarity, Lark owns and shall continue to own all right, title and interest in and to the Lark Platform, the Services and the Programs, and all modifications (including, without limitation, all customizations) to any of the foregoing, and all Intellectual Property Rights therein and related thereto. The Parties acknowledge that Client may from time-to-time provide suggestions or ideas concerning the Services, the Lark Platform, the Programs and other Lark Intellectual Property ("**Feedback**"). Lark shall have the unrestricted right, and Client hereby grants to Lark a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, transferable, and fully paid right and license, to use and fully exploit any and all Feedback for any purposes, commercial or otherwise, without any obligation of compensation or attribution to Client or any third party.

11.2. Restrictions. Except as expressly authorized by Lark in writing, Client shall not copy, modify, reverse engineer or decompile, or attempt to access or determine the source code of, any tangible or intangible item in which any Lark Intellectual Property is embodied or assist others to do so. No Lark Intellectual Property may be distributed, sublicensed or otherwise disseminated without Lark's prior written consent.

11.3. Ownership and Use of Lark Data. Lark Data, and any derivative works thereof, shall be and remain the property of Lark. Except as expressly permitted in these Terms, Client shall not sell, assign, lease, disseminate, or otherwise disclose Lark Data or any part thereof to any other person, and Client shall not commercially exploit any part of the Lark Data. Client shall not allow its employees and/or subcontractors to do any of the foregoing and shall take reasonable measures to prevent such misuse.

11.4. Records and Audit. Lark agrees to maintain accurate and complete records relating to the provision of Lark Services provided under these Terms and to maintain reasonable records retention practices in the normal course of business for a period of seven (7) years from creation of the applicable record. Lark agrees that, during the Term of each Order Form and for a period of seven (7) years thereafter, Client may, not more than once in any calendar year and upon providing at least ten (10) business days' notice to Lark, engage an independent auditor reasonably acceptable to Lark may, to verify the integrity of Client Data and the systems that process, store, and transmit that data ("**Audit**"). Lark will cooperate with any such Audit(s) and provide access to books, records, data and other documentation reasonably requested by Client directly relating to the subject of the Audit. Lark may require the auditor to execute a reasonable confidentiality agreement maintaining in confidence all information obtained in the course of an Audit, including a prohibition on the disclosure to Client of any information other than that necessary to document any noncompliance by Lark with its data security obligations hereunder. Audits will be conducted during normal business hours, at Client's expense, and in such a manner as to not disturb Lark's business, the Programs or Services.

11.5. Non-Solicitation of Lark Employees. During the Term of each Order Form and for a period of one (1) year following the termination of these Terms, Client will not solicit, induce, or otherwise encourage any Lark employee, contractor, agent, or representative to leave Lark (however this restriction will not apply to employee responses to general, non-targeted, employment advertisements or job postings by Client).

12. MISCELLANEOUS.

12.1. Injunctive Relief. Each Party acknowledges that the unauthorized use by a Party of the Intellectual Property of the other Party would cause irreparable harm and significant injury that would not be remediable by an action for money damages. Accordingly, each Party agrees that, notwithstanding anything in the Agreement to the contrary, a Party may seek to enforce its rights with respect to the protection of such Party's Intellectual Property Rights through equitable relief in a court of competent jurisdiction, including but not limited to an immediate injunction, and each Party hereby waives any argument that the other has an adequate remedy at law with respect thereto.

EXHIBIT A

SERVICE LEVEL AGREEMENT

The terms and conditions of this service level exhibit shall apply to Lark’s provision of the Services and Designated Programs. Within ninety (90) days after the launch of the Lark Platform with respect to a Designated Group in accordance with an Order Form, Lark will, subject to the Terms, the relevant Order Form and this Exhibit, meet the following service levels (each, an “**SLA**”) with respect to such launch. Lark will track and provide a report to Client on a quarterly basis concerning these SLAs.

<u>Category</u>	<u>Definition</u>	<u>Metric</u>	<u>Measurement Period</u>
Server Uptime	API response to pings.	97.5%	Quarterly
System Update	No Lark system update requires downtime greater than twenty-four (24) hours.	100%	
Client Support	Responses to initial inbound inquiries by Client to a standard Lark support channel within two (2) business days.	80%	

A.I. Response Rate	Average AI-driven chat response time (after launch of a Program) to present chat dialogue and receive responses.	Five (5) seconds on average or less	Quarterly
Program Satisfaction	Satisfaction rate of Enrolled Participants regarding Designated Programs based on any in-app surveys provided by Lark, subject to a minimum of 100 Enrolled Participants responding to the survey: Average satisfaction rating by all Enrolled Participants responding to the survey will be a “6” or better on Lark's standard 10-point scale (0 is completely unsatisfied; 10 is completely satisfied) when measured on a quarterly basis.	Average Satisfaction rating of “6” or better	
Data and Reporting Timeliness	The time reports are delivered in accordance with the contractual timeline for delivery as set forth in the Terms.	One hundred percent (100%) compliance	

Participant Support Satisfaction	Enrolled Participant satisfaction with Employee support services by Lark following ticket resolution specific to services rendered to address Employee's complaint, subject to a minimum of 100 Enrolled Participants responding to the survey from Lark: Average satisfaction rating by all Enrolled Participants responding to the survey will be a "6" or better on Lark's standard 10-point scale (0 is completely unsatisfied; 10 is completely satisfied) when measured on a quarterly basis.	Seventy percent (70%) or better	
Participant Support Average Response Time	Average amount of time, in hours, for a response to an Enrolled Participant or Eligible Participant's written email inquiry, as measured on a quarterly basis.	Forty-eight (48) hours.	

Minimum Measurement Points. There must be a minimum of one hundred (100) measurement points during the measurement period for an SLA to be measured for the following SLAs: Program Satisfaction, Participant Support Satisfaction, and Participant Support Average Response Time.

Exceptions. Notwithstanding anything herein to the contrary, if Lark fails to achieve any SLA as a result of any delay or failure by Client to perform any of its obligations under the Agreement, or as a result of actions by Lark that are permitted under Lark's online terms of service, or as a result of events outside of the reasonable control of Lark, any such failure will not be deemed to be an SLA failure for purposes of the remedy set forth in this SLA exhibit.

Termination for Repeated SLA Failure. Subject to the exceptions noted above, if Lark fails more than three (3) of the SLAs in a given measurement period (a "**Threshold Failure**"), Client may terminate this Agreement by providing thirty (30) days' advance written notice to Lark within the thirty (30) day period immediately following the Threshold Failure.

Sole Remedy. Notwithstanding anything in the Agreement to the contrary, the termination rights afforded Client under this SLA constitutes the sole and exclusive remedy, and Lark's sole and exclusive liability, for any failure by Lark to achieve any of the SLAs in this SLA exhibit.

EXHIBIT B
FUSD BUSINESS ASSOCIATE AGREEMENT

Business Associate Addendum

This Business Associate Addendum (“Addendum”), effective **February** 1, 2024 regardless of the date executed, is incorporated into and made part of the FUSD Independent Contractor Services Agreement (“Agreement”) by and between the Fresno Unified School District Employee Health Care Plan (“Covered Entity”) and Lark Technologies, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions: The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Breach. Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Lark Technologies, Inc.

(d) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) Successful Security Incident. “Successful Security Incident” shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

- (i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;
- (ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and
- (iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) Business Associate agrees to provide a copy of its SOC 2 Type 2 and HITRUST Certification reports to Covered Entity upon Covered Entity's request and will maintain such certification thereafter for as long as the Agreement is in effect.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

- (i) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(g) Business Associate shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Covered Entity upon Covered Entity's request.

(h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").

- (i) Business Associate shall provide initial notice of the Breach no later than seventy-two (72) hours after the confirmation of the Breach. A Breach shall be treated as confirmed as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.

- (ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.
 - (iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq.*), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.
 - (iv) To the extent that Business Associate (or any of its subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for all reasonable costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity, subject to the Limitation of Liability section of the Agreement.
- (i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.
- (j) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.
- (k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).
- (m) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to

Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within seventy-two(72) hours after Business Associate becomes aware of such Breach.

(w) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Addendum. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Addendum's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than seventy-two(48) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought

solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set (“LDS”) in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate’s Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a “standard transaction,” the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may terminate this Addendum if Covered Entity determines that there has been a material breach by Business Associate. Upon violation of a material term of this Addendum by Business Associate, Covered Entity may either:

- (i) Provide a ten (10) day opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the ten (10) day period, Covered Entity may terminate this Addendum and any other Agreement between Covered Entity and Business Associate pursuant to which Business Associate provides the Services to Covered Entity; or
- (ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity's reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or
- (iii) If neither termination nor cure are, in Covered Entity's sole determination, feasible, Covered Entity shall report the violation to the Secretary.
- (iv) Upon any breach of this Addendum that results in termination of this Addendum, Covered Entity shall have the right to terminate the Agreement and to pursue damages under the Agreement and this Addendum.

(c) Obligations of Business Associate Upon Termination. Except as provided in paragraph (i) below of this Section, upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate destroys PHI received from Covered Entity, Business Associate shall, upon request of Covered Entity, certify such destruction in writing to Covered Entity. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor any subcontractor or agent of Business Associate shall retain copies of the PHI.

- (i) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written consent that return or destruction of PHI is infeasible, Business Associate may retain the PHI that is not feasible to return, for so long as it remains infeasible to return such PHI. In such event, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (ii) Termination of Business Associate Relationship. The Business Associate agrees to include in its agreements with any agents or subcontractors that create, receive, maintain and/or transmit PHI, termination provisions corresponding to the terms set forth in this Section V.

(d) The provisions of this Section V shall survive termination of this Addendum.

VI. Miscellaneous

(a) Relationship of Parties. This Addendum shall not create nor be deemed to create any relationship between Covered Entity and Business Associate other than that of independent contractors contracting with each other solely for the purpose performing the agreement pursuant to which Business Associate provides services to Covered Entity. Business Associate is not an agent of Covered Entity. Neither Covered Entity nor Business Associate shall assume or be responsible for the acts, omissions, liabilities, debts, or other obligations of the other party, other

than as specifically set forth in this Addendum and the Services Agreement pursuant to which Business Associate provides the services to Covered Entity.

(b) Entire Agreement. This Addendum sets forth the entire understanding and agreement between the Parties relating to the use and disclosure of PHI and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements, and understandings regarding the Use and Disclosure of PHI are superseded hereby.

(c) Controlling Addendum. In the event that any provision of this Addendum conflicts with the Agreement with regard to compliance with HIPAA, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(d) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

(e) Amendment. This Addendum may not be amended or revised except with the written consent of the Parties. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(f) Ambiguities. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, HITECH, the HIPAA Regulations and any amendments thereto.

(g) Survival. Notwithstanding the expiration or termination of this Addendum for any reason, any provisions of this Addendum that imposes or contemplates continuing obligations on a Party, including, but not limited to Section V(c), shall survive the expiration or termination of this Addendum.

(h) Waiver. Any failure or delay by either Party in exercising any right under this Addendum shall not operate as a waiver of such Party's rights, nor shall any single or partial exercise of any right serve to preclude a subsequent exercise of such right.

(i) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(j) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(k) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered

to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Steven Shubin
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-6227
Steven.Shubin@fresnounified.org

Notice shall be given to Business Associate as follows:

Lark Technologies, Inc.
2570 El Camino Real, Suite #100
Mountain View, California 94040

(l) Indemnification. Business Associate acknowledges and understands that HITECH (including the rules and regulations thereunder) imposes direct responsibility on Business Associate for its conduct as a business associate and that Business Associate is subject to direct liability for both civil and criminal penalties for the violations of its subcontractors. Business Associate shall indemnify, hold harmless and defend Covered Entity and Covered Entity's directors, officers, agents, and employees from and against any and all penalties, claims, losses, liabilities, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from, or relating to, the acts or omissions of Business Associate or by its employees, directors, officers, subcontractors, or agents in connection with the duties and obligations of Business Associate under this Addendum, including, without limitation, any reasonable expenses Covered Entity incurs in connection with a Breach caused by Business Associate or its subcontractors or agents.

(m) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(n) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY

FUSD Employee Health Care Plan

By: _____

Print Name: Patrick Jensen

Print Title: Chief Financial Officer

Date: .

Date

Approved As to Form:



Dec 22, 2023

Stacey Sandoval, Executive Director,
Risk Management

BUSINESS ASSOCIATE

Lark Technologies, Inc.

By:  _____
BDF1AFF50A36441..

Print Name: Shannon Marques

Print Title: Chief Revenue Officer

Date: 11/12/2023

**ORDER FORM NO. 1 Addendum
to FUSD Independent Contractor Services Agreement**

THIS Order Form No. 1 (“Order Form”) is entered into and made effective as of **February 1, 2024 (“Order Form Effective Date”)** and is governed by and subject to the FUSD Independent Contractor Services Agreement (the “**Agreement**”) executed by Lark Technologies, Inc. (“**Lark**”) and Fresno Unified School District (“**District**”) with the Effective Date of **February 1, 2024**. All capitalized terms used but not defined in this Order Form shall have the meanings ascribed to them in the Agreement. District and Lark may also be referred to as “**Party**” or “**Parties**”.

1. **DESIGNATED PROGRAMS.** The following is the Designated Program to be provided by Lark pursuant to the Agreement and this Order Form, as further described in Schedule 1:
 - **Diabetes Care Program**
2. **TARGET LAUNCH DATE.** Ninety (90) days after the Order Form Effective Date. District and Lark will work together in good faith to agree upon an Implementation Plan as described below to facilitate launch of the Designated Program by the Target Launch Date.
3. **DESIGNATED GROUP.** The following is the Designated Group with respect to which the Diabetes Care Program will be made available pursuant to the Agreement and this Order Form:
 - All individuals that are Eligible Employees of District and their Eligible Dependents (18 years of age or older).
 - “Risk-Identified Population” means those individuals *within* the Designated Group that have been identified as having Type 2 Diabetes and are opted into marketing outreach.
 - As stated in the Lark Terms of Service, “**Eligible Employee**” means each employee or retired employee of Client that is enrolled in Client’s self-insured health plan and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.
4. **FEES.**

Per Enrolled Participant Per Month (PEPPM) Pricing: Monthly charge for Enrolled Participants, 90-day minimum per participant.

 - **Diabetes Care Program: \$46.58** per Enrolled Participant per month (includes devices outlined in Devices Chart in Schedule 1, if ordered by Enrolled Participant)
5. **ELIGIBILITY FILES.** At least fifteen (15) days prior to the Target Launch Date and no later than the fifteenth (15th) day of each month thereafter, District shall provide to Lark an Eligibility File containing the data elements set forth in Schedule 2 hereto for all individuals in the Designated Group. District shall provide each Eligibility File in a manner and format reasonably requested by Lark. Lark may update the Eligibility File data element requirements by providing ninety (90) days’ advance written notice (which may be by email) to District, and District will ensure that each Eligibility File provided after the expiration of the 90-day period conforms to the updated Eligibility File requirements.

STANDARD CONFIGURATIONS. The following standard configurations are available at no additional cost to District:

- Co-branding Standard Configurations
 - **Marketing:** District Vanity URL for program marketing landing page including unique landing page details and disclaimers. Upon District's request and authorization, certain Program marketing emails and materials can be co-branded with District and Lark branding.
 - **Enrollment:** Inclusion of District name and logo along with District messaging regarding ineligibility and non-qualification.
 - **AI Program Conversations:** Inclusion of District name in the application conversations. i.e., "brought to you by District" within an in-app coaching conversation (not persistent)
- In Application Standard Configurations (in addition to the above)
 - **Program Escalations:** Ability to specify a District program-specific escalation name (e.g., medical provider, health plan representative, care management program) and associated contact telephone number.
 - **Program Surveys:** Designation of which of the standard Lark surveys should be available within the Program
 - Customer Satisfaction Survey
 - Net Promoter Survey
 - Medication Adherence Survey

6. CUSTOMIZATIONS. **Not Applicable**

7. IMPLEMENTATION.

- Implementation Plan. The Parties agree to fulfill their respective obligations, to do so within the timeframes provided in an Implementation Plan, and to make a good faith effort to mutually agree upon the Implementation Plan within fifteen (15) business days after the Order Form Effective Date. The Implementation Plan may include different task completion dates (each, a "**Task Completion Date**") to enable the Parties to meet the Target Launch Date. The Implementation Plan and the scope of work provided in this Order Form may be changed only upon the written agreement of both Parties to such changes, and District acknowledges and agrees that any changes to either the Implementation Plan or the scope of work under this Order Form may require the payment of additional or increased fees by District. For clarity, unless expressly set forth herein or in the Implementation Plan, Lark will not be responsible for any customization work, any integration with District's or its third-party vendor's systems, or any other professional or technical support or assistance to District, any District customer or any other party.
- Launch. Upon completion of all tasks outlined in the Implementation Plan with respect to a Designated Group, and subject to the expiration of any time period set forth in the Implementation Plan between full task completion and launch, Lark will launch the Lark Platform for that Designated Group and the Parties will begin the process of communicating with the Designated Group in accordance with the Agreement and this Order Form. District acknowledges and agrees that Lark's ability to launch the Lark Platform on the Target Launch Date with respect to any Designated Group is subject to District completing all required tasks in the Implementation Plan no later than the Task Completion Date for each such task. Lark shall have no liability to District or any other party for any delays in launching

(or inability to launch) the Lark Platform due to delays or failures by District in completing its tasks in the Implementation Plan or otherwise fulfilling its responsibilities under the Agreement or this Order Form.

o Cooperation. In addition to fulfilling its other obligations under the Agreement and this Order Form, District shall make available District personnel and cooperate (and, if applicable, cause its third-party technology vendors to cooperate) with Lark in providing all data, information and assistance reasonably requested by Lark to enable Lark to implement and launch the Lark Platform in accordance with this Order Form.

8. INACTIVE ENROLLED PARTICIPANTS. Lark establishes a marketing cadence to keep Enrolled Participants engaged throughout the duration of their Program, including a proven method of inactivity outreach customized for 7, 14, 30, and 60+ days of inactivity. In the event an inactive Enrolled Participant is not sufficiently re-engaged by month three (3) of their first year of enrollment, Lark will no longer bill District for that particular inactive Enrolled Participant, starting in month four (4). “Engagement” includes: a personalized digital coaching session, meal logging, physical activity, and/or sharing biometric device data (weight scale or glucometer). In the event an Enrolled Participant re-engages with the Program after a period of inactivity, Lark will begin billing for such Enrolled Participant again in the calendar month following such re-engagement.
9. REPORTING. Lark shall provide quarterly business reports (“**QBRs**”) on a rolling quarterly basis no later than the fifteenth (15th) business day after the end of the preceding calendar quarter, beginning with the first full quarter after Lark has launched the Lark Platform in accordance with this Order Form. Lark will provide each QBR in person or via video conference presentation, and District agrees to cause its key personnel to attend such presentation. The QBRs will include de-identified and aggregated data from the most recent calendar quarter regarding progress and insights concerning Enrolled Participants. QBRs will be organized by total book of business and, where required information has been provided by District, by Designated Group. Starting ninety (90) days after launch and monthly thereafter Lark will provide de-identified and aggregated information regarding progress and insights concerning Enrolled Participants. At the District’s request, Lark shall also provide monthly member-level enrollment, coaching-engagement, biometric data and glucometer reading data to the District’s third party data administrator. Data will be provided electronically in a file format mutually agreed upon.
10. TRAINING. Lark will provide District with, and District shall cause relevant District personnel to attend, training on the Designated Programs in accordance with the Implementation Plan or as otherwise mutually agreed to by the Parties in writing. The training will be outlined in an Implementation Plan and may include training for District-specified individuals by Lark regarding the functions, features and operation of the Designated Programs.
11. CLIENT MARKETING COMMITMENTS. Client commits to the following program marketing activities:
 - Client agrees to mail three (3) rounds of program communications to the Risk Identified Population (“Direct Mailers”) at Client’s sole expense. The Direct Mailers shall promote and explaining the Lark Diabetes Care Program (content to be pre-approved by Lark), and include a Lark registration QR code.
 - Client shall promote and assist with the Lark registration process at all of Client’s onsite blood draw events. At Lark’s option, Lark may send a Lark representative to support Client at such onsite events.
 - Client shall promote the Lark Diabetes Care Program near the top of the WellPATH (wellness) page on the Client internet site for at least three (3) months. Client shall promote the Lark Diabetes Care Program within each of Client’s challenge communication packets.

12. **LARK PERFORMANCE GUARANTEES.** Lark will put at risk 15% (5% for each of: Engagement, Outcomes, and SLA collectively, the “**Performance Guarantees**”) of the total annual Per Enrolled Participant Per Month (PEPPM) fees collected on all District Enrolled Participants as set forth in Section 4 (the “**Performance Guarantee Payment**”). Lark shall provide a final report to District annually regarding its performance against the Performance Guarantees and in the event that any Performance Guarantees are not met, Lark shall make an applicable Performance Guarantee Payment within thirty (30) days of such report.

ENGAGEMENT	Lark guarantees that by month 6 of an Enrolled Participant’s Program, 40% of these Enrolled Participants (who have ordered a device) will have had 50+ total coaching conversations with Lark. Coaching conversations include those generated through personalized coaching sessions, meal logging, physical activity, and/or sharing biometric device data (weight scale or glucometer).
OUTCOMES	Lark guarantees that 35% of the Enrolled Participants (who order a connected scale, log and validate a first weight, and provide weight after 150 days), achieve 3% of initial body weight loss in year one of the Program. (with weight loss evaluated using the nadir between weeks 9 and 52)
SLA	Lark guarantees that it will not miss four (4) or more the service levels set forth in the SLA (Exhibit A the Agreement) for the following SLA categories: <ul style="list-style-type: none"> ● Client Support ● Program Satisfaction (Enrolled Participant) ● Data and Reporting Timeliness ● Participant Support Satisfaction ● Participant Support Average Response Time ● AI Response Rate ● Server Uptime (app availability) ● System Update Time Measured and reported on by Lark on a quarterly basis; reconciliation annually.

DISTRICT
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Name/Title



Date

Approved As to Form:

Dec 22, 2023

Stacey Sandoval, Executive Director
Risk Management

CONTRACTOR
Lark Technologies, Inc.

DocuSigned by:



Shannon Marques, Chief Revenue Officer

11/12/2023

Date

Schedule 1

Program Descriptions

Lark provides the integrated chronic disease prevention and management programs below through its proprietary artificial intelligence-based platform and mobile applications, which incorporate expert digital health coaching and smart connected devices.

I. Programs:

Diabetes Care Program: This Program serves those diagnosed with type 2 diabetes. The Diabetes Program helps Eligible Participants better manage diabetes through blood glucose measurement and coaching, medication adherence, diabetes-specific digital nutrition therapy, daily diabetes educational content, and personalized coaching on weight loss, activity, stress, and sleep. In addition, Lark reminds Eligible Participants about tests recommended for diabetes, such as A1c and kidney function.

II. Features –The following features are included in the Diabetes Care Program:

Sleep Counseling Feature: Using passive sensors on an Enrolled Participant's smartphone or eligible connected devices, the Lark platform will determine the likely time an Enrolled Participant slept, ask for confirmation of this sleep time, and then discuss sleep trends and provide recommendations and guidance to develop healthy sleep habits. Enrolled Participants will also be able to manually add or edit sleep times through an Enrolled Participant-specific dashboard within the Lark platform.

Nutrition Counseling Feature: Enrolled Participants will be able to log meals directly into the Lark platform in the course of a Counseling Session or directly in the Enrolled Participant-specific dashboard. The Lark platform will provide feedback on the quality of the meal with diet or condition specific recommendations and guidance in line with overall health goals for the applicable Program and the Enrolled Participant.

Stress Less Feature: Through Counseling Sessions, the Lark platform will evaluate the Enrolled Participant's stress level. If the Enrolled Participant indicates they are stressed, the Lark platform will provide stress management exercises, helpful educational content, tips, and suggestions for managing their stress. The option to select the Stress Less feature will be available as a goal in each of the Programs.

Activity Management Feature: Using passive sensors on an Enrolled Participant's smartphone or eligible connected devices, the Lark platform will determine the likely time an Enrolled Participant was active, ask for confirmation of this activity, and then discuss activity trends and provide recommendations and guidance to develop healthy activity habits. Enrolled Participants will also be able to manually add or edit activity duration through an Enrolled Participant-specific dashboard within the Lark platform, as well as convert a number of daily steps into an approximate activity duration.

Weight Management Feature: Using data from a connected weight scale or through manual entry by an Enrolled Participant, the Lark platform will evaluate weight loss or weight gain trends and provide guidance and feedback during Counseling Sessions in line with Program and Enrolled Participant specific weight goals. As weight loss is an important aspect of managing and reducing risk of diabetes, Lark provides continual coaching, motivation, and information on weight throughout the DPP and Diabetes Care Programs. Weight management is also an element of Lark's Prevention and Hypertension Care Programs.

III. Features – *Specific Programs:* In addition to the features listed above, the following features are included in the Programs identified with each description below:

Glucose Management Feature (Diabetes Care): Using data from a connected glucose meter or through manual entry by an Enrolled Participant, the Lark platform will evaluate glucose levels and trends, and

provide guidance and feedback during Counseling Sessions in line with Program and Enrolled Participant specific goals.

Tobacco Cessation Feature: Enrolled Participants receive coaching in real-time, are set up for success before they battle the intensity of withdrawal by building a solid foundation of knowledge and skills before the Enrolled Participant-defined quit date. The Tobacco Cessation feature is embedded as an opt-in feature.

IV. Devices Chart: The Devices associated with each Program are as follows (when ordered by the Enrolled Participant):

Program	Digitally Connected Weight Scale	Digitally Connected Blood Pressure Cuff	Digitally Connected Glucose Meter	Test Strips	Lancets
Diabetes Care Program	Included for each Enrolled Participant	NA	Included for each Enrolled Participant	Included for each Enrolled Participant	Included for each Enrolled Participant

Schedule 2
Eligibility File for full Designated Population

File Format: File should be submitted in a Comma Separated Values (CSV) format.

Lark Standard Eligibility Fields Template			
Source			
Category	Attribute	Definition	Required
Demographics	gender	User's gender (Male/Female/Other/Unknown)	Required
	partner	Partner Name	Required
	parent_client_name	Partner's parent client name	Required
	parent_client_id	Partner's parent client Id	Required
	line_of_business	Partner's line of business	Optional
	client_name	Partner's client name	Optional
	client_id	Partner's client Id	Optional
	reporting_client_name		Optional
User Sponsorship			
Program and Coverage	partner_user_id	Member unique identifier in the partner system, between the partner sys	Required
	ssn	User's SSN	Optional
	subscriber_id	Uniqueld for the primary's coverage, same value for the entire household	Optional
	member_card_id	Member insurance card id. Partner defines size restrictions(if any).	Optional
	employeeid	The employer assigned id to each employee	Optional
	coverage_start_date	The date member coverage begins. yyyy-MM-dd	Required
	coverage_end_date	The date member coverage terminates. yyyy-MM-dd	Optional
	program_eligibility		Required
Demographics	device_eligibility		Required
	last_name	User's last name	Required
	first_name	User's first name	Required
	date_of_birth	User's date of birth yyyy-MM-dd	Required
Contact Details	gender	User's gender (Male/Female/Other/Unknown)	Required
	mobile_phone_number	User's mobile phone number	Optional
	sms_phone_number	User's consented mobile phone number	Optional
	email	User's primary email address	Optional
	address	User's home address	Optional
	address2	User's home address line 2	Optional
	city	User's home city	Optional
	state	User's home state	Optional
	zip	User's home zip code	Optional
Contact Details	preferred_contact_meth	User preferred contact method, email or SMS	Optional

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 School Yard Rap

ITEM DESCRIPTION: Included in the Board binder is an agreement with School Yard Rap. School Yard Rap will provide a 45-minute assembly on Black History, social-emotional health, and mental health at 68 After School Program sites beginning January 2024 through March 2024. All 68 school sites will receive access codes to School Yard Rap's Homeschool History supplemental curriculum that is good to utilize, reference, and incorporate in the After School Program from January through June 2024. The After School Program staff will receive training on the usage and implementation of the curriculum.

After all assemblies, students, and families will be invited to a show, Moor Than a Month Tour, at the Selland Arena, planned and led by School Yard Rap. Two thousand "I Am Amazing" books are included in this agreement and will be distributed amongst the After School Program sites.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$309,000 are available through the Expanded Learning Opportunity Program budget.

PREPARED BY: Jeremy Ward

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

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>30313</u>	
Vendor Number	
School Yard Rap	1067 N. Fulton St. Fresno, CA 93728
Vendor Name	Address
323-283-1481	Brandon Brown
Phone Number	Vendor Contact
From: 1/25/2024	Through: 5/10/2024
Term (Duration)	
FUSD Contract Administrator:	
Jeremy Ward / Connie Cha	CCR / Extended Learning
Name	Site/ Dept
	559-248-7560
	Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0790-1981-4000-4300

Annual Cost \$ 309,000.00 (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:

School Yard Rap will partner with Extended Learning Department to provide a 45-minute assembly on Black History, social-emotional health, and mental health at 68 After School Program sites. All 68 school sites will receive access codes (68) to School Yard Rap's Homeschool History supplemental curriculum that is good to utilize, reference, and incorporate in the after school program from January through June 2024, and After School Program staff will receive training on the usage and implementation of the curriculum. At the conclusion of the all 68 assemblies, After School Program students and families will be invited to a show, Moor Than a Month, in Spring 2024 at the Selland Arena, planned and led by School Yard Rap. 2000 "I Am Amazing" books are included in this contract and will be distributed amongst the After School Program sites.

School Yard Rap agrees to charge \$4,544.12 per school site.

The Purpose of this partnership is to provide cultural awareness and cultural proficiency learning for all schools, staff and students in the after school program, and to help improve and increase student and parent engagement in the district.

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: 01/24/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:


Jeremy Ward (Dec 21, 2023 12:16 PST)

Dec 21, 2023

Signed

Date

Reviewed & approved by Cabinet Level Officer



Dec 22, 2023

Signed

Date

Reviewed & approved by Risk Management



Dec 27, 2023

Signed

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-4000-4300

District Contact Person: Jeremy Ward / Connie Cha

Budget Manager Approval: Jeremy Ward (Dec 21, 2023 12:16 PST)

Contractor's Vendor Name: School Yard Rap

Contractor's Contact Person: Brandon Brown

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 323-283-1481

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

Contractor's Address: 1067 N. Fulton St. Fresno, CA 93728

This Independent Contractor Services Agreement is made and entered into effective 1/25/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and School Yard Rap ("Contractor").

1. Contractor Services. Contractor agrees to provide

School Yard Rap will partner with Extended Learning Department to provide a 45-minute assembly on Black History, social-emotional health, and mental health at 68 After School Program sites. All 68 school sites will receive access codes (68) to School Yard Rap's Homeschool History supplemental curriculum that is good to utilize, reference, and incorporate in the after school program from January through June 2024, and After School Program staff will receive training on the usage and implementation of the curriculum. At the conclusion of the all 68 assemblies, After School Program students and families will be invited to a show, Moor Than a Month, in Spring 2024 at the Selland Arena, planned and led by School Yard Rap. 2000 "I Am Amazing" books are included in this contract and will be distributed amongst the After School Program sites.

School Yard Rap agrees to charge \$4,544.12 per school site.

The Purpose of this partnership is to provide cultural awareness and cultural proficiency learning for all schools, staff and students in the after school program, and to help improve and increase student and parent engagement in the district.

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 1/25/2024 , and shall terminate on 5/10/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$4,544.12 per site , not to exceed \$ 309,000.00 . Checks will be made payable to School Yard Rap . 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 BB

- a Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies _____ As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 309,000.00
- f Other _____

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

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

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.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 BB 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 BB 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: School Yard Rap

Name: Brandon Brown

Address:

1067 N. Fulton St.
Fresno, CA 93728

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 Jensen, Chief Financial Officer

Date

CONTRACTOR

School Yard Rap

Brandon Brown
Brandon Brown (Dec 21, 2023 12:10 PST)

Name: Brandon Brown , *Title:* Chief Executive Officer

Dec 21, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 27, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Stephen Linkous

ITEM DESCRIPTION: Included in the Board binders is an agreement with Stephen Linkous to conduct mentoring/coaching session with Latino Principals. Stephen Linkous will provide twelve one-on-one mentoring and coaching sessions, both in-person and virtually, to offer strategic support to Latino principals.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,000 are available in the Leadership Development Budget.

PREPARED BY: Kimberly Villescaz

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>32298</u>	
Vendor Number	
SRLINK-US LLC	7844 W. 118th Terrace, Overland Park, KS 66210
Vendor Name	Address
913-534-4877	Stephen Linkous
Phone Number	Vendor Contact
From: 02/01/2024	Through: 06/30/2024
Term (Duration)	
FUSD Contract Administrator:	
Kimberly Villescaz	Leadership Development 281-8844
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)	060-9075-0702-1110-2140-5899

Annual Cost 50000 (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:

Will work collaboratively with FUSD Leadership and Principals for monthly in-person vissions to conduct classroom walkthroughs, environmental scans, visiting leadership meetings, PLC's and other spaces allowed under District policy to discuss strengths and opportunities of growth. Principals will also receive virtual weekly coaching sessions were progress will be looked at and documented.

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:** 01/24/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

Kimberly Villescaz 01/11/2024
Signed Date

Reviewed & approved by **Cabinet Level Officer**

[Signature] 1/12/2024
Signed Date

Reviewed & approved by **Risk Management**

[Signature] Jan 16, 2024
Signed Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Kimberly Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: SRLINK-US LLC

Contractor's Contact Person: Stephen Linkous

Contractor's Title: Consultant

Contractor's Telephone

Number: 913-534-4877

Contractor's E-mail: srlink.us@icloud.com

Contractor's Address: 7844 W. 118th Terrace, Overland Park, KS 66210

This Independent Contractor Services Agreement is made and entered into effective 02/01/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and SRLINK-US LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Monthly in-person visits with Principals to conduct classroom walkthroughs, environmental scans, visiting leadership meetings, PLC's and other spaces allowed under District policy to discuss strengths and opportunities of growth. Principals will also receive virtual weekly coaching sessions where progress will be looked at and documented.

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 02/01/2024 , and shall terminate on 06/30/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed 50000 . Checks will be made payable to SRLINK-US LLC , Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$50,000
- 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.

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Contractor's initials SL 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.

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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 LZ

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: SRLINK-US LLC

Name: Stephen Linkous

Address:

7844 W. 118th Terrace
Overland Park, KS 66210
Srlink.us@icloud.com

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

SRLINK-US LLC



Stephen Linkous (Jan 11, 2024 19:57 CST)

Name: Stephen Linkous *Title:* Consultant

Jan 11, 2024

Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

Jan 16, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with The Stepping Stones Group LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with The Stepping Stones Group LLC to provide services under the American Disabilities Act (ADA). Qualified individuals will be provided services for a visually impaired teacher under the ADA accommodations. Services include reading documents, assisting with vision tests for students, assisting with Individual Educational Programs, assisting the students in the classroom as needed for the visually impaired.

Stepping Stones will provide staff to the district who will work the schedule of the itinerant teacher and is estimated to have 750 hours at \$40 per hour for a total of \$30,000. Mileage is required to be paid and will not exceed \$5,800 to bring the agreement not to exceed \$35,800.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$35,800 are available in the district's Liability Internal Service Fund.

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31127

Vendor Number

The Stepping Stones Group LLC

Vendor Name

443-244-9990

Phone Number

From: 02/01/2024

Term (Duration)

FUSD Contract Administrator:

Steven Shubin

Name

5000 Birch Street, Suite 3000 W Newport Beach, CA 92660

Address

Jacklyn Thein

Vendor Contact

Through: 06/30/2024

Benefits Department

457-6227

Site/ Dept

Telephone number

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

680-0851-0880-0000-6000-5899

Annual Cost \$35,800

(Estimated Amount)

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

Yes ☒

No ☐

Scope of Work Summary:

Provide qualified individuals to assist a visually impaired teacher under ADA accommodations. Assisting with reading documents, assisting with Vision Tests for students, assisting with IEP's, assisting the students in the classroom as needed for visually impaired teacher.

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:** 01/24/24 Will this contract be submitted with Bundled Contracts?
(Contracts of \$15,000.00 or more)

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

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Jan 2, 2024

Date

Reviewed & approved by **Department Head**

Signed

12/22/2023

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 680-0851-0880-0000-6000-5899

District Contact Person: Steven Shubin/Stacey Sandoval

Budget Manager Approval:  

Contractor's Vendor Name: The Stepping Stones Group LLC

Contractor's Contact Person: Jacklyn Thein

Contractor's Title:

Contractor's Telephone
Number: 443-244-9990

Contractor's E-mail: Janelle.Weir@ssg-healthcare.com

Contractor's Address: 5000 Birch Street, Suite 3000 W Newport Beach, CA 92660

This Independent Contractor Services Agreement is made and entered into effective 02/01/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and The Stepping Stones Group LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Provide qualified individuals to assist a visually impaired teacher under ADA accommodations. Assisting with reading documents, assisting with Vision Tests for students, assisting with IEP's, assisting the students in the classroom as needed for visually impaired teacher.

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 02/01/2024 , and shall terminate 06/30/2024 There shall be no extension of the term of the agreement without express written consent from all parties.

on
4. Payment. District agrees to pay Contractor at following rate of \$40 per hour , Not to exceed \$35,800 . Checks will be made payable to The Stepping Stones Group LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c Travel 0.655 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies _____ As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$35,800
- 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 JT

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 JT 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: The Stepping Stone Group

Name: Jacklyn Thein

Address:

123 N. Wacker Drive
Suite 1150
Chicago, IL 60606

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

The Stepping Stones Group LLC

Jacklyn Thain Client Services Manager

Name: _____ *Title:* _____

12/28/2023

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Jan 2, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Addendum to Agreement with Alboum Translation Services

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Alboum Translation Services. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$100,000 to support interpreting services for Individual Educational Programs districtwide. The original agreement was reviewed and approved by the Board on June 21, 2023. This increase includes multilingual support for interpreting and translation services for the remainder of the 2023/24 school year.

The expected outcome is as follows:

- The continuation of interpreting and translation services for languages of limited diffusion will allow families to participate equitably in their student's educational needs with Fresno Unified support teams districtwide.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available through the Translation and Interpretation Services Department budget.

PREPARED BY: Zuleica Murillo

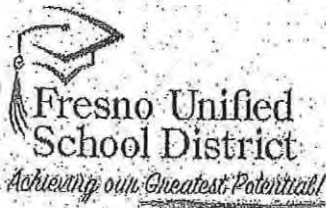
DIVISION: Translation/Interpretation Services
PHONE NUMBER: (559) 457-3988

CABINET APPROVAL: Nikki Henry,
Chief Informational Officer

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


Nikki Henry (Jan 9, 2024 10:26 PST)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31477
Vendor Number
Albourn Translation Services
Vendor Name
571-765-3060
Phone Number
From: 7/3/2023
Term (Duration)
FUSD Contract Administrator:
Zuleica Murillo
Name
1835 N. Kirkwood Pl, Arlington, VA 22201
Address
Sandra Albourn
Vendor Contact
Through: 6/28/2024
Translation and Interpretation 559-457-3733
Site/Dept
Telephone number

Budget (Fund-Unit-Dept-Activity-Function-Object) 030 0695 0864 4760 2490 5110

Annual Cost: ~~60000~~ ^{SA} \$160,000 ^{SS} (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:

Contractor will provide on-demand over-the-phone interpretation, written translation, and on-demand video interpretation to families. Languages for all services include but are not limited to American Sign Language, Arabic, Hmong, Khmer, Laotian, and Spanish.

Please indicate where the work will be performed:

Work to be performed on FUSD property

Virtually (phone, zoom, etc.)

Date Item is to appear on Board of Education Agenda: 06/24/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? Jun Bundle

Reviewed & approved by Cabinet Level Officer:

Nikkil Henry (Apr 26, 2023 12:22 PDT)

Apr 26, 2023

Signed

Date:

Reviewed & approved by Risk Management

Signed

Date

6/7/2023

Reviewed & approved by Department Head

Signed

Date

06/24/2023

Please return signed agreement back to (name/email):

Sandra Albourn sandra@albourn.com



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030 0695 0864 4760 2490 5110

District Contact Person: Zuleica Murillo

Budget Manager Approval: Zuleica Murillo

Contractor's Vendor Name: Alboum Translation Services

Contractor's Contact Person: Sandra Alboum

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 571-765-3060

Contractor's E-mail: Sandra@alboum.com

Contractor's Address: 1835 N. Kirkwood Pl, Arlington, VA 22201

This Independent Contractor Services Agreement is made and entered into effective 7/3/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Alboum Translation Services ("Contractor").

1. Contractor Services. Contractor agrees to provide

WRITTEN TRANSLATION PRICING: Spanish: \$0.16/ word, Hmong: \$0.25/ word (See attached fee schedule for additional language pricing)

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION/ ON-DEMAND VIDEO INTERPRETATION:

Over the Phone Interpretation: \$1.50/ minute (all languages).

Video Interpretation: \$2.00/ minute (spoken languages).

Video ASL Interpretation: \$2.50/minute

2. SCHEDULED OVER-THE-PHONE INTERPRETATION.

Consecutive Interpretation: \$100/hour



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 7/3/2023, and shall terminate on 6/28/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of ~~60000~~ ^{\$160,000} per contract, Not to exceed ~~60000~~ ^{\$160,000}. Checks will be made payable to Alboum Translation Services. 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 SA

- a. Lodging Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a--d): ~~\$160,000~~ ^{\$160,000}
- f. Other

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

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

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

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

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

Contractor's initials SA

District's initials JMS

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 clear 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 SA

District's initials JM 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 a 1 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:

Name:

Address:

Albourn & Associates LLC
1835 N. Kirkwood Pl.
Arlington VA 22201

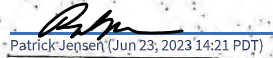
c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

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 (Jun 23, 2023 14:21 PDT)

Patrick Jensen, Interim Chief Financial Officer

Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

6/7/2023

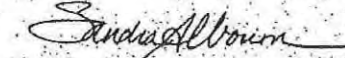
Date



Jan 11, 2024

CONTRACTOR

Albourn Translation Services

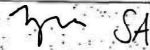


Name: Sandra Albourn, Title: Chief Executive Officer

06/24/23

01/09/2024

Date

 SA

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Addendum to the Agreement with Bertz-Rosa

ITEM DESCRIPTION: Included in the Board binders are three agreements with Bertz-Rosa and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the “Communication is Key” project. The Board approved the original agreement on September 13, 2023, which will now be divided into three separate agreements. The total dollar amount will stay the same.

Fresno-Madera K-16 Collaborative is the program lead on behalf of the Central San Joaquin Valley K-16 Partnership - A Collaboration of the Fresno-Madera K-16 Collaborative and the Tulare-Kings College and Career Collaborative, created to strengthen our region’s education and socioeconomic equity, leadership, and support of students. Fresno Unified applied on May 31, 2023, and was awarded a K-16 mini-grant for the timeline of July 01, 2023, through June 30, 2025. The project includes hiring a local innovative design firm to create 30-second and one- and two-minute videos that can be utilized across numerous social media platforms and marketing opportunities that highlight the district’s Career Technical Education (CTE) pathways, programs, and partnerships.

Bertz-Rosa will create 22 two-minute and 40 one-minute marketing videos highlighting CTE students and staff, designed to help students connect classroom curriculum and real-world learning and foster a better understanding of the benefits and opportunities in CTE pathways and programs.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the K-16 Mini Grant Budget.

PREPARED BY: Jeremy Ward

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

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Incorporated

Vendor Name

559-2889-1946

Phone Number

From: 2/1/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

Name

700 Van Ness Avenue, Suite 213, Fresno, CA 93721

Address

Suzanne Bertz-Rosa

Vendor Contact

Through: 6/30/2024

College & Career Readiness

248-7466

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-5899

Annual Cost \$ 80,000.00

(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:

Bertz-Rosa Inc will meet with Career Technical Education coordinators and department staff for production schedules, including proof of concept, content, online sign-ups for site content filming / videography, and begin filming with the goal to film work students do as part of the program and not to highlight single events that might not occur in the future.

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: 01/24/24 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

ABR
Signed

12/18/2023

Date

Reviewed & approved by Risk Management

[Signature]
Signed

Jan 11, 2024

Date

Reviewed & approved by Department Head

[Signature]
Signed

12/13/23

Date

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



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

January 24, 2024

RE: Ratify Agreement with Bertz Rosa Incorporated

SUMMARY: Approval is requested for the amended service contract agreement for \$80,000 for Bertz Rosa Incorporated.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District College and Career Readiness and Bertz Rosa Incorporated dated September 14, 2023 through June 30, 2024 for a total contracted amount of \$80,000* previously executed and approved by Fresno Unified Board of Education on September 13, 2023.

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

Annual Cost – Net zero cost differential from the previously executed agreement of \$275,000. *The previous agreement is being divided into three agreements for the three distinct areas of production.*

Item # 4 Payment – Update Not to Exceed amount to \$80,000 effective February 1, 2024.

Item # 5. Total Estimated Cost – Update amount to \$80,000 effective February 1, 2024

FINANCIAL SUMMARY: The Independent Contract Agreement will not increase from the original \$275,000 total. Sufficient funds in the amount of \$80,000 are available through the K-16 Mini Grant budget.



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

SUPERINTENDENT
Robert G. Nelson, Ed.D.


Reviewed & Approved by **Cabinet Level Officer** 12/18/2023
Date


Reviewed & Approved by **Executive Director, Risk Management** Jan 11, 2024
Date

Reviewed & Approved by **Chief Financial Officer** **Date**


Reviewed & Approved by **Contractor** **Date**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 13, 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 Bertz-Rosa

ITEM DESCRIPTION: Included in the Board binders is an agreement with Bertz-Rosa Incorporated and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the "Communication is Key" project.

Fresno-Madera K-16 Collaborative is the program lead on behalf of the Central San Joaquin Valley K-16 Partnership - A Collaboration of the Fresno-Madera K-16 Collaborative and the Tulare-Kings College & Career Collaborative. This was created to strengthen our region's education and socioeconomic equity, leadership, and support of students. Fresno Unified submitted an application on May 31, 2023, and was awarded a K-16 mini-grant for the timeline of July 01, 2023, through June 30, 2025. The project includes hiring a local innovative design firm to create 30-second and one- and two-minute videos that can be utilized across numerous social media platforms and marketing opportunities that highlight the district's Career Technical Education (CTE) pathways, programs, and partnerships.

Bertz-Rosa will create 22 two-minute and 40 one-minute marketing videos highlighting CTE students and staff and will be designed to help students connect classroom curriculum and real-world learning and foster a better understanding of the benefits and opportunities in CTE pathways and programs.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the K-16 Mini Grant Budget.

PREPARED BY: Jeremy Ward

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

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

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



FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Inc.

700 Van Ness Ave. Ste 213, Fresno, CA 93721

Vendor Name
(559) 288-1946

Address

Suzanne Bertz-Rosa

Phone Number

Vendor Contact

From: 9/14/2023

Through: 6/30/2025

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward

College and Career Readiness 559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-1000-5899

Annual Cost \$ 275,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Video marketing materials for CTE pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

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: 09/13/23 Will this contract be submitted with Bundled Contracts?
(Contracts of \$15,000.00 or more)

No Reviewed & approved by Cabinet Level Officer:

NBR
Signed

8/11/2023

Date

Reviewed & approved by Risk Management

[Signature]
Signed

8/12/2023

Date

Reviewed & approved by Department Head

[Signature]
Signed

8/13/23

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-9073-0710-3800-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Bertz-Rosa Inc.

Contractor's Contact Person: Suzanne Bertz-Rosa

Contractor's Title: President

Contractor's Telephone

Number: (559) 288-1946

Contractor's E-mail: suzanne@bertz-rosa.com

Contractor's Address: 700 Van Ness Ave. Ste 213, Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 9/14/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Bertz-Rosa Inc. ("Contractor").

I. Contractor Services. Contractor agrees to provide

Video marketing materials for CTE pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

Audiences: parents, middle school students, and community members

Use developed print materials for CTE as a guide to create branded pathways videos for marketing. Write, shoot, edit, and produce a up to 22 two-minute (240 spoken words or less) and 40 one-minute (140 spoken words or less) edited movies with simple motion graphics and custom footage shot on-site. Deliverables digital format optimized for social media, web, and email. All video will be shot in Fresno-Clovis area and all videos and b-roll will be provided to Fresno Unified on an external hard drive.

The marketing videos will highlight CTE students and staff with the goal on making connections between classroom curriculum and real-world learning and foster a better understanding of the benefits of and opportunities in CTE pathways and programs.

Fresno Unified is required to approve each video before final renders are completed. By approving FUSD accepts responsibility of the accuracy and content of each of the videos. FUSD's approval constitutes the completion of an individual video.

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 09/14/23, and shall terminate on 5/31/2025. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 275,000.00. Checks will be made payable to Bertz-Rosa Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5, District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 275,000.00
- f. Other _____

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

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

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

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

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

Contractor's initials SBR 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 SBR 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: Bertz-Rosa Inc.

Name: Suzanne Bertz-Rosa

Address:

700 Van Ness Ave. Ste 213
Fresno, CA 93721

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

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

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

DISTRICT

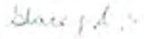
Fresno Unified School District
Patrick Jensen, Chief Financial Officer


Patrick Jensen (Sep 15, 2023 12:27 PM)

Sep 15, 2023

Date

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

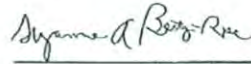


8/12/2023

Date

CONTRACTOR

Bertz-Rosa Inc.



Name: Suzanne Bertz-Rosa , Title: President

August 1, 2023

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Incorporated

700 Van Ness Avenue, Suite 213, Fresno, CA 93721

Vendor Name

559-2889-1946

Address

Suzanne Bertz-Rosa

Phone Number

Vendor Contact

From: 7/1/2024

Through: 6/30/2025

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College & Career Readiness

248-7466

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-5899

Annual Cost \$ 90,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Bertz-Rosa Inc will produce the final content videos for each Career Technical Education program and share ancillary and b-roll footage with the Fresno-Madera K-16 Collaborative as outlined in the grant agreement.

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: 01/24/24 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

ABR
Signed

12/18/2023

Date

Reviewed & approved by Risk Management

Joseph
Signed

Jan 11, 2024

Date

Reviewed & approved by Department Head

Joe
Signed

12/13/23

Date

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



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

January 24, 2024

RE: Ratify Agreement with Bertz Rosa Incorporated

SUMMARY: Approval is requested for the amended service contract agreement for \$90,000 for Bertz Rosa Incorporated.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District College and Career Readiness and Bertz Rosa Incorporated dated July 1, 2024 through June 30, 2025 for a total contracted amount of \$90,000* previously executed and approved by Fresno Unified Board of Education on September 13, 2023.

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

Annual Cost – Net zero cost differential from the previously executed agreement of \$275,000. *The previous agreement is being divided into three agreements for the three distinct areas of production.*

Item # 4 Payment – Update Not to Exceed amount to \$90,000 effective July 1, 2024.

Item # 5. Total Estimated Cost – Update amount to \$90,000 effective July 1, 2024

FINANCIAL SUMMARY: The Independent Contract Agreement will not increase from the original \$275,000 total. Sufficient funds in the amount of \$90,000 are available through the K-16 Mini Grant budget.



BOARD OF EDUCATION

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Susan Wittrup, Clerk
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Elizabeth Jonasson Rosas
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

12/18/2023

Reviewed & Approved by **Cabinet Level Officer**

Date

Jan 11, 2024

Reviewed & Approved by **Executive Director, Risk Management**

Date

Reviewed & Approved by **Chief Financial Officer**

Date

Reviewed & Approved by **Contractor**

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 13, 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 Bertz-Rosa

ITEM DESCRIPTION: Included in the Board binders is an agreement with Bertz-Rosa Incorporated and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the "Communication is Key" project.

Fresno-Madera K-16 Collaborative is the program lead on behalf of the Central San Joaquin Valley K-16 Partnership - A Collaboration of the Fresno-Madera K-16 Collaborative and the Tulare-Kings College & Career Collaborative. This was created to strengthen our region's education and socioeconomic equity, leadership, and support of students. Fresno Unified submitted an application on May 31, 2023, and was awarded a K-16 mini-grant for the timeline of July 01, 2023, through June 30, 2025. The project includes hiring a local innovative design firm to create 30-second and one- and two-minute videos that can be utilized across numerous social media platforms and marketing opportunities that highlight the district's Career Technical Education (CTE) pathways, programs, and partnerships.

Bertz-Rosa will create 22 two-minute and 40 one-minute marketing videos highlighting CTE students and staff and will be designed to help students connect classroom curriculum and real-world learning and foster a better understanding of the benefits and opportunities in CTE pathways and programs.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the K-16 Mini Grant Budget.

PREPARED BY: Jeremy Ward

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

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

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



FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Inc.

700 Van Ness Ave. Ste 213, Fresno, CA 93721

Vendor Name

Address

(559) 288-1946

Suzanne Bertz-Rosa

Phone Number

Vendor Contact

From: 9/14/2023

Through: 6/30/2025

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness 559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-1000-5899

Annual Cost \$ 275,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Video marketing materials for CTE pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

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: 09/13/23 Will this contract be submitted with Bundled Contracts?
(Contracts of \$15,000.00 or more)

No

Reviewed & approved by Cabinet Level Officer:

Signed

8/11/2023

Date

Reviewed & approved by Risk Management

Signed

8/12/2023

Date

Reviewed & approved by Department Head

Signed

8/13/23

Date

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

Revised 2/23/23



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-9073-0710-3800-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Bertz-Rosa Inc.

Contractor's Contact Person: Suzanne Bertz-Rosa

Contractor's Title: President

Contractor's Telephone

Number: (559) 288-1946

Contractor's E-mail: suzanne@bertz-rosa.com

Contractor's Address: 700 Van Ness Ave. Ste 213, Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 9/14/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Bertz-Rosa Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Video marketing materials for CTE pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

Audiences: parents, middle school students, and community members

Use developed print materials for CTE as a guide to create branded pathways videos for marketing. Write, shoot, edit, and produce a up to 22 two-minute (240 spoken words or less) and 40 one-minute (140 spoken words or less) edited movies with simple motion graphics and custom footage shot on-site. Deliverables digital format optimized for social media, web, and email. All video will be shot in Fresno-Clovis area and all videos and b-roll will be provided to Fresno Unified on an external hard drive.

The marketing videos will highlight CTE students and staff with the goal on making connections between classroom curriculum and real-world learning and foster a better understanding of the benefits of and opportunities in CTE pathways and programs.

Fresno Unified is required to approve each video before final renders are completed. By approving FUSD accepts responsibility of the accuracy and content of each of the videos. FUSD's approval constitutes the completion of an individual video.

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 09/14/23, and shall terminate on 5/31/2025. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 275,000.00. Checks will be made payable to Bertz-Rosa Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 275,000.00
- f. Other _____

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

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

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

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

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

Contractor's initials SBR 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 SBR District's initials SS

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

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

District:

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

Contractor: Bertz-Rosa Inc.

Name: Suzanne Bertz-Rosa

Address:

700 Van Ness Ave. Ste 213
Presno, CA 93721

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

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

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

DISTRICT

Fresno Unified School District
Patrick Jensen, Chief Financial Officer

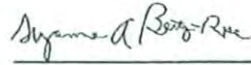

Fresno Unified School District (Sep 15, 2023 12:27 PM)

Sep 15, 2023

Date

CONTRACTOR

Bertz-Rosa Inc.

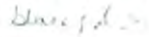


Name: Suzanne Bertz-Rosa, Title: President

August 1, 2023

Date

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



8/12/2023

Date



Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Incorporated

700 Van Ness Avenue, Suite 213, Fresno, CA 93721

Vendor Name

Address

559-2889-1946

Suzanne Bertz-Rosa

Phone Number

Vendor Contact

From: 9/14/2023

Through: 1/31/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College & Career Readiness

248-7466

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-5899

Annual Cost \$ 105,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Bertz-Rosa Inc will meet with Career Technical Education Coordinators and department staff for pre-production outlines to determine site specific marketing plans including a shooting schedule for capturing footage. Storytelling styles will be examined and determined to meet the needs of the regional initiatives and goals; styles can include scripted, animated typography, graphic overlays, fast paced editing, use of drones, use of video and photo, and visual recap with no vocal track. Goals will include highlighting the high-quality CTE programs being offered to students in Fresno Unified, showcasing the diversity of Fresno Unified and its CTE students, creating content that will remain contemporary for years to come; developing a library of content that will appeal to students, parents/guardians and the community, and deploying content that can be used for recruiting students into specific programs, marketing programs to the general public, web-email and social media content and commercials.

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: 01/24/24 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

[Signature]
Signed

12/18/2023

Date

Reviewed & approved by Risk Management

[Signature]
Signed

Jan 11, 2024

Date

Reviewed & approved by Department Head

[Signature]
Signed

1/2/24
Date

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



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

January 24, 2024

RE: Ratify Agreement with Bertz Rosa Incorporated

SUMMARY: Approval is requested for the amended service contract agreement for \$105,000 for Bertz Rosa Incorporated.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District College and Career Readiness and Bertz Rosa Incorporated dated September 14, 2023 through June 30, 2024 for a total contracted amount of \$105,000* previously executed and approved by Fresno Unified Board of Education on September 13, 2023.

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

Annual Cost – Net zero cost differential from the previously executed agreement of \$275,000. *The previous agreement is being divided into three agreements for the three distinct areas of production.*

Item # 4 Payment – Update Not to Exceed amount to \$105,000 effective September 14, 2023.

Item # 5. Total Estimated Cost – Update amount to \$105,000 effective September 14, 2023.

FINANCIAL SUMMARY: The Independent Contract Agreement will not increase from the original \$275,000 total. Sufficient funds in the amount of \$105,000 are available through the K-16 Mini Grant budget.



BOARD OF EDUCATION

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Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

12/18/2023

Reviewed & Approved by **Cabinet Level Officer**

Date

Jan 11, 2024

Reviewed & Approved by **Executive Director, Risk Management**

Date

Reviewed & Approved by **Chief Financial Officer**

Date

Reviewed & Approved by **Contractor**

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 13, 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 Bertz-Rosa

ITEM DESCRIPTION: Included in the Board binders is an agreement with Bertz-Rosa Incorporated and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the "Communication is Key" project.

Fresno-Madera K-16 Collaborative is the program lead on behalf of the Central San Joaquin Valley K-16 Partnership - A Collaboration of the Fresno-Madera K-16 Collaborative and the Tulare-Kings College & Career Collaborative. This was created to strengthen our region's education and socioeconomic equity, leadership, and support of students. Fresno Unified submitted an application on May 31, 2023, and was awarded a K-16 mini-grant for the timeline of July 01, 2023, through June 30, 2025. The project includes hiring a local innovative design firm to create 30-second and one- and two-minute videos that can be utilized across numerous social media platforms and marketing opportunities that highlight the district's Career Technical Education (CTE) pathways, programs, and partnerships.

Bertz-Rosa will create 22 two-minute and 40 one-minute marketing videos highlighting CTE students and staff and will be designed to help students connect classroom curriculum and real-world learning and foster a better understanding of the benefits and opportunities in CTE pathways and programs.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the K-16 Mini Grant Budget.

PREPARED BY: Jeremy Ward

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

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

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



FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

10067

Vendor Number

Bertz-Rosa Inc.

700 Van Ness Ave. Ste 213, Fresno, CA 93721

Vendor Name
(559) 288-1946

Address

Suzanne Bertz-Rosa

Phone Number

Vendor Contact

From: 9/14/2023

Through: 6/30/2025

Term (Duration)

FUSD Contract Administrator:
Jeremy Ward

College and Career Readiness 559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-9073-0710-3800-1000-5899

Annual Cost \$ 275,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Video marketing materials for CTE pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

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: 09/13/23 Will this contract be submitted with Bundled Contracts?
(Contracts of \$15,000.00 or more)

No

Reviewed & approved by Cabinet Level Officer:

M. B. Rosa
Signed

8/11/2023
Date

Reviewed & approved by Risk Management

[Signature]
Signed

8/12/2023
Date

Reviewed & approved by Department Head

[Signature]
Signed

8/13/23
Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-9073-0710-3800-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Bertz-Rosa Inc.

Contractor's Contact Person: Suzanne Bertz-Rosa

Contractor's Title: President

Contractor's Telephone

Number: (559) 288-1946

Contractor's E-mail: suzanne@bertz-rosa.com

Contractor's Address: 700 Van Ness Ave. Ste 213, Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 9/14/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Bertz-Rosa Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Video marketing materials for CTB pathways and programs within Fresno Unified. Funds awarded for the project are from the Fresno-Madera K-16 Collaborative Mini-Grant; grant timeline runs from July 1, 2023 through June 30, 2025.

Audiences: parents, middle school students, and community members

Use developed print materials for CTB as a guide to create branded pathways videos for marketing. Write, shoot, edit, and produce a up to 22 two-minute (240 spoken words or less) and 40 one-minute (140 spoken words or less) edited movies with simple motion graphics and custom footage shot on-site. Deliverables digital format optimized for social media, web, and email. All video will be shot in Fresno-Clovis area and all videos and b-roll will be provided to Fresno Unified on an external hard drive.

The marketing videos will highlight CTB students and staff with the goal on making connections between classroom curriculum and real-world learning and foster a better understanding of the benefits of and opportunities in CTB pathways and programs.

Fresno Unified is required to approve each video before final renders are completed. By approving FUSD accepts responsibility of the accuracy and content of each of the videos. FUSD's approval constitutes the completion of an individual video.

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 09/14/23, and shall terminate on 5/31/2025. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 275,000.00. Checks will be made payable to Bertz-Rosa Inc. _____, Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5, District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

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

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

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

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

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 275,000.00

f. Other _____

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

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

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppopas.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 SBR

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.
- 1a. 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.
- a. 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.
- a. 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 SBR District's initials SS

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

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

District:

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

Contractor: Bertiz-Rosa Inc.

Name: Suzanne Bertiz-Rosa

Address:

700 Van Ness Ave. Ste 213
Fresno, CA 93721

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

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

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

DISTRICT

Fresno Unified School District
Patrick Jensen, Chief Financial Officer

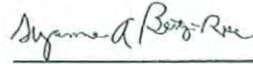

Fresno Unified School District (Sep 15, 2023) 12.31 FDU

Sep 15, 2023

Date

CONTRACTOR

Bertz-Rosa Inc.

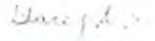


Name: Suzanne Bertz-Rosa , Title: President

August 1, 2023

Date

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



8/12/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Addendum to Agreement with Propio LS, LLC

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Propio LS, LLC. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$25,000 to support Family Connect on demand interpreting services districtwide. The original agreement was reviewed and approved by the Board on June 21, 2023. This increase includes multilingual support for interpreting services for the remainder of the 2023/24 school year.

The expected outcome is as follows:

- The continuation of on demand interpreting services for languages of limited diffusion will allow families to participate equitably in their student's educational needs in over 100 languages with Fresno Unified support teams districtwide.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$25,000 are available through the Translation and Interpretation Services Department budget.

PREPARED BY: Zuleica Murillo

DIVISION: Translation/Interpretation Services

PHONE NUMBER: (559) 457-3988

CABINET APPROVAL: Nikki Henry,
Chief Informational Officer

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


Nikki Henry (Jan 9, 2024 10:26 PST)





**Fresno Unified
School District**
Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31530</u>	
<u>Vendor Number</u>	
<u>Propio LS, LLC</u>	<u>10801 Mastin Street, Suite 580 Overland Park, KS 66210-1214</u>
<u>Vendor Name</u>	<u>Address</u>
<u>913-815-4096</u>	<u>Chris Pesce</u>
<u>Phone Number</u>	<u>Vendor Contact</u>
<u>From: 7/3/2023</u>	<u>Through: 6/28/2024</u>
<u>Term (Duration)</u>	
<u>FUSD Contract Administrator:</u>	<u>Translation and Interpretation 559-457-3988</u>
<u>Zuleica Murillo</u>	
<u>Name</u>	<u>Site/Dept Telephone number</u>
<u>Budget (Fund-Unit-Dept.-Activity-Function-Object)</u>	<u>030-0695 0864 4760 2490 5110</u>

Annual Cost ~~\$20,000~~ ^{SS} **\$45,000** ^{CJP} (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:

Contractor will provide on-demand over-the-phone interpretation, written translation, and on-demand video interpretation to families. Languages for all services include but are not limited to American Sign language, Arabic, Hmong, Khmer, Laotian, and Spanish.

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: 06/21/23 ^{01/24/24} Will contract be submitted with Bundled Contracts? Jun Bundle
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

MUN
Signed _____ Date _____
Nikhil Hens (Apr 27, 2023 11:24 PDT)

Reviewed & approved by Risk Management

Harey
Signed _____ Date 7/19/2023

Reviewed & approved by Department Head

Zuleica Murillo
Signed _____ Date _____

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030 0695 0864 4760 2490 5110

District Contact Person: Zuleica Murillo

Budget Manager Approval: Zuleica Murillo

Contractor's Vendor Name: Propio LS, LLC

Contractor's Contact Person: Chris Pesce

Contractor's Title: Chief Financial Officer

Contractor's Telephone

Number: 913-815-4096

Contractor's E-mail: cpesce@propio.com

Contractor's Address: 10801 Mastin Street, Suite 580 Overland Park, KS 66210-1214

This Independent Contractor Services Agreement is made and entered into effective 7/3/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Propio LS, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

WRITTEN TRANSLATION PRICING: Spanish: \$0.12/Word, Non-Spanish: \$0.21/word

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

a. Propio provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.

b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Propio connects participants with a first in queue process.

c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

a. Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.

b. Service requests should be placed a minimum of 24 hours in advance.

c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

a. On-demand video interpretation is performed on the Propio One platform.

b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.

c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

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 7/3/2023, and shall terminate on 6/28/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of ~~\$20,000~~ ^{\$45,000} per contract, Not to exceed \$20,000. Checks will be made payable to Propio LS, LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): ~~\$0~~ ~~\$20,000~~ ^{\$45,000}
- f. Other \$0

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

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

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

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

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

Contractor's initials: CJP District's initials: JM 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.

- a. 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.

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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.

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Contractor's initials CJP District's initials JM SS

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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: Propio LS, LLC

Name: Chris Pesce

Address:

10801 Mastin St.
Overland Park


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 (Jul 24, 2023 07:53 PDT)


Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR


Propio LS, LLC

 01/09/24
Christopher Pesce (Apr 27, 2023 13:39 CDT)

Name: Chris Pesce , Title: Chief Financial Officer


Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

7/19/2023

Date

 Jan 18, 2024



PROPIO LANGUAGE SERVICES AGREEMENT

Propio LS, LLC, ("Propio") and FRESNO UNIFIED SCHOOL DISTRICT ("Client"), agree that the terms and conditions shown below will apply to services provided by Propio.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three years. Upon the expiration of the initial one-year period, this Agreement may be automatically renewed for one-year periods, ~~unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the current contract.~~ Upon receipt of a timely cancellation notice by either party, this agreement will terminate sixty (60) days from the date of notice.
2. **FEES.** During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in Attachment B, Rate Sheet, incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, documents 508 Compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, CART, tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request.
3. **PAYMENT TERMS.** Client agrees to pay all properly invoiced charges for interpreting, translation, or other Language Services within 30 days of the invoice date. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Propio for services that have been rendered. Invoices will be sent to the Client billing address shown in Attachment A, or to such other address as Client may specify by giving written notice to Propio. Client agrees to report any invoice disputes within 30 days of the invoiced date. Propio shall not be considered liable for any dispute reported after 30 days from invoiced date.
4. **USE OF SERVICE.** Client represents that Client will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation. Client will indemnify, defend and hold Propio, its affiliates, and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.

Client agrees that all translation orders approved by its staff are considered billable. Client shall be solely and fully responsible for charges resulting from approved translation orders either approved in Propio's online platforms or by email, whether or not such use is authorized. The Client agrees not to disclose translation platform access to other parties unless prior written approval from Propio is received.
5. **UNAUTHORIZED USE OF SERVICE.** Client agrees that all interpreting calls directed from its staff to Propio are authorized to receive billable interpreting services. Client shall be solely and fully responsible for charges resulting from interpreting calls directed to Propio from its staff, whether or not such use is authorized. The Client agrees not to disclose the phone number to other parties unless prior written approval from Propio is received.
6. **REIMBURSEMENT.** Client may on occasion request Propio staff to travel. Client and Propio must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.
7. **LIMITED WARRANTIES.**
 - A. Propio will perform Interpreter, Translator, or Language Services in a professional manner. Except as otherwise set forth above, Propio makes no representation, warranty, or guarantee, express or implied, about Interpreter, Translator, or Language Services. Propio does not warrant the availability of interpreters or translators at all times, and Propio specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client recognizes that over-the-phone consecutive interpretations may not be entirely accurate in all cases. Propio may monitor or record calls for quality assurance.
8. **LIMITATION OF LIABILITY.**
 - A. For purposes of the exclusive remedy and limitations of liability set forth in this section, "Propio" shall be deemed to include Propio, its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers, interpreters, and translators (whether employees or independent contractors), and "damages" will refer collectively to all injury, damage, loss or expense incurred.
 - B. Except for obligations under section 3 (Payment Terms), and to the extent not prohibited by applicable law:
 - a. Each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of
 - i. The amount paid by Client within the previous 12 months for the interpreter, translator, or language services or \$10,000



- b. Neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement falls of its essential purpose.

9. **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. ~~This provision does not relieve either party of its obligation to make payments then owing.~~ ^{SS}

10. **CONFIDENTIALITY.** Proplo will not disclose any information derived from Client's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Proplo. If Proplo, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Proplo, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.

11. **NON-SOLICITATION.** Client agrees that for one year after termination, whether voluntary or involuntary, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Proplo or any of its subsidiaries or affiliates or other interfere with the employment relationship between Proplo and its employees, b) Client also agrees not to solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Proplo's, with whom the Client has access to during the course of this Agreement, to terminate or alter their relationship with Proplo.

12. **RECORDING POLICY.** As an electronic communications service provider, Proplo LS, LLC, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Proplo personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.

Proplo is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, as such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Proplo does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.

13. **NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.

14. **ASSIGNMENT.** Client may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Proplo.

15. **TERMINATION.**

- A. If (i) Client fails to pay any charge when due and the failure continues for seven (7) days after receipt by Client of written notice of the failure from Proplo or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Proplo, then in either case Client shall be in default and Proplo may terminate this Agreement and exercise any available rights or remedies.
- B. If Proplo fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Client, Proplo shall be in default, and Client may terminate this Agreement and exercise any available rights or remedies.
- C. If a minimum usage requirement is noted in Attachment B of this Agreement, Proplo shall have the right to terminate this Agreement if Client has not met the minimum usage required and Client has not used any of the services provided for under this Agreement for a period of six consecutive months. Proplo shall give Client written notice of termination.
- D. In the event of any termination of this Agreement, Client shall pay Proplo the minimum usage penalty as set out in Attachment B of this Agreement for all remaining unused minutes under the required minimum as well as any other charges due Proplo under Attachment B.

16. **ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement, is held to be invalid, void, or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

17. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement by which their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
18. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Proplo to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Proplo, its affiliates, or their respective successors.
19. **CHOICE OF LAW.** ^{California} ~~Kansas~~ law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.
20. **DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the client organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.
21. **INCORPORATION OF ATTACHMENT.** Attachment A (Client Contact & Profile Information) and Attachment B (Rate Sheet) are incorporated herein.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on Attachments A & B.

FRESNO UNIFIED SCHOOL DISTRICT

Accepted by:

Zuleica Murillo
Signature

Signature

Proplo LS, LLC

Accepted by:

Marco Assis

Signature _____

Zuleica Murillo, Executive Director

CEO/Marco Assis

Type or Print Name and Title

04/14/2022

04 / 14 / 2022

Date _____

Date _____

Approved As To Form

Blair H. S.

Stacey Sandoval, Executive Director
Risk Management

7/19/2023

Stacy A. S.

Jan 18, 2024

DISTRICT

Fresno Unified School District

[Signature]
FBIHQ 100-10121, 20230725 1P07

Patrick Jensen, Interim Chief Financial Officer

Date _____



Attachment A

CLIENT CONTACT & PROFILE INFORMATION

Complete this and send a copy of it and the signed Interpreter Services Agreement to:

Propio LS, LLC, Or fax to: 866-231-8176
C/O Michael Sellaro
10801 Mastin Street, Suite 580
Overland Park, KS, 66210-1214 Or email all pages to: MSellaro@Propio-ls.com

Organization Name: Fresno Unified School District

Billing Contact Person: Responsible for billing correspondence including monthly invoices, billing & payment inquiries

Name: Zuleica Murillo Title: Executive Director
Phone: (559) 457- 3733 Fax: _____
Billing email 1: zuleica.murillo@fresnounified.org
Billing email 2: _____
Street address: 2309 Tulare Street
City, State, Zip: Fresno, CA 93721

Communication Contact Person: Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name: Zuleica Murillo Title: Executive Director
Phone: (559) 457- 3733 Fax: _____
Email: zuleica.murillo@fresnounified.org

Indicate the Interpreter skill set to match client service/industry.

Select one:

☐ Medical ☐ Legal ☐ General

Billing Intake to be obtained for each service and provided on invoice for client's internal auditing purpose. Please note Intake reporting is based on end-user response and is not guaranteed.

Examples of Intake are as follows:

- Caller's first & last name
- Caller's location
- Patient's last name only

Please indicate up to three Intake questions your staff will be able to provide a response to:

- 1 Type text here
- 2 _____
- 3 _____



Attachment B
RATE SHEET

Interpreting Services: Refer to FUSD RFI for agreed fee schedule

JM

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$0.49	Per minute
Non-Spanish*	\$0.79	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	\$0.10	Per minute (In addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$0.99	Per minute
Non-Spanish*	\$0.99	Per minute
American Sign Language (ASL)	\$1.75	Per minute
Equipment Minimum Usage Requirements		
Minimum Usage Requirements		Minutes per year
Minimum Usage Penalty	N/A	Per Unused Minute
Onsite Consecutive Interpretation		
Spanish	N/A	Per hour
Core & Common Spoken Languages	N/A	Per hour
American Sign Language	N/A	Per hour
Premium Fee	N/A	Per hour

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- Proplo provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
- Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Proplo connects participants with a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time—whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- Service requests should be placed a minimum of 24 hours in advance.
- Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

- On-demand video interpretation is performed on the Proplo One platform.
- Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Proplo connects participants on a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. EQUIPMENT.

- If a minimum usage requirement is noted in Attachment B of this Agreement, contemporaneously with this Agreement Proplo is transferring to Client certain equipment ("Equipment") for use in utilizing the services provided under this Agreement. Proplo hereby transfers the Equipment to Client free and clear of all liens, but subject to certain software licenses granted to users of the Equipment by the owners of such software. Client shall honor all software license regulations and restrictions. Proplo makes no warranties of any kind whatsoever regarding the condition, use, or fitness for a particular purpose of the Equipment, and all warranties of any kind relating to the Equipment are hereby expressly disclaimed.
- If the minimum usage requirements are not met each year of this Agreement, Client shall pay Proplo the minimum usage penalty as outlined under the Minimum Usage Requirements and Minimum Usage Penalty for all remaining unused minutes under the required minimum.



- c. Proplo also reserves the right to terminate this Agreement if Client has not met the minimum usage requirements during any contract year or Client has not used any of the services provided for under this Agreement for a period of six consecutive months. Proplo shall give Client written notice of termination.
- d. In the event of any termination of this Agreement, Client shall pay Proplo the minimum usage penalty as outlined under the Minimum Usage Requirements and Minimum Usage Penalty for all remaining unused minutes under the required minimum as well as any other charges due Proplo under section 2.

5. ONSITE/IN-PERSON CONSECUTIVE SERVICES

- a. Onsite/In-Person services are billed on a monthly basis. Billing for spoken language services are based on the designated minimum (2 hours) or time worked, whichever is greater. The designated minimum for American Sign Language is the requested duration, established minimums (2 hours) or time worked, whichever is greater. Services performed in excess of the defined minimum will be billed in 15-minute increments thereafter.
- b. Scheduled business hours are 8:00 a.m. – 5:00 a.m. CST, Monday through Friday. Premiums are charged, in addition to the standard rate, for request that are outside scheduled business hours, on federal holidays or for spoken language requests placed less than 24 hours in advance and ASL requests not placed 48 hours in advance of the requested start time.
- c. Services not cancelled with 24 hours' minimum cancellation notice will result in the designed minimum being charged.
- d. Mileage is billed at the current IRS rate and parking is reimbursed at cost, if applicable. All other expense requires prior client approval.
- e. Core Spoken Languages: Arabic, Cantonese, French, Haitian Creole, Japanese, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, and Vietnamese.
- f. Common Spoken Languages: Bengali, Burmese, Dari, Farsi, Gujarati, Hebrew, Hindi, Italian, Kinyarwanda, Nepali, Punjabi, Ukrainian, Urdu, Somali, Swahili, and Turkish. Language of limited diffusion or rare/endangered languages can be quoted upon request.

6. VIRTUAL SERVICES.

Clients may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions, should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.

Written Document Translation Services: Refer to FUSD RFI for agreed fee schedule

JM

Written Document Translation			
English (United States)	Spanish	\$0.14	Per word
English (United States)	Arabic	\$0.15	Per word
English (United States)	German	\$0.25	Per word
English (United States)	Spanish (Mexico)	\$0.14	Per word
English (United States)	Spanish (United States)	\$0.14	Per word
English (United States)	Spanish (Puerto Rico)	\$0.14	Per word
English (United States)	Persian (Iran)	\$0.19	Per word
English (United States)	French (Canada)	\$0.26	Per word
English (United States)	French (France)	\$0.25	Per word
English (United States)	Hindi	\$0.15	Per word
English (United States)	Hmong	\$0.22	Per word
English (United States)	Haitian (Creole)	\$0.27	Per word
English (United States)	Italian	\$0.20	Per word
English (United States)	Japanese	\$0.26	Per word
English (United States)	Karen	\$0.27	Per word
English (United States)	Korean	\$0.19	Per word
English (United States)	Nepali	\$0.21	Per word
English (United States)	Polish	\$0.18	Per word
English (United States)	Portuguese (Brazil)	\$0.15	Per word
English (United States)	Portuguese (Portugal)	\$0.17	Per word
English (United States)	Russian	\$0.16	Per word
English (United States)	Somali	\$0.22	Per word



English (United States)	Swahili	\$0.21	Per word
English (United States)	Tagalog	\$0.24	Per word
English (United States)	Ukrainian	\$0.17	Per word
English (United States)	Vietnamese	\$0.15	Per word
English (United States)	Chinese (Simplified, PRC)	\$0.16	Per word
English (United States)	Chinese (Traditional, Taiwan)	\$0.18	Per word
Minimum Project Fee		\$75.00	Per language per project
Desktop Publishing/Formatting		\$55.00	Per hour (if applicable)
Rush Processing		15%	% Of increase to the total invoice
Translation into English		15%	% Of increase to per word rate
Translation Memory Discounts (TMM)			
Exact Match & Repetitions		70%	Discount
Fuzzy Match Discounts		60%	Discount with 99-95% matches
		50%	Discount with 94-85% matches
		30%	Discount with 84-75% matches

7. WRITTEN TRANSLATION SERVICES

Client agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Client shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Client acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., "large" and "big"). Propio will correct errors or omissions reported during the inspection period at no cost to Client and will make preferential changes at Client's expense and Propio's discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Client agrees to use Propio's secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Propio agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Client to manage Client's translation projects and to assist clients, as needed.

Translation Memory (TM) discounted rates apply to qualifying documents submitted in editable source format in languages compatible with TM application. Discounts are available for exact matches, repetitions, and fuzzy matches as outlined in the rate table.

8. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Client. Invoices are delivered via email in .pdf format and contain the following information: invoice date, invoice number, "bill to" address, person/department who ordered the service, PO number (if applicable), description of services rendered, quantity, rate, and total amount due. For translation of documents, the "quantity" is set to "1" for each document translated and the "rate" displays the total amount due for that document, based on the approved price quotation. Detailed information regarding per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing or layout work, the "quantity" will be the number of hours billed and the "rate" will display the hourly rate. For per item fees, such as translation certifications, the quantity will be set based on the number of items received. Terms are Net 30 from invoice date.

- For projects quoted at \$30,000.00 USD or more, Propio requires a 50% down payment prior to the commencement of work. The remaining balance shall be invoiced upon delivery of the completed work to the client.
- Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- Client reserves the right to cancel a project at any time prior to completion. To cancel a project, Client must contact the Propio Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Client shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Propio was required to incur expenses applicable to the entire project prior to cancellation and cannot recover unused funds from the vendor at issue, Client shall be responsible for the entire expense paid.
- The client agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Propio makes translated documents available in Vu and notifies the requester.
- Past due invoice(s) may result in Client's account being placed on credit hold and services discontinued until the account is brought back to current status.



Attachment C

BUSINESS ASSOCIATES AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of the date set forth below, by and between FRESNO UNIFIED SCHOOL DISTRICT ("Covered Entity") and Propio, LS, LLC ("Business Associate"), each individually a "Party" and together the "Parties."

A. **Purpose.** The purpose of this Agreement is to comply with the Business Associate requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations, 45 C.F.R. parts 142 and 160-164, as may be amended, including the Privacy Rule, the Security Rule and the Breach Notification Rule (together, the "Rules"). Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the above-referenced HIPAA statute and regulations.

B. **Relationship.** Covered Entity is a Covered Entity, as defined in the Rules. Covered Entity and Business Associate have entered into a relationship under which Business Associate may receive, use, obtain, access or create Protected Health Information ("PHI") from or on behalf of Covered Entity in the course of providing language services (the "Services") for Covered Entity. As provided in the Rules, PHI shall include, when applicable, Electronic Protected Health Information ("E PHI"). Business Associate acknowledges that it has direct compliance obligations under the Rules and is bound to comply with all requirements of the Rules made applicable to business associates pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Pub. L. No. 111-5, Title XIII.

Accordingly, in consideration of the receipt of good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Disclosure of PHI to and use of PHI by subcontractors and agents is also subject to Section 5 below. When requesting PHI from Covered Entity, Business Associate will request the minimum PHI necessary to perform the Services. Business Associate will not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations or Business Associate's obligations under the Rules, or (ii) that would violate the Rules if disclosed or used in such a manner by Covered Entity. Notwithstanding the foregoing, Business Associate may use or disclose PHI as provided in Section 7 below.

2. **Covered Entity's Obligations Under the Privacy Rule.** To the extent that Business Associate is to carry out one or more of the Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. **Safeguards for the Protection of PHI.** Business Associate will implement and maintain commercially appropriate security safeguards to ensure that PHI obtained from or on behalf of Covered Entity is not used or disclosed by Business Associate in violation of this Agreement and otherwise comply with the Security Rule with respect to E PHI, as applicable. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of Covered Entity. Security measures maintained by Business Associate shall include administrative, physical, and technical security safeguards as necessary to protect such PHI, including such safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, all in accordance with the Rules.

4. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

4.1 If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement or of any security incident, then Business Associate will notify Covered Entity within three (3) business days in accordance with Section 11.4 below, or as shall hereafter be specified by written notice from the Covered Entity. Any such notice shall be deemed given when so delivered to or received at the proper address. Business Associate will establish and implement procedures and other reasonable mitigation efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI.

4.2 Business Associate will comply with Section 13402 of the HITECH Act and implementing regulations, 45 CFR Part 164, Subpart D, as may be amended. Business Associate shall report to Covered Entity any potential Breach of Unsecured PHI, as defined in the Breach Notification Rule, within three (3) business days of discovery, and shall provide all information regarding such potential Breach necessary to meet Covered Entity's notification obligations under the Breach Notification Rule; provided, however, that if Business Associate is also an agent of Covered Entity then Business Associate shall report to Covered Entity any incident that may give rise to a reportable breach within one (1) business day of discovery of such incident.

5. **Subcontractors and Agents - Use and Disclosure of PHI.** Business Associate will require any subcontractor or agent that is authorized to receive, use, or have access to PHI obtained from or created by Business Associate on behalf of the Covered Entity, to execute a business associate agreement with terms at least as restrictive as such restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Business Associate under this Agreement.

6. **Individual Rights.** Under the Privacy Rule, the individual whose PHI is used or maintained has specific rights regarding the PHI. Accordingly, Business Associate will comply with the following individual rights requirements as applicable to PHI used or maintained by Business Associate:



- b. Neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement falls of its essential purpose.

9. **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. ~~This provision does not relieve either party of its obligation to make payments then owing.~~
SS
10. **CONFIDENTIALITY.** Proplo will not disclose any information derived from Client's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Proplo, if Proplo, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Proplo, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.
11. **NON-SOLICITATION.** Client agrees that for one year after termination, whether voluntary or involuntary, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Proplo or any of its subsidiaries or affiliates or other interfere with the employment relationship between Proplo and its employees, b) Client also agrees not to solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Proplo's, with whom the Client has access to during the course of this Agreement, to terminate or alter their relationship with Proplo.
12. **RECORDING POLICY.** As an electronic communications service provider, Proplo LS, LLC, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Proplo personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.
- Proplo is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, as such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Proplo does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.
13. **NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.
14. **ASSIGNMENT.** Client may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Proplo.
15. **TERMINATION.**
- A. If (i) Client fails to pay any charge when due and the failure continues for seven (7) days after receipt by Client of written notice of the failure from Proplo or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Proplo, then in either case Client shall be in default and Proplo may terminate this Agreement and exercise any available rights or remedies.
 - B. If Proplo fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Client, Proplo shall be in default, and Client may terminate this Agreement and exercise any available rights or remedies.
 - C. If a minimum usage requirement is noted in Attachment B of this Agreement, Proplo shall have the right to terminate this Agreement if Client has not met the minimum usage required and Client has not used any of the services provided for under this Agreement for a period of six consecutive months. Proplo shall give Client written notice of termination.
 - D. In the event of any termination of this Agreement, Client shall pay Proplo the minimum usage penalty as set out in Attachment B of this Agreement for all remaining unused minutes under the required minimum as well as any other charges due Proplo under Attachment B.
16. **ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement, is held to be invalid, void, or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.



17. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement by which their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
18. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Proplo to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Proplo, its affiliates, or their respective successors.
19. **CHOICE OF LAW.** ^{California} ~~Kansas~~ law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.
20. **DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the client organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.
21. **INCORPORATION OF ATTACHMENT.** Attachment A (Client Contact & Profile Information) and Attachment B (Rate Sheet) are incorporated herein.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on Attachments A & B.

FRESNO UNIFIED SCHOOL DISTRICT

Accepted by:

Zuleica Murillo
Signature

Proplo LS, LLC

Accepted by:

Marco Assis
Signature

Zuleica Murillo, Executive Director

CEO/Marco Assis

Type or Print Name and Title

04/14/2022

Date

04 / 14 / 2022

Date

01/11/24

Approved As To Form

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

7/19/2023

Jan 18, 2024

DISTRICT

Fresno Unified School District

Patrick Jensen
Patrick Jensen, Interim Chief Financial Officer

Patrick Jensen, Interim Chief Financial Officer

Date

Signature:

Email:

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Addendum to Agreement with Smartling, Inc.

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Smartling, Inc. The Translation and Interpretation Services Department agreed to modify the total amount of the agreement to include an additional \$487,000 to support a one-time bulk translation of outstanding 2022/23 Individual Education Programs (IEPs). The original agreement was reviewed and approved by the Board on June 21, 2023.

The expected outcome is as follows:

- Every family will receive their requested translated IEP by June 28, 2024. Per 5 CCR § 3040(a), every parent has a right to a copy of their child's Individualized Education Program (IEP) and/ or related documents in their primary language upon request.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$487,000 are available through the Translation and Interpretation Services Department budget.

PREPARED BY: Zuleica Murillo,

DIVISION: Translation/Interpretation Services
PHONE NUMBER: (559) 457-3988

CABINET APPROVAL: Nikki Henry,
Chief Informational Officer

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


Nikki Henry (Jan 9, 2024 10:26 PST)







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31490</u>	
Vendor Number	
Smartling, Inc	244 Fifth Ave, Ste 1471, New York, NY 10001
Vendor Name	Address
720.934.1837	Tim Kirby
Phone Number	Vendor Contact
From: 7/3/2023	Through: 6/28/2024
Term (Duration)	
FUSD Contract Administrator:	
Zuleica Murillo	Translation Services 559-457-3733
Name	Site/ Dept Telephone number

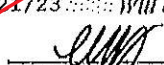
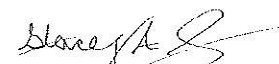
Budget (Fund-Unit-Dept.-Activity-Function-Object) 030 0695 0864 4760 2490 5110

Annual Cost ~~\$24,000.00~~ ^{SS}  ^{DS}  (it will not be authorized to exceed this amount w/o BOE approval)
\$511,000

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:

Contractor will provide high quality written translation by use of the Smarting Translation Management System and optimize the translation process.

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: 06/21/23	01/24/24
(Contracts of \$15,000.00 or more)	Will contract be submitted with Bundled Contracts? Jun Bundle
Reviewed & approved by Cabinet Level Officer:	 Rick Henry (Apr 26, 2023 12:23 PM)
	Signed Date Apr 26, 2023
Reviewed & approved by Risk Management	 Zuleica Murillo
	Signed Date 6/6/2023
Reviewed & approved by Department Head	Zuleica Murillo
	Signed Date Apr 26, 2023

Please return signed agreement back to (name/email) :



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030 0695 0864 4760 2490 5110

District Contact Person: Zuleica Murillo

Budget Manager Approval: Zuleica Murillo

Contractor's Vendor Name: Smartling, Inc

Contractor's Contact Person: Tim Kirby

Contractor's Title: CRO

Contractor's Telephone

Number: 720.934.1837

Contractor's E-mail: Inguyen@smartling.com

Contractor's Address: 244 Fifth Ave, Ste 1471, New York, NY 10001

This Independent Contractor Services Agreement is made and entered into effective 7/3/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Smartling, Inc ("Contractor").

1. Contractor Services, Contractor agrees to provide

See attached service schedules

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 7/3/2023, and shall terminate on 6/28/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of ~~\$23,000.00~~ ^{\$511,000} per contract, not to exceed ~~\$24,000.00~~ ^{\$511,000}. Checks will be made payable to Smartling, Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here 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): ~~-\$0.00~~ ^{\$24,000.00} ~~\$511,000~~

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.ppecpas.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 Judith Merrill

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.

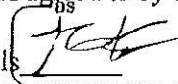
b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them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

Jubela M. Mills

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: Smartling

Name: Tim Kirby

Address:

244 Fifth Ave
Suite 1471
New York, NY 10001
legal@smartling.com

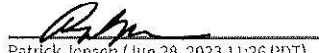
c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

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 (Jun 28, 2023 11:26 PDT)

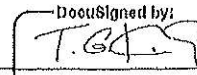
Patrick Jensen, Interim Chief Financial Officer

Jun 28, 2023

Date

CONTRACTOR

Smartling, Inc

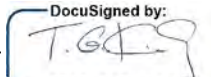
DocuSigned by:

Name: T. G. G., Title: CRO

4/26/2023


01/09/2024

1/10/2024

Date

DocuSigned by:

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Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

6/6/2023

Date



Jan 11, 2024



Service Schedule

Cover Sheet

Prepared for Fresno Unified School District

Prepared by Lynn Nguyen

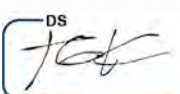
Customer Project Contact

Name	Title	Address	Email
Zuleica Murillo	Executive Director	4498 N. Brawley Ave. Fresno, California 93722 USA	zuleica.murillo@fresno unified.org

Customer Billing Contact

Name	Title	Address	Email
Zuleica Murillo	Executive Director	4498 N. Brawley Ave. Fresno, California 93722 USA	zuleica.murillo@fresno unified.org

Software Services Subscription

Item	Description	Quantity	Unit Price	Total Price
Processed Words		350000	0.02	6,020.00
Growth TMS	Enterprise Edition	12	1,420.00	17,040.00

Software Services Total Fees

~~23,060.00~~

The Quantity of Software Services is measured in months. Certain measures of TMS or GDN usage may

init.

487,000

Additional Terms and Conditions

Start Date	01 July 2023	End Date	30 June 2024
First Invoice	01 July 2023	Customer PO	N/A
Payment Terms	NET 30	Service Commitment	99.9%
Payment Schedule	In Advance	Currency	USD

Agreement and Signature


New York
244 Fifth Avenue, Suite 1471
New York
NY 10001
United States

Dublin
Unit 4B Fourth Floor
7-9 Dame Ct, Exchequer St.
D02 NH31
Ireland

hi@smartling.com
+1 866 707 6278

The terms on this Service Schedule and the Master Services Agreement dated 14 April 2022, as it may have been amended (collectively, the "Agreement") govern Customer's use of the Services. By executing this Service Schedule, the parties agree to be bound by the Agreement and accept all of its terms. Each party represents and warrants that (i) it has the power to enter into this Agreement, and (ii) the signatory below has the authority to bind the applicable organization. This Service Schedule and the documents attached hereto are effective as of the date of last signature below.

Fresno Unified School District ("Customer")

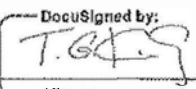
By 
Patrick Jensen (Jun 28, 2023 11:26 PDT)

Printed Patrick Jensen

Title Interim Chief Financial Officer

Date Jun 28, 2023

Smartling, Inc. ("Smartling")

By 
DocuSigned by:
T.G.K.S.
FBAD90A5D2F143F...

Printed Tim Kirby

Title Chief Revenue Officer

Date 4/26/2023

 01/11/24

DocuSigned by:

FBAD90A5D2F143F... 11/2024

Approved As To Form

 6/6/2023
Stacey Sandoval, Executive Director
Risk Management


Jan 11, 2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

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 Proposed Revision for Exhibit

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for Exhibit 9270 Conflict of Interest. 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

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

~~Red strikeout~~ – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel's recommendation

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

PREPARED BY: Pamela Bartlett

DIVISION: Business & Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer



SUPERINTENDENT APPROVAL:

Robert G. Nelson, Ed.D.



**Fresno Unified Exhibit (E) 9270
Conflict Of Interest – Statement of Economic Form 700**

RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Fresno Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Fresno Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Fresno Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the Fresno Unified School District

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the Fresno Unified School District ("District").

The Form 700s for designated positions, other than the District's Governing Board Members and Superintendent, shall be filed with the District. The Governing Board Members and Superintendent are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the District and, upon receipt of these paper Form 700s with waivers, the District shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors.

The District shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection, and reproduction. (Gov. Code section 81008.)

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

APPENDIX A

Public Officials Who Manage Public Investments

It has been determined that positions listed below manage public investments *and will file a statement of economic interests pursuant to Government Code Section 87200*. These positions are listed for informational purposes only:

Governing Board Members
Superintendent of Schools

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Designated Positions

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Deputy Superintendent	1
Administrator	1
Associate Superintendent	1
Assistant Superintendent	1
Business Operations Manager	1
Chief Academic Officer	1
Chief Equity and Access Officer	1
Chief Executive	1
Chief Engagement and External Partnership Officer	1
Chief Financial Officer	1
Chief Fiscal Officer	1
Chief Human Resources/Labor Relations Officer	1
Chief Information Officer	1
Chief Operational Services Officer	1
Chief Operations and Classified Labor Officer	1
Chief of Staff (General)	1
Chief Technology Officer	1
Consultants / New Positions	1
Deputy Executive	1
Directors- ALL (General)	1
Director Benefits and Risk Management	1
Director Fiscal Services	1
Director Human Resources	1
Executive Director	1
Executive Officer	1
Instructional Superintendent School Curriculum and School Leadership	1

Prevention and Intervention Executive	1
Purchasing Manager	1
Senior Executive	1
Buyer I, II, III, IV	2, 3
Members of Audit Committee	2, 3
Members of Citizen's Bond Oversight Committee	2, 3
Directors on Joint Health Management Board (JHMB)	2, 3
Purchasing Technician	2, 3
Administrative Analyst	4
Advisor, Guidance Learning, Behavior Support	4
Analyst I, II	4
Athletic Trainer	4
Business Operations Manager	4
Coordinator, I, II	4
Counselor, Head/School	4
Design Lead	4
Director	4
Supervisor, District, I, II	4
Executive Assistant to Superintendent	4
Executive Chef	4
Manager I, II, III	4
Nutritionists	4
Occupational Therapist	4
Ombudsman	4
Physical Therapist	4
Principal I, II, III, IV, V, Special Assignment	4
School Psychologists	4
Social Worker, Clinical, School	4
Specialists, Behavioral Intervention	4
Vice Principal I, II, III, Special Assignment	4

Consultants / New Positions are included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation:

The Superintendent or designee may determine in writing that a particular consultant or new position, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of extent of disclosure requirements. The Superintendent’s or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

Disclosure Category 1:

Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency and investments and business positions in business entities, and income, including gifts, loans, and travel payments, from all sources.

Disclosure Category 2:

Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3:

Investments and business positions in business entities, and income, including gifts, loans, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- utility permit
- station vendor permit

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
approved: February 12, 2014 Fresno, California
revised: December 14, 2016
revised: March 22, 2017
revised: September 19, 2018
revised: September 16, 2020
revised: August 24, 2022
revised: December 13, 2023
revised: Winter, 2024

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-18

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 Alpine Academy

ITEM DESCRIPTION: Included in the Board binders is an agreement with Alpine Academy for Residential Treatment Center and Non-Public Schools services for a total of \$214,650. Alpine Academy provides non-public services for complex services in line with the high level of need and the unique nature of the students' mental health conditions per their Individualized Education Program for the 2023/24 school year.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$214,650 are available in the Special Education Budget.


PREPARED BY: Tangee Pinheiro, Ed.D.

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29568

Vendor Number

Utah Youth Village Inc. DBA Alpine Acade

1280 Whispering Horse Dr., Erda, UT 84074

Vendor Name

(435) 228-0100

Address

Angie Alvey

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Patrick Morrison

Special Education

(5659) 457-3220

Name

Site/ Dept

Telephone number

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

060-6500-0787-5761-9200-7142

060-6546-0326-5763-3120-5110 & 060-6546-5762-3120-5110

Annual Cost \$214,650

(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:

Utah Youth Village Inc. DBA Alpine Academy is a Residential Treatment Center (RTC) and NonPublic School (NPS) that provides specific and complex services in line with the high level of need and unique nature of the student's mental health conditions per their Individualized Education Plan (IEP). Services will include, education per their IEP, mental health support and residential accommodations. The 2023-2024 rates are as follows: Education Daily Base Rate of \$240, Psych Services (Bundled) of \$180 per day for 365 days, and Room & Board at \$270 per day for 365 days.

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:** 01/24/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Patrick Morrison

Dec 21, 2023

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

ABZ

Dec 22, 2023

Signed

Date

Reviewed & approved by **Risk Management**

Blanchard

Jan 4, 2024

Signed

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Special Education Dept. 060-6500-0787-5761-9200-7142
060-6546-0326-5763-3120-5110/060-6546-0326-5762-3120-5110

District Contact Person: Patrick Morrison, Executive Director

Budget Manager Approval: Patrick Morrison

Contractor's Vendor Name: Utah Youth Village Inc., DBA Alpine Academy

Contractor's Contact Person: Angie Alvey

Contractor's Title: Academic Director

Contractor's Telephone
Number: (435) 228-0100

Contractor's E-mail: aalvey@alpineacademy.org

Contractor's Address: 1280 Whispering Horse Drive, Erda, Utah 84074

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Utah Youth Village Inc., DBA Alpine Academy ("Contractor").

1. Contractor Services. Contractor agrees to provide

Alpine Academy (NPS) will provide specific and complex services in line with the high level of need and unique nature of the student's mental health conditions per their Individual Education Plan (IEP). Services will include, education per their IEP, mental health support and residential accommodations. The 2023-2024 rates are as follows: Education Daily Base Rate of \$240, Psych Services (Bundled) of \$180 per day for 365 days, and Room & Board at \$270 per day for 365 days.

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 7/01/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 0.00 per N/A, Not to exceed \$214,650.00. Checks will be made payable to Alpine Academy. 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 *JA*

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): \$214,650.00

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.pncpas.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 *JA*

District's initials *PM 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

JA

District's initials

PM 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: Alpine Academy

Name: Angie Alvey, Academic Direct

Address:

1280 Whispering Horse Drive
Erda, Utah 84074

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Alpine Academy

Angie Alvey
Name: Angie Alvey , Title: Academic Director

7/28/23
Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Jan 4, 2024
Date

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

Alpine Academy

2023-2024

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year 2023-2024

Nonpublic Agency

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: FRESNO UNIFIED SCHOOL DISTRICT
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Alpine Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between **Fresno Unified School District**, hereinafter referred to as the local educational agency ("LEA"), a member of the **FUSD SELPA** and **Alpine Academy** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior-emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (I), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each

owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance

forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's

change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR

shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide

assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Utah Youth Village, DBA Alpine Academy
Nonpublic School/Agency

Fresno Unified School District
LEA Name

By: Angie Alvey
Angie Alvey (Dec 8, 2023 14:42 MST)
Signature Date

By: _____
Signature Date

Angie Alvey, Academic Director
Name and Title of Authorized
Representative

Patrick Jensen, Chief Financial Officer
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Angie Alvey, Academic Director	Name and Title Patrick Morrison, Executive Director
Nonpublic School/Agency/Related Service Provider Utah Youth Village, DBA Alpine Academy	LEA Fresno Unified School District, Special Education
Address 1280 Whispering Horse Drive	Address 890 S. 10 th St.
City Erda	City Fresno
State Utah	State CA
Zip 84074	Zip 93702
Phone (435) 228-0100	Phone (559) 457-3220
Fax	Fax (559) 457-3299
Email Aalvey@alpineacademy.org	Email Patrick.morrison@fresnounified.org

Approved As To Form

Additional LEA Notification
(Required if completed)

Stacey Sandoval
Jan 4, 2024
Stacey Sandoval, Executive Director
Risk Management

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Fresno Unified School District

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Maximum Contract Amount: \$214,650.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$240.00
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900) Room & Board</u>	<u>\$270.00</u>	<u>Day</u>
<u>Other (900) Mental Health Services</u>	<u>\$180.00</u>	<u>Day</u>

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Fresno Unified School District

Nonpublic School Alpine Academy

LEA Case Manager: Name Fresno Unified School District

Phone Number 559-467-3220

Pupil Name
(Last)

(First)

(M.I.)

Residential Setting: ☐ Home ☐ Foster ☐ LCI # Home ☐ OTHER _____

Parent/Guardian _____ (Residence)
 Address _____ (if different from student) City _____ State/Zip _____ (Business)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: N/A during the regular school year
N/A during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 190 during the regular school year
20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$240.00

Estimated Number of Days 210 x Daily Rate 240.00 = PROJECTED BASIC EDUCATION COSTS \$50,400

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Mental Health Services		x		Daily	\$180.00	365	\$65,700.00
Other (900) Room and Board		x		Daily	\$270.00	365	\$98,550.00
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$164,250.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 214,650

4. Other Provisions/Attachments:

n/a

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other _____ Per IEP _____
(Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Utah Youth Village, DBA Alpine Academy

Name of Nonpublic School/Agency

Angie Alvey

Angie Alvey (Dec 8, 2023 14:42 MST)

(Signature)

(Date)

Angie Alvey, Academic Director

Fresno Unified School District

Name of LEA/SELPA

(Signature)

(Date)

Patrick Jensen, Chief Academic Officer

Approved As To Form

Stacey Sandoval

Jan 4, 2024

Stacey Sandoval, Executive Director

Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-19

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 Impact Athletics

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Impact Athletics. The Board approved the original agreement on November 01, 2023, for the amount of \$18,995. The need to amend the agreement with Impact Athletics is to specify the two different camps that were made available to students during the Winter Program, Visual Arts Camp and Photography Camp, and to amend the cost per student rate to reflect the correct cost per student as outlined in the final proposal. Impact Athletics agreed to service 80 students in total at the rate of \$355 per student. The agreement will need to be increased by \$9,400 which brings the new contract total to \$28,400.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$28,400 are available through the Extended Learning - Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31186</u>	
Vendor Number	
<u>Impact Athletic LLC</u>	<u>1955 Broadway Street Fresno, CA 93721</u>
Vendor Name	Address
<u>559-481-1120</u>	<u>Jervis Cole</u>
Phone Number	Vendor Contact
From: <u>12/4/2023</u>	Through: <u>1/5/2024</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Jeremy Ward</u>	<u>CCR / Extended Learning</u> <u>559-248-7465</u>
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0791-1110-1000-5899

Annual Cost \$ 28,400.00 (Estimated Amount)

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

Yes ☒

No ☐

Scope of Work Summary:

Request for approval of amended service contract agreement with Impact Athletics. Impact Athletics agreed to provide two different winter camps, Visual Arts Camp and Photography Camp, which would service 80 students in total. Impact Athletics service contract agreement will need to be increased by \$9,405, to reflect the total contract amount of \$28,400.

Original Amount: \$18,995
Increased Amount: \$9,405
New Total Amount: \$28,400

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: 01/24/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:

Jeremy Ward (Jan 5, 2024 13:23 PST)

1/5/2024

Signed

Date

Reviewed & approved by Cabinet Level Officer

AB
Signed

1/5/2024

Date

Reviewed & approved by Risk Management

Stacy
Signed

Jan 11, 2024

Date

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



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

January 05, 2024

RE: Ratify Agreement with Impact Athletics LLC

SUMMARY: Approval is requested for the amended service contract agreement between the Extended Learning Department and Impact Athletics to reflect the services provided for the Winter Program, the correct rate per student, and the updated total contract amount.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District Extended Learning Department and Impact Athletics dated from December 04, 2023, through January 05, 2024, for a total contracted amount of \$18,995* previously executed and approved by Fresno Unified Board of Education on November 01, 2023.

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

Annual Cost – Increase the previously executed agreement annual cost of \$18,995 to **\$28,400** effective retroactively to December 04, 2023.

Item # 4 Payment – Update rate to reflect **\$355** per attendee and update not to exceed amount to **\$28,400** effective retroactively to December 04, 2023.

Item # 5. Total Estimated Cost – Update amount to **\$28,400** effective retroactively to December 04, 2023.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by \$9,405, which brings the new contract amount to \$28,400. Sufficient funds in the amount of \$28,400 are available through the Extended Learning Expanded Learning Opportunities Program budget.



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.


Jeremy Ward (Jan 5, 2024 13:23 PST)

 1/5/2024
Reviewed & Approved by **Cabinet Level Officer** **Date**

 Jan 11, 2024
Reviewed & Approved by **Executive Director, Risk Management** **Date**

Reviewed & Approved by **Chief Financial Officer** **Date**

 Jan 5, 2024

Reviewed & Approved by **Contractor** **Date**



**Fresno Unified
School District**
Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31186

Vendor Number		1955 BROADWAY STREET FRESNO, CA 93721	
IMPACT ATHLETICS LLC		Address	
Vendor Name		JERVIS COLE	
559-401-1120		Vendor Contact	
Phone Number			
From: 12/4/2023		Through: 1/5/2024	
Term (Duration)			
FUSD Contract Administrator:		CCR/ Extended Learning	
JEREMY WARD / CONNIE CHA		559-240-7560	
Name		Site/ Dept	
		Telephone number	

Budget (Fund-Split-Dept-Activity-Function-Object) 060-2600-0791-1110-1000-5099

SS **\$28,400** JLC Dec 12, 2023

Annual Cost \$ 10,995.13 (Estimated Amount)



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

Yes ☒

No ☐

Scope of Work Summary:

Impact Athletics agrees to provide 1 four-day session of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 10 - 21, 2023 from AM Session: 0:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM. Each session will service up to 40 students in the AM program and 40 students in the PM program for a total of 80 students in grades TK-6th.

Visual Arts Camp: Students will learn various art mediums including painting, water colors, pastels and more. Full breakfast will be provided daily for AM students and full lunch will be provided daily for PM students.

*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.

RFQ 22-09 was Board Approved on 11/01/2023 Item A-14

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: **11/01/23** Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more) 01/24/2024

Reviewed & approved by Department Head:

Signed _____ Date _____

Reviewed & approved by Cabinet Level Officer:

Signed **M.B.A.** Date **10/6/2023**

Reviewed & approved by Risk Management

Signed _____ Date **Oct 9, 2023**

Please return signed agreement back to (name/email): AMY CHA / AMY.CHA@FRESNOUNIFIED.ORG



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-1000-5899

District Contact Person: JEREMY WARD / CONNIE CHA

Budget Manager Approval: _____

Contractor's Vendor Name: IMPACT ATHLETICS LLC

Contractor's Contact Person: JERVIS COLB

Contractor's Title: CO-OWNER

Contractor's Telephone

Number: 559-481-1120

Contractor's E-mail: impactathletics559@gmail.com

Contractor's Address: 1955 BROADWAY STREET FRESNO, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 12/4/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and IMPACT ATHLETICS LLC ("Contractor").

I. Contractor Services. Contractor agrees to provide

Impact Athletics agrees to provide 1 four-day session of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM. Each session will service up to 40 students in the AM program and 40 students in the PM program for a total of 80 students in grades: TK-6th.

Visual Arts Camp: Students will learn various art mediums including painting, water colors, pastels and more. Full Breakfast will be provided daily for AM students and full lunch will be provided daily for PM students.

*PM Photography Camp: Camera basics, lighting, composition, ISO, and full lunch will be provided daily.

Impact Athletics agrees to submit daily attendance for students attending program. Impact Athletics will submit an executive summary report for each week of program offered along with an invoice outlining services provided for Winter Camp program(s). Impact Athletics will receive a 40% advancement prior to the start of Winter Camp program, if program is not canceled as stated above. Impact Athletics is to invoice Extended Learning Department the difference of the advancement received based on student attendance for each program offered at the conclusion of Winter Camp program.

Impact Athletics agrees to participate in a communication and registration service offered by InPlay and receive confidential student data provided by Fresno Unified School District to enroll students in Impact Athletics's Winter Camp program. Impact Athletics agrees to handle the student data in accordance with USD's data security and privacy policies as well as in accordance with all applicable laws and regulations. Impact Athletics agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement and not for any advertisement or promotional purposes.

All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

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 12/4/2023, and shall terminate on 1/5/2024. There shall be no extension of the term of the agreement without express written consent from all parties. SS

4. Payment. District agrees to pay Contractor at following rate of \$474.88 per night, not to exceed \$18,995.13. Checks will be made payable to IMPACT ATHLETICS LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice. SS

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor Initial here JLC

- a. Lodging Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$18,995.13 \$28,400
- 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.ppsps.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 JLC

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.
- a. 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 consultants. 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 consultant(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 JLC 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: IMPACT ATHLETICS LLC

Name: JIRVIS COLB

Address:

1955 BROADWAY STREET FRESNO,
CA 93721

to: 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 Jensen (Nov 28, 2023 10:15 PST)

Patrick Jensen, Chief Financial Officer

Nov 28, 2023

Date

CONTRACTOR

IMPACT ATHLETICS LLC

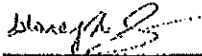

Jervis L. Cole (Oct 15, 2023 09:39 PDT)

Name: JERVIS COLE, Title: CO-OWNER

10/05/2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Oct 9, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: November 01, 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 Agreements for Extended Learning Winter Camp Enrichment Programs

ITEM DESCRIPTION: Included in the Board binder are Extended Learning Winter Camp Enrichment service agreements with qualified community-based partners that are Board Approved Request for Qualifications (RFQ) 22-09 vendors. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts, Science, Technology, Engineering, and Mathematics, and/or Sports and Fitness enrichment outside of the regular school day. Winter Camp Program will be vendor-led for two weeks out of the three weeks during Winter Break following the Board Adopted Fresno Unified School District Academic Calendar School Year 2023/24. The Vendors listed below are from the prequalified RFQ 22-09 pool indicating the estimated agreement amounts for this year's Winter Camp Enrichment Programs along with an attached matrix with each vendor's service description and agreement with Extended Learning Department. Approval of the following Winter Camp Vendor agreement is recommended:

Adventure Education Solutions	\$100,620
Break the Barriers	\$ 11,980
Bulldog Baseball	\$104,848
California Arts Academy	\$ 86,400
CSA Events and Entertainment	\$176,000
Education and Leadership Foundation	\$ 35,928
Fresno Chaffee Zoo Corporation	\$ 72,000
Fresno Discovery Center	\$ 85,390
Hands On Central California	\$ 52,427
Leonila Campos	\$ 35,750
GrowthPoint Technologies, Inc.	\$ 35,930
HELIN Institute	\$144,000
High Performance Academy	\$779,644
Impact Athletics	\$ 18,995
KLS Design	\$ 60,830
Moreno Institute	\$ 31,668
San Joaquin River Parkway	\$ 41,531
StudentNest	\$464,000
T1 Sports Academy	\$139,790
Teocalli Cultural Academy	\$ 39,372

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,517,103 are available in the Extended Learning Expanded Learning Opportunities Program Budget.

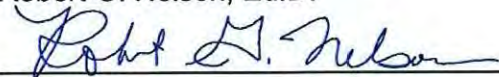
PREPARED BY: Jeremy Ward

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

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

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

 _____

 _____



Fresno Unified School District Contract Routing Form

Completed Independent contract agreement must be attached

31186

Vendor Number		1955 BROADWAY STREET FRESNO, CA 93721	
IMPACT ATHLETICS LLC		Address	
Vendor Name		JERVIS COLE	
559-481-1120		Vendor Contact	
Phone Number		Through: 1/5/2024	
From: 12/4/2023		Term (Duration)	
FUSD Contract Administrator:		CCR/ Extended Learning	
JEREMY WARD / CONNIE CHA		559-248-7560	
Name		Site/ Dept	
		Telephone number	

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0791-1110-1000-5899

Annual Cost \$ 18,995.13 (Estimated Amount) ☒

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

Yes ☒

No ☐

Scope of Work Summary:

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*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.

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: 11/01/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:

Signed _____ Date _____

Reviewed & approved by Cabinet Level Officer

Signed *A.B.X.* 10/6/2023
Date

Reviewed & approved by Risk Management

Signed *Monique S.* Oct 9, 2023
Date

Please return signed agreement back to (name/email) : AMY CHA / AMY.CHA@FRESNOUNIFIED.ORG



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-1000-5899

District Contact Person: JEREMY WARD / CONNIE CHA

Budget Manager Approval: _____

Contractor's Vendor Name: IMPACT ATHLETICS LLC

Contractor's Contact Person: JBRVIS COLE

Contractor's Title: CO-OWNER

Contractor's Telephone

Number: 559-481-1120

Contractor's E-mail: impactathletics559@gmail.com

Contractor's Address: 1955 BROADWAY STREET FRESNO, CA 93721

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All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

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 12/4/2023 , and shall terminate on 1/5/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of \$ 474.88 per attendee not to exceed \$ 18,995.13 . Checks will be made payable to IMPACT ATHLETICS LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. **Lodging** _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. **Meals** _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. **Travel** _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. **Supplies** _____ As negotiated with school/department contracting for service.
- e. **Total Estimated Cost** (Sum of paragraphs 4 and 5a - d): \$ 18,995.13
- 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 JLC 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 JLC 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: IMPACT ATHLETICS LLC

Name: JERVIS COLE

Address:

1955 BROADWAY STREET FRESNO,
CA 93721

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 (Nov 28, 2023 14:15 PST)

Patrick Jensen, Chief Financial Officer

Nov 28, 2023

Date

CONTRACTOR

IMPACT ATHLETICS LLC


Jervis L. Cole (Oct 5, 2023 09:39 PDT)

Name: JERVIS COLE , Title: CO-OWNER

10/05/2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Oct 9, 2023

Date

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
Adventure Education Solutions	<p>Adventure Education Solutions agrees to provide 4 Winter Camp programs off-site for Session 1, December 18 - 21, 2023 and Session 2, January 2 - 5, 2024, as outlined below:</p> <p>1) Rock Climbing Camp: Each session will service up to 40 students with a total of 80 students for grades 9th - 12th from 8:00 AM - 12:00 PM. Full breakfast will be provided daily for students. Program cost per student attendee is \$384 for a total of \$30,720.</p> <p>2) LEGO Brickbuilding Camp: Each session will service up to 40 students with a total of 80 students for grades 4th - 6th from 8:00 AM - 12:00 PM. Full breakfast will be provided daily for students. Program cost per student attendee is \$352 for a total of \$28,160.</p> <p>3) Jr. Cooking Camp: Each session will service up to 40 students with a total of 80 students for grades 1st - 3rd from 1:00 PM - 5:00 PM. Full lunch will be provided daily for students. Program cost per student attendee is \$264 for a total of \$21,180.</p> <p>4) Craft Camp: Each session will service up to 40 students with a total of 80 students for grades 4th - 6th from 1:00 PM - 5:00 PM. Full lunch will be provided daily for students. Program cost per student attendee is \$257 for a total of \$20,560.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs. All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.</u></p>	Adventure	\$ 100,620
Break the Barriers	<p>Break the Barriers agrees to provide 1 four-day session of Sports and Fitness Winter Camp off-site, following the session dates and duration: Session 2: January 2 - 5, 2024 from 9:00 AM - 12:00 PM. Each session will service up to 45 students with a total of 45 students for grades 3rd -12th. Break the Barrier's Camp: Students will learn Taekwondo & Parkour as well as how to shoot and compete in the sport of archery. Lunch will be provided daily for students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Sports and Fitness	\$ 11,980
Bulldog Baseball	<p>Bulldog Baseball agrees to provide 2 four-day session of Sports and Fitness Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM for grades 1st - 4th, and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM for grades 5th - 8th. Each session will service up to 65 students with a total of 260 students.</p> <p>Hit a Grand Slam Camp: Campers will learn the fundamentals of baseball, play games, and get ready for the upcoming season from current Fresno State Bulldog players and coaches. Each day will be filled with fitness talks and demonstrations, group and individual instruction, team-games, and fun competitions at each station. Full Breakfast will be provided daily for AM students and full lunch will be provided daily for PM students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Sports and Fitness	\$ 104,848

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
California Arts Academy	<p>California Arts Academy agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from 9:00 AM - 2:00 PM. Each session will service up to 96 students with a total of 192 students for grades: TK - 1 (24 max), 2nd - 4th (24 max), 5th - 7th (24 max), and 8th - 12th (24 max) per session.</p> <p>California Arts Academy Camp: Students will get to participate music, singing, dancing, theatre, basic tumbling, etiquette and will encourage and refine their social and spatial awareness skills. Class will vary throughout the week. Full breakfast, lunch and a snack will be provided daily for students.</p> <p><i>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</i></p>	Creative Arts	\$ 86,400
CSA Events and Entertainment	<p>CSA Events & Entertainment agrees to provide 2 winter programs for 2 four-day sessions of Creative Arts Winter Camp off-site. Both programs will operate Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024, full day, from 8:00 AM - 5:00 PM for students in grades 7th - 12th. Cost per students for both camps is \$550 per student attendee. Full breakfast, lunch and snack will be provided for students daily for each camp.</p> <p>Banda Camp: Each session will service up to 60 students with a total of 120 students. Students will focus on regional Mexican music. Campers will learn choreography, audio production, and skills in song development.</p> <p>Fresno Grizzlies Winter Camp: Each session will service up to 100 students with a total of 200 students. Students will learn how to run the Jumbotron Video Board, in game entertainment, stadium music, lighting and sound. They will also learn how to be the emcee of a Grizzly game, the radio or in stadium announcer and other elements of being at a professional sports stadium. A family event will include music, food, enjoy the ballpark and what their students have learned about how to run the stadium for a week.</p> <p><i>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</i></p>	Creative Arts	\$ 176,000
Education & Leadership Foundation	<p>Education & Leadership Foundation agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM. Each session will service up to 50 students in the morning and 50 students in the afternoon, for a total of 200 students in grades: 1st - 6th. The AM program will be held at Parc Grove Commons and the PM program will be held at Mosqueda Center.</p> <p>Program services include the following: Clay Sculpting, Hispanic/Latin Culture Awareness, and Literacy. A family event on January 5th, 2024 at Parc Grove Commons for the morning program and Mosqueda Center for the afternoon program will be held and include an Art Exhibit tour, food, and music. Full breakfast will be provided daily for students in the AM session and full lunch will be provided daily for students in the PM session.</p> <p><i>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</i></p>	Creative Arts	\$ 35,928

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
Fresno Chaffee Zoo Corporation	<p>Fresno Chaffee Zoo Corporation agrees to provide 2 four-day sessions of STEM Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 9:00 AM - 12:00 PM and PM Session: 1:00 PM - 4:00 PM. Each session will service up to 60 AM and 60 PM students with a total of 240 students in grades: TK - 6th.</p> <p>Fresno Chaffee Zoo Camp will include animal encounters, engaging in winter-themed lessons, art projects, and guided tours around the zoo. Full Breakfast and snack will be provided daily for AM students and full lunch and snack will be provided daily for PM students. Fresno Chaffee Zoo will provide all participants with an invitation to the zoo, two adult and four child tickets. Tickets will be emailed at the conclusion of camp and will be expired after a month from when the email goes out. Fresno Unified will be charged for redeemed tickets, up to \$8,833, included in this contract total amount. This cost is not factored into the cost per student. Fresno Unified School District shall provide at least four staff for the AM camp and at least four staff for the PM camp to support with student to adult ratio: grades TK/K, 10 students to 1 staff and grades 1-6, 20 students to 1 staff. Fresno Unified School District will provide an administrator to help with the check-in process and to communicate with parents regarding issues and concerns that arise.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	STEM	\$ 72,000
Fresno Discovery Center	<p>Fresno Discovery Center agrees to provide 2 four-day sessions of STEM Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM. Each session will service up to 120 students with a total of 240 students in grades: TK - 6th.</p> <p>Fresno Discovery Camp: Students will learn about animal adaptations and human ingenuity that helps them survive in freezing temperatures. Full breakfast and late morning snack will be included daily for students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	STEM	\$ 85,390
Hands On Central California	<p>Fresno Street Saints agrees to provide 2 four-day sessions of College & Career Discovery Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from Full Day: 8:00 AM - 5:00 PM. Each session will service up to 80 students with a total of 160 students in grades: TK - 6th.</p> <p>Fresno Street Saints agrees to provide: education, nutrition, recreation, and leadership development activities to keep FUSD youth engaged. Full breakfast, lunch and snack will be provided for students daily.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	College & Career Discovery	\$ 52,427
Leonila Campos	<p>Fueled by Leo agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from Full Day: 8:00 AM - 5:00 PM. Each session will service up to 40 students with a total of 80 students in grades: 6th - 8th.</p> <p>Fueled by Leo program services include nutrition, cooking, and fitness. Full breakfast, lunch and snack will be provided for students daily.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Creative Arts	\$ 35,750

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
GrowthPoint Technologies, Inc.	<p>GrowthPoint Technologies, Inc. agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM. Each session will service up to 80 students with a total of 160 students in grades: 4th - 6th.</p> <p>Creative Engineering Program: Students will be challenged to use creativity and engineering techniques. Students will learn how to design custom robotic extensions with 3D Printing, make custom stickers, tumblers and t-shirts. Full breakfast will be provided daily for students</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Creative Arts	\$ 35,930
HELIN Institute	<p>HELIN agrees to provide 2 four-day sessions of College & Career Discovery Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from Full Day: 8:00 AM - 5:00 PM. Each session will service up to 150 students with a total of 300 students in grades: TK-6.</p> <p>Program services will include HELIN Institute enrichment curriculum, creative arts activities, outdoor learning, physical exercise activities, writing, reflective listening, and meals in a fun, safe, and enriching environment. Full breakfast, lunch and snack will be provided for students daily.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	College & Career Discovery	\$ 144,000
High Performance Academy	<p>High Performance Academy agrees to provide 2 four-day sessions of Sports and Fitness Winter Camp at one regional, on-site camp, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 2:30 PM and PM Session: 2:30 PM - 5:00 PM. Each session will service up to 80 students per rotation in the AM session and up to 80 students per rotation in the PM session at 6 FUSD sites for grades: TK - 8th, with a ratio of 10 student:1 staff for TK/K and 20 students:1 staff for grades 1-8.</p> <p>HPA Sports Camp: Students will be coached by experienced coaches, as well as current and former collegiate and pro-athletes and receive skill-based training in sports. High Performance Academy offer a range of sports, including soccer, flag football, basketball, dodgeball, and take charge of snack and nutrition time along side VAPA partner during the PM session (after school program) at assigned FUSD regional sites. High Performance Academy staff will work with up to 80 students per rotation during both AM and PM sessions at assigned sites.</p>	Sports and Fitness	\$ 779,644
Impact Athletics	<p>Impact Athletics agrees to provide 1 four-day session of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM. Each session will service up to 40 AM and 40 PM students with a total of 80 students in grades: TK-6th.</p> <p>Visual Arts Camp: Students will learn various art mediums including painting, water colors, pastels and more. Full Breakfast will be provided daily for AM students and full lunch will be provided daily for PM students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Creative Arts	\$ 18,995

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
KLS Design	<p>KLSD agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM and PM Session: 1:00 PM - 5:00 PM. Each session will service up to 45 students in the AM program and 45 students in the PM program with a total of 180 students in grades: TK - 12th.</p> <p>Program services will include intermediate digital Ipad illustrating, graphic design, vinyl sticker making and decorating. A family engagement event will be held on January 6th, 2024 from 11:00 am - 2:00 pm, and students will get the opportunity to showcase their art at KLSD. Full Breakfast will be provided daily for AM students and full lunch will be provided daily for PM students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Creative Arts	\$ 60,830
Moreno Institute	<p>Moreno Institute agrees to provide 2 four-day sessions of Creative Arts Winter Camp Contract Off-site Pending Location Change; lower students max to 40; Cost per student?, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 12:00 PM. Each session will service up to 40 students with a total of 80 students in grades: 1st - 3rd.</p> <p>Little Scholars Winter Camp: Students will participate in multicultural arts, crafts, stories, poems, songs, rhymes, chants, and more. Full breakfast will be provided daily for students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	Creative Arts	\$ 31,668
San Joaquin River Parkway	<p>San Joaquin River Parkway agrees to provide 2 four-day sessions of STEM Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from 9:15 AM - 3:45 PM. Each session will service up to 72 students with a total of 144 students in grades: 1st - 6th.</p> <p>River Camp Winter Wonderland Camp: Students will get to experience an environmental education based camp focused on leadership, team building, the local environment, and outdoor recreation activities. Students will also participate in hiking and a low-ropes challenge. Full breakfast, lunch and a snack will be provided daily for students.</p> <p><u>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</u></p>	STEM	\$ 41,531
StudentNest	<p>StudentNest agrees to provide 2 four-day sessions of Visual and Performing Arts Winter Camp at one regional, on-site camp, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 2:30 PM and PM Session: 2:30 PM - 5:00 PM. Each session will service up to 80 students per rotation in the AM session and up to 80 students per rotation in the PM session at 6 FUSD sites and up to 100 students per rotation in the AM session and up to 100 students per rotation in the PM session at 1 FUSD site for grades: TK - 8th, with a ratio of 10 student:1 staff for TK/K and 20 students:1 staff for grades 1-8.</p> <p>Program services will include painting, drawing, learning elements of art and principles of design LOTUS app for music, and take charge of snack and nutrition time along side Sports and Fitness partner during the PM session (after school program) at assigned FUSD regional sites.</p>	Creative Arts	\$ 464,000

Extended Learning Winter Camp Enrichment Agreements - Board Meeting Date 11/01/2023

Vendor Name	Camp Name Description	Camp Theme	Contract Total Estimated Amount
T1 Sports Academy	<p>T1 Sports Academy agrees to provide 2 four-day sessions of Sports and Fitness Winter Camp at one regional, on-site camp, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from AM Session: 8:00 AM - 2:30 PM and PM Session: 2:30 PM - 5:00 PM. Each session will service up to 100 students per rotation in the AM session and up to 100 students per rotation in the PM session at 1 FUSD site for grades: TK - 8th, with a ratio of 10 student:1 staff for TK/K and 20 students:1 staff for grades 1-8.</p> <p>T1 Sports Academy campers will engage in team-building, workouts, goal-setting lead by former and current student-athletes, and take charge of snack and nutrition time along side VAPA partner during the PM session (after school program) at assigned FUSD regional site.</p>	Sports and Fitness	\$ 139,790
Teocalli Cultural Academy	<p>Teocalli Cultural Academy agrees to provide 2 four-day sessions of Creative Arts Winter Camp off-site, following the session dates and duration, Session 1: December 18 - 21, 2023 and Session 2: January 2 - 5, 2024 from Full Day: 8:00 AM - 5:00 PM. Each session will service up to 60 students with a total of 120 students in grades: TK - 6th.</p> <p>Folklorico & Hip Hop Camp: Students will participate in cultural dance, folklorico, hip hop, music and art classes, and receive a t-shirt for attending. A student showcase will be held on the last day of each camp for families to enjoy. Full breakfast, lunch and snack will be provided for students daily.</p> <p>*NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled and not operate during Winter Camp programs.</p>	Creative Arts	\$ 39,372

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM B-20

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 Overview of Governor's 2024/25 Proposed State Budget

ITEM DESCRIPTION: Governor Newsom released his 2024/25 Proposed State Budget on January 10, 2024. Staff will present an overview of the 2024/25 Proposed State Budget and the district's preliminary strategic budget development to the Board of Education on January 24, 2024.

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

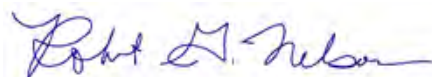
PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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







Fresno Unified
School District

Agenda Item B-20



Governor's 2024/25 Proposed State Budget

Board of Education

January 24, 2024

Overview

- ❑ State Economic Overview
- ❑ Governor's 2024/25 Proposed State Budget Highlights and Impacts
- ❑ Strategic 2024/25 Budget Development
 - ❑ Review of 2023/24 Expenditures
 - ❑ Budget and Priorities
 - ❑ Staffing Parameters
 - ❑ School Site and Department Allocations
- ❑ Reporting Timelines
- ❑ Upcoming Budget Discussions

U.S. Economic Outlook and UCLA Anderson December Forecast

Inflation is predicted to continue its decline

- UCLA Anderson (Forecast) anticipates headline inflation to fall to 2.7%

Slow economic growth

- The Forecast projected three quarters of 1.0% growth in 2024, increasing to 2.5% by 2025
- A slow growth economy is especially vulnerable to risk

A recession is no longer forecasted for the near future

Interest rate cuts are projected as early as 2024

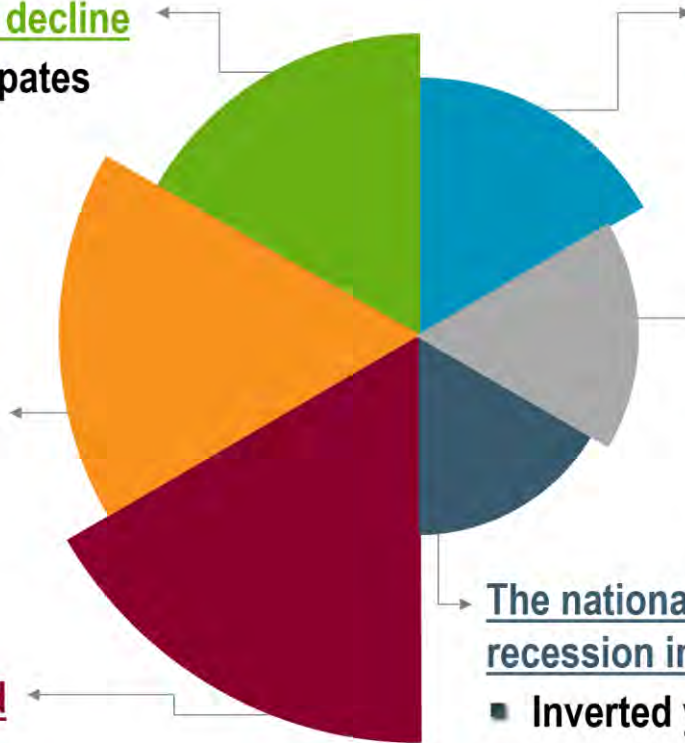
- The Forecast predicts the federal funds rate will be 4.8% by 2025

U.S. employment and income are predicted to remain strong

- The Forecast projects stable U.S. unemployment rates through 2025

The national economy is defying historical recession indicators

- Inverted yield curve
- Annual inflation falling from above 5.0% to below 3.0%

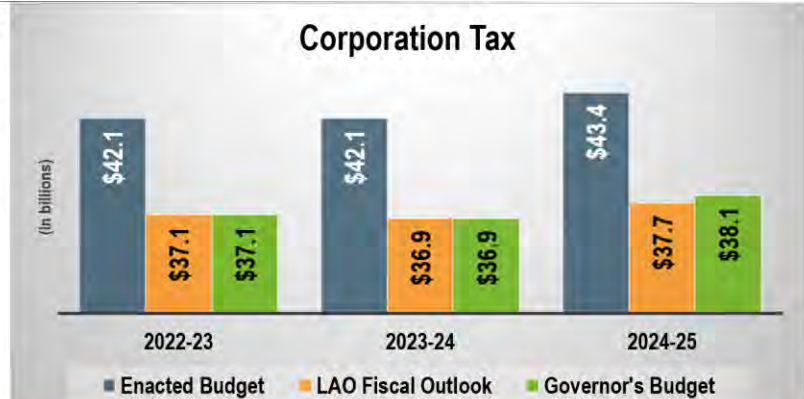


Source: SSC Governor's Proposals for the 2024/25 State Budget and K-12 Presentation, Slide 11

Big Three Taxes – Governor’s Budget vs. LAO’s Outlook



Personal income tax (PIT) and corporation tax revenue projections are significantly lower at Governor's Budget than Enacted Budget



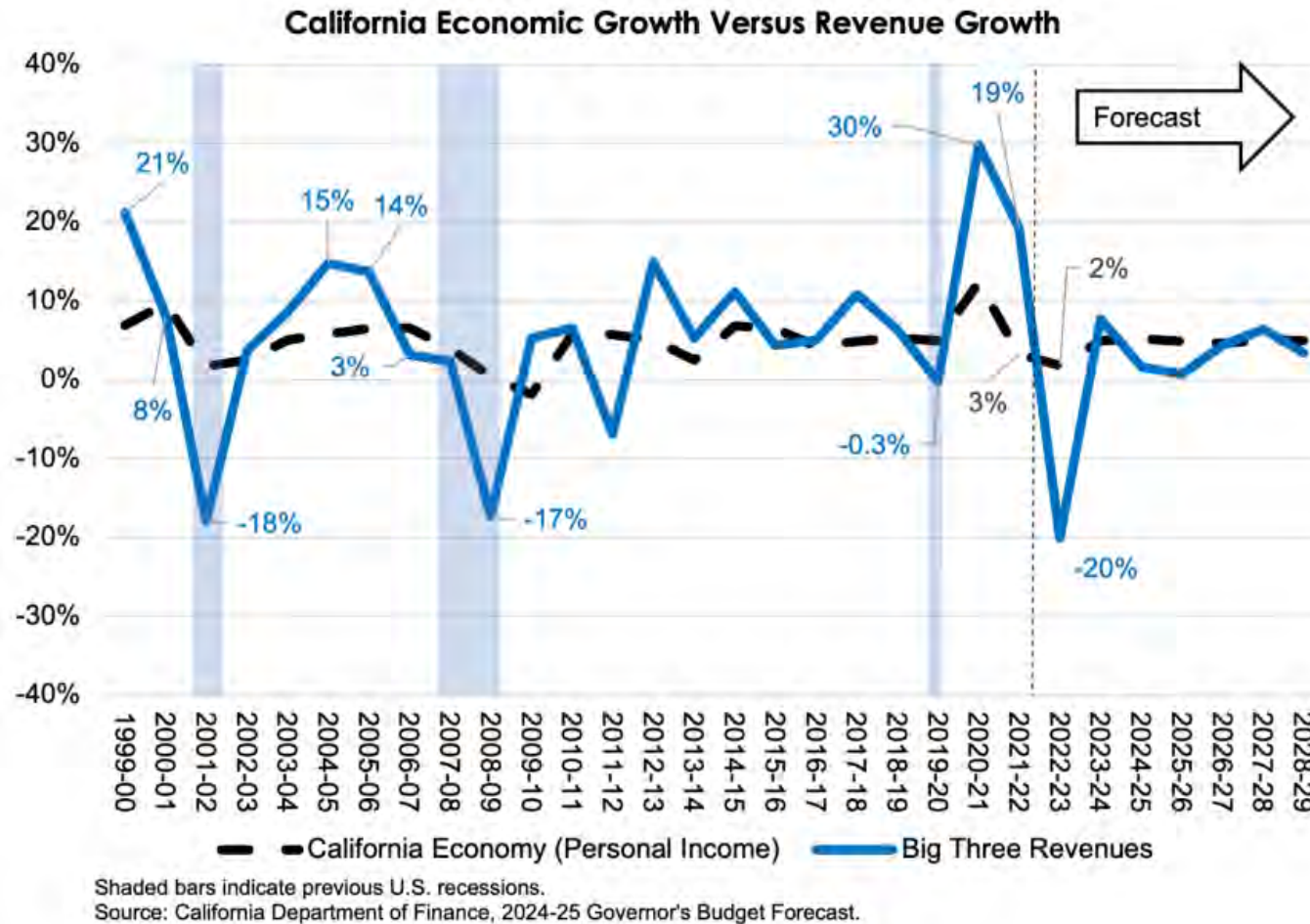
Compared to the LAO's *California's Fiscal Outlook (Outlook)*, the Governor's Budget projections for:

- PIT is \$9.1 billion and \$1.8 billion higher in 2023-24 and 2024-25, respectively
- Corporation tax is slightly higher
- Sales and use tax is higher than both LAO and 2023-24 Enacted Budget projections

Source: 2024-25 Governor's Budget Summary and LAO's *Outlook*

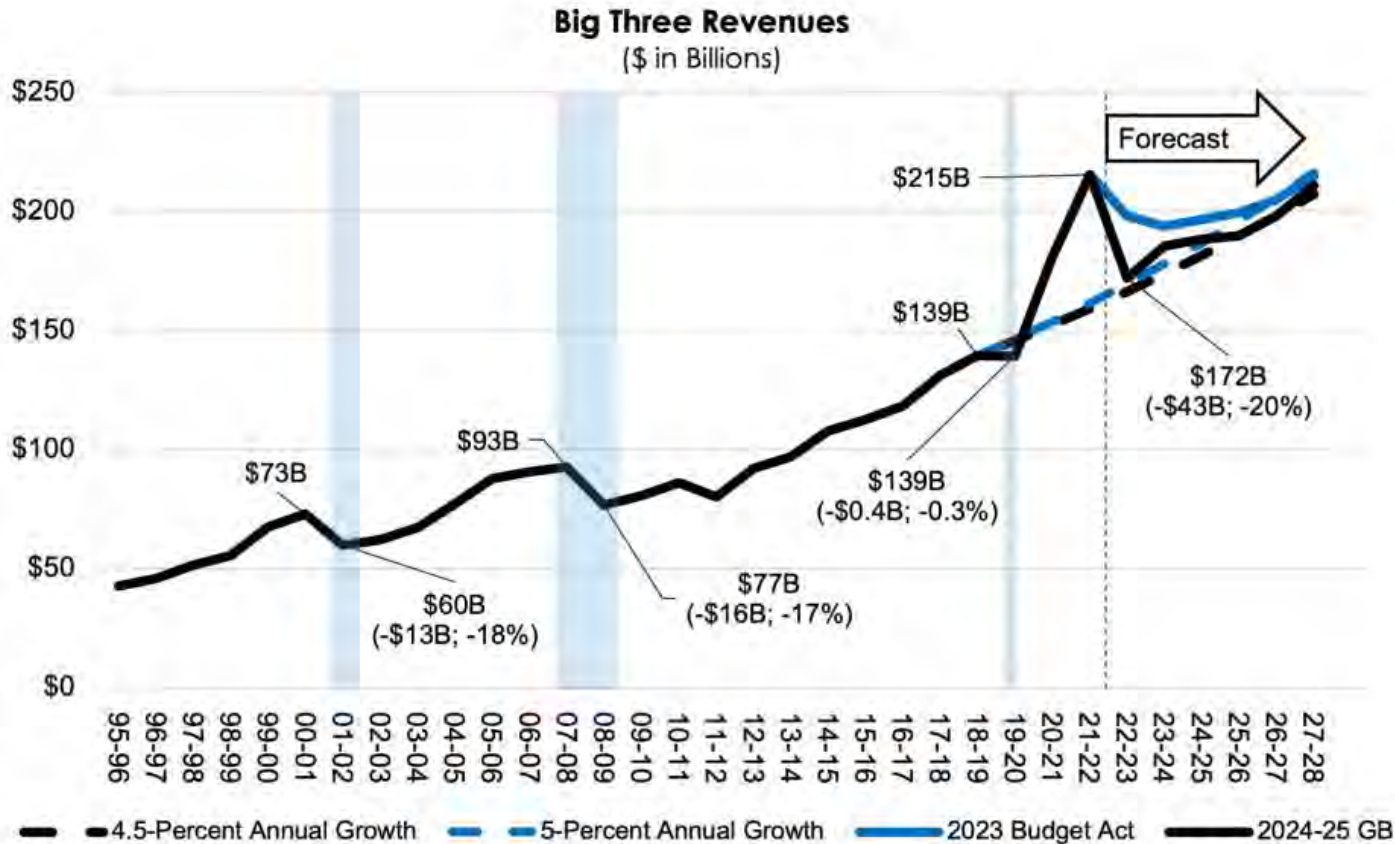
Source: SSC Governor's Proposals for the 2024/25 State Budget and K-12 Presentation, Slide 18

Revenue Volatility



Source: Governor's Budget K-12 Education, page 136

Big Three Revenues



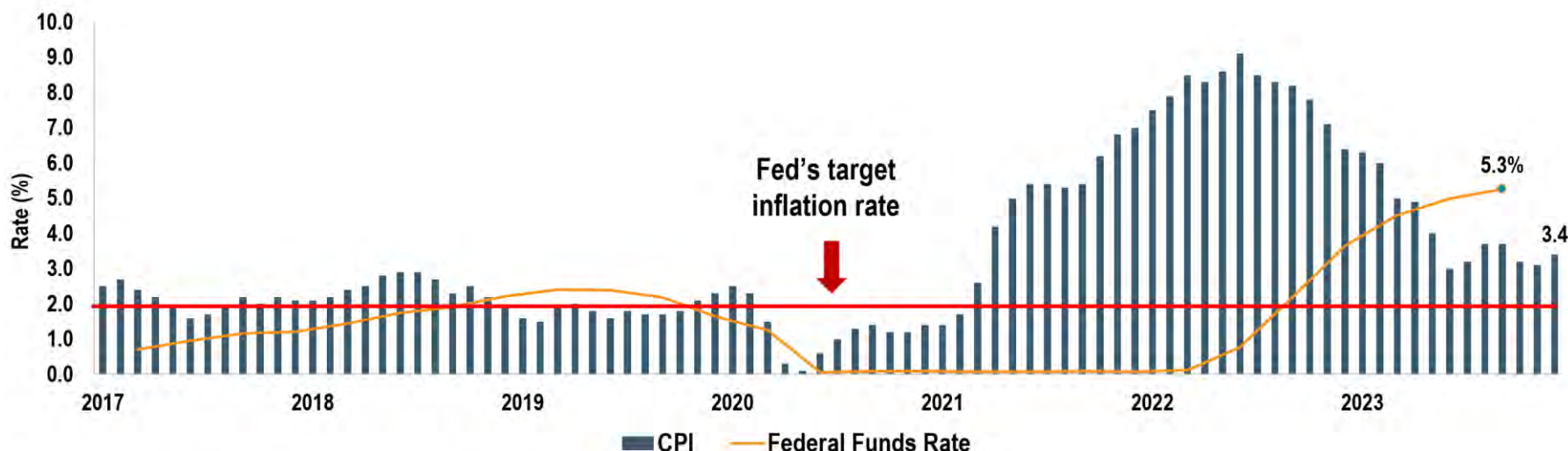
Shaded bars indicate previous U.S. recessions.

Source: California Department of Finance, 2024-25 Governor's Budget Forecast.

Source: Governor's Budget K-12 Education, page 135

Inflation and Federal Funds Rate

- U.S. headline inflation continues to ease, with December headline inflation at 3.4%
- After a series of 11 increases, the Federal Reserve (Fed) has not increased the federal funds rate since July 2023
- The Fed has consistently maintained its commitment to returning inflation to 2.0%
 - And noted the prospect of rate cuts as early as the end of 2024 if the economy performs as expected



Source: BEA and BLS Note: CPI—Consumer Price Index

Source: SSC Governor's Proposals for the 2024/25 State Budget and K-12 Presentation, Slide 14

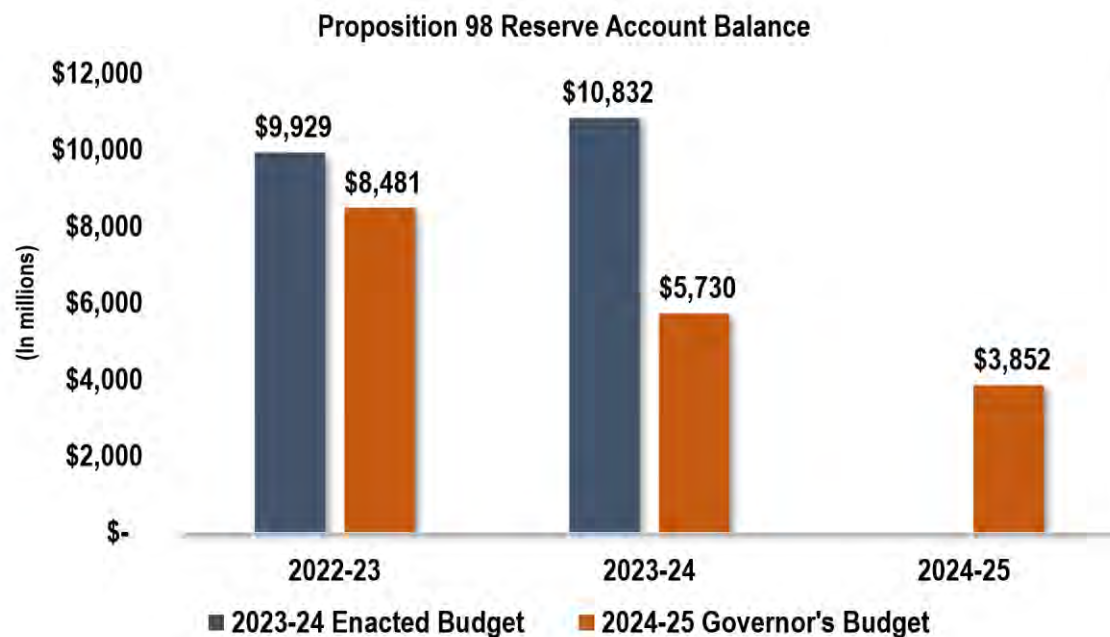
State Economic Overview

- ❑ California's Economy – *“This is a story of correction and normalization following a period of distortion.”*
- ❑ State Reserves – \$18.4 billion
 - ❑ Budget Stabilization Account \$10.2 billion – \$11.1 billion remaining
 - ❑ Proposition 98 Reserves decrease of \$5.8 billion – \$3.9 billion remaining
 - ❑ Safety Net Reserve decrease \$900 million – \$0 million remaining
 - ❑ Special Fund for Economic Uncertainties – \$3.4 billion remaining
- ❑ Unemployment Rates as of November 2023
 - ❑ National – 3.7% (prior year 3.6%)
 - ❑ State – 4.9% (prior year 4.1%)
 - ❑ Fresno County – 7.6% (prior year 6.3%)

Proposition 98 Reserve

- California's Constitution determines deposits into and withdrawals from the Proposition 98 reserve
- The proposed withdrawals are discretionary and require the declaration of a budget emergency

Deposits and Withdrawals (In millions)		
Fiscal Year	2023-24 Enacted Budget	2024-25 Governor's Budget
Deposits		
2022-23	\$1,787	\$339
2023-24	\$903	\$288
2024-25	-	\$752
Withdrawals		
2022-23	-	-
2023-24	-	\$3,039
2024-25	-	\$2,630



Source: SSC Governor's Proposals for the 2024/25 State Budget and K-12 Presentation,
Slide 27

Governor's 2024/25 Proposed State Budget

Local Control Funding Formula (LCFF) – (\$11.5 million) for COLA of 0.76%

- ❑ Decrease mainly due to ADA loss (3-year prior average)
- ❑ Proposal for instructional continuity to allow districts to provide attendance recovery opportunities

Special Education – \$400,000 for COLA of 0.76%

PERS – \$1.4 million additional costs for statutory increases (no change to STRS rate)

Health/Welfare – \$0 flat rate for 2024/25 and 2025/26

Workers' Compensation – \$2.7 million reduced cost to fund at 90%

Governor's 2024/25 Proposed State Budget

Career Technical Education

- Executive Order to develop and submit proposed Master Plan by October 1, 2024

Learning Recovery Block Grant

- No reductions proposed, however, change use of these funds to focus remaining funds on students most impacted by learning loss
- The Local Control and Accountability Plan (LCAP) will guide the process

Educator Pipeline

- California Commission on Teaching Credentialing is to create a new Elementary Arts and Music Education authorization as an additional Career and Technical Education credential

Early Childhood Education

- Maintain reimbursement rates of \$53.7 million
- Delay \$10 million from the Preschool Inclusion Grant Program until 2026/27
- Reduce allocation of facility bonds from \$875 million to \$375 million

Facilities

- Delay Transitional Kindergarten and Full-Day Kindergarten Facilities of \$550 million to 2025/26
- State-wide election bond initiative to be placed on November 2024 ballot

Projected Employer Pension Increases

CALSTRS

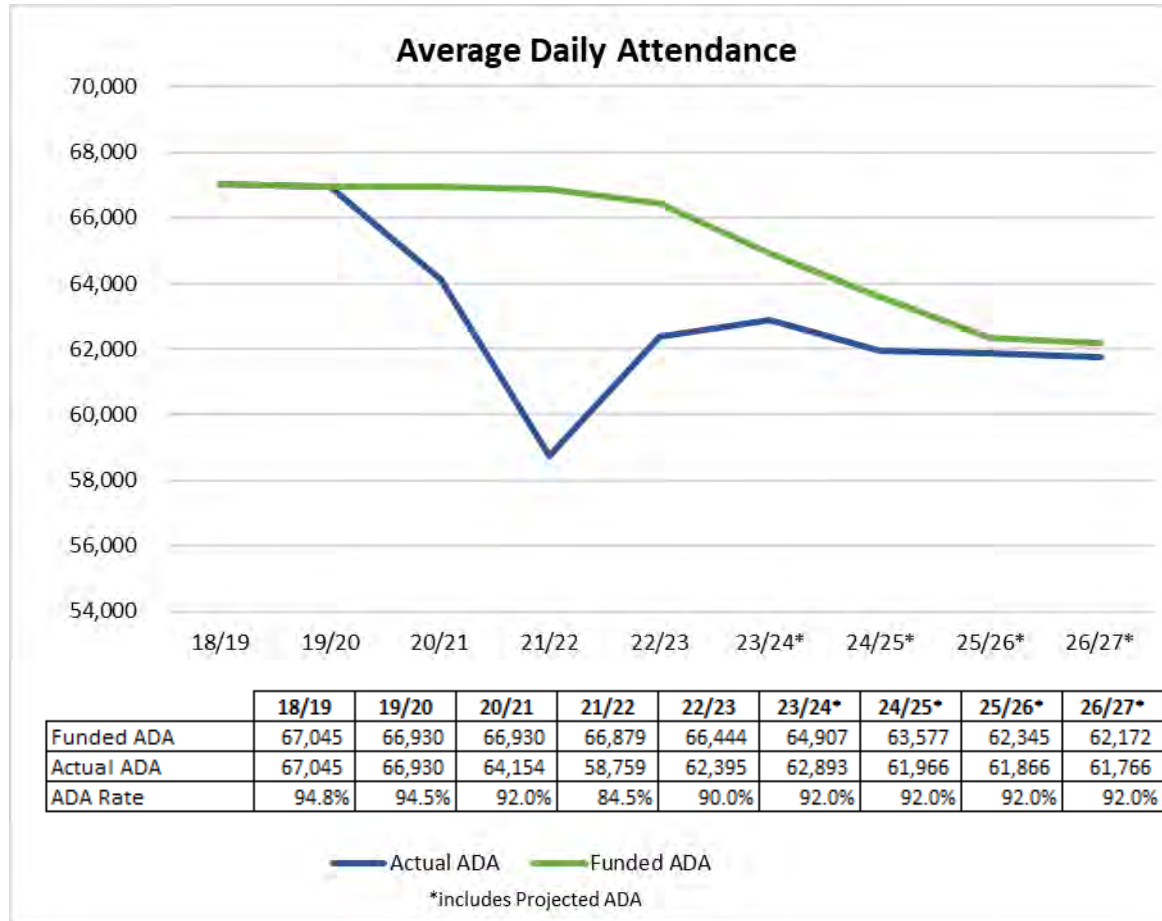
- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- 2022/23 – 19.10%
- 2023/24 – 19.10%
- **2024/25 – 19.10%**
- 2025/26 – 19.10%
- 2026/27 – 19.10%

CalPERS

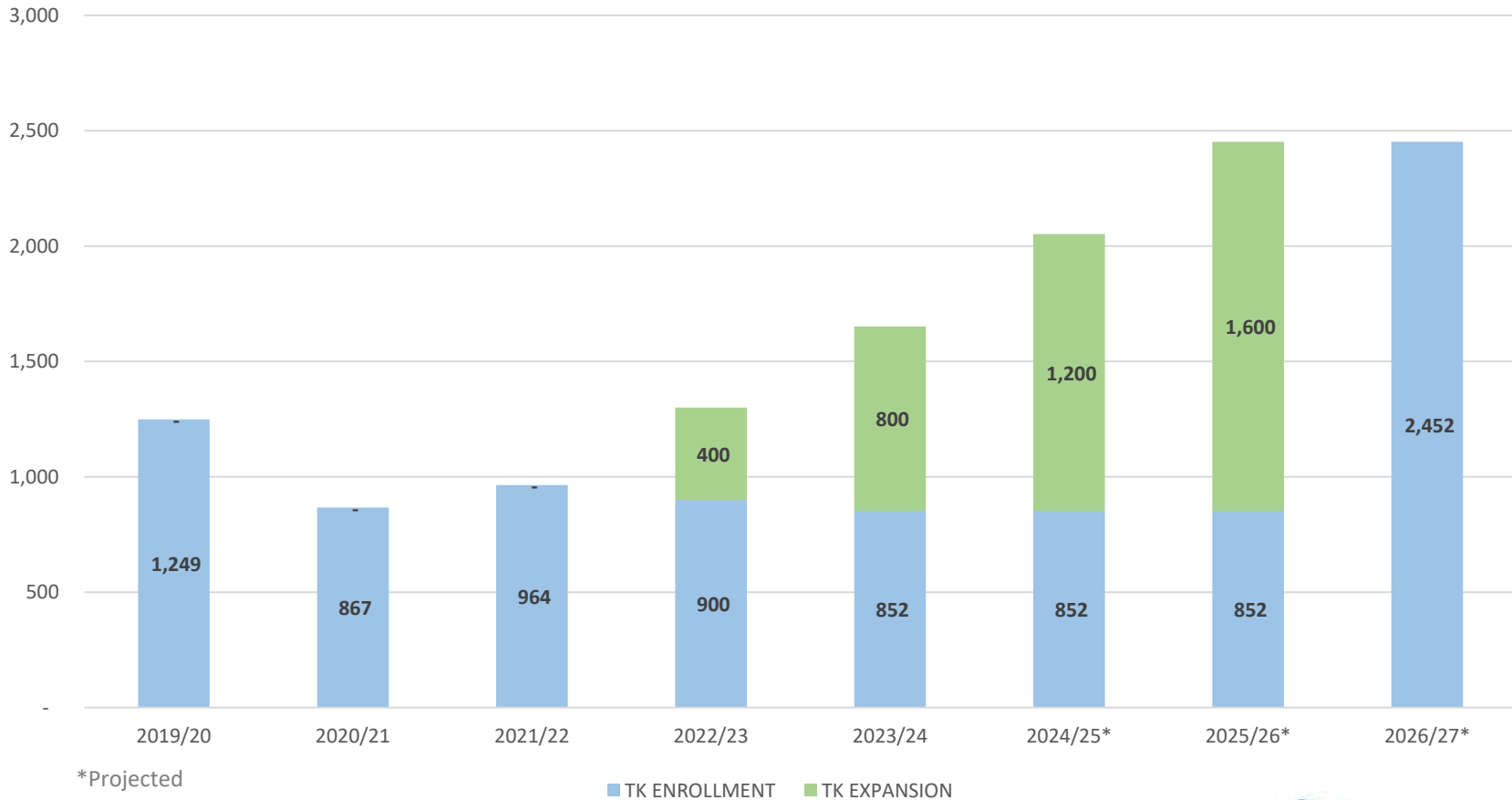
- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- 2021/22 – 22.910%
- 2022/23 – 25.370%
- 2023/24 – 26.680%
- **2024/25 – 27.800%***
- 2025/26 – 28.500%*
- 2026/27 – 28.900%*



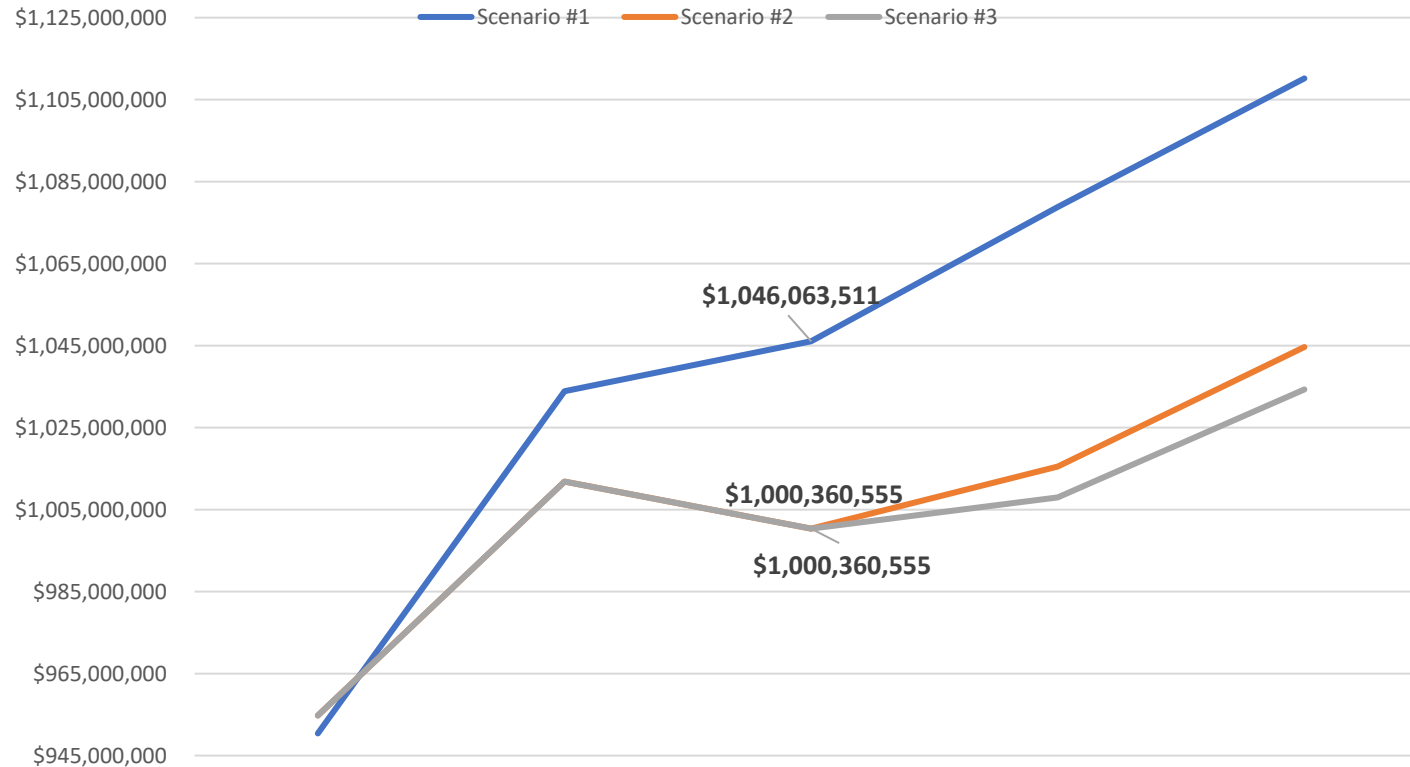
Average Daily Attendance



Transitional Kindergarten Impact on Enrollment

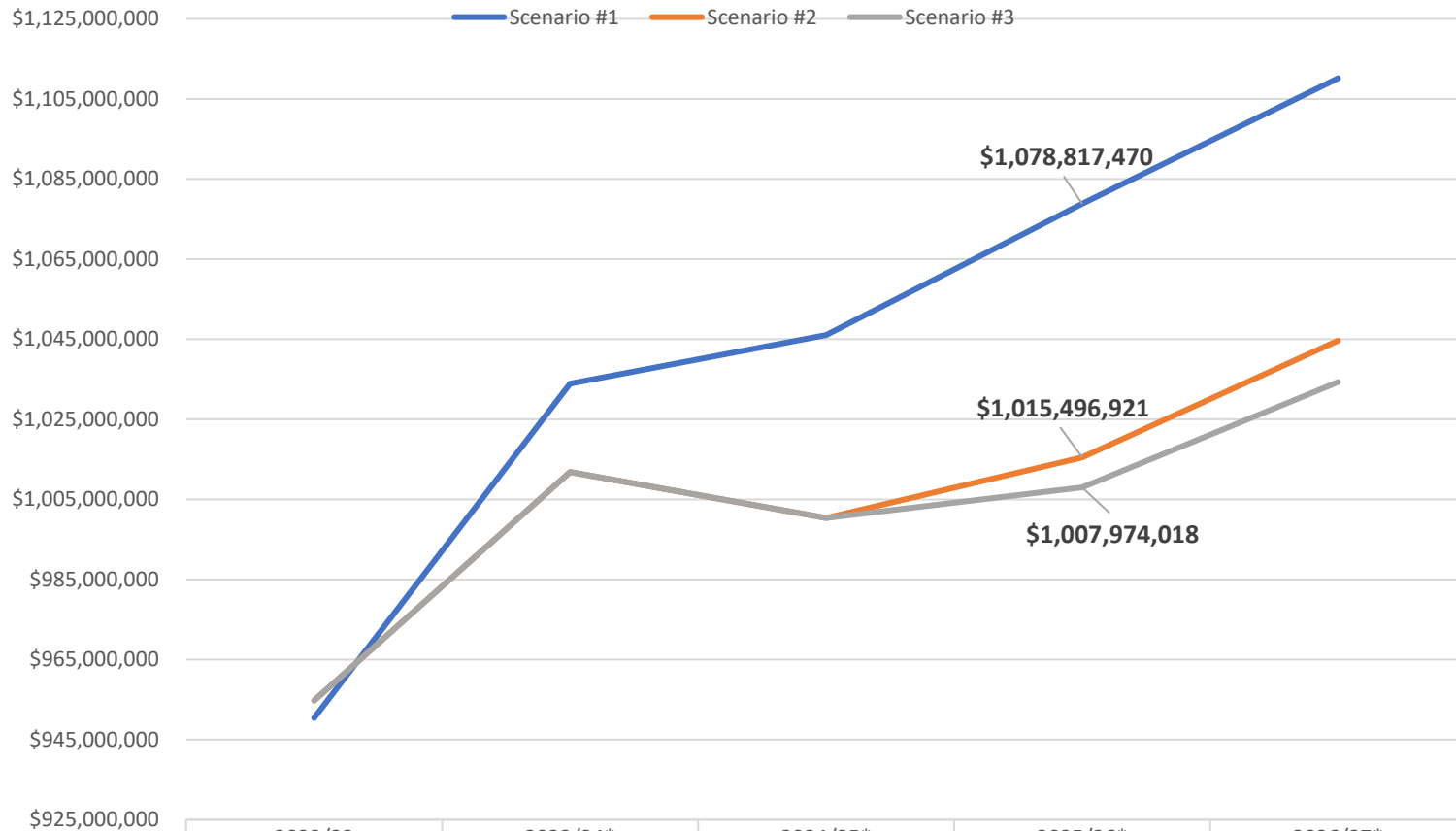


2024/25 Enrollment Impact on LCFF



	2022/23	2023/24*	2024/25*	2025/26*	2026/27*
Scenario #1	\$950,422,953	\$1,033,893,668	\$1,046,063,511	\$1,078,817,470	\$1,110,173,908
Scenario #2	\$954,781,312	\$1,011,841,433	\$1,000,360,555	\$1,015,496,921	\$1,044,647,456
Scenario #3	\$954,781,312	\$1,011,841,433	\$1,000,360,555	\$1,007,974,018	\$1,034,308,897

2025/26 Enrollment Impact on LCFF



	2022/23	2023/24*	2024/25*	2025/26*	2026/27*
Scenario #1	\$950,422,953	\$1,033,893,668	\$1,046,063,511	\$1,078,817,470	\$1,110,173,908
Scenario #2	\$954,781,312	\$1,011,841,433	\$1,000,360,555	\$1,015,496,921	\$1,044,647,456
Scenario #3	\$954,781,312	\$1,011,841,433	\$1,000,360,555	\$1,007,974,018	\$1,034,308,897

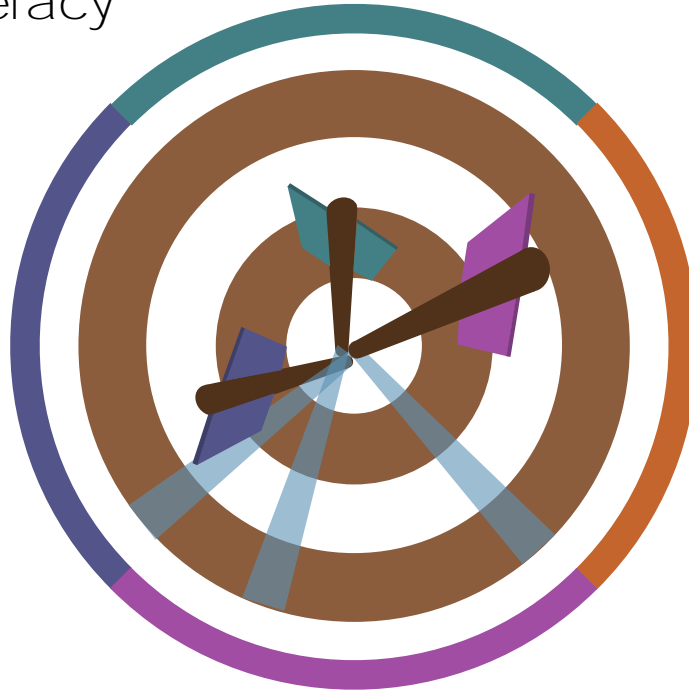
Strategic 2024/25 Budget Development

Guiding Strategic Budget Development Principles

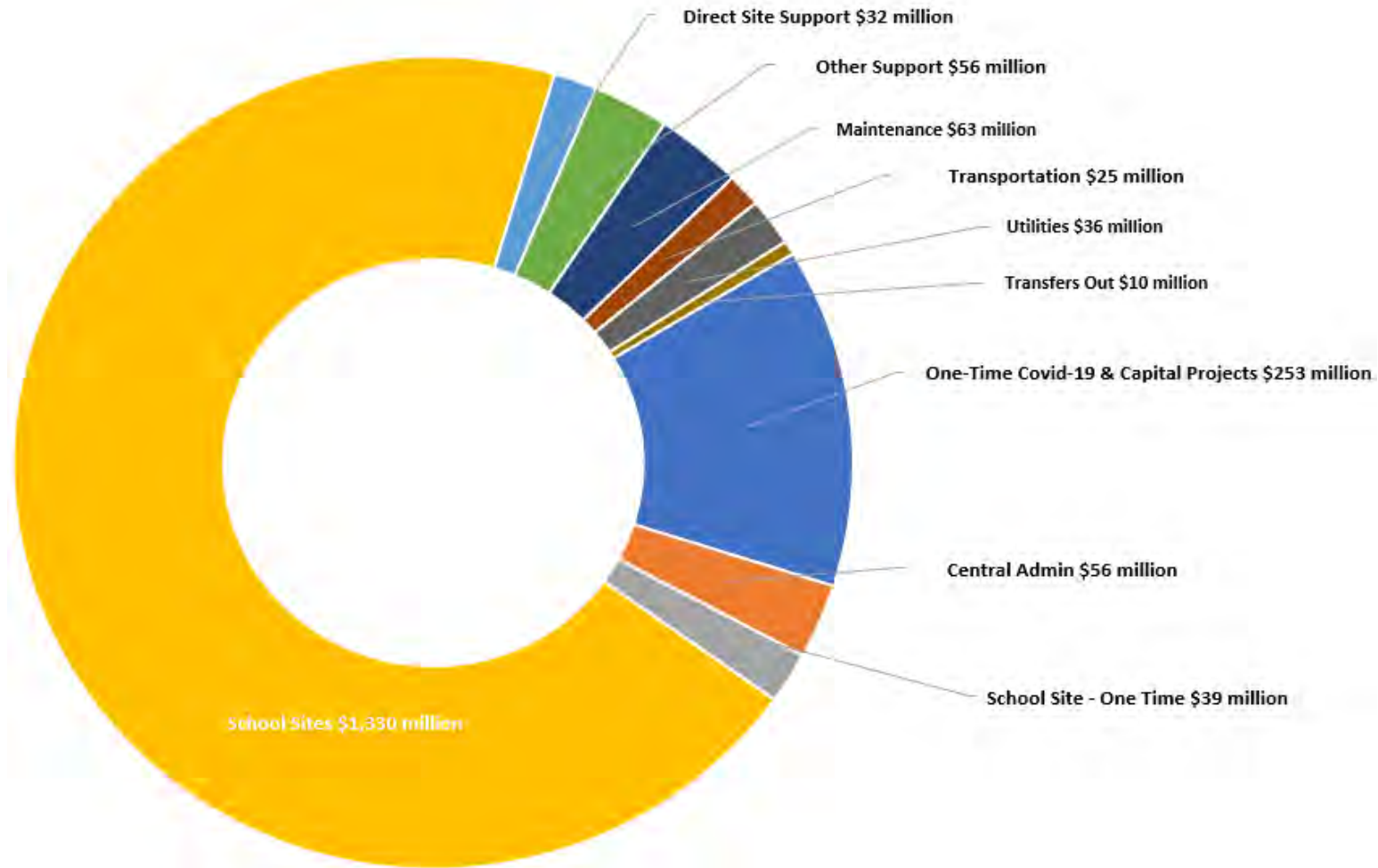
- Comprehensive Literacy Intervention (TK to First Grade)
- Competitive Employee Compensation
- Prudent Fiscal Responsibility

Board/Community Focus Areas & Strategic Planning

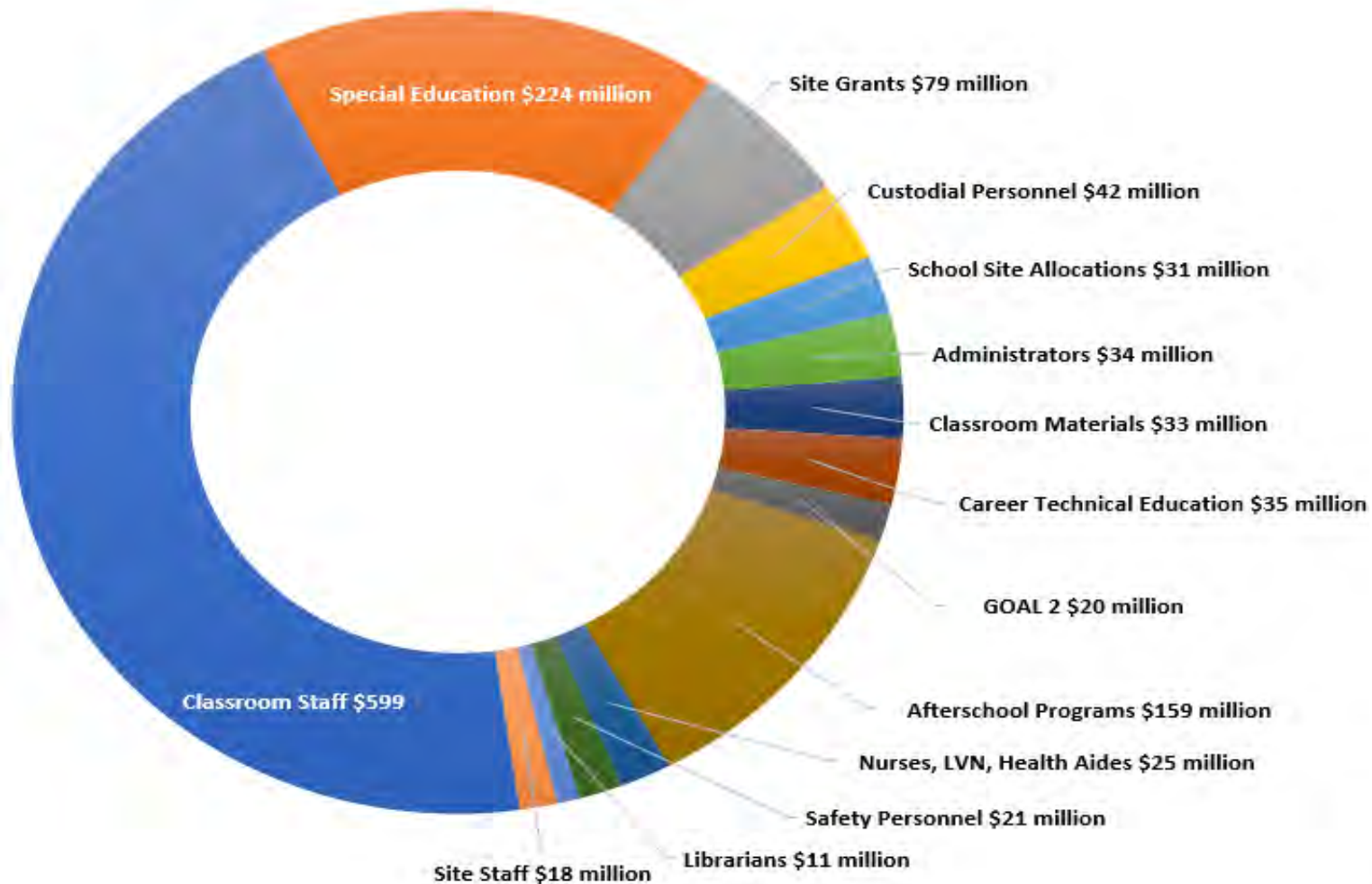
- Early Learning Expansion
- Special Education Inclusion
- Leadership Development
- A-ROI



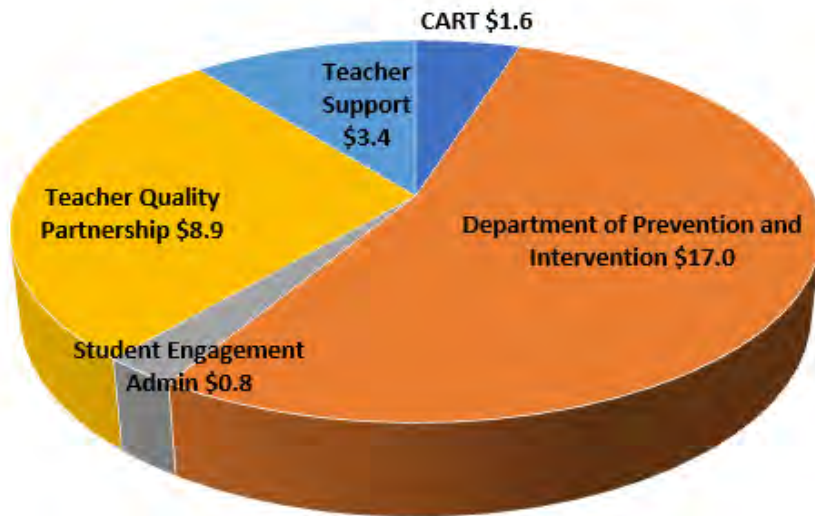
2023/24 General Fund Budget – \$1.9 billion



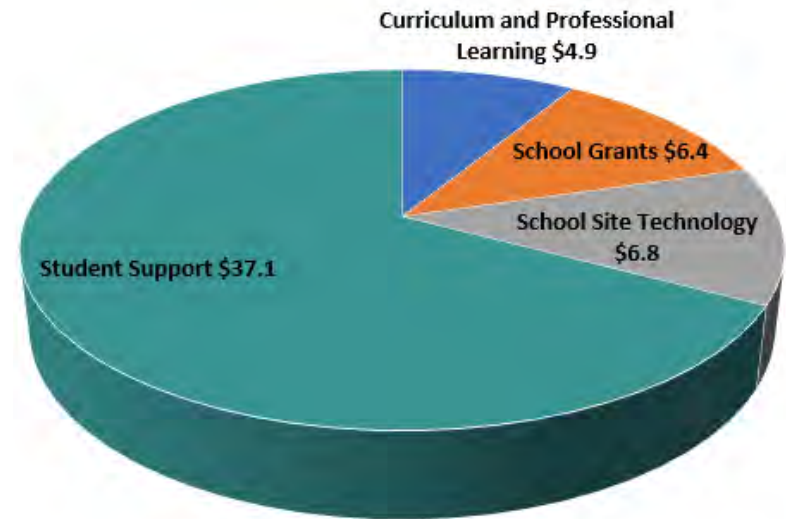
2023/24 School Sites – \$1.3 billion



2023/24 School Site Support – \$70 million



Total Direct Site Supports – \$31.7 million



Total Other Supports – \$55.2 million

2024/25 Elementary School Staffing

Description	Elementary School Baseline Staffing
Classroom Teachers	<p>TK = 1 teacher to 24 students</p> <p>K to 3rd Grade = 1 teacher to 23 students (was 24)</p> <p>4th to 6th Grade = 1 teacher to 28 students (was 29)</p> <p>Elimination of combination classes in TK-6th grade where sufficient permanent classrooms are available</p> <p>Teacher choice of augmentation aide or up to \$5,000 annual stipend if exceeding Classroom Guidelines of 1-3 students or 4 or more students</p>
Additional Teachers	<p>Designated Schools = 1 additional certificated FTE</p> <p>Instructional Coach</p>
Classroom Aides	Kindergarten classrooms = 2 to 3 (6-hour aides)
Custodial	3 to 5 FTE based on school square footage
Safety	Campus Safety - .75 FTE to 1.0 FTE
Clerical	<p>Office Manager</p> <p>Office Assistant(s) = 1 to 2 FTE</p> <p>Library Technician</p> <p>Home School Liaison</p>
Health Care Professionals	<p>Registered Nurse (1 to 3 days/week)</p> <p>Licensed Vocational Nurse or Health Assistant (2 to 4 days/week)</p> <p>Staffing based on student medical support needs</p>
Administration	<p>Principal</p> <p>1 to 2 Vice Principals</p>

2024/25 Middle School Staffing

Description	Middle School Baseline Staffing
Classroom Teachers	1 teacher to 27 students (was 28) Teacher choice of augmentation aide or up to \$5,000 annual stipend if exceeding Classroom Guidelines of 1-3 students or 4 or more students
Additional Teachers	Middle School Redesign = 1 to 8 certificated FTE Transition Teacher = 1 FTE Campus Culture = 0.4 FTE School Climate = 0.6 FTE
Safety	Campus Safety Assistants = 3 to 4 FTE
Custodial	4 to 7 FTE based on square footage
Clerical	Office Manager Office Assistant = .4375 to 2 FTE Attendance Records Assistant Library Technician Home School Liaison
Health Care Professionals	School Psychologist Registered Nurse = 1.0 FTE Licensed Vocational Nurse or Health Assistant (2 to 3 days/week) Staffing based on student medical support needs
Administration	Principal 1 to 2 Vice Principals Guidance Learning Advisor (GLA) Counselor 2 to 2.6 FTE

2024/25 High School Staffing

Description	High School Baseline Staffing
Classroom Teachers	1 teacher to 28 students (was 29) Teacher choice of augmentation aide or up to \$5,000 annual stipend if exceeding Classroom Guidelines of 1-3 students or 4 or more students
Additional Teachers	Professional Learning Updraft System "PLUS" Teams = 2 to 3 FTE Targeted Improvement Actions = 5 to 7 FTE Librarian
Safety	School Resource Officer and Probation Officers Campus Safety Assistants = 7 to 11
Custodial	6 to 15 FTE based on square footage 2 FTE based on Physical Education
Clerical	Office Manager, Registrar, Assistant Registrar and Financial Technician Office Assistant = 1 to 5 FTE Attendance Records Assistant = 2 FTE Library Technician Resource Counseling Assistant
Health Care Professionals	Registered Nurse = 1.0 FTE Licensed Vocational Nurse = .875 to 1.75 FTE (based on medical support needs)
Administration	Principal Vice Principals = 2 to 6 FTE Counselors = 3 to 11 FTE Campus Culture Director and Athletic Director

2024/25 School Site Allocations

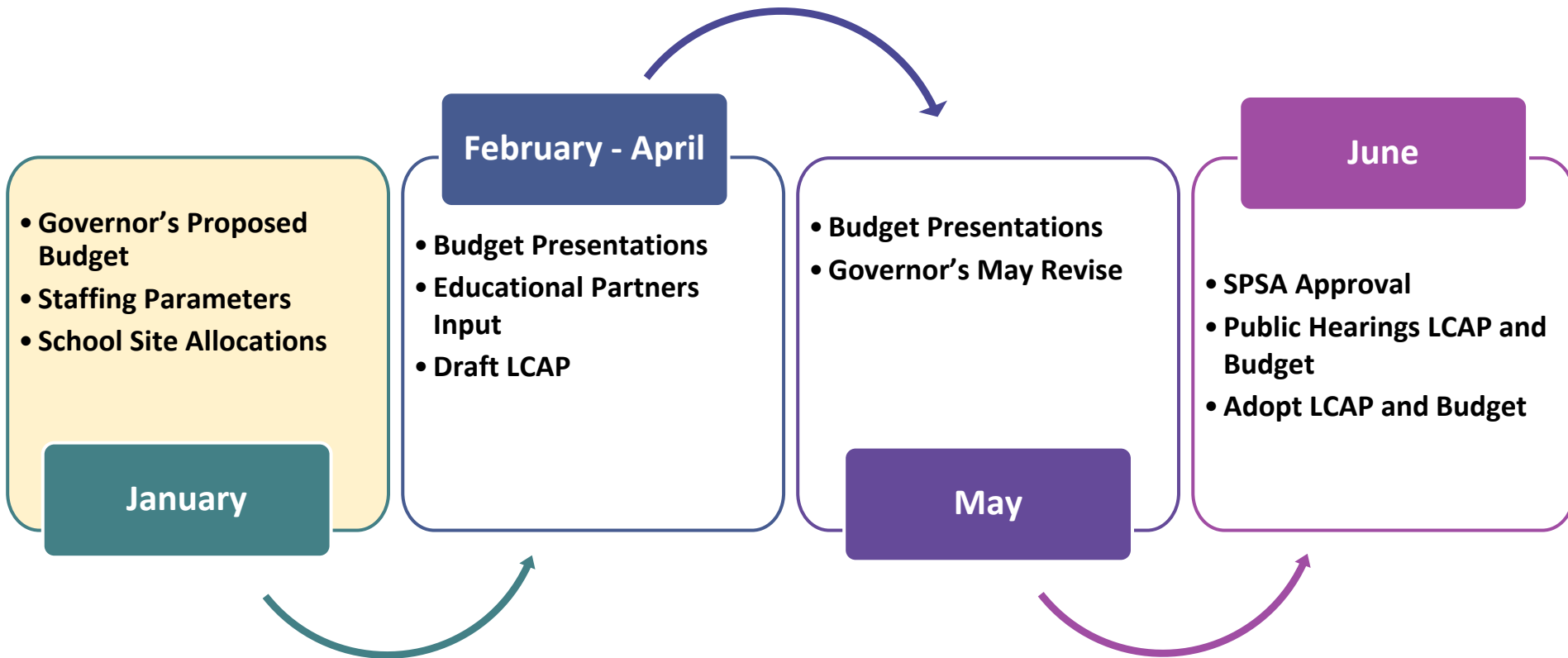
Recommended Allocations

- ❑ Allocated based on enrollment and count of disadvantaged students
- ❑ Prioritized by each School Site Council (SSC)
- ❑ Planned for in the School Plan for Student Achievement (SPSA) – \$36.6 million
 - ❑ Title I – \$7.7 million
 - ❑ LCFF – \$28.9 million

Other School Site Allocations

- ❑ Instructional Supplies and Library Funds – \$5.0 million (est.)
- ❑ Extra Curricular and Co-Curricular – \$18.4 million (est.)

Financial Reporting Timelines



Upcoming Budget Discussions

- ❑ Board Presentations – LCAP and Budget
 - ❑ February through May
- ❑ Governor's May Revise
 - ❑ May 2024
- ❑ Public Hearing & Adoption of LCAP & Budget
 - ❑ June 2024