



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

AGENDA
WEDNESDAY, FEBRUARY 21, 2024
***4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets – entrance on "N" street. Board meeting attendees without key cards should report to the parking booth 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).
 - a. Principal
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)).

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

PLEDGE OF ALLEGIANCE

Students from Fresno High School 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 February 07, 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 February 07, 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, APPROVE Position and Adopt New Job Description for Purchasing Technician II and the Classified Hourly Salary Schedule 260 Duty Days

Included in the Board binders are the new job description of Purchasing Tech II and the Classified Hourly Salary Schedule 260 Duty Days with Purchasing Tech II placement on G-36. This position is responsible for processing and expediting purchase orders and requisitions in a reasonable, timely and efficient manner to meet the needs of students and staff; perform other duties in support of an assigned part of the purchasing function to provide timely delivery of professional services and contracting support for other services to ensure the financial viability of the district. Assist buyers with public work construction bids including but not limited to bond measure projects, prioritization of work, meeting deadlines and complex processes. This position is designated Classified, non-exempt, and placed on G-36 of the Classified Salary Schedule. 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-5, APPROVE Revised Job Description for Purchasing Technician I and the Classified Hourly Salary Schedule 260 Duty Days

Included in the Board binders are the revised job description of Purchasing Tech I and the Classified Hourly Salary Schedule 260 Duty Days Salary Schedule with Purchasing Technician I with placement on G-34. This position is responsible for processing and expediting purchase orders and requisitions in a reasonable, timely and efficient manner to meet the needs of students and staff. This position is designated Classified, non-exempt, and placed on G-34 of the Classified Salary Schedule. This revised job description reflects inclusion of language which more specifically identifies the duties of a Purchasing Tech I in the Purchasing Department. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Purchasing Department Budget. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE Revised Job Description for Noon Time Assistant

Included in the Board binders is the revised job description of Noon Time Assistant. This position is responsible for assisting the school site staff by supervising pupils in cafeteria areas and on playgrounds during breakfast, lunch and recess periods, and other site areas as assigned. This position is designated Classified, non-exempt, and placed on G-01 of the Classified Salary Schedule. This revised job description reflects inclusion of language which more specifically identifies support of Nutrition Services personnel with daily meal activities. 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-7, APPROVE Design Science Middle College High School Graduation Date Change

Included for Board consideration and approval is a graduation date change for Design Science Middle College High School to Tuesday, May 21, 2024, due to a change of date for the Fresno City College graduation ceremony. A significant number of graduating seniors actively engage in the Fresno City College graduation ceremony and have earned the privilege to participate in both ceremonies and will receive their associate degree and their high school diploma the following day. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-8, APPROVE Graduation Agreements for the Class of 2024

Included in the Board binders are four agreements for the Class of 2024 graduation ceremonies. The agreements include facilities, health/safety protocols, audio-visual services, staging, additional seating, floral, and senior clear recognition/safety bags to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre. Design Science, McLane, Rata, and the Adult Transition Program will host graduation ceremonies at their own sites.

Duncan will utilize McLane Stadium again this year for their graduation ceremony. Fresno Adult School, DeWolf, J.E. Young, Cambridge, eLearn Academy, and Patiño will host graduation at the Saroyan Theatre. Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside will host graduation at the Save Mart Center. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$298,869 are available in the Student Engagement Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-9, APPROVE Agreement with Harrison Peters, Men of Color in Educational Leadership

Included in the Board binders is an agreement with Harrison Peters, Men of Color in Educational Leadership to develop a mentor training program that supports the mentoring of aspiring leaders. This agreement aims to provide coaching to mentors as they work with their mentees. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$48,875 are available in the Leadership Development Budget. Contact person: David Chavez, telephone 457-3548.

A-10, APPROVE Agreement with Kraw Law Group, APC

Included in the Board binders is an agreement with Kraw Law Group, APC, to provide legal consulting services to the Joint Health Management Board (JHMB). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$180,000 per year are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-11, APPROVE Addendum to Agreement with the Touchstone Family Development Center

Included in the Board binders is an addendum to the agreement with Touchstone Family Development Center in the amount of \$18,750. The Touchstone Family Development Center provides mental health services to parents of children enrolled in the Lori Ann Infant Program. This agreement was projected to serve 360 students. With the growing number of students that need services, an increase is needed as the district will surpass the originally agreed upon hours of services. The requested increase would serve an additional 187 students for a total of 547 students and ensure parents have access to mental health services within the Lori Ann Infant Program through June 30, 2024. The agreement will not exceed the new total of \$54,750. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$18,750 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-12, APPROVE Addendum to Agreement with Arbinger Institute

Included in the Board binders is an addendum to the agreement with Arbinger Institute to cover additional seminar dates requested to provide professional learning for leaders who did not attend the original seminar dates in July of 2023. Arbinger Institute specializes in providing innovative approaches to leadership, inclusion, and employee performance.

Arbinger Institute's services will provide professional development for multiple district departments with the addition of two more seminars. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$24,505 are available in the Chief Academic Office Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, APPROVE Grant Application to the 2024 Fresh Fruit and Vegetable Program

Included for Board consideration and approval is a grant application to the 2024 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 70 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages. The Superintendent recommends approval. Fiscal impact: The grant will fund \$50 – \$75 per student for the purchase of fruits and vegetables. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Award of Bid 24-40, Center for Professional Development Concrete Masonry Block Wall Installation

Included in the Board binders is information on Bid 24-40, Center for Professional Development Concrete Masonry Block Wall Installation. The project consists of replacing existing chain link fencing with an 8 ft. masonry block wall at the north and west property line to increase site security and deter theft/vandalism. Staff recommends award to the lowest responsive, responsible bidder: Harris Development Corp., dba HBC Enterprises (Clovis, California) \$574,712. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$574,712 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 24-41, Sunset and Viking Elementary Schools Heating, Ventilation, Air Conditioning, Energy Management System, and Boiler Replacements

Included in the Board binders is information on Bid 24-41, Sunset and Viking Elementary Schools Heating, Ventilation, Air Conditioning, Energy Management System, and Boiler Replacements. This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) \$2,072,016. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,072,016 are available in the Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 24-42, Sunnyside High School Chillers

Included in the Board binders is information on Bid 24-42, Sunnyside High School Chillers. The bid consists of the purchase of two chillers. The existing chillers are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts. Staff recommends award to the lowest responsive, responsible bidder: DMG Central Valley, LLC (Orange, California) \$455,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$455,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposal 24-32, Network Equipment for Internal Connections

Included in the Board binders is information on Request for Proposal (RFP) 24-32, to replace and/or upgrade network equipment across school sites and facilities. This RFP allows for purchase of equipment to keep the network current like wireless access points, network switches, a Dense Wavelength Division Management (DWDM) solution, Uninterrupted Power Supply Units, Voice over Internet Protocol (VoIP) phones, and professional services. Based on extensive review, staff recommends award to the best value vendor: Development Group, Inc., (Redding, CA) \$4,995,784. The Superintendent recommends approval. Fiscal impact: E-Rate Eligible equipment and services are expected to be \$4,941,079. The district's portion at 15% plus the cost of non-E-Rate Eligible equipment and services are expected to be \$795,867 and will be covered through the Technology Services Department E-Rate Fund and \$4,199,917 is expected to be provided through the Federal E-Rate Program. Contact person: Tami Lunderg, telephone 457-3868.

A-18, APPROVE Award of Request for Proposal 24-37, Francine and Murray Farber Educational Campus Furniture

Included in the Board binders is information on Request for Proposal (RFP) 24-37, Francine and Murray Farber Educational Campus Furniture. This project will provide furniture for the classroom spaces, office spaces, a student union, and outdoor seating areas. The evaluation panel, comprised of Fresno Unified site administrators and the Facilities Department, recommends award to the best value vendor(s): Section A - Meteor Education (Gainesville, FL) \$1,566,903; and Section B - Core Business Interiors, Inc. (Fresno, CA) \$64,085. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,630,988 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-19, APPROVE Award of Request for Qualifications 24-05, Special Education Services

Included in the board binders is information on Request for Qualifications (RFQ) 24-05, Special Education Services, to qualify vendors for service such as Speech Language Pathologist, Speech Language Pathologist Assistant, Inclusion Specialist, Sign Language Interpreter, Occupational Therapist, Physical Therapist, Orientation and Mobility Specialist, Adapted Physical Education Specialist, Orthopedic Impairment Specialist, Academic Tutor, Registered Behavior Technician, Board Certified Behavior Analyst, School Psychologist, Psychologist, Paraeducator, Non-Public School Education, Behavior Interventionist, and Educationally-Related Mental Health Services provider in the categories of Professional Development and Indirect/Direct Student Services. Successful implementation and delivery of services will include documented delivery of services, data collection supporting individual student growth in line with the Individualized Education Program (IEP) and compliant IEPs that include documentation of data collected supporting present levels. The term is for five years and will begin upon Board approval. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$21,500,000 are available in the Special Education State, Federal and Local Budgets. Contact person: Natsha Baker, Ed.D., telephone 457-3731.

A-20, APPROVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for seven Board Policies (BP) and one Administrative Regulation (AR) as follows:

- BP 1160 Political Processes
- BP 2300 Conflict of Interest Code: Designated Personnel (DELETION)
- BP 5131.2 Anti-Bullying
- BP 5141.52 Suicide Prevention
- AR 5144.1 Suspension and Expulsion/Due Process
- BP 5145.3 Nondiscrimination/Harassment
- BP 5145.7 Sexual Harassment
- BP 6174 Education for English Learners

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

A-21, RATIFY Agreement with Leadership Associates

Included in the Board binders is an agreement with Leadership Associates to facilitate a series of community listening sessions and conduct an online survey to solicit input from our students, staff, parents/guardians, and our community.

The information generated from these sessions and the survey will be used to develop a profile which indicates desired qualities and characteristics of the next superintendent. Leadership Associates will summarize all input into a comprehensive written report and will act in an advisory capacity to the Board of Education. Ratification required due to necessity to initiate services in early February. The Superintendent recommends ratification. Fiscal Impact: Sufficient funds in the amount of \$40,000 are available in the Board Office budget. Contact Person: Ambra O'Connor, telephone 457-3838.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

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

B-22, DISCUSS and APPROVE the Revision to the 2023/24 Declaration of Need for Fully Qualified Educators

Included in the Board binders is a request to add to the previously approved 2023/24 Declaration of Need for Fully Qualified Educators. The updated Declaration of need will include the Business Authorization for Single Subject Limited Assignment Permit. Annually, the District adopts the Declaration of Need for Fully Qualified Educators, which certifies there may be an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed on the Declaration. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David, Chavez, telephone 457-3548.

***7:05 P.M.**

B-23, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023/24 School Year Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employee Association, Chapter 143

Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and California School Employees Association, Chapter 143. In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative. The Superintendent recommends ratification. Fiscal impact: The estimated cost is included in the disclosure agreement. Contact person: David Chavez, telephone 457-3548.

***7:10 P.M.**

B-24, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023- 2026 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School District and International Association of Machinist & Aerospace Workers

Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and International Association of Machinist & Aerospace Workers. In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative. The Superintendent recommends ratification. Fiscal impact: The estimated cost is included in the disclosure agreement. Contact person: David Chavez, telephone 457-3548.

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

B-25, PRESENT and DISCUSS the Local Control and Accountability Plan Educational Partner Feedback and the Mid-Year Report

Included in the Board binders are the Local Control and Accountability Plan (LCAP) Mid-Year Reports for Fresno Unified School District outlining: all available outcome data as identified in the current year LCAP; and all available expenditure data by action as identified in the current year LCAP. Two mid-year reports are presented to the Board of Education. The first report outlines all available outcome data organized by metrics in the LCAP that are completed, in progress, and not started. The second report outlines all available expenditure data organized by action in the LCAP, indicating implementation status of completed, in progress, and not started. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-26, RECEIVE the Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2023/24

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

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

BOARD WORKSHOP
WEDNESDAY, FEBRUARY 28, 2024

NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, MARCH 06, 2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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
Board Agenda Item

Board Meeting Date: February 21, 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 February 07, 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.





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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
February 07, 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 February 07, 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 Member Cazares arriving at 4:40 p.m., Board Member Jonasson Rosas, arriving at 4:53 p.m., and Board Member Thomas arriving at 5:01 p.m.

Board President Wittrup CONVENED the Regular Board Meeting at 4:30 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 4:31 p.m.

For the record, Board President Wittrup extended Closed Session to 5:50 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 5:52 p.m.

Reporting Out of Closed Session

For the record, there were no items to report.

PLEDGE OF ALLEGIANCE

Jill Venkatesan and Leilah Moore of Bullard High School led the Flag Salute.

HEAR Reports from Student Board Representatives

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

HEAR Report from Superintendent

- February brings several important recognitions! We kicked the month off with our 10th anniversary of our Black History Month program put on by our Black Student Unions! It was a beautiful program this year, highlighting our amazing students and staff. Thank you to everyone who made the event a reality this year and for the last 10 years! We carry that same enthusiasm through the rest of Black History Month learning, recognizing, and celebrating black excellence. Next up, we have students and families from all across the district heading to Allensworth this weekend! Ethnic Studies teachers, A4 and Parent University will be taking more than 350 parents, students and staff for a visit filled with hands-on activities, a celebration of black history and ethnic studies, cultural dance, and storytelling, and much more. Thank you, teams!
- This week also marks National School Counseling Week! We are so thankful for our Counselors and the incredible work they do guiding our students and families to success. We are excited to celebrate with our Counselors tomorrow afternoon and hope celebrations are happening at our school sites across the district! Schools, please share pictures of your counselors and any shout outs to our Communications team at communications@fresnounified.org and they will share to social media. Thank you, Counselors!
- Throughout February I also ask you to join in promoting, learning about, and celebrating healthy relationships. February is known as Teen Dating Violence Awareness Month. And we recognize that the building of healthy relationships begins long before adolescence. To increase knowledge around this topic, we have launched a district-wide healthy relationships campaign. Access resources to help plan your site's awareness efforts through your Employee Zone email.
- Let me wrap up with a few shoutouts and upcoming events:
 - Our 17th annual Tournament of Technology is coming up on April 6th and we need volunteer judges! We need judges for the online portion of the event between March 18th and March 31st, and judges for the live event on April 6th. No technological experience is necessary! This is a great event every year showcasing our amazing middle school students and this year's theme is Y2K! Check your employee zone email for the links to sign up as a judge.
 - Our Historically Black Colleges and Universities Caravan Tour is happening next week, Tuesday, February 13 from 9:00 a.m. to noon at Sunnyside High School! Juniors and seniors can attend from throughout the district and will have the opportunity to meet with representatives from more than 25 historically black colleges and universities. The HBCUs are prepared to waive application fees, offer admission, and provide scholarships on the spot! Last year a senior from Roosevelt got a \$52,000 scholarship on the spot! Do not miss this opportunity.
 - Also on February 13, 2024, we are hosting our Teacher Recruitment Fair from 4:00 p.m. to 7:00 p.m. at McLane in the cafeteria. Applications must be completed and submitted by February 12 and qualified applicants will be sent an invitation to attend the event. Head to our website to click to apply from our homepage at www.fresnounified.org.

- Next Friday, February 16, 2024, we are hosting our Edison Region Family Engagement Event! Join Parent University, Trustee Keshia Thomas, and our Instructional Division at Gaston Middle School from 5:00 p.m. to 7:00 p.m. for a night of fun, food, and learning! All families in the Edison region are invited and students will walk away with new books to take home!
- I want to give a shoutout to our Health, Safety, and Emergency Response team for their new Health and Safety Minute series! Each month the team puts out high quality videos with relevant health and safety tips for our students, families, and staff. Check them out on our social media, ParentSquare, or our Vimeo page!
- Lastly, I want to recognize all the amazing effort that went into our annual Excellence in Education awards held last week. The event was incredible with 760 guests celebrating 61 nominees and 6 award winners. Congratulations to our winners, Terrie Spalding, Michael Robinson, Bitor Bravo Pena, Debbie Duran, Aida Flores, and Nicole Potter! Our students are better because of amazing folks like you!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Islas shared a huge shout out to McLane region students who published the book, *In the Spotlight, Stories in Fresno*. Member Islas shared a special thank you to Principal Wulf and the teachers involved with this project. Trustee Islas read two excerpts from the book.

Member Cazares thanked Lisa Mitchell for organizing the Black History Month program. Shared a shout out to the sports teams at Hoover High School and thanked them for great memories.

President Wittrup thanked Wendy McCulley and the Foundation staff for bringing to the district a screening of *The Right to Read*.

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.

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-9, A-11, and A-14, which were pulled for further discussion, 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 January 24, 2024.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the January 24, 2024, Board of Education regular meeting.

A-4, APPROVE Agreement with Aukema & Associates

APPROVED as recommended, an agreement with Aukema & Associates to update the health plan booklet.

A-5, APPROVE Agreement with Valley Performing Arts Council for Second Grade Ballet Experience

APPROVED as recommended, an agreement with Valley Performing Arts Council for a second-grade trip to Warnor's Theatre. All second-grade students will observe an act of "Cinderella" performed by the State Street Ballet of Santa Barbara along with local student dancers.

A-6, APPROVE Wrap Around Agreement and Addendum to the Wide Area Network and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services

APPROVED as recommended, an agreement to approve a Wrap Around Agreement and an addendum to the Wide Area Network (WAN) and Circuit Agreements with CVIN, LLC dba Vast Networks for Internet and Wide Area Network Services.

A-7, APPROVE Addendum to the Agreement with Orchid Interpreting Inc.

APPROVED as recommended, an amendment to the agreement with Orchid Interpreting Inc.

A-8, APPROVE Award of Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project

APPROVED as recommended, information on Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project.

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

President Wittrup requested clarity as to completion of the project.

On a motion by Board President Wittrup, seconded by Board Member Thomas, 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.

For the record, Paul Idsvoog was available to provide clarity.

A-9, APPROVE Award of Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

APPROVED as recommended, information on Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization.

Member Cazares commented does not have an issue with the approval of this but what appears as a lack of transparency to the public on Measure M expenditures. Member Cazares shared an expectation to have Board workshops when large expenditures are considered and has an issue with not having an opportunity to provide feedback on this project. Commented on patiently waiting to have Hoover projects addressed and on not having an opportunity to review the project list in some time.

For the record, Paul Idsvoog was available to provide clarity.

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

“Agenda Item A-9 on tonight’s Consent Agenda, concerns the Award of Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization.

My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, awarding Bid 24-35 will have no measurable financial impact on my property because this project rehabilitates the school administration building, library, west hall, and theater which are already in place and part of RHS.

Moreover, the impact of awarding Bid 24-35 is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School’s attendance area.

Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote to award Bid 24-35 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict.”

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item A-9, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Islas, Levine, Thomas, Clerk Davis, and Board President Wittrup. ABSTENTION: Board Member Jonasson Rosas.

A-10, APPROVE Proposed Board Meeting Dates for 2024/25 and 2025/26

APPROVED as recommended, proposed Board of Education meeting dates for the 2024/25 and 2025/26 school years. These dates will not preclude either additions or changes at any time throughout the year.

A-11, RATIFY Change Orders

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

Bid 21-41, Duncan Polytechnical High School Career Technical Education (CTE) Medical Science Building

Change Order 8 presented for ratification: \$-55,753

Bid 22-21, Francine and Murray Farber Educational Campus

Change Order 7 presented for ratification: \$377,384

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing

Change Order 3 (Interim Housing) presented for ratification: \$14,015

Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB)

Change Order 1 (MPB) presented for ratification: \$215,167

Change Order 1 (New Kindergarten Bldg., Admin & Library Mod)

presented for ratification: \$12,257

Bid 23-34, Roosevelt High School Interim Housing

Change Order 1 presented for ratification: \$60,752

Bid 23-66, Sections A, Heaton and Section B, Webster Elementary Schools Playground Equipment Replacement

Change Order 1 (Section A, Heaton) presented for ratification: \$65,604

Change Order 1 (Section B, Webster) presented for ratification: \$37,543

For the record, Board Members had comments/questions pertaining to agenda item A-11. A summary is as follows:

President Wittrup requested clarity as to who are the contractors for the change orders. Asked what the total amount of change orders cost. Commented on having scrutinized forty-one items and found of the forty-one items there were twenty-seven change orders for items which should have been known to the district. President Wittrup urged the team to be extra diligent with project documents, design, and ADA.

Member Thomas commented on seeing an improvement pertaining to the number of change orders brought to the Board and thanked the team for their work.

On a motion by Board President Wittrup, seconded by Board Member Thomas, the Board approved agenda item A-11 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-12, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for projects, which have been completed according to plans and specifications as follows: Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building; Bid 23-28, Bullard High School Pool Heater Replacement; Bid 23-31, Kisling Building Modernization; Bid 23-57, Wi-Fi Expansion to Green Spaces; Bid 23-71 Section B, Concrete Slabs for Outdoor Tables at Various Sites; Bid 23-71 Section F, Concrete Slabs for Outdoor Tables at Various Sites.

A-13, RATIFY Purchase Orders from November 01, 2023, through November 30, 2023 – Primary Report

RATIFIED as recommended, information on purchase orders issued from November 01, 2023, through November 30, 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-14, RATIFY Purchase Orders from November 01, 2023, through November 30, 2023 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from November 01, 2023, through November 30, 2023 – supplemental report.

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

“Agenda item A-14 on tonight’s Consent Agenda, contains purchase orders for the California Teaching Fellows Foundation and California State University, Fresno, I am currently employed by California State University, Fresno.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with Fresno State 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 Member Cazares, the Board approved agenda item A-14, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, Clerk Davis, Board President Wittrup. ABSTENTION: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-15, DISCUSS and ADOPT Proposed Academic Calendars for School Years 2024/25 and 2025/26

For the record, the Board received zero (0) requests to address the Board on agenda item B-15.

For the record, Board members had comments/questions pertaining to agenda item B-15. A summary is as follows:

Member Jonasson Rosas requested the district create a program where parents can take children on district buyback days.

Member Cazares commented on two concerns related to calendar option A, 1) school year running into mid-June; and 2) the school year running up to the week of Christmas. Commented that calendar option B is Member Cazares preferred choice. Requested to hear feedback from student board members.

Student Member Pitcher commented on preferring calendar option A because it allows for more time during the holidays. Expressed thanks for Mr. Coe and his work gathering student voice.

Member Levine as there is two years to work towards the next calendar asked if there are any California district considering a later start date due to the heat the valley experiences in late August.

Clerk Davis echoed the comments of Board Member Jonasson Rosas regarding district buyback days. Asked if Parent University had input with the process.

Member Islas asked if a circle could be added to the calendar to denote Board meeting dates.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board adopted agenda item B-15 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.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of C-16, Receive Proposed Revisions for Board Policies.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received nine (9) requests to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. James Barr: Thanked the community and the school district for his 25 years with the school district.
2. Camie Sorensen: Shared concern pertaining to the district's decision to ban students at Manchester from wearing historical clothing as part of the Colonial Days event. Requested the Board to review this event and the decision made, implement a formal policy and procedure when it is proposed for long standing curriculum to be altered or eliminated the community is involved, and asked the developed policy to be retroactively applied to determine the future status of the Colonial Day event at Manchester.
3. Cora Landeros: Shared as a student, a personal view of the importance of the Colonial Days event.
4. Golibe Onycje: Shared as a student, a personal view of the importance of the Colonial Days event.
5. Sarah Sorensen: Shared as a student, a personal view of the importance of the Colonial Days event.
6. Arishdes Borgeas: Shared as a student, a personal view of the importance of the Colonial Days event.
7. Anna Borgeas: Shared concern pertaining to the district's decision to ban students at Manchester from wearing historical clothing as part of the Colonial Days event. Pointed out, last year, the same event was positively highlighted in district media. Asked the district to implement two-way communication and made a formal request for complaint documents to be made public.
8. Anika Chavez: Shared as a student, a personal view of the importance of the Colonial Days event.
9. Alethea Traskin: Shared as a teacher, personal views on the importance of the Colonial Days event. Asked why the mandate happened two days before the event, what policy was used to make the decision, why teachers and the community were not consulted, and how will future objections to events be handled.

For the record, Board President Wittrup asked Teresa Plascencia with Constituent Services to meet with those who had concerns regarding the topic of Manchester GATE Colonial Days.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 6:59 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Position and Adopt New Job Description for Purchasing Technician II and Classified Hourly Salary Schedule 260 Duty Days

ITEM DESCRIPTION: Included in the Board binders is the new job description of Purchasing Technician II.

This position is responsible for processing and expediting purchase orders and requisitions in a reasonable, timely and efficient manner to meet the needs of students and staff; perform other duties in support of an assigned part of the purchasing function to provide timely delivery of professional services and contracting support for other services to ensure the financial viability of the District. Assist buyers with public work construction bids including but not limited to bond measure projects, prioritization of work, meeting deadlines and complex processes. This position is designated Classified, non-exempt, and placed on G-36 of the Classified Salary Schedule.

The Classified Hourly Salary Schedule 260 Duty Days Salary Schedule with Purchasing Technician II with placement on G-36

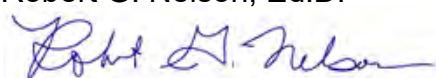
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Annarita Howell

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

CABINET APPROVAL: David Chavez,
Chief Human Resources

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Revised Job Description for Purchasing Technician I and the Classified Hourly Salary Schedule 260 Duty Days

ITEM DESCRIPTION: Included in the Board binders are the revised job description of Purchasing Technician I and the Classified Hourly Salary Schedule 260 Duty Days. This position is responsible for processing and expediting purchase orders and requisitions in a reasonable, timely and efficient manner to meet the needs of students and staff. This position is designated Classified, non-exempt, and placed on G-34 of the Classified Salary Schedule.

This revised job description reflects inclusion of language which more specifically identifies the duties of a Purchasing Technician I in the Purchasing Department.

The Classified Hourly Salary Schedule 260 Duty Days Salary Schedule with Purchasing Technician I with placement on G-34.

FINANCIAL SUMMARY: Sufficient funds are available in the Purchasing Department Budget.

PREPARED BY: Annarita Howell

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

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Revised Job Description for Noon Time Assistant

ITEM DESCRIPTION: Included in the Board binders is the revised job description of Noon Time Assistant. This position is responsible for assisting the school site staff by supervising pupils in cafeteria areas and on playgrounds during breakfast, lunch and recess periods, and other site areas as assigned. This position is designated Classified, non-exempt, and placed on G-01 of the Classified Salary Schedule.

This revised job description reflects inclusion of language which more specifically identifies support of Nutrition Services personnel with daily meal activities.

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

PREPARED BY: Manjit Atwal

DIVISION: Human Resources
PHONE NUMBER: 457-3548

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

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



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Noon Time Assistant	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	School Site	CLASSIFICATION:	Classified
FLSA:	Non-exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	G-01, Classified Hourly Salary Schedule

BASIC FUNCTION:

Assist the school site staff by supervising pupils in cafeteria areas and on playgrounds during breakfast, lunch and recess periods, and other site areas as assigned.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Provide continuous supervision to pupils in the cafeteria, designated eating areas, on playgrounds, and other site areas as assigned. *E*

Maintain order in serving lines and at eating areas. *E*

Assist students in the cafeteria with daily meal activities. *E*

Assist nutrition services personnel with daily meal activities, as needed, which include the following: clean and sanitize cafeteria table tops and benches and notify Nutrition Services personnel as food items or supplies run low during meal service. *E*

Guide pupils in maintaining clean eating and play areas. *E*

Lead or supervise organized and unorganized recreation. *E*

Enforce school rules concerning the health, safety and proper behavior of pupils. *E*

Correct or report conditions hazardous to the health and safety of children. *E*

Report all accidents involving actual or suspected pupil injury to the principal or designated staff. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Graduation from high school and experience in youth-related activities preferred.

LICENSES AND OTHER REQUIREMENTS:

None

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Reading and writing English communication skills preferred.

Interpersonal skills using tact, patience and courtesy.

Safe practices in playground activities.

ABILITY TO:

Work harmoniously with students and staff.

Effectively supervise students.

Determine appropriate action within clearly defined guidelines.

Remain calm in stressful situations.

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

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

Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

School and outdoor environments.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, mobility and stamina to walk for a major portion of the duty period; seeing to supervise students and read a variety of materials; reaching above the shoulders and horizontally and bending at the waist while supervising students; ability to communicate to exchange information in person or on the phone.

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

E = Essential Functions

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Design Science Middle College High School Graduation Date Change

ITEM DESCRIPTION: Included for Board consideration and approval is a graduation date change for Design Science Middle College High School to Tuesday, May 21, 2024.

Design Science Middle College High School, operating as a specialty institution with a dual enrollment program on the Fresno City College (FCC) campus, facilitates students in pursuing both high school and associate degree education. A significant number of graduating seniors actively engage in the Fresno City College graduation ceremony.

In the current academic year, Design Science proudly announces that 57 out of 59 Class of 2024 graduates will be earning their associate degree in foreign language, Science Technology Engineering and Math (STEM), or Liberal Arts-Social Sciences. The school looks forward to celebrating this achievement with two distinct graduation ceremonies—one within the Fresno Unified School District Design Science community and the other involving the broader Fresno City College community.

Traditionally, Fresno City College has conducted its ceremony on the last Friday of the semester, leading Design Science to schedule their ceremony for the subsequent Monday. However, a scheduling conflict arose when Fresno City College also planned its graduation ceremony for Monday, May 20, 2024, at Save Mart Center. This creates a challenge for students and families wanting to participate in and attend both ceremonies.

To address this conflict and accommodate families and students, Design Science Middle College High School proposes changing its graduation ceremony from Monday, May 20, to Tuesday, May 21, 2024. Pending Board approval, the school aims to promptly inform families and students, providing ample time for announcements and invitations.


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

PREPARED BY: Marie Williams, 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.





2024 High School Graduation Schedule

Day	Date	Grad Time	Practice	School	Location
Tuesday	May 21	6:30 PM	8:30 AM	Design Science	FCC – OAB
Thursday	May 30	11:00 AM	10:00 AM	Fresno Adult H.S. & GED	Saroyan Theater
Thursday	May 30	3:30 PM	1:30 PM	DeWolf	Saroyan Theater
Thursday	May 30	5:30 PM	8:00 AM	J.E. Young	Saroyan Theater
Thursday	May 30	7:30 PM	9:00 AM	Cambridge	Saroyan Theater
Friday	May 31	11:00 AM		Rata	Rata Multi-Purpose
Monday	June 3	4:00 PM	8:00 AM	Bullard HS	Save Mart Center
Monday	June 3	8:00 PM	10:30 AM	Fresno HS	Save Mart Center
Monday	June 3	3:00 PM	1:00 PM	eLearn Academy	Saroyan Theater
Monday	June 3	7:00 PM	11:00 AM	Patino	Saroyan Theater
Tuesday	June 4	9:00 AM	-----	Adult Transition Program	ATP Courtyard
Tuesday	June 4	4:00 PM	8:00 AM	Edison HS	Save Mart Center
Tuesday	June 4	8:00 PM	10:30 AM	Hoover HS	Save Mart Center
Tuesday	June 4	7:30 PM	8:30 AM	McLane HS	McLane Stadium
Wednesday	June 5	4:00 PM	8:00 AM	Sunnyside HS	Save Mart Center
Wednesday	June 5	8:00 PM	10:30 AM	Roosevelt HS	Save Mart Center
Wednesday	June 5	7:30 PM	8:00 AM	Duncan HS	McLane Stadium
Friday	July TBD	9:00 AM	TBD	Summer School	TBD

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Graduation Agreements for the Class of 2024

ITEM DESCRIPTION: Included in the Board binders are four agreements for the Class of 2024 graduation ceremonies. The agreements include facilities, health/safety protocols, audio-visual services, staging, additional seating, floral, and senior clear recognition/safety bags to host the graduation ceremony at three main sites: McLane Stadium, Save Mart Center, and the Saroyan Theatre. Design Science, McLane, Rata, and Adult Transition Program will host graduation ceremonies at their own sites. Duncan will utilize McLane Stadium again this year for their graduation ceremony. Fresno Adult School, DeWolf, J.E. Young, Cambridge, eLearn Academy, and Patiño will host graduation at the Saroyan Theatre. Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside will host graduation at the Save Mart Center.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$298,869 are available in the Student Engagement Budget.

PREPARED BY: Marie Williams, 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

20279

Vendor Number

Freestyle Event Services

1030 Carrier Parkway Ave, Bakersfield CA 93308

Vendor Name

(661) 331-8574

Address

Jared Perry

Phone Number

Vendor Contact

From: 3/7/2024

Through: 6/6/2024

Term (Duration)

FUSD Contract Administrator:

Leticia deSantiago

G2 Student Engagement

(559) 457-3476

Name

Site/ Dept

Telephone number

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

030-0675-0725-1981-2100-5110

Annual Cost \$ 13,143.00

(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:

Vendor provides audio/visual services, and video board connectivity to include equipment, technician, delivery, set up and tear down for McLane and Duncan high school graduation ceremonies June 4, 2024 and June 5, 2024 at McLane high school stadium.

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: 02/21/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Bryan D. Wells

January 22, 2024

Signed

Date 01/23/2024

Reviewed & approved by Cabinet Level Officer

N. B. Smith

1/29/2024

Signed

Date

Reviewed & approved by Risk Management

Shirley A. Smith

Jan 31, 2024

Signed

Date

Please return signed agreement back to (name/email): Leticia deSantiago/leticia.desantiago@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Dept 0725/G2 Student Engagement

District Contact Person: Bryan Wells, Assistant Superintendent

Budget Manager Approval: Bryan D. Wells

Contractor's Vendor Name: Freestyle Event Services

Contractor's Contact Person: Jared Perry

Contractor's Title: owner

Contractor's Telephone
Number: (661) 331-8574

Contractor's E-mail: jared@freestyleevents.com

Contractor's Address: 1030 Carrier Parkway Ave, Bakersfield CA 93308

This Independent Contractor Services Agreement is made and entered into effective 3/7/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Freestyle Event Services ("Contractor").


1. Contractor Services. Contractor agrees to provide

Vendor agreement includes camera and video support equipment to send feed to venue video board, main PA (sound system) and audio components, power distribution, labor (set up/tear down), delivery, captioning monitor, and cold spark (sparklers) for end of each ceremony. This is for both McLane high school and Duncan high school graduation ceremonies scheduled for June 4, and June 5, 2024 at McLane stadium.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 3/7/2024 , and shall terminate on 6/6/2024 . 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 \$ 13,143 per contract not to exceed \$ 13,143.00 . Checks will be made payable to Freestyle Event 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 

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): \$ 13,143.00
- f. Other \$ 0.00


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

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

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

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

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

Contractor's initials 

District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

Contractor's initials



District's initials

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: Freestyle Event Services

Name: Jared Perry, owner

Address:

1030 Carrier Parkway Ave
Bakersfield, CA 93308

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

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

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

DISTRICT

Fresno Unified School District

CONTRACTOR

Freestyle Event Services

Patrick Jensen, Chief Financial Officer

Date

Name: Jared Perry

Title: owner

08/31/2023

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Jan 31, 2024

Date

ADDRESS

Fresno Unified School District 2348
Mariposa St
Fresno, CA 93721
Attn: Leticia deSantiago

SHIP TO

2024 Commencements McLane
Stadium
For Duncan & McLane

ESTIMATE #

2166

DATE

08/23/2023

SALES REP

Jared

SERVICE DATE

06/04/2024

ACTIVITY	QTY	RATE	AMOUNT
Camera & video support equipment to send feed to venue video board		1,436.00	1,436.00
Main PA (Sound System) & Audio Components		4,280.00	4,280.00
Power Distribution		820.00	820.00
Labor (Setup & Strike)		2,450.00	2,450.00
Technician		1,360.00	1,360.00
Delivery		650.00	650.00
Captioning Monitor		405.00	405.00
Cold Spark (Sparklers) 4 machines + control system for end of each ceremony		1,742.00	1,742.00

TOTAL

\$13,143.00

Accepted By

Accepted Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29066

Vendor Number

City of Fresno Convention & Entertainment

848 M Street, 2nd Floor, Fresno CA 93721

Vendor Name

(559) 621-8774

Address

Helen Njenga

Phone Number

Vendor Contact

From: 3/7/2024

Through: 6/6/2024

Term (Duration)

FUSD Contract Administrator:

Leticia deSantiago

G2 Student Engagement

(559) 457-3476

Name

Site/ Dept

Telephone number

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

030-0675-0725-1981-2100-5110

Annual Cost \$ 40,798.00

(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:

This agreement includes rental of facilities, utilities, staffing, health/safety protocols, production, and staging to host the Class of 2024 high school graduation ceremonies for Fresno Adult School, DeWolf, J.E. Young, Cambridge, Patino, and eLearn Academy at the Saroyan Theatre on May 30, 2024 and June 3, 2024.

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: 02/21/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Bryan D. Wells

January 22, 2024

Signed

Date 01/23/2024

Reviewed & approved by Cabinet Level Officer

N. B. B.

1/29/2024

Signed

Date

Reviewed & approved by Risk Management

Shorey

Feb 8, 2024

Signed

Date

Please return signed agreement back to (name/email) : Leticia deSantiago/leticia.desantiago@fresnounified.org



USE LICENSE AGREEMENT # 24-06-696-1492244

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
"FUSD- Patino Graduation 2024 "
% Bryan Wells
Assistant Superintendent, Student Engagement

Contact: Leticia deSantiago
Phone: 559-457-3476
Fax: N/A Email: Leticia.Desantiago@fresnounified.org
Bryan.Wells@fresnounified.org

Date of Contract: March 7, 2024

HN	Prepared by
2,350	Estimated Total Attendance
Yes	501 (c) 3 Non-Profit VERIFIED
NO	Profit Organization
No	CO-PRO w/FCEC

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of March 7, 2024 by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District whose current address is 2309 Tulare Street, Fresno, CA 93721 (the "Licensee").

BACKGROUND

ASM GLOBAL is the manager of a facility commonly known as the Fresno Convention & Entertainment Center (the "Facility"), located at 848 M Street, Second Floor, Fresno, CA 93721, which is owned or leased by the City of Fresno (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, ASM GLOBAL desires to grant to Licensee, and Licensee hereby accepts from ASM GLOBAL a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) ASM GLOBAL hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "Authorized Areas"). This includes all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time"). Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from ASM GLOBAL prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent; an amount equal to the sum of ASM GLOBAL's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested. In addition, a rental fee in an amount determined by ASM GLOBAL to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM GLOBAL's management and operation of the Facility, ASM GLOBAL utilizes the services of approved Fresno County local vendors (the "Third-Party Contractors"). Licensee hereby agrees that ASM GLOBAL shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a complex (such other non-Facility areas are collectively referred to herein as the "Complex"). Licensee further acknowledges that ASM GLOBAL will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM GLOBAL's reasonable control. Licensee hereby agrees to hold ASM GLOBAL, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and ASM



GLOBAL's and the Owner's general and administrative expenses) of every kind and nature whatsoever (collectively, the "Losses") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least sixty (60) days prior to the first Event day, Licensee shall provide ASM GLOBAL, for ASM GLOBAL's and/or the City of Fresno Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by ASM GLOBAL and/or such Fire Marshall of the foregoing plan, ASM GLOBAL may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as ASM GLOBAL may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least sixty (60) days prior to the first Event, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's review (and/or the review of any consultant or representative engaged by ASM GLOBAL), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least four (4) weeks prior to the first Event day, Licensee shall provide ASM GLOBAL information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

(iv) Licensee shall be solely liable for all Losses arising from Licensee's failure to deliver to ASM GLOBAL the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility will be used solely for the purpose of the **FUSD Patino's Graduation 2024**. Licensee shall not use the Facility or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to ASM GLOBAL, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.



(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(d) Notwithstanding any other provision of this Agreement, neither ASM GLOBAL, nor the City, shall be responsible in any way for the acts or omissions of any of Licensee's invitees, staff or volunteers (whether or not authorized by Licensee) working, or otherwise present, at the Facility. Licensee shall indemnify, defend, and/or hold ASM GLOBAL and the City harmless for the acts or omission of any invitees, staff, and/or volunteers according to the provisions contained in Section 11 herein below.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) ASM GLOBAL shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM GLOBAL to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM GLOBAL, shall not be considered a breach of this Agreement by ASM GLOBAL, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM GLOBAL.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM GLOBAL, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM GLOBAL may accept, at its election delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless ASM GLOBAL for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM GLOBAL assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any Losses arising out of any rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Broadcast Fee, Additional Equipment and Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to ASM GLOBAL a license fee, broadcast

fee, and shall reimburse ASM GLOBAL for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B.

(b) Broadcast Fee. ASM GLOBAL shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the Facility. Licensee may purchase such rights from ASM GLOBAL for a broadcast fee (the "Broadcast Fee") equal to the greater of (i) TWO THOUSAND FIVE HUNDRED, (\$2,500), or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from ASM GLOBAL pursuant to this clause (c), FIFTEEN PERCENT (15%) of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to ASM GLOBAL not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(c) Additional Equipment and Service Expenses.

(i) ASM GLOBAL shall provide on an exclusive basis, as required for each Event, the following services to include but limited to (collectively, the "Services"), the expenditures which are paid by Licensee to ASM GLOBAL ("Additional Equipment and Service Expenses"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by ASM GLOBAL at the request of Licensee or required by facility agreements.

(ii) ASM GLOBAL shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse ASM GLOBAL in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, and Broadcast Fee. The License Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment/Advance Deposit. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B. See Exhibit B for complete payment schedule.

7. Revenues and Costs. ASM GLOBAL shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Additional Equipment and Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports, and Audits.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to ASM GLOBAL no later than TEN DAYS (10) days after the date of a revenue-generating Event for the account of ASM GLOBAL a detailed written notice of the amounts claimed to be due to ASM GLOBAL pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "Statement"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold, and all amounts collected by Licensee, with all deductions (sales tax, etc.) there from, (ii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) there from. Statements shall be deemed incontestable unless objected to by ASM GLOBAL, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by ASM GLOBAL.

(c) Audits. Licensee shall give ASM GLOBAL and its representative's access to the box office statement Licensee maintains pursuant to Section 8(a) above at any time when so requested by ASM GLOBAL. Licensee shall also provide, at Licensee's own expense, a copy of any such box office statements upon request. To the extent that any Statement prepared by Licensee has become contestable, ASM GLOBAL shall have the right to cause nationally recognized independent auditors to audit all of the box office statements of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Licensee shall promptly pay to ASM GLOBAL the portion of any License Fee, or Broadcast Fee due to ASM GLOBAL as a consequence of such overstatement or understatement.

9. Taxes. ASM GLOBAL shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to ASM GLOBAL not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to ASM GLOBAL, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high-risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premises activities, and fireworks or other pyrotechnical devices.

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM GLOBAL for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, ASM GLOBAL, or otherwise, with a combined single limit of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) (including an extension of hired and non-owned coverage).

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) ASM GLOBAL and Owner shall be named as additional insured's there under. Not less than thirty (30) days prior to the first Event set forth on Exhibit A; Licensee shall deliver to ASM GLOBAL certificates of insurance evidencing the existence thereof, all in such form as ASM GLOBAL may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of (1) ASM GLOBAL, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, (2) ASM GLOBAL, General Manager, 848 M Street, Second Floor, Fresno, CA 93721, and (3) the City of Fresno, Attention: City Manager, 2600 Fresno Street, Room 2064, Fresno, CA 93721." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM GLOBAL at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) And "The City of Fresno, ASM GLOBAL, their officers, agents, volunteers and employees are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM GLOBAL, and the Licensee and their insurance shall have no right or recovery or subrogation against the operator."

(iii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iv) The coverage limits contained on such policies shall be on a per-occurrence basis only.



(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(vi) All policies must be issued by companies authorized to do business in the State of California and assigned a rating of B+VI or better, per Best's Key Rating Guide, latest edition.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against ASM GLOBAL and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place

11. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless City of Fresno, ASM Global Parent, Inc., and their respective officers, directors, agents, employees and volunteers (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Additional Equipment and Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(a) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any



person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM GLOBAL shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM GLOBAL shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM GLOBAL by reason of this Agreement are unique and that ASM GLOBAL may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore ASM GLOBAL, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.



(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of ASM GLOBAL.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of ASM GLOBAL. If approval is granted by ASM GLOBAL, then all monies received from such broadcast will be considered as broadcast revenues for determining the Broadcast Fee due to ASM GLOBAL.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.

(g) Licensee shall not operate any equipment or materials belonging to ASM GLOBAL.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(i) Licensee shall use the services of ASM GLOBAL's exclusive ticket contractor, Ticketmaster, ASM GLOBAL's box office and other locations selected by ASM GLOBAL for all event ticket sales.

(j) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall assist ASM GLOBAL in its efforts to control and prevent such ticket "scalping".

(k) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of ASM GLOBAL. In such event, donations or collections are granted by ASM GLOBAL in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for determining the License Fee due to ASM GLOBAL.

(l) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by ASM GLOBAL in addition to all state and local laws, orders, or mandates including but not limited to OSHA and ADA.

(m) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of ASM GLOBAL.

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes,

and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(o) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(p) If requested by ASM GLOBAL, Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by ASM GLOBAL in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by ASM GLOBAL to Licensee in any artwork or other depiction thereof.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee acknowledges that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event comply with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that ASM GLOBAL shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.



18. Liquidated Damages. If Licensee cancels any Event or significantly reduces the use of Authorized Areas covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

(a) If Licensee cancels more than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL as liquidated damages.

(b) If Licensee cancels more than six (6) months but less than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL, and Licensee shall further pay one half of the License Fees described in Section 5 as liquidated damages.

(c) If Licensee cancels less than six (6) months before the first scheduled day of the Event or is in default of any of the terms of this Agreement, the entire License Fee shall be payable to ASM GLOBAL as liquidated damages.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the Owner or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgement.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.



(g) Independent Contractor; No Partnership. ASM GLOBAL and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections, which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM GLOBAL. ASM GLOBAL shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, ASM GLOBAL shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, or (iv) when sent by facsimile and a confirmation receipt is obtained; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to ASM GLOBAL: ASM GLOBAL

848 M Street, Second Floor
Fresno, CA 93721
Attention: General Manager

Copy to:

ASM GLOBAL
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428
Attention: Director of Risk Management
Facsimile: (215) 592-6699

If to Licensee:

Fresno Unified School District
% Bryan Wells
Assistant Superintendent, Student Engagement
2309 Tulare Street, Fresno, CA 93721
Contact : Leticia deSantiago
Phone: 559.457.3476 Fax: N/A
Email: Leticia.Desantiago@fresnounified.org

(e) Non-Exclusive Use. ASM GLOBAL shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(f) Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the scheduled event. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel- room nights for the City of Fresno; the combined economic impact of the new event, must exceed the date(s) revenues generated to the FCEC that would be impacted. The new event's combined economic impact will include anticipated sales tax, hotel tax, and FCEC facility revenues, based on verifiable historical data provided to FCEC. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the **FUSD- Patino's Schools Graduation**. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.

(g) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(h) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by ASM GLOBAL in connection with the sale of tickets for any Event.

(i) Union Agreement. ASM GLOBAL is a party to a Union Agreement with Local 158 of IATSE in which the membership has been granted certain work-related jurisdictions. The Union Agreement applies to most event types and all facilities that encompass the Fresno Convention & Entertainment Center (FCEC). The Licensee acknowledges this association; further the Licensee understands and agrees it will comply with the terms and conditions of the Union Agreement as administered by ASM GLOBAL with respect to the event herein described.

(j) Items NOT permitted in FCEC venues. The below items are not permitted inside the Fresno Convention & Entertainment Center venues. Prohibited items include, but not limited to:
Chewing gum / Candy / Silly String / Bubbles / Helium filled balloons (Excludes balloon arches/columns filled with compressed air) / Glitter / handheld Air Horns / Cold Sparkle Boxes
Use of oil-based Haze Machines / Open Flame Candles / Usage of tape onto anything other than stage production use. If such items as noted above are brought into FCEC venues, may result in fines to Licensee on final Settlement/Billing for event as applicable.



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

ASM GLOBAL, LLC

Jeff Wolff
Jeff Wolff – General Manager
Fresno Convention & Entertainment Center

01 / 23 / 2024

DATE

Approved As To Form:

Stacey Sandoval

Feb 8, 2024

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District

Bryan Wells
Bryan Wells
Assistant Superintendent, Student Engagement

1 / 23 / 24

DATE

Client Initials

Client Initials

If event details/room set up changes after Move In occurs, there will be a labor cost of \$50/per hour, per staff member needed to meet the room setup change(s).

Client Initials

Client Initials

Certificate of Insurance (COI) showing proper coverage to be provided to FCEC as outlined on pg. 7 of this License Agreement, Section 10.

Client Initials

Client Initials

If Union IATSE Stagehands are unable to Walk-Away for a Meal period (no later than 5th Hour of work), Licensee must provide meals as applicable to avoid Meal Penalty charge(s) in Final Settlement/Billing.

Client Initials

Client Initials

If FCEC provides meal(s) to Union IATSE Stagehands, the rate is \$30 per staff meal provided.

Client Initials

Client Initials

NO confetti / streamers to be used without prior written consent from the venue. If any effect as such is used without venue consent a \$1,000 penalty fee will be included in the final Invoice/Settlement.
Prohibited items included, but not limited to: Silly String, Bubbles, Helium filled Balloons (Excludes balloon arches/columns filled with compressed air), Glitter, handheld Air Horns, Cold Sparkle Boxes, Open Flame Candles, Propane tanks, Laser pens, Vaping devices.

Client Initials

Client Initials

NO taping or attaching to venue property with signage/assigned dressing rooms backstage. If taping or attaching is used without consent in dressing rooms, a \$100 fee will be added to the final settlement/bill of this event.

Client Initials

Client Initials

Saroyan Theatre/Arena events will be provided with package of (4) dressing rooms only, any additional

Client Initials

space must be advanced with your Event Manager. Complete Backstage Dressing room requirement & ancillaries must be advanced prior to event Move-IN, including confirmation of dressing room quantity needed for this production. Any items not advanced or additional rooms/ancillaries needed backstage on Day of Show will be an added charge at time of event settlement.

Such items included, but not limited to:

- * Risers * Piano * Piano tuning * Towels * Iron w/board * Clothing Steamer * Garment Racks * Gases *
- * Laundry rooms * Exclusive Star Dressing w/private restroom/shower * Green room access/usage *
- * Pipe/Drape on-stage quick-change dressing rooms *

EXHIBIT "A" TO USE LICENSE AGREEMENT

Fresno Unified School District

"FUSD - Patino's Graduation 2024"

% Bryan Wells.

Assistant Superintendent, Student Engagement

2309 Tulare Street,

Fresno, CA 93721

Contact: Leticia deSantiago Phone: 559.457.3476 Fax: N/A

e-mail: Leticia.Desantiago@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Saroyan Theatre	Monday	June 3, 2024	8:00AM - 11:00PM	Move In/Event/Move Out



EXHIBIT "B" FINANCIAL SUMMARY REPORT**Fresno Unified School District****"FUSD - Patino's Graduation 2024"****% Bryan Wells.****Assistant Superintendent, Student Engagement****2309 Tulare Street,****Fresno, CA 93721****Contact: Leticia deSantiago Phone: 559.457.3476 Fax: N/A****e-mail: Leticia.Desantiago@fresnounified.org****June 03, 2024 | Saroyan Theatre**

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVEIN /EVENT/MOVE OUT	Monday June 3, 2024 Saroyan Theatre Patino- (11:00 am Rehearsals – 7:00 pm grad) eLearn (1:00pm Rehearsals – 3:00pm grad)	(8:00am – 11:59pm) \$4,322
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
RENT TOTAL		Non-Profit-TOTAL \$4,322
EQUIPMENT		
MEAL FUNCTION	Tables QTY: TBA Chairs QTY: TBD (Included based on guaranteed catering)	INCLUDED
SPOT LIGHTS	\$550/each (Does not include operator)	TBD
TABLES	\$22/ each QTY: 2 (Based on 2023 Event)	\$44
CHAIRS	\$3/ each QTY : 40 (Based on 2023 Event)	\$120
PODIUM	\$35/ each (Based on 2023 Event)	\$35
WIFI CONNECTIVITY	\$25 per logged in device (5-7 Mbps)	TBD
STAGING	\$50 per 4' x8' deck QTY: 12 units (Based on 2023 Event)	\$480
AUDIO	\$550 per day Theatre Audio Package	TBD
PARKING PASS	170 @ \$ 10 per vehicle- passes to be picked form our Sales& Marketing office	\$1,700
AUDIO/VISUAL	Licensee can source vendor or select from FCEC approved vendor list- Proof of liability required	TBD
ELECTRICAL	Electrical: \$85/per 15AMP Service connect – Backstage power included	INCLUDED
SERVICE & PERSONNEL		
EVENT STAFF	Ticket Takers, Ushers, Security	*Estimate only; final based on actual client/event hours \$2,300 (+/-)
UNION STAGEHANDS	Stagehands/Loaders	*Estimate only; final based on actual client/event hours \$3,400 (+/-)
EVENT INSURANCE	\$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
BOX OFFICE FEE		
Box Office	Ticketed Event processing \$.75/ticket issued to FUSD - QTY: 2,350(+/-) Tickets per school	TBD
Patino	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.	TBD
eLearn Academy	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.	TBD
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$12,401

Estimated expenses of \$12,401 should not be considered the total cost for your event

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	Sept 6, 2023
Deposit Amount Due	\$6,200	September 20, 2023
Remaining Estimated Balance	\$6,201	March 25, 2024
TOTAL ESTIMATED EXPENSES	\$12,401	

- **House Sound:** Not available at the Saroyan Theatre.
- **Graduations Ticketed event:** Licensee shall use the services of FCEC exclusive ticket contractor, Ticketmaster, FCEC box office.
- **Catering & Concession Services:** All food and beverages services, including alcohol, backstage catering and concessions are provided by FCEC exclusive caterer and concessionaire.
- **FCEC/ASM Global reserves the right to demand the balance of estimated expenses, 10 days prior to the event**





USE LICENSE AGREEMENT

24-05-696-1492242

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
"FUSD-Speciality Schools Graduation 2024"
% Bryan Wells
Assistant Superintendent, Student Engagement

Contact: Leticia deSantiago
Phone: 559 457-3476

Fax: N/A Email: Leticia.Desantiago@fresnounified.org
Bryan.Wells@fresnounified.org

Date of Contract: March 7, 2024

HN	Prepared by
2,350	Estimated Total Attendance
Yes	501 (c) 3 Non-Profit VERIFIED
NO	Profit Organization
No	CO-PRO w/FCEC

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of **March 7, 2024**, by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District whose current address is 2309 Tulare Street, Fresno, CA 93721 (the "Licensee").

BACKGROUND

ASM GLOBAL is the manager of a facility commonly known as the Fresno Convention & Entertainment Center (the "Facility"), located at 848 M Street, Second Floor, Fresno, CA 93721, which is owned or leased by the City of Fresno (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, ASM GLOBAL desires to grant to Licensee, and Licensee hereby accepts from ASM GLOBAL a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) ASM GLOBAL hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "Authorized Areas"). This includes all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time"). Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from ASM GLOBAL prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent; an amount equal to the sum of ASM GLOBAL's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested. In addition, a rental fee in an amount determined by ASM GLOBAL to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM GLOBAL's management and operation of the Facility, ASM GLOBAL utilizes the services of approved Fresno County local vendors (the "Third-Party Contractors"). Licensee hereby agrees that ASM GLOBAL shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a complex (such other non-Facility areas are collectively referred to herein as the "Complex"). Licensee further acknowledges that ASM GLOBAL will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM GLOBAL's reasonable control. Licensee hereby agrees to hold ASM GLOBAL, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees,

disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and ASM GLOBAL's and the Owner's general and administrative expenses) of every kind and nature whatsoever (collectively, the "Losses") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least sixty (60) days prior to the first Event day, Licensee shall provide ASM GLOBAL, for ASM GLOBAL's and/or the City of Fresno Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by ASM GLOBAL and/or such Fire Marshall of the foregoing plan, ASM GLOBAL may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as ASM GLOBAL may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least sixty (60) days prior to the first Event, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's review (and/or the review of any consultant or representative engaged by ASM GLOBAL), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least four (4) weeks prior to the first Event day, Licensee shall provide ASM GLOBAL information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

(iv) Licensee shall be solely liable for all Losses arising from Licensee's failure to deliver to ASM GLOBAL the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility will be used solely for the purpose of **"FUSD - Fresno Specialty Graduation 2024"**. Licensee shall not use the Facility or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to ASM GLOBAL, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(d) Notwithstanding any other provision of this Agreement, neither ASM GLOBAL, nor the City, shall be responsible in any way for the acts or omissions of any of Licensee's invitees, staff or volunteers (whether or not authorized by Licensee) working, or otherwise present, at the Facility. Licensee shall indemnify, defend, and/or hold ASM GLOBAL and the City harmless for the acts or omission of any invitees, staff, and/or volunteers according to the provisions contained in Section 11 herein below.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) ASM GLOBAL shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM GLOBAL to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM GLOBAL, shall not be considered a breach of this Agreement by ASM GLOBAL, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM GLOBAL.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM GLOBAL, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM GLOBAL may accept, at its election delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless ASM GLOBAL for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM GLOBAL assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any Losses arising out of any rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Broadcast Fee, Additional Equipment and Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to ASM GLOBAL a license fee, broadcast fee, and shall reimburse ASM GLOBAL for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B.

(b) Broadcast Fee. ASM GLOBAL shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the Facility. Licensee may purchase such rights from ASM GLOBAL for a broadcast fee (the "Broadcast Fee") equal to the greater of (i) TWO THOUSAND FIVE HUNDRED, (\$2,500), or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from ASM GLOBAL pursuant to this clause (c), FIFTEEN PERCENT (15%) of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to ASM GLOBAL not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(c) Additional Equipment and Service Expenses.

(i) ASM GLOBAL shall provide on an exclusive basis, as required for each Event, the following services to include but limited to (collectively, the "Services"), the expenditures which are paid by Licensee to ASM GLOBAL ("Additional Equipment and Service Expenses"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by ASM GLOBAL at the request of Licensee or required by facility agreements.

(ii) ASM GLOBAL shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse ASM GLOBAL in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, and Broadcast Fee. The License Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the



contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment/Advance Deposit. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B. See Exhibit B for complete payment schedule.

7. Revenues and Costs. ASM GLOBAL shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Additional Equipment and Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports, and Audits.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to ASM GLOBAL no later than TEN DAYS (10) days after the date of a revenue-generating Event for the account of ASM GLOBAL a detailed written notice of the amounts claimed to be due to ASM GLOBAL pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "Statement"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold, and all amounts collected by Licensee, with all deductions (sales tax, etc.) there from, (ii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) there from. Statements shall be deemed incontestable unless objected to by ASM GLOBAL, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by ASM GLOBAL.

(c) Audits. Licensee shall give ASM GLOBAL and its representative's access to the box office statement Licensee maintains pursuant to Section 8(a) above at any time when so requested by ASM GLOBAL. Licensee shall also provide, at Licensee's own expense, a copy of any such box office statements upon request. To the extent that any Statement prepared by Licensee has become contestable, ASM GLOBAL shall have the right to cause nationally recognized independent auditors to audit all of the box office statements of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Licensee shall promptly pay to ASM GLOBAL the portion of any License Fee, or Broadcast Fee due to ASM GLOBAL as a consequence of such overstatement or understatement.

9. Taxes. ASM GLOBAL shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special,



or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement, or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to ASM GLOBAL not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to ASM GLOBAL, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high-risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premises activities, and fireworks or other pyrotechnical devices.

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM GLOBAL for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, ASM GLOBAL, or otherwise, with a combined single limit of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) (including an extension of hired and non-owned coverage).

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) ASM GLOBAL and Owner shall be named as additional insured's there under. Not less than thirty (30) days prior to the first Event set forth on Exhibit A, Licensee shall deliver to ASM GLOBAL certificates of insurance evidencing the existence thereof, all in such form as ASM GLOBAL may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of (1) ASM GLOBAL, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, (2) ASM GLOBAL, General Manager, 848 M Street, Second Floor, Fresno, CA 93721, and (3) the City of Fresno, Attention: City Manager, 2600 Fresno Street, Room 2064, Fresno, CA 93721." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM GLOBAL at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) And "The City of Fresno, ASM GLOBAL, their officers, agents, volunteers and employees are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM GLOBAL, and the Licensee and their insurance shall have no right or recovery or subrogation against the operator."

(iii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iv) The coverage limits contained on such policies shall be on a per-occurrence basis only.



(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(vi) All policies must be issued by companies authorized to do business in the State of California and assigned a rating of B+VI or better, per Best's Key Rating Guide, latest edition.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against ASM GLOBAL and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place

11. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless City of Fresno, ASM Global Parent, Inc., and their respective officers, directors, agents, employees and volunteers (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Additional Equipment and Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(a) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors,

employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM GLOBAL shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM GLOBAL shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM GLOBAL by reason of this Agreement are unique and that ASM GLOBAL may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore ASM GLOBAL, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.



14. Covenants. Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.
- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of ASM GLOBAL.
- (e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of ASM GLOBAL. If approval is granted by ASM GLOBAL, then all monies received from such broadcast will be considered as broadcast revenues for determining the Broadcast Fee due to ASM GLOBAL.
- (f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.
- (g) Licensee shall not operate any equipment or materials belonging to ASM GLOBAL.
- (h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- (i) Licensee shall use the services of ASM GLOBAL's exclusive ticket contractor, Ticketmaster, ASM GLOBAL's box office and other locations selected by ASM GLOBAL for all event ticket sales.
- (j) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall assist ASM GLOBAL in its efforts to control and prevent such ticket "scalping".
- (k) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of ASM GLOBAL. In such event, donations or collections are granted by ASM GLOBAL in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for determining the License Fee due to ASM GLOBAL.
- (l) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by ASM GLOBAL in addition to all state and local laws, orders, or mandates including but not limited to OSHA and ADA.



(m) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of ASM GLOBAL.

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(o) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(p) If requested by ASM GLOBAL, Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by ASM GLOBAL in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by ASM GLOBAL to Licensee in any artwork or other depiction thereof.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee acknowledges that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event comply with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that ASM GLOBAL shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

18. Liquidated Damages. If Licensee cancels any Event or significantly reduces the use of Authorized Areas covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

(a) If Licensee cancels more than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL as liquidated damages.

(b) If Licensee cancels more than six (6) months but less than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL, and Licensee shall further pay one half of the License Fees described in Section 5 as liquidated damages.

(c) If Licensee cancels less than six (6) months before the first scheduled day of the Event, or is in default of any of the terms of this Agreement, the entire License Fee shall be payable to ASM GLOBAL as liquidated damages.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the Owner or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgement.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. ASM GLOBAL and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections, which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM GLOBAL. ASM GLOBAL shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, ASM GLOBAL shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, or (iv) when sent by facsimile and a confirmation receipt is obtained; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to ASM GLOBAL: ASM GLOBAL
848 M Street, Second Floor
Fresno, CA 93721
Attention: General Manager

Copy to: ASM GLOBAL
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428
Attention: Director of Risk Management
Facsimile: (215) 592-6699

If to Licensee: Fresno Unified School District
% Bryan Wells
Assistant Superintendent, Student
Engagement Specialty School's Graduation 2024.
2309 Tulare Street, Fresno, CA 93721
Phone: 559.457.3476 Fax: N/A
Email: leticia.desantiago@fresnounified.org

(e) Non-Exclusive Use. ASM GLOBAL shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(f) Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the scheduled event **FUSD- Fresno Specialty Schools Graduation 2024**. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel- room nights for the City of Fresno; the combined economic impact of the new event, must exceed the **FUSD- Fresno Specialty Schools Graduation 2024** to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the **FUSD- Fresno Specialty Schools Graduation 2024**. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.

(g) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(h) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by ASM GLOBAL in connection with the sale of tickets for any Event.

(i) Union Agreement. ASM GLOBAL is a party to a Union Agreement with Local 158 of IATSE in which the membership has been granted certain work-related jurisdictions. The Union Agreement applies to most event types and all facilities that encompass the Fresno Convention & Entertainment Center (FCEC). The Licensee acknowledges this association; further the Licensee understands and agrees it will comply with the terms and conditions of the Union Agreement as administered by ASM GLOBAL with respect to the event herein described.

(j) Items NOT permitted in FCEC venues. The below items are not permitted inside the Fresno Convention & Entertainment Center venues. Prohibited items include, but not limited to:
Chewing gum / Candy / Silly String / Bubbles / Helium filled balloons (Excludes balloon arches/columns filled with compressed air) / Glitter / handheld Air Horns / Cold Sparkle Boxes
Use of oil-based Haze Machines / Open Flame Candles / Usage of tape onto anything other than stage production use. If such items as noted above are brought into FCEC venues, may result in fines to Licensee on final Settlement/Billing for event as applicable.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

ASM GLOBAL, LLC

Jeff Wolff

Jeff Wolff – General Manager
Fresno Convention & Entertainment Center

01 / 23 / 2024

DATE Approved As To Form:

Stacey Sandoval

Feb 8, 2024

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District

Bryan Wells

Bryan Wells-
Assistant Superintendent, Student Engagement

1/23/24
DATE

Client Initials If event details/room set up changes after Move In occurs, there will be a labor cost of \$50/per hour, per staff member needed to meet the room setup change(s).

Client Initials Certificate of Insurance (COI) showing proper coverage to be provided to FCEC as outlined on pg. 7 of this License Agreement, Section 10.

Client Initials If Union IATSE Stagehands are unable to Walk-Away for a Meal period (no later than 5th Hour of work), Licensee must provide meals as applicable to avoid Meal Penalty charge(s) in Final Settlement/Billing.

Client Initials If FCEC provides meal(s) to Union IATSE Stagehands, the rate is \$30 per staff meal provided.

Client Initials NO confetti / streamers to be used without prior written consent from the venue. If any effect as such is used without venue consent a \$1,000 penalty fee will be included in the final Invoice/Settlement.
Prohibited items included, but not limited to: Silly String, Bubbles, Helium filled Balloons (Excludes balloon arches/columns filled with compressed air), Glitter, handheld Air Horns, Cold Sparkle Boxes, Open Flame Candles, Propane tanks, Laser pens, Vaping devices.

Client Initials NO taping or attaching to venue property with signage/assigned dressing rooms backstage. If taping or attaching is used without consent in dressing rooms, a \$100 fee will be added to the final settlement/bill of this event.

Client Initials Saroyan Theatre/Arena events will be provided with package of (4) dressing rooms only, any additional space must be advanced with your Event Manager. Complete Backstage Dressing room requirement & ancillaries must be advanced prior to event Move-IN, including confirmation of dressing room quantity needed for this production. Any items not advanced or additional rooms/ancillaries needed backstage on Day of Show will be an added charge at time of event settlement.

Such items included, but not limited to:

* Risers * Piano * Piano tuning * Towels * Iron w/board * Clothing Steamer * Garment Racks * Gases *
* Laundry rooms * Exclusive Star Dressing w/private restroom/shower * Green room access/usage *
* Pipe/Drape on-stage quick-change dressing rooms *

EXHIBIT "A" TO USE LICENSE AGREEMENT

Fresno Unified School District

"Specialty Schools Graduation 2024 "

% Bryan Wells.

Assistant Superintendent, Student Engagement

2309 Tulare Street,

Fresno, CA 93721

Contact: Leticia deSantiago Phone: 559.457.3476 Fax: N/A

e-mail: leticia.desantiago@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Saroyan Theatre	Thursday	May 30, 2024	8:00 AM – 11:00 PM	Move In/Event/Move Out



EXHIBIT "B" FINANCIAL SUMMARY REPORT

Fresno Unified School District

"Specialty Schools Graduation 2024 "

% Bryan Wells.

Assistant Superintendent, Student Engagement

2309 Tulare Street,

Fresno, CA 93721

Contact: Leticia deSantiago Phone: 559.457.3476 Fax: N/A

e-mail: leticia.desantiago@fresnounified.org

Thursday, May 30 2024 | Saroyan Theatre

LICENSE FEE / RENT			
MOVEIN/EVENT/MOVE OUT	Thursday May 30, 2024	Saroyan Theatre - • Cambridge (8:00am – 11:59pm) • Fresno Adult H.S. & GED (9:00am Rehearsals - 7:30pm Graduation) • DeWolf (10:00am Rehearsals - 11:00am Graduation) • J.E. Young (1:30pm Rehearsals - 3:30pm Graduation) (8am Rehearsals - 5:30pm Graduation)	\$4,322
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)		TBD
RENT TOTAL		Non-Profit -TOTAL	\$4,322
EQUIPMENT			
MEAL FUNCTION	Tables QTY: TBD Chairs QTY: TBD (Included based on guaranteed catering)		INCLUDED
TABLES	\$22/ each QTY: 10 (Based on 2023 Event)		\$220
CHAIRS	\$3/ each QTY: 290 units (Based on 2023 Event)		\$870
PODIUM	\$35/ each (Based on 2023 Event)		\$35
WIFI CONNECTIVITY	\$25 per logged in device (5-7 Mbps)		TBD
STAGING	\$40 per 4' x8' deck QTY: 50 (Based on 2023 Event)		\$2,500
PARKING	\$10 / Vehicle – Passes to picked up from our Sales & Marketing office @ 170 passes (Based on 2023 Event)		\$1,700
AUDIO	\$550 per day Theatre Audio Package		TBD
AUDIO/VISUAL	Licensee can source vendor or select from FCEC approved vendor list- Proof of liability required.		TBD
ELECTRICAL	Electrical: \$135/per 20AMP Service connect		INCLUDED
SERVICES&PERSONNEL			
EVENT STAFF	Ticket Takers, Ushers, Security *Estimate only; final based on actual client/event hours(based on 2023)		\$8,900 (+/-)
UNION STAGEHANDS	Stagehands/Loaders *Estimate only; final based on actual client/event hours (based on 2023)		\$7,500 (+/-)
EVENT INSURANCE	\$1/person in attendance or Insurance provided by Signatory QTY: TBD		TBD
BOX OFFICE FEE			
Box Office	Ticketed Event processing \$.75/ticket issued to FUSD - QTY: 2,350(+/-) Tickets per school		TBD
Fresno Adult H.S. & GED	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.		TBD
DeWolf	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.		TBD
J.E. Young	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.		TBD
Cambridge	Box Office Ticket @\$.75 # of tickets Pending Confirmation from FUSD Admin.		TBD
			\$28,397

Proposal with estimated expenses of \$ 28,397 should not be considered the Final cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	Sept 6, 2023
Deposit Amount due	\$14,199	Sept 20, 2023
Remaining Estimated Balance	\$14198	March 25, 2024
TOTAL ESTIMATED EXPENSES	\$28,397	

- **House Sound:** Not available at the William Saroyan Theatre.
- **Graduations Ticketing:** Licensee shall use the services of FCEC exclusive -Ticketmaster, FCEC box office.
- **Catering & Concession Services:** All food and beverages services, including alcohol, backstage catering and concessions are Provided by FCEC exclusive caterer and concessionaire.
- **FCEC/ASM Global reserves the right to demand the balance of estimated expenses, 10 days prior to the event**

Signature Certificate

Reference number: GAJQH-CV63N-FIDYS-JFQ5W

Signer

Timestamp

Signature

Jeff Wolff

Email: jeff.wolff@fresnoconventioncenter.com

Sent:

24 Jan 2024 00:05:21 UTC

Viewed:

24 Jan 2024 00:14:18 UTC

Signed:

24 Jan 2024 00:15:36 UTC

Jeff Wolff

Recipient Verification:

✓ Email verified

24 Jan 2024 00:14:18 UTC

IP address: 198.200.238.254

Location: Fresno, United States

Document completed by all parties on:

24 Jan 2024 00:15:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

03742

Vendor Number

Save Mart Center

2650 E Shaw Ave, Fresno CA 93710

Vendor Name

(559) 278-3401

Address

Sean McElhinney

Phone Number

Vendor Contact

From: 3/7/2024

Through: 6/6/2024

Term (Duration)

FUSD Contract Administrator:

Leticia deSantiago

G2 Student Engagement

(559) 457-3476

Name

Site/ Dept

Telephone number

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

030-0675-0725-1981-5110

Annual Cost \$ 204,000.00

(Estimated Amount)

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

Yes ☐

No ☒

Scope of Work Summary:

The vendor agreement includes rental of facilities (Save Mart Center), utilities, staffing, health/safety protocols, production, practice time, and staging to host the Class of 2024 high school graduation ceremonies for Bullard, Edison, Fresno, Hoover, Roosevelt, and Sunnyside from Monday June 3, 2024 through Wednesday June 5, 2024. This agreement also includes our load in date of Sunday June 2, 2024, which will allow for the African American student recognition program and the Latinx student recognition program. A \$10,000 non-refundable rental deposit is being requested, upon approval of this contract.

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: 02/21/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Bryan D. Wells

January 22, 2024

Signed

Date 01/23/2024

Reviewed & approved by Cabinet Level Officer

Signed

1/19/2024

Date

Reviewed & approved by Risk Management

Signed

Feb 8, 2024

Date

Please return signed agreement back to (name/email) : Leticia deSantiago/leticia.desantiago@fresnounified.org

**SAVE MART CENTER AT FRESNO STATE
LICENSE AGREEMENT**

THIS AGREEMENT ("AGREEMENT"), made this 7th day of March, 2024, by and between ASM GLOBAL, a Pennsylvania General Partnership (ASM GLOBAL), hereinafter referred to as LICENSOR, with an address of 2650 E. Shaw Avenue, Fresno, California 93710, as agent for California State University, Fresno Association, Inc., and Fresno Unified School District, hereinafter LICENSEE, whose address is 2309 Tulare Street, Fresno, CA 93721-2287.

WITNESSETH

1. FOR AND IN CONSIDERATION, of the sum hereinafter specified, the LICENSOR grants to LICENSEE the use of SAVE MART CENTER for the Fresno Unified School District High School Graduation Celebrations on Sunday, June 2, 2024, Monday, June 3, Tuesday, June 4, and Wednesday, June 5, 2024 (the "Events") and for no other purposes whatsoever without consent of LICENSOR endorsed on this license. The Events shall commence at 3:00 p.m. and 7:00 pm on Sunday, June 2 and 4:00 p.m. and 8:00 p.m on Monday, June 3, Tuesday, June 4, and Wednesday, June 5, 2024. The Events shall conclude at approximately 10:00 p.m. on Sunday, June 2 and 9:30 pm on all other days. Access to the licensed premises shall be granted at 8:00 a.m. on Sunday, June 4, 2024, or a mutually agreeable day based on event calendar. The licensed premises shall consist of the arena floor, the spectator seating area, available dressing rooms, locker rooms, production offices, green room, and such other areas permitted by LICENSOR for the sole purpose of presenting the Event ("PREMISES").

2. RENTAL, DEPOSIT AND LIQUIDATED DAMAGES. LICENSEE agrees to pay LICENSOR the following license fee for said space:

License Fee: **\$29,000.00** License fee includes the initial set-up of the event configuration, use of all facility-owned equipment, and utilities.

LICENSEE shall pay for all staffing expenses, including but not limited to, event coordinator, ticket takers, ushers, peer security, uniform security, law enforcement, medical services, event receptionist, engineers, operations and maintenance, cleaning services, any other personnel required for the operation of the events, and phone lines. Total expenses for the abovementioned expense categories estimated to be 135,000.

LICENSEE shall pay for the risk and all costs and expenses of producing and conducting the Event, which include, but are not necessarily limited to all sound equipment, lighting, production equipment, stagehands, and other such costs necessary to stage the show, as applicable. LICENSEE will be responsible for the costs of advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, phones, pyro/fire watch expenses (if any), audio/visual services personnel, operations personnel necessary for any rehearsals, and other promoter/artist requested expenses, as applicable. Total expenses for the above mentioned expense category is estimated at \$40,000

Actual event expenses may differ from the estimate and added charges will apply for any additional equipment or services required or requested by your event. Added charges will be billed after the event.

Upon execution of this Agreement, LICENSEE shall submit a deposit of **\$10,000.00** which shall be applied as a non-refundable rental deposit for the Event. LICENSEE also agrees to timely make additional deposits with LICENSOR on written notice or to LICENSOR'S representative at SAVE MART CENTER of such sums as are necessary to cover those costs which LICENSOR reasonably determines it would encounter on behalf of LICENSEE in relation to the event. The amount paid on execution and delivery of this instrument shall be forfeited in favor of LICENSOR as liquidated damages, if LICENSEE shall, for any reason whatsoever, cancel this contract. In such situation, the parties agree that said amount would be a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by LICENSOR in the event that LICENSEE cancels this AGREEMENT. In the event of any cancellation by the LICENSEE, regardless of notice given, LICENSOR shall be reimbursed for any and all expenditures undertaken by LICENSOR on LICENSEE's behalf, in addition to the liquidated damages provided above.

If SAVE MART CENTER is licensed to LICENSEE for a fixed sum, any balance of such fixed sum that may be due shall be paid prior to each Event, and when licensed on a percentage basis, the balance due, if any, shall be paid immediately following the Event. If for any reason such license fee is not paid as aforesaid, it is agreed that box office receipts in the possession of the LICENSOR may be withheld by LICENSOR and applied to the payment of such license fee and LICENSEE waives all rights to that portion of the box office receipts necessary to pay such license fee. If for any reason the duration of the event exceeds that which was agreed upon herein, additional license fees will be charged at \$1,500.00 per one-half-hour or portion thereof.

3. INSURANCE AND INDEMNIFICATION. LICENSEE agrees to obtain at its own expense, and to keep in full force and effect during the use or occupancy of the PREMISES, the following insurance policies with a company authorized to do business in California. Each policy of insurance obtained and maintained by LICENSEE must be endorsed to be primary of all other valid and collectible insurance of LICENSOR and LICENSEE, and the certificate and/or certificates of insurance to be furnished by LICENSEE to LICENSOR must certify that such policy of insurance has been endorsed to be primary of all other valued and collectible insurance of LICENSEE and LICENSOR. If pyrotechnic displays will be used, the pyrotechnic vendor must submit to LICENSOR an insurance certificate meeting the same stipulations as LICENSEE.

Commercial General Liability – (including personal injury, contractual, products liability, and the acts of independent contractors) occurrence insurance only will be accepted, claims-made insurance is unacceptable.

Combined single limit per occurrence coverage for personal and advertising injury, property damage, products and completed operation	\$2,000,000.00
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Workmen's Compensation (statutory)

The commercial general liability coverage is to include contractual liability applicable to the indemnification provision of this AGREEMENT.

LICENSEE shall name as additional insureds, **ASM GLOBAL**, the State of California, Trustees of the California State University, California State University, Fresno, the **California State University, Fresno Association, Inc.**, and all of said entities' agents, employees, representatives, boards, directors, officers, divisions, and affiliates (hereinafter "ADDITIONAL INSURED"). Fifteen (15) days prior to the commencement of the licensed use of the PREMISES, LICENSEE shall furnish LICENSOR with a certificate of insurance and also a copy of original endorsements effecting coverage required by this clause as evidence that the required coverage is in effect. LICENSEE will be required to furnish LICENSOR a list of exceptions and exclusions in addition to the certificate of insurance. All insurance coverage required by this AGREEMENT must carry a thirty (30) day notice of cancellation. All deductibles arising from insurable events shall be the sole financial responsibility of LICENSEE. All

insurance policies required pursuant to this section 3 shall be endorsed to provide that the underwriters and insurers waive any subrogation rights against each of the ADDITIONAL INSURED.

LICENSEE will protect, indemnify, save and hold harmless ASM GLOBAL, the LICENSOR, the State of California, the Trustees of the California State University, California State University, Fresno, and all of said entities' agents, employees, representatives, boards, directors, officers, divisions and affiliates ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSEE, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSEE or anyone using or occupying said PREMISES as a patron or an invitee of LICENSEE, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the acts or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

LICENSOR will protect, indemnify, save and hold harmless the District and its agents, employees, Board of Trustees ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSOR, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSOR or anyone using or occupying said PREMISES as a patron or an invitee of LICENSOR, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the act or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

4 **SUITES.** The PREMISES shall not include the luxury suites (the "Suites"). LICENSOR shall retain the right to lease, license or sell, on a seasonal or other basis, the Suites and all other proceeds from the use, license, lease, or sale of such Suites shall belong exclusively to LICENSOR and shall not be included in the box office settlement.

5. **UTILITIES AND EQUIPMENT.** Rent includes the on-site electric lights, heat and/or air conditioning and equipment customarily provided by LICENSOR and determined necessary by LICENSOR for the presentation of the attraction. LICENSOR shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the reasonable control of LICENSOR, including but not limited to acts of God, accidents, repairs or strikes. Such failure shall not constitute a default on the part of Licensor, nor shall LICENSOR be liable, under any circumstances, for loss of or damage to property, however, occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities provided by this paragraph, or for any interruption to LICENSEE's business, however, occurring.

6. **SETUP.** The license fee includes setup of facilities as customarily provided by LICENSOR. It does not include stagehands, electricians, carpenters, or decorators during and after the event and/or other similar personnel that may be required in addition to those described in Paragraph 2 herein.

7. **MOTION PICTURES, RADIO AND TELEVISION.** LICENSEE shall have the right to negotiate and enter into agreements for granting of motion picture, radio or television or recording rights in connection with the staging of any performance under the terms of this license. LICENSOR agrees to allow LICENSEE to retain any and all revenues for any filming, recording, broadcasting, and/or other similar rights for this event.

8. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS. With respect to any Event on the PREMISES, LICENSEES shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEES under this Agreement do not include royalty, copyright, or other payments which may be payable on behalf of third party owners of such Works, and LICENSEES agree hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. LICENSEES specifically agree, undertakes, and assumes the responsibility to make any and all reports to such agencies and /or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. LICENSEES agree hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. LICENSEES further agree hereby to provide to ASM GLOBAL any such compliance evidence as may be requested by ASM GLOBAL in advance of or after any such Event. LICENSEES agree that the obtaining and maintaining of such evidence by LICENSEES is a material condition of this Agreement. LICENSEES agree to indemnify, defend, protect, and hold harmless ASM GLOBAL and all other Indemnities (as that term is defined in this Agreement) of and from all and all manner of losses arising in any way from the use by LICENSEES of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the publication, display, or performance by LICENSEES, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

In addition to the foregoing, LICENSEE and its agents, guests and employees will observe and comply with all laws, ordinances, and regulations adopted or established by the United States, the State of California, the City of Fresno, and Fresno County; and with all rules and regulations provided by SAVE MART CENTER, LICENSOR, the Trustees of the California State University, and California State University, Fresno. LICENSEE will obtain at its own expense, all licenses, permits and union and trade organization clearances required by any public body or by contract for use by LICENSEE of the licensed PREMISES in the manner contemplated by this Agreement.

9. STAFFING. LICENSOR shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical (for patrons), cleaning personnel, receptionist, maintenance/operations staff, engineers, and event coordinator. Any services that are required by LICENSEE that are not part of the scope of this AGREEMENT shall be subcontracted for by LICENSEE, or if provided by LICENSOR, billed at rates quoted in LICENSOR's published rate schedule (Exhibit A). If LICENSEE requests use of facility video boards, staffing, expenses related to said request shall be paid by LICENSEE and are not included in the base license fees described in Paragraph 2. LICENSOR shall have final say as to the minimum number of personnel required.

10. PERFORMANCE APPROVAL. LICENSOR retains sole approval rights of performance, exhibition or entertainment to be offered under this AGREEMENT and LICENSEE agrees that no such activity or part thereof shall be given if LICENSOR at any time prior to the Event files written objections on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this AGREEMENT. In the event of such occurrence, LICENSEE shall forfeit all rights under this contract and shall have no legal recourse against LICENSOR for any damages or for the return of any license fee deposits.

11. CONCESSIONS AND PARKING. LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to, all parking rights and

privileges, the sale of all concession items, programs and novelties, and all rights to set up and operate any and all concessions and catering. LICENSEE shall not sell or give away any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of LICENSOR. LICENSEE is aware that LICENSOR and its affiliated companies have the exclusive right for the sale and distribution of all food, beverage and merchandise (including T-shirts, novelties and programs) on SAVE MART CENTER property, and LICENSEE agrees to negotiate with LICENSOR accordingly. Parking shall be charged and retained by LICENSOR at rate of \$10.00 per vehicle.

12. ADVERTISING. LICENSEE agrees that all advertising and promotion of the event will be truthful and accurate. LICENSEE further agrees no advertising or promotion will be instituted without LICENSOR having previously given written approval of the message content, format and placement, which approval LICENSOR may grant or deny in its sole discretion. LICENSEE shall not use the LICENSOR'S name(s) and/or logo(s), nor shall it reference show times, hours of operation and ticket purchasing and pricing without the express written consent of LICENSOR. LICENSOR reserves the right to promote other Arena events or recognize Arena sponsors via in-house audio-visual systems during periods which do not conflict with the Event performance (pre-show, intermission, time-outs, post-show).

13. CONTROL OF SAVE MART CENTER. LICENSOR reserves the right to control the management and/or operation of said SAVE MART CENTER and to enforce all necessary and proper rules for the management and operation of same. Notwithstanding anything to the contrary, LICENSOR reserves for its manager and employees the right to enter any part of said SAVE MART CENTER at any time and on any occasion.

14. SIGNS AND DECORATIONS. LICENSEE will neither post nor erect any decorations, signs, advertisements or posters of any kind or description on the PREMISES or any portion of the SAVE MART CENTER and/or other properties of LICENSOR unless specific, prior approval has been obtained from LICENSOR, which approval LICENSOR may grant or deny in its sole discretion.

15. COPYRIGHTS, TRADEMARKS, TRADE NAMES AND PATENTS. LICENSEE assumes all responsibility for and shall indemnify, defend and save and hold harmless the INDEMNITEES from and against any trade mark, trade name, copyright, patent infringement claims and all other intellectual property claims that may occur by the use of any trade marked, trade named, copyrighted, or patented material in connection with LICENSEE'S use of the licensed PREMISES or promotion or advertisement thereof.

16. BUILDING OR EQUIPMENT DEFACEMENT OR DAMAGE. LICENSEE agrees neither to damage, mar, nor in any manner deface SAVE MART CENTER equipment and shall neither cause nor permit anything to be done whereby the said PREMISES or equipment shall be in any manner injured, damaged, marred or defaced, nor shall LICENSEE drive or permit to be driven any nails, hooks, tacks or screws in any part of said building or equipment, nor shall LICENSEE make or allow to be made any alteration of any kind therein without express permission of LICENSOR. Damage to building or equipment shall be the sole liability of LICENSEE who agrees unequivocally to promptly reimburse LICENSOR for the cost of repairing damage to be building or equipment in an amount as reasonably determined by LICENSOR.

If the PREMISES or any portion of the SAVE MART CENTER shall be damaged by the act, omission, default or negligence of LICENSEE or LICENSEE's agents, subcontractors, employees, patrons, invitees, guests, or any person admitted to said PREMISES by LICENSEE, LICENSEE will promptly pay to LICENSOR, upon demand, in cash, a sum equal to the cost of repairing and restoring the PREMISES to their condition as of the commencement of this license as deemed appropriate by

LICENSOR, or LICENSEE will, at the option of and with the approval of LICENSOR, make or cause to be made such restoration and repairs at its own expense.

17. LOSS OF USE OF BUILDING. Should the space covered by this AGREEMENT or any part hereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or exercise of the police power or other unforeseen occurrence shall render the fulfillment of this contract by LICENSOR impracticable, LICENSOR shall not in any case be liable or responsible to LICENSEE for any damage or loss caused thereby. If because of an emergency such as but not limited to, an air raid, air raid warning, curfew, riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, LICENSOR shall not be liable or responsible to LICENSEE for any loss or damage caused thereby. In the event that the herein mentioned situations occur, LICENSEE will only be entitled to the return of any rental deposit paid and any additional rental due shall be waived.

18. INTERMISSION. If it is determined that the Event will have an intermission, LICENSOR will be notified, in advance, of the time and duration of said intermission.

19. DEFAULT BY LICENSEE. Except with regard to cancellation of this AGREEMENT by LICENSEE and the resulting entitlement of LICENSOR to liquidated damages pursuant to paragraph 2 hereof, in the event LICENSEE should default in the performance of any of the covenants contained in this license, or in the event LICENSEE should dissolve, cease doing business as a going concern, or become insolvent or bankrupt, LICENSOR shall have the option to terminate this license and all of LICENSEE's rights hereunder, and in the event of such termination, LICENSEE shall be obligated to pay to LICENSOR, on demand, any damages sustained by LICENSOR by reason of LICENSEE's actions or inactions, and the resulting termination of the license, whether arising because of LICENSOR's inability to re-license the PREMISES or otherwise. The provisions of this paragraph shall apply in conjunction with and in addition to those contained in Paragraph 10 relative to LICENSEE's failure to observe LICENSOR's performance and presentation standards.

20. CANCELLATION BY LICENSOR. Use of the SAVE MART CENTER is hereby licensed to Licensee only for the purpose stated in Paragraph 1 of this AGREEMENT. Any misrepresentation by LICENSEE or other person in obtaining this AGREEMENT shall be sufficient grounds for immediate cancellation of this AGREEMENT by LICENSOR without liability of LICENSOR, without obligation of LICENSOR to refund any deposit paid by LICENSEE, and without loss of any right of LICENSOR against LICENSEE.

In the event of such misrepresentation or violation of any other provisions of this AGREEMENT, LICENSOR, its agents or employees shall further have the right to refuse to allow LICENSEE to use the PREMISES, or if LICENSEE is already using the PREMISES, to cause the ceasing of all LICENSEE's activities and the removal of LICENSEE from the PREMISES.

21. RESPONSIBILITY FOR PERSONAL PROPERTY. LICENSOR shall not be responsible for any loss or damage to personal property placed in or about the SAVE MART CENTER belonging to LICENSEE, its servants, agents, subcontractors, guests, patrons and invitees, and LICENSEE shall hold LICENSOR and all other INDEMNITEES harmless from all claims arising out of loss or damage to such personal property. LICENSEE shall remove from the PREMISES immediately upon the conclusion of the Event, all property belonging to LICENSEE and all property brought into or unto the PREMISES by LICENSEE or by persons associated with LICENSEE in its use and occupancy of the aforesaid PREMISES. If LICENSEE fails to remove all such property, LICENSOR shall have the right to cause the removal and storage of any such property at LICENSEE's sole risk, cost and/or expense, but nothing herein shall in any way constitute LICENSOR as a bailee of any such properties whether owned by LICENSEE or by any other person.

22. ASSIGNMENT AND SUB-LICENSING. This AGREEMENT shall not be assigned nor shall the PREMISES be sub-licensed without the prior written consent of LICENSOR, which consent may be granted or denied in LICENSOR'S sole discretion.

23. WAIVERS. Waiver of one or more terms or conditions of this AGREEMENT shall not be deemed a modification or waiver of any other provisions of this license. No waiver shall be effective or binding upon LICENSOR unless it is in writing, duly executed by LICENSOR and LICENSEE, as an amendment to this AGREEMENT.

24. TAXES AND TAX RETURNS. LICENSEE shall be solely responsible for filing any and all federal, state and local tax returns and payment of all taxes due that arise out of LICENSEE'S use of the PREMISES, and indemnify, defend and hold INDEMNITEES harmless therefrom. LICENSOR reserves the right to prepare and file with any governmental agency any admission tax return required and to pay said taxes from funds to be deducted and retained from the sale of admission tickets, but LICENSOR shall have no obligation to file any tax returns or pay any taxes due by LICENSEE. The parties recognize that LICENSEE'S use of the PREMISES pursuant hereto may constitute a possessory interest therein subject to taxation by state and/or local taxing authorities. LICENSEE agrees to be wholly responsible for, and shall timely pay any such taxes, and shall remit such taxes demanded together with any interest and penalties associated therewith and, at no expense to the LICENSOR, and LICENSEE shall indemnify, defend and hold INDEMNITEES harmless therefrom.

25. LICENSOR'S PRIVILEGE AND RIGHT TO WITHHOLD FUNDS. LICENSEE hereby confers upon LICENSOR a first and paramount lien, pledge and privilege on all box office receipts collected from any and all box office locations for any sums due it under this AGREEMENT and shall have the right to retain so much of the same as shall be necessary to discharge LICENSEE's obligations to LICENSOR hereunder. LICENSEE hereby further authorizes LICENSOR to withhold from any other funds, that may be due LICENSOR, such sums as may be due LICENSOR pursuant to this AGREEMENT, including without limitation, any amount for damages for which LICENSEE may be liable to LICENSOR.

26. ATTORNEY FEES. In case suit or action is instituted by LICENSOR to enforce compliance with this AGREEMENT, LICENSOR shall be entitled to recover reasonable attorney fees from LICENSEE in addition to the costs and disbursements provided by statute.

27. APPLICABLE LAW. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of California. With regard to any disputes that may arise out of this AGREEMENT, the parties consent to the jurisdiction of the courts of the State of California, and agree that venue of any such action is exclusively proper in the County of Fresno.

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IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

LICENSEE:

Fresno Unified School District

Name of Company

Signature of Authorized Officer

Patrick Jensen, Chief Financial Officer

Printed Name of Authorized Officer

Telephone Number

LICENSOR:

ASM GLOBAL

Name of Company



Sean McElhinney
General Manager

1.23.2024

Approved As To Form:



Feb 8, 2024

Stacey Sandoval, Executive Director
Risk Management



SAVE MART
CENTER
FRESNO STATE

EXHIBIT A STAFFING / EQUIPMENT / SERVICES RATE SCHEDULE

EVENT STAFFING

Event Coordinator	\$ 250.00 /event
Patron Service Manager	\$ 38.67 /hr.
Usher Supervisor	\$ 24.90 /hr.
Ticket Taker Supervisor	\$ 24.90 /hr.
Guest Services Representative	\$ 24.90 /hr.

Usher	\$ 24.68 /hr.
Ticket Taker	\$ 24.68 /hr.
Ticket Seller	\$ 24.68 /hr.
Event Receptionist	\$ 26.15 /hr.
Parking Attendant	\$ 24.68 /hr.
Parking Supervisor	\$ 26.99 /hr.
Audio/Visual Technician	\$ 28.09 /hr.
Engineer	\$ 39.11 /hr.
Operations/Conversion Sup.	\$ 28.09 /hr.
Operations/Conversion Staff	\$ 26.15 /hr.

Event Peer Security Manager	\$ 34.00 /hr.
Event Peer Security Supervisor	\$ 33.50 /hr.
Event Peer Security Guard	\$ 31.75 /hr.
Uniformed Security Guard	\$ 31.75 /hr.

Police Officers	Actual charges from PD
Ambulance (incl. 2 staff)	\$ 228.00 /hr.
Paramedic	\$ 95.00 /hr.
EMT	\$ 95.00 /hr.
Fire Watch (per person)	\$ 237.39 /hr.

Housekeeping Supervisor	\$ 26.70 /hr.
Housekeeping Staff	\$ 24.50 /hr.

POST-EVENT CLEANING

Daily attendance	Per Patron
0 to 2,000	\$1.25
2,001 to 3,000	\$1.07
3,001 to 5,000	\$1.00
5,001 to 7,500	\$0.94
7,501 to 10,000	\$0.83
10,001 to 12,500	\$0.71
12,501 to Cap.	\$0.67

DIRT EVENTS – EXTRA CLEANING CHARGE

Floor Only	\$ 2,250.00 Flat
Floor/Backstage	\$ 4,500.00 Flat

STAGE LABOR

IATSE Local 158 - Fresno

See Exhibit B

FACILITY EQUIPMENT/SERVICES

Phone Sets	\$ 150.00 /line
Phone Long Distance	Actual Charge
High Speed Internet	\$ /location
200.00	
Dressing Room Furniture	\$ 100.00 /room
Scissor Lift	\$ 50.00 /event
Forklift (w/extensions)	\$ 125.00 /event
Staging	
4'x8' panel various heights	\$ 10.00 /panel
Stairs and skirting included	
Half-house curtain	\$ 500.00 /event
Spotlights	\$ 125.00 Each
Chairs- folding or stacking	\$ 1.00 Each
Tables - various sizes	\$ 10.00 Each
Table Cloths	\$ 2.00 Each
Table Skirts	\$ 5.00 Each
Towels	\$ 2.50 Each
Lectern - standard or table top	\$ 25.00 Each
Pipe and Drape - 8 feet high	\$ 3.00 /linear ft.
Tensa-Barrier -7 foot sections	\$ 2.00 /section
Easels	\$ 5.00 Each
Barricades	\$ 5.00 Each
Microphones	\$ 10.00 Each
TV/VCR cart	\$ 50.00 /event
Portable sound system	\$ 200.00 /event
Lighting tower	\$ 85.00 Each
Video Scoreboard	\$ 500.00 /event
Video board w/control room	\$ 400.00 /event
Technical/Show Director	\$ 45.00 /hr.
Video Replay Operator	\$ 40.00 /hr.
Camera Operator	\$ 35.00 /hr.
Venus Operator	\$ 25.00 /hr.
Video Engineer	\$ 35.00 /hr.
Utilities for camera operator	\$ 25.00 /hr.
Avid Editing, with editor	\$ 150.00 /hr.
Field camera w/operator DVC Pro	\$ 150.00 /hr.
Fixed goal or P.O.V. cameras	\$ 50.00 /day
Crewing, Set-up, Insurance Fee	\$ 125.00 /day

Utilities Fee	\$ 1,500.00 /day
Utilities Fee - Floor only	\$ 500.00 /day

Rates subject to change



01-01-24

EXHIBIT B

STAGEHAND WAGE SCALE

EFFECTIVE September 1, 2023 – August 31, 2024

<u>POSITION</u>	<u>HOURLY RATE</u>	<u>OVERTIME (1.5 Hourly Rate)*</u>
STEWARD (A Steward is mandatory on calls w/ over ten workers)	\$35.98	\$53.97
TIE IN ELECTRICIAN	\$33.67	\$50.51
DEPARTMENT HEADS (Light, Audio, Video, Carp & Prop)	\$33.67	\$50.51
STAGEHANDS / GRIPS / WARDROBE	\$27.21	\$40.82
TRUCK/TRAILER LOADERS. (Do not convert to hands)	\$31.50	\$47.25
UP / HEAD RIGGERS	\$46.81	\$70.22
DOWN RIGGERS	\$44.14	\$66.21
FORKLIFT and AERIAL EQUIPMENT OPERATORS	\$31.50	\$47.25
HOUSE / EVENT TECHNICIAN	\$34.35	\$51.53

*(Overtime after 8 regular time hours / Midnight – 3:00 a.m. / 6:00 a.m. – 8:00 a.m.) **(Double Time: 3:00 a.m. – 6:00 a.m.)

TRADE SHOWS: The same rates shall apply in all positions

SHOW CALLS: Show calls are billed at a flat rate of 3 1/2 hours and begin no earlier than one half hour prior to the ticketed start time. Shows that run overtime, shall be billed in ½ hour increments of the “show call” hourly rate.

<u>POSITION</u>	<u>PERFORMANCE “SHOW” CALL RATE</u>	<u>Hourly Rate</u>	<u>½ Hourly</u>
<u>Rate</u>			
STEWARD	\$152.85	\$43.67	\$21.84
DEPARTEMENT HEAD	\$143.01	\$40.86	\$20.43
(Including: HOUSE LIGHT OPERATOR)			
STAGE HANDS / GRIPS	\$115.57	\$33.02	\$16.51
(Including: WARDROBE & HAIR STYLISTS)			
SPOTLIGHT OPERATOR (House or Robo)	\$130.76	\$37.36	\$18.68
SPOTLIGHT OPERATOR (Truss)	\$144.13	\$41.18	\$20.59
PYRO – TECHNICIAN (Assistant)	\$143.01	\$40.86	\$20.43
TECHNICAL DIRECTOR	\$152.25	\$43.50	\$21.75
CAMERA OPERATOR	\$144.13	\$41.18	\$20.59

1. Add \$20.00 per performance for stagehands, which are required to be “in costume” and on stage during the performance)
2. Shows that are “Commercially Filmed, Video Taped, Audio Recorded or Streamed Live to an audience outside of arena” shall require a Double Show Call rate during the “recorded” performance(s). If on a recognized holiday, employees will be paid at a rate of 1.5 times the show call rate + an additional show call (double time + 1/2)

45% will be added to the labor subtotal to cover Payroll Costs and Benefits. This rate is subject to change.

The Load-In, Load-Out, and Show Calls are billed as separate work calls. The Load-In and Load-Out of a performance or event are “billed” at a minimum of a four-hour work call. Once activated Department Heads stay on all day.

Holiday rates apply on New Years Day, Martin Luther King’s day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Eve, Christmas Day and New Years Eve.



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Harrison Peters, Men of Color in Educational Leadership

ITEM DESCRIPTION: Included in the Board binders is a request to approve an agreement with Harrison Peters to develop a mentor training program that supports the mentoring of aspiring leaders.

Harrison Peter's mentor training services will provide four in person (half day sessions), six virtual training sessions (two-three hours in length) and provide monthly one-on-one mentor sessions for all future and current coaches/mentors.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$48,875 are available in the Leadership Development Budget.

PREPARED BY: Kimberly Villescaz

DIVISION: Human Resources
PHONE NUMBER: (559) 458-3548

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>30800</u>	
Vendor Number	
MCEL Uni	11471 Sunburst Marble Road Riverview, Florida 33579
Vendor Name	Address
407-271-2233	Harrison Peters
Phone Number	Vendor Contact
From: 3/10/2024	Through: 6/30/2024
Term (Duration)	
FUSD Contract Administrator:	
Kimberly Villescaz	Leadership Development 559-281-8844
<i>Name</i>	<i>Site/ Dept Telephone number</i>

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

Annual Cost \$ 48,875.00 (Contract will not be authorized to exceed this amount w/o BOE approval ☒)

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

Yes ☐

No ☒

Scope of Work Summary:

MCEL will provide:
4 in person (half day sessions)
6 virtual trainings (2-3hours in length)
Provide monthly one-on-one mentor sessions for all 14 mentors

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:** 02/21/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**

<i>Kimberly Villescaz</i>	01/25/24
Signed	Date
<i>[Signature]</i>	1/29/2024
Signed	Date
<i>[Signature]</i>	Jan 31, 2024
Signed	Date

Reviewed & approved by **Cabinet Level Officer**

Reviewed & approved by **Risk Management**

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:

District Contact Person: Kimberly Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: MCEL United Inc

Contractor's Contact Person: Harrison Peters

Contractor's Title: Consultant

Contractor's Telephone

Number: 407-271-2233

Contractor's E-mail: mcelleaders@gmail.com

Contractor's Address: 11471 Sunburst Marble Road Riverview, Florida 33579

This Independent Contractor Services Agreement is made and entered into effective 3/10/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and MCEL United Inc ("Contractor").

1. Contractor Services. Contractor agrees to provide

MCEL will provide 4-in persons (half day sessions), 6 virtual trainings (2-3 hours in length, and one-on-one mentor sessions.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 3/10/2024 , 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 \$48,875.00 . Checks will be made payable to Harrison Peters . 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 HP

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): \$48,875.00

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 HP

District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

Contractor's initials



District's initials



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

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

District:

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

Contractor: Harrison Peters

Name: Harrison Peters

Address:

11471 Sunburst Marble Road Riverview,
Florida 33579

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

MCEJ, United Inc.



Name: Harrison Peters *Title:* Consultant

Date

1/25/2024

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Jan 31, 2024

Date



Men of Color in Educational Leadership

**Proposal for Mentor Training
Fresno Unified School District
January 20, 2024**

Men of Color in Educational Leadership (MCEL) - committed to fostering and enhancing the skill development of leaders of color to better their success and influence on change by gaining access to advancement opportunities - is pleased to submit a proposal to the Fresno Unified School District to continue working with its leaders of color to support their development through providing services surrounding **Quantity, Quality, and Care**. Specifically, this proposal will support the development and implementation of a mentoring program for aspiring leaders in FUSD.

MCEL's Provocation

Considering:

- Males of color represent 4% of the educational workforce
- Fewer males of color entering the profession
- Males of color are leaving the profession at a higher rate than other demographics
- Typically, there is a 6–7-year journey to the first administrative role

It is possible for the United States to reach an extinction-level event for Men of Color (MOC) in education leadership by the year 2030.

MCEL's Treatment

- **Quantity:** Increase the number of men of color in education leadership; Representation matters.
- **Quality:** Equip men of color with the leadership skills, knowledge and the system of support to lead complex organizations that drastically improve the success of all students
- **Care:** Support male leaders of color in navigating the unique challenges they face by creating spaces which supports being their authentic selves.

PROJECT OBJECTIVES:

- Develop a mentor training program that supports mentoring of aspiring leaders.
- Using the training program that MCEL developed, train mentors who will provide mentoring to aspiring leaders.
- Provide coaching to mentors as they work with their mentees.
- Support FUSD in utilizing the training program for mentors in the future without requiring MCEL's support.



Men of Color in Educational Leadership

PROJECT SCOPE OF THE WORK-- ACTIVITIES/DELIVERABLES

1. Mentoring Training Program Development

- a) Program structure
 - i. In-person kick-off session – ½ day (March 2024)
 - ii. Three (3) virtual training sessions – 2 hours in length (April – May 2024)
 - iii. In-person final session – ½ day (June 2024)
 - iv. One (1) individual coaching session for each mentor (May – June 2024)
- b) Program content
 - i. Defining the role of a mentor
 - ii. Development of mentoring skills
 - i. Be a listening ear & sounding board
 - ii. Sharing experiences
 - iii. Provide support in navigating their leadership journey.
 - iv. Collaborate around problem solving
 - v. Facilitate conversations to reflect on their practice
 - iii. Development of coaching/mentoring skills aligned to the CASC (Clear Administrative Services Credential) coaching model of Cognitive and Blended coaching practices
 - iv. Leveraging MCEL's *Essential Competencies for Educational Leaders of Color* as a mentor
- c) Certification
 - i. Successful program completion will meet the requirements of MCEL's Mentor Certification

2. Mentor Training Implementation

- a) Program structure
 - i. In-person kick-off session – ½ day (March 2024)
 - ii. Three (3) virtual training sessions – 2 hours in length (April – May 2024)
 - iii. In-person final session – ½ day (June 2024)
 - iv. One (1) individual coaching session for each mentor (May – June 2024)
- b) Program participants
 - i. Up to 30 current leaders in FUSD
- c) MCEL certification
 - i. Mentors who successfully complete the training will be awarded MCEL's Mentor Certification

3. Project Management

- a) Monthly meetings with MCEL consultants and district project leader(s)
 - i. Planning, feedback, addressing challenges, and coordination of the work
 - ii. Assessing project progress and impact
 - iii. Strategizing leadership moves to ensure the mentor training is generating the intended results



Men of Color in Educational Leadership

Total Budget: \$48,875

Budget includes all travel and materials costs. 50% of total will be invoiced upon signing of contract and 50% at the completion of the project. FUSD will be invoiced at the start and the end of the project.

MCEL (Men of Color in Educational Leadership)

11417 Sunburst Marble Rd
Riverview, FL 33579

stevenmgering@mcelleaders.org
harrisonpeters@mcelleaders.org

MCEL Project Staff

Dr. Dwayne Chism will be the lead consultant on this project. He formerly served as an Executive Director of School Support (principal supervisor) for the largest urban school District in the Omaha metro area. Currently, he is working with the state of Nebraska through the ESSA Leadership Learning Community (ELLC) Task Force and Wallace Foundation to support principal pipeline and equity leadership work. His current work also includes a book project with ASCD helping leaders learn to establish and focus on leadership through an equity lens.

Harrison Peters, MCEL CEO and Co-Founder will be a co-consultant on this project. Harrison Peters, CEO of MCEL (Men of Color in Educational Leadership) and former State Turnaround Superintendent, Providence, RI. His drive for education was sparked by one 10th grade teacher who said he was not college material and another who said, "I love you, I believe in you, and I refuse to allow you to fail." He learned then that what we tell our children absolutely matters. Harrison grew up in Pensacola, Florida. He was raised by his grandmother, who had only a 2nd grade education. As a result, he was completely dependent upon caring teachers to help him reach his academic potential. That's why, for nearly two decades, Harrison has been fighting for children across the country. He began his career as a 4th and 5th grade teacher in Apopka, Florida. Since that formative time in the classroom, he served in many leadership roles (including Dean of Students, Assistant Principal, Principal, Assistant Superintendent, Deputy Superintendent, and Chief of Schools). His work in large complex school districts, including Charlotte Mecklenburg, Chicago Public, Houston Independent, and Hillsborough County (Tampa), afforded him the opportunities and challenges of helping to transform some of the toughest schools and school systems in the country.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Kraw Law Group, APC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Kraw Law Group, APC, to provide legal consulting services to the Joint Health Management Board (JHMB).

The Joint Health Management Board previously used Taylor English Duma, LLP as their legal counsel; they terminated the agreement in September 2023. The JHMB went through the Request for Proposal process and chose the Kraw Law Group, APC, which will provide continuity of legal services in support of JHMB's goals and responsibilities. The agreement will allow for services for a 24-month period, beginning March 01, 2024, and terminating on February 28, 2026, at a rate of \$15,000 per month or \$180,000 annually.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$180,000 per year are available in the Health 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

<p>Kraw Law Group, APC</p> <hr/> <p>Vendor Name 650-314-7814</p> <hr/> <p>Phone Number</p> <hr/> <p>From: 03/01/2024</p> <hr/> <p>Term (Duration)</p> <hr/> <p>FUSD Contract Administrator: Steven Shubin</p> <hr/> <p><i>Name</i></p> <hr/> <p>Budget (Fund-Unit-Dept.-Activity-Object) Estimated Annual Cost \$ 180,000 (Contract will not be authorized to exceed this amount w/o BOE approval)</p>	<p>605 Ellis Street, Suite 200, Mountain View CA 94043</p> <hr/> <p>Address George M. Kraw</p> <hr/> <p>Vendor Contact</p> <hr/> <p>Through: 02/28/2026</p> <hr/> <p>Benefits Department 457-6227</p> <hr/> <p><i>Site/ Dept</i> <i>telephone number</i></p> <hr/> <p>670-0841-0880-0000-6000-5899</p> <hr/>
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Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.*

Yes ☐

No ☒

Scope of Work Summary:

The Kraw Law Group will serve as Legal Counsel to the Fresno Unified School District Joint Health Management Board.

Date Item is to appear on Board of Education Agenda: 02/21/24 (Contracts of \$15,000.00 or more) click to enter date

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:



Jan 26, 2024

Signed

Date

Please return signed contract to:

Christina Everitt Christina.Everitt@fresnounified.org

Benefits Department

(559)457-3539

Name

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: Kraw Law Group, APC

Contractor's Contact Person: George M. Kraw

Contractor's Title: Director

Contractor's Telephone Number: 650-314-7814

Contractor's E-mail: gkraw@kraw.com

Contractor's Address: 605 Ellis Street, Suite 200, Mountain View CA 94043

Contractor's Taxpayer ID# or SSN#: 32-0465891

This Independent Contractor Services Agreement is made and entered into effective 3/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Kraw Law Group ("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide legal services to the Joint Health Management Board of the Fresno Unified School District, including but not limited to:
 - A. **By-Law Reviews**. Make a periodic review of the By-Laws and Board Policies governing the JHMB, as may be requested by the Board of Directors or by the Co-Chairs, to ascertain that such document is legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments. Prepare By-Law amendments as needed and as authorized.
 - B. **Contract Reviews**. Make a periodic review of all existing contracts which pertain to the administration of the JHMB and Plan (such as provider contracts and contracts covering administration services), to ascertain that such agreements are legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments. Prepare amendments to such contracts, or review amendment drafts, if prepared by others. Prepare and/or review all new contracts which may be authorized.
 - C. **Plan Booklet and Amendments**. Assist the Plan's administrator with the periodic updating of the Plan Booklet, and all Plan documents, including the Summary of Benefits and Coverage. Assist with the drafting of proposed amendments to the Plan. Advise as to the legal sufficiency of such items and as to the requirements for filing and distribution.
 - D. **Meeting Attendance**. Attend all Board of Directors meetings (unless excused) and provide the Directors with legal advice and consultation concerning legal issues and questions which arise during such meetings. Inform the Board of Directors with respect to new legal and legislative developments of significance.
 1. Attend monthly Board of Directors meetings in Fresno, CA
 2. Attend Board of Director's annual Education Day
 3. Attend weekly Professional Staff calls
 4. Attend periodic Committee meetings, as requested.
 5. Attend other meetings, as requested

- E. **Minutes.** Review drafts of the Board of Director's meetings and suggest appropriate modifications. Review the notes/deliverables of Committee meetings.
- F. **Appeals.** Advise and assist with the conduct of appeals requested by participants.
- G. **Day-to-Day Legal Questions.** Advise the Board of Directors, administrator, consultant(s), and other advisors and professional staff, where appropriate, concerning legal questions which arise in the course of the day-to-day administration of the Plan.
- H. **Written Opinions.** Research and draft opinions concerning legal issues which are complicated or problematic, as may be requested by the Board of Directors or by the Co-Chairs.
- I. **Governmental Reports and Forms.** Assist the Plan's administrator and other personnel, as may be requested, in the preparation and submission of government reports and forms.
- J. **Litigation.** Represent the Plan with respect to all claims and proceedings brought against it including litigation, arbitrations, and administrative agency proceedings, which arise out of Plan administration. It is recognized, however, that considering the nature or complexity of the particular claim or the existing time commitments of the law firm, it may be appropriate to assign such matters to outside litigation counsel, as the Board of Directors may approve. In such an event, the law firm's responsibility will be to monitor the activities of outside counsel and to serve as the liaison between the JHMB, Plan, and such counsel.
- K. **Legal Developments.** Monitor legal publications and analyze developing statutes, case law, and regulations which may affect the Plan.
- L. **Other Assignments.** Carry out such other activities or assignments as the Board of Directors or Co-Chairs may request.

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
4. Term. This Agreement shall begin on 3/1/2024 , and shall terminate on 2/28/2026. There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. District agrees to pay Contractor at following rate of \$15,000 per month. Checks will be made payable to Kraw Law Group. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

Charges will be billed and identified by work performed so that activity for fees incurred can be reviewed. Legal services will be billed at the agreed upon retainer set forth in Paragraph 5 of the Agreement. Work performed outside of the retainer (litigation and special projects not outlined under Section 1) will be billed at an hourly rate. Contractor will not perform work outside the retainer without the express, prior consent of the JHMB. Those rates currently are as follows and are guaranteed for the term of this agreement:

Director/Of Counsel: \$550 /hr.

Associates: \$395 / hr.

Paralegal: \$210 / hr.

Law Clerk: \$210 /hr.

Charges for out-of-pocket costs, such as messenger/courier costs, court reporter and court filing fees may be invoiced separately or together with statements for legal services rendered. Contractor will not bill District for telephone, facsimile or in-house copying services unless the charge is significant (for example, copying projects longer than 200 pages). Contractor will not bill for travel time or mileage for regularly scheduled meetings as outlined under Section 1.D.1, 2, and 3 of this Agreement, but anything outside of that Contractor would bill for time and mileage at current IRS rate. Contractor charges for travel time for litigation matters, specially called meetings, non-regularly scheduled meetings (such as those outlined under Section 1.D.4 and 5 of this Agreement), and any other special matter that would require Contractor's attendance.

6. Incidental Expenses:

☐ Yes (see below) ☒ No, Vendor initial here _GMK_

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

- 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): \$_____
 - f. Other \$_____
7. Employment. Are you a FUSD employee?
☐ Yes
☒ No
8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?
☐ Yes
☒ No

9. California Residency. Contractor is a resident of the state of California:

☒ Yes
☐ No

10. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

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.

12. Data Reporting. Contractor agrees to prepare, maintain, and provide to District's agents, including Claremont Partners and its agents, reports and data that substantiates invoices, substantiates compliance with the performance measurements in Exhibit _____ of the Agreement, and as necessary to fulfill its obligations under Exhibit _____ of the Agreement, including detailed encounter level data and/or biometrics where available.
13. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer the plan to the successor legal counsel. Such data shall be transferred to the successor legal counsel 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 13 is not completed by the deadline Contractor shall pay a late fee of \$500 per day each day until the data is provided.

Confidentiality

14. 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 14.B. Upon the request of the District Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 14.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose

such information.

- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.
- f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

Indemnification, Insurance, and Taxes

- 15. **Indemnity.** Except for the negligence or willful misconduct of the District, its Board(s) (including JHMB), officers, employees, or agents, Kraw agrees to indemnify the District its Board(s)(including JHMB), officers, employees, or agents (collectively the "District"), from and against all suits and causes of action, claims, losses, demands and expenses incurred by the District, arising from damages or liability, for death or injury to any person, or damage or destruction of any property of third parties, arising by reason of the negligent acts or willful misconduct by Kraw in its performance of this Agreement. The indemnity obligation is expressly intended only to address common law tort liability, not professional liability (errors & omissions insurance coverage).
- 16. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; and (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.
- 17. **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.
- 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.

Dispute Resolution

19. **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.
20. **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.
21. **Attorney's Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

Miscellaneous

22. **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:
Executive Director of Purchasing
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor:
George M. Kraw, Kraw Law Group APC
605 Ellis Street, Suite 200
Mountain View, CA 94043

cc: Executive Officer
Payroll and Benefits Department
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

23. **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.
24. **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.
25. **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.
26. **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.

27. 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.
28. 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.
29. Waiver and Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
30. 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.
31. 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.
32. Business Associate Agreement. Attached as Exhibit A is a Business Associate Agreement which shall be executed by Contractor.
33. 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 E-SIGN 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.
34. 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

Chief Financial Officer

Date:

CONTRACTOR

Kraw Law Group, APC


George M. Kraw, Director



Date:

Approved As To Form:



Jan 26, 2024

*Executive Director, Stacey Sandoval
Benefits and Risk Management*

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective **March 1, 2024** regardless of the date executed, is incorporated into and made part of the Independent Contractor Service Agreement ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and Kraw Law Group, APC ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Breach. Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Kraw Law Group, APC

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) Successful Security Incident. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) Unsuccessful Security Incident. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

(g) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

- (i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;
- (ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and
- (iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, Business Associate will implement to address the security inadequacies.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

- (i) Any Successful Security Incident not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or
- (ii) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(g) Business Associate shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Covered Entity upon Covered Entity's request.

(h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").

- (i) Business Associate shall provide initial notice of the Breach no later than forty-eight (48) hours after the discovery of the Breach. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.
- (ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.
- (iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq.*), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.
- (iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for any and all costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity.

(i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it

shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(j) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.

(k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(m) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within forty-eight (48) hours after Business Associate becomes aware of such Breach.

(w) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Addendum. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Addendum's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Covered Entity and Business Associate Business remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for

the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of March 1, 2024 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:

George Kraw
Kraw Law Group, APC
605 Ellis Street, Suite 200
Mountain View CA 94043
Phone: (650) 314-7814
Fax: (650) 314-7899
E-Mail: gkraw@kraw.com

(l) Indemnification. Business Associate acknowledges and understands that HITECH (including the rules and regulations thereunder) imposes direct responsibility on Business Associate for its conduct as a business associate and that Business Associate is subject to direct liability for both civil and criminal penalties for the violations of its Subcontractors. Business Associate shall indemnify, hold harmless and defend Covered Entity and Covered Entity's directors, officers, agents, and employees from and against any and all penalties, claims, losses, liabilities, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from, or relating to, the acts or omissions of Business Associate or by its employees, directors, officers, Subcontractors, or agents in connection with the duties and obligations of Business Associate under this Addendum, including, without limitation, any reasonable expenses Covered Entity incurs relating in any way to a Breach caused by Business Associate or its subcontractors or agents. Any limitation of liability in the underlying Agreement shall not apply to the damages under this Section VI(l).

(m) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(n) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY

FUSD Employee Health Care Plan

By: _____


Print Name: _____

Print Title: _____

Date: _____

BUSINESS ASSOCIATE

Kraw Law Group, APC

By:  _____

Print Name: George M. Kraw _____

Print Title: Director _____

Date: 11/23/2021 _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Addendum to Agreement with the Touchstone Family Development Center

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with Touchstone Family Development Center in the amount of \$18,750. The Touchstone Family Development Center will continue to provide mental health services to parents of children enrolled in the Lori Ann Infant Program. Touchstone Family Development Center currently has an approved agreement with Fresno Unified School District in the amount of \$36,000 executed on June 28, 2023. This agreement was projected to serve 360 students. With the growing number of students that need services, an increase is needed as the district will surpass the originally agreed upon hours of services. The average monthly spending is \$4,562 since July 2023. Invoices received July through October amount to \$18,250. The number of families serviced last month was 28 at \$100 per hour. Families are seen weekly. The current agreement will only pay for services through April 2024. The requested increase would serve an additional 187 students for a total of 547 students and ensure parents have access to mental health services within the Lori Ann Infant Program through June 30, 2024. The agreement will not exceed the new total of \$54,750.

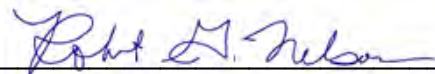
FINANCIAL SUMMARY: Sufficient funds in the amount of \$18,750 are available in the Special Education Budget.

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

30757

Vendor Number

Touchstone Family Development Center

5321 N Fresno St. Suite 108, Fresno, Ca. 93710

Vendor Name

(559) 547-7570

Address

Kristine Gose

Phone Number

Vendor Contact

From: 2/22/2024

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Heidi Barbis, Infant/Preschool Manager

Lori Ann Infant Program

(559) 248-7236

Name

Site/ Dept

Telephone number

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

060-3385-0785-5710-1130-5110

060-9018-0785-5710-1110-5110

Annual Cost \$ 18,750.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Provide case-consultation, home visits, informal mental health assessments, group consultations, parent support and training, referrals to and collaboration with other agency service providers. Vendor will not solicit services directly. Special education staff will be solely responsible for referring parents/students to the vendor. The parties anticipate that the contractor will provide these services Not To Exceed the dollar amount of this addendum.

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: 02/21/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:

Patrick Morris

Jan 19, 2024

Signed

Date

Reviewed & approved by Cabinet Level Officer

A. B. B.

2/5/2024

Signed

Date

Reviewed & approved by Risk Management

David L.

Feb 6, 2024

Signed

Date

Please return signed agreement back to (name/email) : karina.conchas@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/Addendum

Date: January 24, 2024

Regarding: Touchstone Family Development Center

Amendment: The purpose of approving this addendum is to ensure mental health services through June 30, 2024, for parents of children enrolled in the Lori Ann Infant Program. Without increasing this contract's limit, the mental health service contract will run out before June 30. The increased dollar amount will take us through June 30, 2024.

Cost: Increase the current contracted dollar amount by \$18,750 to ensure funding through June 30, 2024

- Current contracted amount is \$36,000.
- Average monthly spending is \$4,562.50 since July 2023
- Invoices received between July 2023 and October 2023 are in the amount of \$18,250.
- Balance as of November 1, 2023 is \$17,750.
- The current contract will only pay for 4 more months of services.

There are 8 months of services left in this fiscal calendar.

Kristine Gose
Kristine Gose (Jan 16, 2024 11:44 PST)

Jan 16, 2024

Reviewed & Approved by Vendor

Date

NB

2/5/2024

Reviewed & Approved by Cabinet Level Officer

Date

Joseph

Feb 6, 2024

Reviewed & Approved by Executive Director, Risk Management

Date



Touchstone

Family Development Center

Building Relationships, Communication, and Wellness

5321 N. Fresno Street, Suite 108, Fresno, CA 93710 (559) 547-7570

Date: 11/30/2023

To: Fresno Unified School District, CA

This is an Addendum of the Supplemental Healthcare contract, dated July 2023, by and between Fresno Unified School District and Touchstone Family Development Center, Inc. This amendment is entered as of the date the amendment is fully executed by the parties. Except as set forth below, the contract shall remain unmodified in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2023-2024 school year.

1. This addendum in the amount of \$18,750.00 provides the needed additional services:
 - Approximately an additional 190 hours of infant and early childhood mental health services to families enrolled in Infant and Preschool Programs at \$100.00 per hour of individual and small group service.
 - Current Contract amount: \$36,000.00
 - Increased Contract Amount: \$18,750.00
 - Not to exceed amount: \$54,750.00
2. Except as modified herein, all provisions of the Agreement and prior Amendments and/or addendums, if any, shall remain in full force and effect.
3. This amendment may be executed in separate counter parts. Delivery of any signature via telecopy or other facsimile transmission shall be deemed equivalent to physical delivery of the original signature page. Any signature page of the any counterpart hereof, whether being an original signature or an electronic facsimile transmission of a signature may be appended to any other counterpart hereof to form a completely executed counterpart hereof.
4. By execution of this Amendment, each party acknowledges and agrees that it has received sufficient consideration for the agreements made herein.



Touchstone

Family Development Center

Building Relationships, Communication, and Wellness

5321 N. Fresno Street, Suite 108, Fresno, CA 93710 (559) 547-7570

The attached Addendum is hereby incorporated into the Agreement as of the date the amendment is fully executed by the parties.

AGREED AND ACCEPTED

**FRESNO UNIFIED SCHOOL DISTRICT
INC.**

BY: _____

NAME: Patrick Jensen

TITLE: Chief Financial Officer

DATE: _____

TOUCHSTONE FAMILY DEVELOPMENT CENTER,

BY: Kristine Gose

NAME: Kristine Gose

TITLE: Owner/Operator

DATE: 12/2/2023

Approved to Form:

NAME: Stacey Sandoval

Executive Director, Risk Management

DATE: Stacey Sandoval

SIGNATURE: Feb 6, 2024



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30757

Vendor Number	Touchstone Family Development Center, Inc		5321 N. Fresno St. Suite 108 Fresno, Ca. 93710
Vendor Name	(559) 547-7570	Address	Kristine Gose
Phone Number		Vendor Contact	
From:	7/1/2023	Through:	6/30/2024
Term (Duration)			
FUSD Contract Administrator:	Heidi Barbis, Program Manager	Lori Ann Infant Program	(559) 248-7236
Name		Site/ Dept	Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)	060-3385-0785-5710-1130-5110/060-9018-0785-5710		
Annual Cost	\$36,000	(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:

Provide case consultation, home visits, informal mental health assessments, group consultations, parent support /training groups, referrals to and collaboration with other agency service provider. Vendor will not solicit services directly. Special education staff will be solely responsible for referring parents/students to the vendor. The parties anticipate that the contractor will provide these services NTE: 360 hours during the 2023/2024 school year.

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
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? Jun Bundle

Reviewed & approved by Cabinet Level Officer:

 4/28/23
Signed Date

Reviewed & approved by Risk Management

 5/25/2023
Signed Date

Reviewed & approved by Department Head

 4/28/23
Signed Date


Please return signed agreement back to (name/email) : Danelle Salazar/ danelle.salazar@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3385-0785-5710-1130-5110/060-9018-0785-5710-110-5110 

District Contact Person: Heidi Bannis, Program Manager

Budget Manager Approval: 

Contractor's Vendor Name: Touchstone Family Development Center, Inc.

Contractor's Contact Person: Kristine Gose

Contractor's Title: Owner

Contractor's Telephone

Number: (559) 547-7570

Contractor's E-mail: kristine@touchstonefdc.com

Contractor's Address: 5321 N. Fresno St. Suite 108 Fresno, Ca. 93710

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 Touchstone Family Development ("Contractor").

1. Contractor Services. Contractor agrees to provide

Provide case consultation, home visits, informal mental health assessments, group consultations, parent support/training groups, referrals to and collaboration with other agency service provider. Vendor will not solicit services directly. Special education staff will be solely responsible for referring parents/students to the vendor. The parties anticipate that the contractor will provide these services NTE: 360 hours during the 2023/2024 school year.

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 7/1/2023 , 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 \$100 per hour , Not to exceed \$36,000 . Checks will be made payable to Touchstone Family Developer . 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 KG

- 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): \$36,000
- f. Other \$0

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

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

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

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

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

Contractor's initials KG

District's initials NB 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 KG District's initials [Signature] 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: Touchstone Family Developmer

Name: Kristine Gose

Address:

5321 N. Fresno St. suite 108
Fresno, Ca. 93710

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

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

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

DISTRICT

Fresno Unified School District


Patrick Jensen (Apr 28, 2023 12:00 PM PDT)

Patrick Jensen, Interim Chief Financial Officer

Jun 28, 2023

Date

CONTRACTOR

Touchstone Family Development Cen



Kristine Gose (Apr 27, 2023 12:27 PM PDT)

Name: Kristine Gose *, Title:* Owner

Apr 27, 2023

Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

5/25/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Addendum to the Agreement with Arbinger Institute

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Arbinger Institute. Arbinger Institute's services provide professional development to the Instructional Division and other district departments.

Arbinger Institute specializes in an outward approach to leadership, employee performance, and inclusion. By utilizing immersive training programs and discussions on challenges to achieve success, Arbinger's coaching methods change mindsets to improve organizational results.

Arbinger Institute currently has an approved agreement with Fresno Unified School District in the amount of \$25,904 executed on June 21, 2023. An additional two seminars are requested to be held on February 28 and 29, 2024, for 35 leaders who did not attend the first two seminars on July 6 and 7, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$24,505 are available in the Chief Academic Office Budget.

PREPARED BY: Tonisha Hargrove-Williams

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
Board Agenda Item

Board Meeting Date: February 21, 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 Grant Application to the 2024 Fresh Fruit and Vegetable Program

ITEM DESCRIPTION: Included for Board consideration and approval is a grant application to the 2024 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 70 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages.

The 60 currently funded elementary schools seeking continued FFVP funding are: Addams, Anthony, Ayer, Aynesworth, Bakman, Balderas, Birney, Burroughs, Calwa, Centennial, Columbia, Del Mar, Easterby, Ericson, Ewing, Figarden, Fremont, Greenberg, Hamilton, Heaton, Hidalgo, Holland, Homan, Jackson, Jefferson, King, Kirk, Kratt, Lane, Lawless, Leavenworth, Lincoln, Lowell, McCardle, Mayfair, Muir, Norseman, Olmos, Phoenix, Powers, Pyle, Robinson, Roeding, Rowell, Slater, Storey, Sunset, Thomas, Turner, Vang Pao, Viking, Vinland, Wawona, Webster, Williams, Wilson, Winchell, Wishon, Wolters, and Yokomi.

Additionally, FFVP applications will be submitted for the ten schools not currently funded: Addicott, Bethune, Bullard Talent, Eaton, Gibson, Herrera, Malloch, Manchester, Starr, and Tartarian. Students at these schools receive FFVP snacks, supported by the general fund. The 2024/25 Nutrition Services budget will continue to include funding for District elementary and K-8 schools not covered by the FFVP grant. Bethune elementary was not awarded for the 2023/24 school year and the Nutrition Services Department has provided vended fruits and vegetables daily.

Fresno Unified has received FFVP grant funding for multiple years and leads the state in the number of schools participating in the program.

FINANCIAL SUMMARY: The grant will fund \$50-\$75 per student for the purchase of fruits and vegetables.

PREPARED BY: Amanda Harvey

DIVISION: Operational Services

PHONE NUMBER: (559) 457-6278

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

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





Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Award of Bid 24-40, Center for Professional Development Concrete Masonry Block Wall Installation

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-40, Center for Professional Development Concrete Masonry Block Wall Installation. The project consists of replacing existing chain link fencing with an 8 ft. masonry block wall at the north and west property line to increase site security and deter theft and vandalism.

The request for bids was lawfully advertised on January 03, 2024. Notifications were sent to 78 firms plus five construction trade publications, and the district received one response. The bid was opened on January 24, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Harris Development Corp., dba HBC Enterprises (Clovis, California) \$574,712.42

The tabulation is attached and bid specifications are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$574,712.42 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-40, CENTER FOR PROFESSIONAL DEVELOPMENT CONCRETE MASONRY BLOCK WALL
INSTALLATION

Bid Opening Date: January 24th, 2024 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
Harris Development Corp., dba HBC Enterprises	Clovis	\$574,712.42

Low bid determined by Base Bid.

Staff recommends award of \$574,712.42 to Harris Development Corp., dba HBC
Enterprises, the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Award of Bid 24-41, Sunset and Viking Elementary Schools Heating, Ventilation, Air Conditioning, Energy Management System, and Boiler Replacements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-41, Sunset and Viking Elementary Schools Heating, Ventilation, Air Conditioning, Energy Management System, and Boiler Replacements. This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on December 29, 2023, and January 05, 2024. Notifications were sent to 176 firms plus five construction trade publications, and the district received four responses. Bids were opened on January 25, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) \$2,072,016

The total agreement amount includes a \$70,000 allowance for painting and patching that may or may not be used.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,072,016 are available in the Elementary and Secondary School Emergency Relief III Federal Funds.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D

A handwritten signature in blue ink, appearing to read "Paul Idsvoog", is written over a horizontal line.A handwritten signature in blue ink, appearing to read "Robert G. Nelson", is written over a horizontal line.

**FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION**

BID NO. 24-41, SUNSET AND VIKING ELEMENTARY SCHOOLS HEATING, VENTILATION, AIR CONDITIONING,
ENERGY MANAGEMENT SYSTEM, AND BOILER REPLACEMENTS

Bid Opening Date: January 25, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 SUNSET ELEMENTARY SCHOOL	BASE BID 2 VIKING ELEMENTARY SCHOOL	ALLOWANCE PAINTING AND PATCHING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$814,016	\$1,188,000	\$70,000	\$2,072,016	\$2,072,016
New England Sheet Metal and Mechanical, Co.	Fresno	\$889,000	\$1,369,000	\$70,000	\$2,328,000	\$2,328,000
Davis Moreno Construction, Inc.	Fresno	\$966,411	\$1,320,446	\$70,000	\$2,356,857	\$2,356,857
Marko Construction Group, Inc.	Fresno	\$1,011,818	\$1,398,926	\$70,000	\$2,480,744	\$2,480,744

Low bid determined by total of Base Bids.

The bid includes an allowance amount of \$70,000 for unit ventilators painting and patching performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of \$2,072,016 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for the Base Bid items and Allowance.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Award of Bid 24-42, Sunnyside High School Chillers

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-42, Sunnyside High School Chillers. The bid consists of purchasing two new chillers. The existing chillers are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on December 29, 2023, and January 05, 2024. Notifications were sent to 158 firms plus five construction trade publications, and the district received two responses. Bids were opened on January 16, 2024. Staff recommends award to the lowest responsive, responsible bidder:

DMG Central Valley, LLC (Orange, California) \$455,000

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$455,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

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

A blue ink signature of Paul Idsvoog, written over a horizontal line.A blue ink signature of Robert G. Nelson, written over a horizontal line.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION
BID NO. 24-42, SUNNYSIDE HIGH SCHOOL CHILLERS

Bid Opening Date: January 16, 2024 prior to 2:00 P.M.

Buyer: Lesly Gonzalez

CONTRACTOR	CITY	BASE BID AMOUNT
DMG Central Valley, LLC	Orange, CA	\$455,000
Technology International, Inc.	Lake Mary, FL	\$1,460,240

Award will be by Base Bid.

Staff recommends award of \$455,000 to DMG Central Valley, LLC, the lowest responsive, responsible bidder for base bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 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 Award of Request for Proposal 24-32, Network Equipment for Internal Connections

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposal (RFP) 24-32, to replace and/or upgrade network equipment across school sites and facilities. This RFP allows for purchase of equipment to keep the network current like wireless access points, network switches, a Dense Wavelength Division Management (DWDM) solution, Uninterrupted Power Supply Units, Voice over Internet Protocol (VoIP) phones, and professional services. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district. These costs are part of the annual budgeted refresh of equipment across the district to keep systems current and performing well in support of learning environments for staff, teachers, and students.

The request for proposals was lawfully advertised on November 15, 2023, and November 22, 2023, and posted on the Universal Service Administrative Company (USAC) website on November 15, 2023, per Federal Communication Commission rules. Proposals opened on January 03, 2024. Notifications were sent to 206 vendors, and the district received five responses. Based on extensive review, staff recommends award to the best value vendor:

Development Group, Inc., (Redding, CA) \$4,995,784.

The RFP, responses, and scoring matrix are available for review in the Purchasing Department.

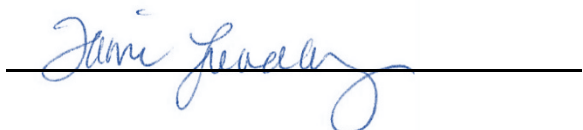
FINANCIAL SUMMARY: E-Rate Eligible equipment and services is expected to be \$4,941,079. The district's portion at 15% plus the cost of non-E-Rate Eligible equipment and services is expected to be \$795,867 and will be covered through the Technology Services Department E-Rate Fund and \$4,199,917 is expected to be provided through the Federal E-Rate Program.

PREPARED BY: Philip Neufeld

DIVISION: Information Technology Services
PHONE NUMBER: (559) 457-3868

CABINET APPROVAL: Tamara Lundberg,
Chief Technology Officer

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Proposal 24-37, Francine and Murray Farber Educational Campus Furniture

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposal (RFP) 24-37, Francine and Murray Farber Educational Campus Furniture. The project will provide furniture for the classroom spaces, office spaces, a student union, and outdoor seating areas. Evaluation of proposals were based on criteria including: experience and past performance, compliance with RFP requirements, product specifications, ability to meet schedule and pricing structure.

The request for proposals was lawfully advertised on December 20, 2023, and December 27, 2023. Proposals were opened on January 24, 2024. Notifications were sent to 66 vendors, and the district received six responses. The evaluation panel, comprised of Fresno Unified site administrators and the Facilities Department, recommends award to the best value vendor(s):

Section A - Meteor Education (Gainesville, FL) estimated amount \$1,566,903

Section B - Core Business Interiors, Inc. (Fresno, CA) estimate amount \$64,085

The RFP, responses, and scoring matrix are available for review in the Purchasing Department.

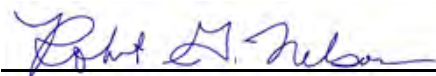
FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,630,988 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Qualifications 24-05, Special Education Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 24-05, Special Education Services, to qualify vendors for services such as Speech Language Pathologist, Speech Language Pathologist Assistant, Inclusion Specialist, Sign Language Interpreter, Occupational Therapist, Physical Therapist, Orientation and Mobility Specialist, Adapted Physical Education Specialist, Orthopedic Impairment Specialist, Academic Tutor, Registered Behavior Technician, Board Certified Behavior Analyst, School Psychologist, Psychologist, Paraeducator, Non-Public School Education, Behavior Interventionist, and Educationally-Related Mental Health Services provider in the categories of Professional Development and Indirect/Direct Student Services. Successful implementation and delivery of services will include documented delivery of services, data collection supporting individual student growth in line with the Individualized Education Program (IEP) and compliant IEPs that include documentation of data collected supporting present levels. The term is for five years and will begin upon Board approval.

The Request for Qualifications was lawfully advertised on September 29, 2023, and October 06, 2023. Qualifications were received on November 08, 2023. Evaluation of proposals were based on qualifications including experience, service implementation plan, insurance and regulatory matters, proof of licensure and certification, and pricing. Statements of qualifications and scoring matrices are available for review in the Purchasing Department. Approval will allow the department to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification in future purchase order reports.

Category A, Professional Development (11 qualified vendors) Estimated annual cost of \$1,500,000.
Category B, Indirect/Direct Student Services (46 qualified vendors) Estimated annual cost \$20,000,000.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$21,500,000 are available in the Special Education State, Federal and Local Budgets.

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 LIST OF
QUALIFIED VENDORS
RFQ No. 24-05, SPECIAL EDUCATION SERVICES

RFQ 24-05: CATEGORY A – PROFESSIONAL DEVELOPMENT

Brain Wise Solutions Group	Fresno, CA
Briton Education LLC dba Insights to Behavior	Oklahoma City, OK
Creative Alternatives Inc.	Turlock, CA
Deni Education Consulting, LLC	Clovis, CA
Invo Healthcare Associates, LLC	Rocklin, CA
Kadant LLC	Lakewood, NJ
Learn-It Systems, LLC	Baltimore, MD
RO Health, LLC	San Jose, CA
SPG Therapy & Education	Walnut Creek, CA
Teri Collet ACSW, LCSW, ACHP-SW	Fresno, CA
Zimmerman Marriage and Family Therapy Inc.	Clovis, CA

RFQ 24-05: CATEGORY B – INDIRECT/DIRECT STUDENT SERVICES

3Chords Inc. and TherapyTravelers, LLC	El Segundo, CA
collectively DBA Epic Special Education Staffing	Willow Grove, PA
Abington Speech Pathology Services, Inc.	San Marcos, CA
AHS Staffing LLC	Coppell, TX
AMN Allied Services, LLC	Lake Success, NY
ATC Healthcare Services, LLC	Piedmont, CA
Bay Area Education Support Systems dba Sylvan Learning	Fresno, CA
Brain Wise Solutions Group	Stockton, CA
Central Valley Training Center, Inc.	Turlock, CA
Creative Alternatives Inc.	Fresno, CA
Deaf and Hard of Hearing Service Center	Redondo Beach, CA
Delta-T Group Los Angeles, Inc.	Pleasanton, CA
EdTheory LLC	Fresno, CA
Education Behavior Consultants	Jeannette, PA
EGA Associates, LLC	Lehi, UT
eLuma, LLC	Flagstaff, AZ
E-Therapy LLC	Fresno, CA
Family Foundations Counseling Services	Los Angeles, CA
HeyTutor, Inc.	Scottsdale, AZ
Imagine Learning LLC	Rocklin, CA
Invo Healthcare Associates, LLC	Jericho, NY
iTutor.com Inc. dba Fullmind	Hoboken, NJ
Jayne B Company dba Marker Learning	Spring, TX
Jones Telepractice Agency LLC	Lakewood, NJ
Kadant LLC	Fresno, CA
LEARN Academy	Baltimore, MD
Learn-It Systems, LLC	Troy, NY
LinguaLinx Language Solutions, Inc.	Orlando, FL
Loyal Source Government Services, LLC	

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ No. 24-05, SPECIAL EDUCATION SERVICES

Maxim Healthcare Services, Inc.	Fresno, CA
Maxim Healthcare Staffing Services, Inc.	Fresno, CA
New Direction Solutions LLC, dba ProCare Therapy	Peachtree Corners, GA
New Mediscan II, LLC dba Cross Country Education	Woodland Hills, CA
Novo Staffing, LLC in Affiliation with myBasePay USA LLC	Mason, OH
Platinum Teletherapy LLC	Los Angeles, CA
Positive Behavior Supports Corp.	Fresno, CA
PresenceLearning, Inc.	San Francisco, CA
Recruitment Alley, LLC	Fresno, CA
RO Health, LLC	San Jose, CA
SHC Services, Inc. dba Supplemental Health Care	Fresno, CA
SignGlasses, LLC	Salt Lake City, UT
SPG Therapy & Education	Walnut Creek, CA
StudentNest, Inc.	Fresno, CA
Success Together, Inc.	Fresno, CA
Sunbelt Staffing, LLC	Oldsmar, FL
The Stepping Stones Group LLC	Chicago, IL
TinyEYE Technologies Corporation	Saskatoon, SK, Canada

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for seven Board Policies (BP) and one Administrative Regulation (AR) as follows:

BP 1160 Political Processes
BP 2300 Conflict of Interest Code: Designated Personnel (DELETION)
BP 5131.2 Anti-Bullying
BP 5141.52 Suicide Prevention
AR 5144.1 Suspension and Expulsion/Due Process
BP 5145.3 Nondiscrimination/Harassment
BP 5145.7 Sexual Harassment
BP 6174 Education for English Learners

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 strikethrough**~~ – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel's recommendation

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

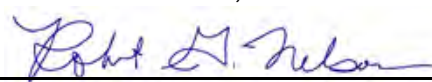
PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services

PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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



Fresno Unified Board Policy (BP)1160

Political Processes

The Governing Board has a responsibility to actively advocate fiscal and public policy that supports the district's schools, **its strategic plan**, and the children in the community. The Board shall be proactive in defining the district's **advocacy** agenda based on the district's vision and **goals** and the needs of the district and community. The Board's advocacy efforts shall be conducted in accordance with legal requirements. ~~This responsibility may include that of lobbying at the state and national levels. The Board shall inform members of the community about these activities.~~

~~The Board shall identify issues that will affect its schools and the children in its community, establish goals and priorities for legislative advocacy, solicit community input, and adopt legislative positions. The Superintendent or designee shall establish a coordinated plan for carrying out the advocacy agenda, including specific activities, target groups or individuals, staff responsibilities, and timelines.~~

~~The Board may provide members of the community with fair and impartial information which may help them communicate with their legislators about educational and children's issues.~~

~~(cf. 1020 – Youth Services)~~

State and Federal Legislation

~~The Board may determine how ballot measures may affect the schools. Any Board discussion of the effect such measures would have on the district shall include an opportunity for Board members and members of the public to speak on all sides of the issue. The Board may also adopt positions in support of or in opposition to ballot measures of importance to education.~~

~~(cf. 9223 – Meeting Conduct)~~

Ballot Measures/Candidates

No district funds, services, equipment or supplies shall be used to urge the support or defeat of any ballot measure or candidate, **including any candidate for election to the Board**. (Education Code 7054)

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the district's schools at an open and agendaized Board meeting. The Board's discussion of the effect of such **measures shall include an opportunity for** staff and **members of the public to speak on all sides of the issue**. At that meeting, **the Board may adopt a position or resolution in support of or in opposition to a ballot measure**. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal district procedures and consistent with regular district practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

Individual School Board members may include their name in support of or opposition to a county, city, district, or school measure on a county ballot in accordance with Elections Code 9170.

The Superintendent or designee may use district **resources to provide funds to furnish** students, parents/guardians and community members with fair and impartial information **related to about the impact of** ballot measures, **including information about the impact of ballot measures** on the

District. (Education Code 7054)

In preparing or distributing such informational material, the Superintendent or designee shall analyze the material to help ensure that it is an appropriate informational activity, provides a fair analysis of the issues, and does not advocate passage or defeat of a measure or candidate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, district resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

(cf. 1325 - Advertising and Promotion)

Political activity related to district bond measures shall, in addition to the above, be subject to the following conditions:

1. The Superintendent or designee may research, draft, and prepare a district bond measure or other initiative for the ballot, but shall not use district resources to influence voters or otherwise campaign for the measure.
2. Upon request, Board members and district administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)

If the presentation occurs during working hours, the employee representing the district shall not urge a citizens' group to vote for or against the bond measure.

3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any school measure. (Elections Code 9501)

(cf. 4119.25 /4219.25/4319.25 Political Activities of Employees)

(cf. 9000 - Role of Board and Members)

(cf. 9010 - Public Statements)

~~The Board shall identify issues that will affect its schools and the children in its community, establish goals and priorities for legislative advocacy, solicit community input, and adopt legislative positions. The Superintendent or designee shall establish a coordinated plan for carrying out the advocacy agenda, including specific activities, target groups or individuals, staff responsibilities, and timelines.~~

Legislation

The Board's responsibility as an advocate for the district may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or the Government Relations administrator, shall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate district positions and concerns.

(cf. 1400 – Relations Between Other Government Officials/Agencies And The Schools)

The Board and Superintendent shall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the district may work with organizations and

coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

The district **may provide fair and impartial information** about legislative issues affecting schools and **children** and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the district.

As necessary, the Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the district's interests.

Legal Advocacy

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the district may join with other districts or parties in order to resolve the issue through litigation or other appropriate means.

Political Forums

Forums on political issues may be held in district facilities ~~may be used for the conduct of forums about ballot measures~~ as long as the forum is made available to all sides of the issues on an equitable basis. (Education Code 7058)

(cf. 1330 - Use of School Facilities)

~~Upon request, Board members and district administrators may appear before a citizens' group to discuss reasons that the Board called an election for the issuance of bonds and to answer questions. (Education Code 7054.1)~~

~~(cf. 4119.25 / 4219.25 / 4319.25 Political Activities of Employees)~~
~~(cf. 9000 - Role of Board and Members)~~
~~(cf. 9010 - Public Statements)~~

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

7054 Use of district property

7054.1 Requested Appearance

7056 Soliciting or receiving political funds

~~7058 Use of forum~~

9170 Ballot label; support and opposition listings

9501 School district elections; arguments for or against a measure

35160 Authority of governing boards

35172 Promotional activities

GOVERNMENT CODE

8314 Unlawful use of state resources

~~50023 Attending legislature to support or oppose legislation~~

53060.5 Attendance at legislative body; expenses

54953.5 **Audio or video recording of** ~~Right to record~~ proceedings

54953.6 Broadcasts of proceedings

81000-91014~~5~~ Political Reform Act

82031 Definition of independent expenditure

Choice-in-Education League et al v. Los Angeles Unified School District (1993) 17 Cal.App.4th 415

Stanson v. Mott (1976) 17 Cal. 3d 206

League of Women Voters v. Countywide Criminal Justice Coordination Committee (1988) 203 Cal.App.3d 529,

Miller v. Miller, (1978) 87 Cal.App.3d 762

Vargas v. City of Salinas, (2009) 46 Cal. 4th 1

Yes on Measure A v. City of Lake Forest, (1997) 60 Cal.App.4th 620

250 Cal. Rptr. 161, rev.den.

73 Ops.Cal.Atty.Gen. 255 (1990)

88 Ops.Cal.Atty.Gen. 46 (2005)

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: April 15, 1993 Fresno, California

revised: January 26, 1995

revised: January 30, 1997
reviewed: September 6, 2001
revised: Winter ____, 2024

Policy Section: 1000 Community Relations

Fresno USD | 2000 | BP 2300 Administration

Conflict of Interest Code: Designated Personnel

The Governing Board shall designate those positions that participate in decisions which may affect individual financial interests. Employees holding these positions shall report their financial interests and be disqualified from participating in financial decisions as specified in the district's Conflict of Interest Code.

(cf. 9270 - Conflict of Interest Code)

Legal Reference:

GOVERNMENT CODE

1090-1097 Prohibitions applicable to specified officers

1125-1128 Incompatible activities

82028 Definitions "Gift"

82030 Definitions "Income"

82033 Definitions "Interest in real property"

82034 Definitions "Investment"

87100-87500 Conflicts of interest

87200-87210 Disclosure

87300-87313 Conflict of interest codes

91000-91015 Enforcement

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 12, 1992 Fresno, California

reviewed: May 23, 2000

Fresno Unified Board Policy (BP) 5131.2

Anti-Bullying

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the **Governing** Board and the Superintendent in enacting policies and procedures that govern the district.

The **Governing** Board recognizes the harmful effects of bullying on **student well-being**, student learning and school attendance and desires to provide **a welcoming, safe, and supportive** school environments that protects students from physical, **mental**, and emotional harm. ~~District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No individual or group of students shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.~~

(cf. 5131 – Conduct)
 (cf. 5136 – Gangs)
 (cf. 5145.3 – Nondiscrimination/Harassment)
 (cf. 5145.7 – Sexual Harassment)
 (cf. 5145.9 – Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900 (Internet, social media, or other technologies using a telephone, computer, or any wireless communication device). Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 – Freedom of Speech/Expression)
 (cf. 6163.4 – Student Use of Technology)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of ~~shall be developed with involvement of key stakeholders including~~ students, parents/guardians, and staff, ~~and~~ **As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective joint strategies to promote safety in schools and the community.** ~~and to provide services for alleged victims and perpetrators of bullying.~~

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 – School Plans/Site Councils)
 (cf. 0450 – Comprehensive Safety Plan)
 (cf. 0460 – Local Control and Accountability Plan)
 (cf. 1220 – Citizen Advisory Committees)
 (cf. 1400 – Relations between Other Governmental Agencies and the Schools)
 (cf. 6020 – Parent Involvement)
 (cf. 1020 – Youth Services)

Bullying Prevention

~~To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.~~

(cf. 5137—Positive School Climate)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4—Student Use of Technology)

(cf. 6142.8—Comprehensive Health Education)

(cf. 6142.94—History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, medical information, color, marital status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

- 1.—Discuss the diversity of the student body and school community, including their varying immigration experiences
- 2.—Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
- 3.—Identify the signs of bullying or harassing behavior
- 4.—Take immediate corrective action when bullying is observed
- 5.—Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131—Staff Development)

(cf. 4231—Staff Development)

(cf. 4331—Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2—Guidance/Counseling Services)

Filing of Complaints and Investigation

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 – Sexual Harassment.

(cf. 1312.3 – Uniform Complaint Procedure)

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying. When circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 – Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.3 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:

BUSINESS CODE

22589-22589.4 Cyberbullying Protection Act

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289.5 School Comprehensive safety plans

32283.5 Bullying; online training

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 School discipline rules

46600 Student transfers

48900-48925 Suspension or expulsion

48985 Translation of Notices to parents in language other than English

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-46870 Uniform complaint procedures

UNITED STATES CODE TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Section 504; Designation of responsible employee for Section 504 and adoption of grievance procedures

106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F. Supp. 2d 1094

Lavine v. Blaine School District, (2010) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010 Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public schools; Kindergarten Through Grade twelve, 2008 Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear Colleague

letter: Harassment and Bullying, October 2010

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 5, 2013 Fresno, California

Revised: June 17, 2015

Revised: June 13, 2018

Revised: December 18, 2019

Revised: April 6, 2022

Revised: Winter ___, 2024

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5141.52

Suicide Prevention

The Governing Board knows that suicide is a tragedy that affects young people, families and communities. All adults can help stop suicide. Adults at the school who speak with students may be a big help to students when they are having thoughts about dying.

The district will talk with parents, experts, and read the county mental health plan to learn more about the type of help students need. If a K-6 student who has Medi-Cal benefits needs help, the district will work with the county mental health plan. The district will also make sure it knows what other people in the community are doing to help students.

Teachers and other adults at school will learn about suicide awareness and prevention. ~~recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.~~

~~Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.~~

~~This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."~~

~~In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.~~

The Superintendent or Designee has developed and implemented preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

The district will talk with parents, experts, and read the county mental health plan to learn more about what help students need. Science shows talking about the prevention of suicide works to prevent attempts. ~~The governing board which serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017–18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses; and suicide~~

prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures relating to suicide prevention, intervention, and postvention. The superintendent or designee has also collaborated with Fresno County Department of Behavioral Health, Fresno County Superintendent of Schools, and/or city governments in an effort to align district policy with any existing community suicide prevention plans. (Education Code Section 215(a)(1))

The district's policy on pupil suicide prevention in grades 7-12, inclusive, is readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (Education Code Section 234.6(b)(1))

The governing board which serves pupils in kindergarten and grades 1 to 6, inclusive, has, before the beginning of the 2020-21 school year, adopted, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; the county mental health plan, school-employed mental health professional, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures related to suicide prevention, intervention, and postvention. (Education Code Section 215(a)(2)(A))

The policy for pupils in kindergarten and grades 1 to 6, inclusive, has been written to ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a pupil who is a Medi-Cal beneficiary. (Education Code Section 215(a)(2)(C))

The district's policy on pupil suicide prevention in kindergarten and grades 1 to 6, inclusive, is accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy (Education Code Section 234.6(b)(2))

A specific person at the district and each school will be in charge of making sure the plan is being implemented. To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Resources:

The K-12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide. Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

Prevention

A. Messaging about Suicide Prevention

Talking about suicide works to prevent the number of attempts. The district will check with experts to make sure they use the best information. Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Fresno Unified along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at

~~<http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california>~~

~~• For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/how-use-social-media>~~

Suicide Prevention Training and Education

The Fresno Unified School District along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

B. Training:

Teachers and other adults will learn about suicide awareness and prevention.

Training:

- **Once a year adults will be taught how to notice if students are thinking about suicide.**
- **Adults at school will learn about**
 - **What to look for;**
 - **How to talk with students about suicide;**
 - **Who to call when someone is thinking about suicide;**
 - **Information about the feelings of students at school.**
 - **The plan to help students, staff, and others deal with their feelings when a suicide or suicide attempt occurs;**
 - **How to look for patterns in data from surveys and other places.**
- **The district will do its best to help students who are at higher risk of suicide.**

Students who might be at higher risk are students who know someone who died by suicide; students with disabilities; students with mental illness; students who use drugs or alcohol; students who are homeless or who are in foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. The people who do the work will be experts.

People who work for the district will only do the jobs they are allowed to do. People who work for the district should not try to detect or treat mental illness unless they have been trained how.

There will be some people specially trained to help students that are thinking about suicide.

- ~~• At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.~~
- ~~• All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year to year based on previous professional development activities and emerging best practices. (Education Code Section 215(a)(4))~~
- ~~• At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training utilizing Signs of Suicide. Core components of the general suicide prevention training shall include:
 - ~~○ Suicide risk factors, warning signs, and protective factors;~~
 - ~~○ How to talk with a student about thoughts of suicide;~~
 - ~~○ How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;~~
 - ~~○ Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;~~~~

- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
 - District approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - District approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - Youth who have suffered traumatic experiences;

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>
- Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at <http://www.qprinstitute.com/>
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at

<https://www.livingworks.net/safetalk/>

- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>
- Signs of Suicide (SOS) for school staff uses video and interactive tools to teach adults how to recognize warning signs and risk factors for suicide, engage in appropriate caring conversations, and keep a student safe while connecting them to qualified school staff. See at the Web site <https://www.mindwise.org/sos-for-school-staff/>

Employee Qualifications and Scope of Services

The policy shall be written to ensure that school employees act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code Section 215(a)(5))

D. Training for experts-Specialized Staff Training (Assessment)

The experts will have lessons on how to better help students who are thinking of suicide. The district will do its best to help students who are at higher risk of suicide. Students who might be at higher risk are students who know someone who died of suicide; students with disabilities; students with mental illness; students who use drugs or alcohol; students who are homeless or who are in foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by the Fresno Unified School District.

Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amr>
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/asist/>

E. Parents, Guardians, and Caregivers Participation and Education

The district will give families information on the different reasons why students might think of suicide. The district will also give families ideas on ways to help students. The signs of suicide will also be shared with families. The district will make sure families know how concerning the problem of suicide is. The district will also tell families about what the district is doing to help. The district will remind families to talk to people at the school if they think they know a student who might be thinking of suicide. The district will share with them who else might be able to help.

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Fresno Unified School District suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Fresno Unified Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resource:

- ~~Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their students may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>~~

F. Student Participation and Education

- The schools will use Social Emotional Learning curriculum/lessons to teach students about their feelings and how to ask for help when they need it.
- The schools will use Positive Behavior Intervention Systems (PBIS) to create positive and welcoming schools and provide supports to all students (including activities and other ways to make students feel like a part of the school and know that teachers and others at school care for them and want them to do well.
- The school will teach students how to deal with upsetting situations. This will also include lessons on how to stay calm and manage big or overwhelming feelings even when things go wrong. Finally, students will be taught the warning signs of what to look for when others are considering suicide.
- The schools will use a Multi-Tiered System of Support (MTSS) to find out which students need more support and give it to those students that need it.
- The schools encourage students to tell teachers and other adults when they are thinking of suicide or when they think another student might be thinking of suicide.
- The school will help students when they tell someone they are thinking of suicide or try to die by suicide.

~~Fresno Unified School District along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.~~

~~Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:~~

- ~~Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;~~
- ~~Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.~~
- ~~The content of the education shall include:~~
 - ~~Coping strategies for dealing with stress and trauma;~~
 - ~~How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;~~
 - ~~Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;~~
 - ~~Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.~~

~~Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).~~

~~The Fresno Unified School District has supported the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on-Campus High School Clubs).~~

Resources:

- ~~More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>~~

- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>
 - Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>
 - Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>
 - Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>
 - Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. <https://www.mindwise.org/sos-signs-of-suicide/>
- The policy for students in grades K-6, inclusive, is age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code Section 215(a)(2)(B))

Resources:

Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The Second Step Program teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem-solving. <https://www.secondstep.org/elementary-school-curriculum>

Intervention, Assessment, Referral

A wellness provider or administrator will be called if any adult thinks a student might be thinking of suicide. They will help.

●—Staff

A Fresno Unified School Mental Health Team Member who has received advanced training in suicide intervention shall be designated as the suicide prevention liaison. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the School Mental Health Team Member. If this member is unavailable, the staff shall promptly notify the SPED department. The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the site administrator who will notify the School Mental Health Team.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a

~~school-sponsored activity.~~

- ~~• If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)~~

A. Parents, Guardians, and Caregivers

Information for families will be shared so they know what to do and where to go for help. ~~A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.~~

B. Students

Students should tell teachers and other adults when they are thinking of suicide or when they think another student might be thinking of suicide. ~~Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. The crisis intervention procedures are as follows:~~

C. Parent Notification and Involvement

The school will check with families to make sure any student who was thinking of suicide is continuing to get help.

If families do not get help, then the school will call to see if they can do anything to help. If the families still do not get help for their student who is at risk for suicide, the Child Protective Services will be called.

Action Plan for In-School Suicide Attempts

If a suicide is tried at school here are things the adults will do:

- Stay with the student;
- Remain calm;
- Move all other students out of the area;
- Contact the principal or wellness provider;
- Call 911 and give them as much information as they you know;
- Do what you can to help the student;
- Call the family;
- Listen and talk with the student;
- Let them know there is help;
- Be ok if the student doesn't want to talk;
- Be patient with the student;
- Let the student know you will not tell everyone. Just the people who can help will be told;
- If appropriate, let the student go home with the parents or another person specially trained.

Respond Immediately

~~A.—Report Concerns of suicidal thoughts or behaviors to the site administrator immediately. A district-employed School Mental Health Team Member who is assigned to serve at the school site and is certified in FUSD approved suicide assessment tools and intervention will be contacted. Only district-employed mental health professionals trained in the district approved suicide risk assessment tool (C-SSRS) can complete a suicide risk assessment. For an overview of this process, see Appendix—Site Crisis Decision Tree~~

~~B.—Supervise the student at all times. Ensure that students sent to the office for assessment are always accompanied by a staff member.~~

~~C.—If the student has made a suicide attempt at school that requires immediate medical attention, call 911 and contact the site designated Health Services staff member as soon as possible. The Site Mental Health Team will determine whether the student is able to participate in a suicide risk assessment and proceed with the steps below.~~

~~Assess for Suicide Risk Gather information: The administrator should gather essential background information that~~

will help with assessing the student's risk for suicide (i.e. student's actions or words that led to the concern, copies of any concerning writings, drawings, text messages, or social media).

A. ~~Complete C-SSRS: The designated School Mental Health Team member will meet with the student to complete the C-SSRS. Based on the information gathered, the assessing party will collaborate with at least one other designated School Mental Health Team member to identify the level of risk as determined by responses to the C-SSRS and develop a plan of action.~~

~~Parental Notification and Involvement~~

~~Fresno Unified School District shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:~~

- ~~• After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.~~
- ~~• If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Fresno County Child Protective Services (CPS) to report abuse/neglect of the youth: (559) 600-6400, Fax (559) 266-2463~~

~~Action Plan for In-School Suicide Attempts~~

~~If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:~~

- ~~• Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;~~
- ~~• Move all other students out of the immediate area;~~
- ~~• Immediately contact the administrator or School Mental Health Team;~~
- ~~• Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;~~
- ~~• If needed, provide medical first aid until a medical professional is available;~~
- ~~• Parents/guardians/caregivers should be contacted as soon as possible;~~
- ~~• Do not send the student away or leave them alone, even if they need to go to the restroom;~~
- ~~• Listen and prompt the student to talk;~~
- ~~• Review options and resources of people who can help;~~
- ~~• Be comfortable with moments of silence as you and the student will need time to process the situation;~~
- ~~• Provide comfort to the student;~~
- ~~• Promise privacy and help, and be respectful, but do not promise confidentiality;~~
- ~~• Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.~~

D. What will happen when a **suicide attempt** is made away from school

If a suicide is tried away from school, here are things the adults will do:

- **Call the family;**
- **Talk to the family about how the school can help;**
- **Get permission from the family to share information with the people at school who can help;**
- **Pick an adult to be the one who talks to the adults outside of school who are helping**
- **Work with the family to make a plan to help the student with their problems;**
- **Work with family to bring the student back to school when it is appropriate.**

~~Action Plan for Out-of-School Suicide Attempts~~

~~If a suicide attempt by a student is outside of Fresno Unified School property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:~~

- ~~• Contact the parents/guardians/caregivers and offer support to the family;~~

- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

E. Supporting Students after a Mental Health Crisis

After the crisis has happened adults will:

- Treat suicide seriously and stay calm;
- Listen to the student;
- Not argue with the student;
- Offer hope and let the student know they are safe, and help is coming;
- Get the student help;
- Keep talking to people who care for the student.

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

F. Coming back to School After a Suicide Attempt

When a kid comes back after they say they are going to try suicide the adults will:

- Get permission from family to share information with the people at school who can help;
- Ask the student and family if there is anything the school can do to make coming back to school easier;
- Let the teachers know if the student will miss any days;
- Let the student make up any schoolwork;
- Keep talking to the student to make sure they are feeling better;
- Work with the family and student to keep getting help.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;

- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

G. Responding After a Suicide Death (Postvention)

If a student or adult dies by suicide, the adults at the school will:

- Make sure it is true and not a rumor before responding;
- Call the family;
- Have a meeting of the adults chosen to respond;
- Talk to all the people who work at the school;
- Talk to the students who knew the student or adult.
- Share things that will help students feel better.
- Make sure others get help if they are thinking of doing the same thing.

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The District crisis response team for the Fresno Unified School District shall ensure an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

Suicide Postvention Response Plan shall:

- Identify a staff member to confirm death and cause (school-site administrator);
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
 - Identify students affected by suicide death but not at risk of imitative behavior;
 - Communicate with the larger school community about the suicide death;
 - Consider funeral arrangements for family and school community;
 - Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
 - Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
 - Utilize and respond to social media outlets:
 - ✓ Identify what platforms students are using to respond to suicide death
 - ✓ Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at <http://www.cde.ca.gov/nr/el/le/yr22ltr0214.asp>

Commencing ~~Starting~~ July 1, 2019, ~~students grades 7 to 12, shall have printed on an issued student identification card~~ the National Suicide Prevention Lifeline telephone number (1-800-273-8255) will be printed on the student ID cards of all students in 7th-12th grades. and The ID card may also include the Crisis Text Line (text HOME to 741741), and/or a local suicide prevention hotline telephone number. (Education Code Section 215.5(a)(1))

Commencing ~~Starting~~ October 1, 2020, students grades 7 to 12, ~~shall have printed on an issued student identification card~~ the number for the National Domestic Violence Hotline: 1-800-799-7233 will be printed on the student ID cards of all students in 7th-12th grades. (Education Code Section 215.5(a)(2))

The governing board ~~who which~~ serves ~~students pupils~~ in kindergarten and grades 1 to 12, ~~inclusive, shall, will~~ review, and update as necessary, this policy at least every five years. (Education Code 215(a)(6)(b-c))

The Superintendent or designee ~~shall will~~ post this policy on the district's web site, in a ~~prominent~~ location ~~and in a manner~~ that is easily ~~accessible for to~~ parents/guardians and students ~~to find~~. (Education Code 234.6)

Resources:

- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/asist/>
- Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. <https://www.mindwise.org/sos-signs-of-suicide/>
- Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The Second Step Program teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem solving. <https://www.secondstep.org/elementary-school-curriculum>

~~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, 3 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.~~

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5886 Children's Mental Health Services Act

COURT DECISIONS

Coraes v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
 Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
 CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
 School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 NATIONAL
 ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
 Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015 U.S.
 DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
 National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
 Preventing Suicide: A Toolkit for High Schools, 2012
 WEB SITES
 American Association of Suicidology: <http://www.suicidology.org>
 American Foundation for Suicide Prevention: <http://afsp.org> American
 Psychological Association: <http://www.apa.org>
 American School Counselor Association: <http://www.schoolcounselor.org>
 California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>
 California Department of Health Care Services, Suicide Prevention Program: <http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx> Centers
 for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>
 National Association of School Psychologists: <http://www.nasponline.org>
 National Institute for Mental Health: <http://www.nimh.nih.gov>
 Trevor Project: <http://thetrevorproject.org>
 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT
 adopted: May 31, 2017 Fresno, California
 revised: March 6, 2019
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 revised: March 16, 2022
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 revised: September 24, 2022
 revised: _____, 2024

Policy Section: 5000 Students

Fresno Unified Administrative Regulation (AR) 5144.1 Suspension And Expulsion/Due Process

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, **so long as removal from a particular class does not occur more than once every five school days.**

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

*(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)*

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

*(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)*

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-110589, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 3513.4 – Drug and Alcohol Free Schools)
(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-110589, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented the same as a such controlled substance, alcohol beverage or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel, except that this restriction shall not prohibit a student from using or possessing their own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Knowingly received stolen school property or private property. (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 288a, or 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or **their** property; cause the student to experience a substantially detrimental effect on **their** physical or mental health; or cause the student to experience substantial interferences with **their** academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, **or for a person of the student's age** and disability. (Education Code 48900(r))

Burn Page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False Profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A **terrorist threat** includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out **the crime**. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: **Grades 9-12 Grades 4-12**

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive **so as** to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

Suspension from Class by a Teacher

A teacher may suspend a student, from class for the remainder of the day **and the following day** for any of the acts specified in Education Code 48900 and listed as items #1-189 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910))

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity **away from school** to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined

that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension **upon a student, including or supervised suspension upon a student**, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school **or class**, or continuation school or class, for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed **according to** in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence **in the student's defense**. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists, involving a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, **both the parent/guardian and the student, the student's parent/guardian, or if a foster youth the educational rights holder, attorney and social worker, or if an Indian child, the Indian child's tribal or county social worker and, if applicable, county social worker**, shall be notified of the student's right to **a conference and the right to** return to school for the purpose of the conference. **and T**he conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school **for the conference**. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone or in person.** Whenever a student is suspended, the parent/guardian **or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker,** shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8).

4. In addition, the notice may state the date and time when the student may return to school.

45. Parent/Guardian Conference: Whenever a student is suspended, school officials may **request conduct** a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, **a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker,** the notice may state that the law requires **the parent/guardian such individuals** to respond to such requests without delay. However, **no penalties may be imposed on** the student **shall not be penalized** for the failure of the parent/guardian, **foster youth's educational rights holder, attorney, and county social worker, or Indian child's tribal social worker, and, if applicable, the county social worker,** to attend such a conference. The student may not be denied reinstatement solely because **the parent/guardian such individuals** failed to attend the conference. (Education Code 48911)

56. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth **or Indian child,** the Superintendent or designee shall notify the district's educational liaison **of the need to invite the** ~~for~~ **foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, the student's attorney and a representative of the appropriate county child welfare agency** to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4- 12", and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A Student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, **or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the tribal social worker and, if applicable, county social worker**, in person, **by email**, or by telephone. When the

assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent, ~~or~~ principal ~~or designee~~ determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent, ~~or~~ principal ~~or designee~~ shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance, as listed in the Health and Safety Code 11053-110589, except for:
 - a. ~~(a) If~~ The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or
 - b. ~~(b) If~~ The student's possession of over-the-counter medication **for use by the student for medical purposes. or other medication prescribed by a physician.**
 - c. **Medication prescribed for the student by a physician.**
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee.

In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held no later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an **expellable** offense **for which the student may be expelled**, the Superintendent, principal, or designee shall offer the student and parent/guardian **or, when applicable, other person holding the right to make educational decisions for the student**, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after **the student, parent/guardian has been given** written notice of the expulsion hearing pursuant to Education Code 48918 **has been given**.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian, **or, when applicable, the person holding the right to make educational decisions for the student**. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian, **or, when applicable, the person holding the right to make educational decisions for the student**, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time **they the witness testify testifies**.
3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918 (b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915 (a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student **or Indian child**, the Superintendent or designee shall also send notice of the hearing to the **foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, student's attorney and a representative of an appropriate child welfare agency** at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 **calendar** days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether **or not** the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student, shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify **heard** in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3.2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3.4. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(ii))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item **#4.6** below. (Education Code 48918(i))

4.5. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918 (f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5.7. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during their testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person who is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.

- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
 - (3) iii. The person conducting the hearing may:
 - (a) A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours
 - (c) C. Permit one of the support persons to accompany the complaining witness to the witness stand

68. Decision: Within 10 school days after the conclusion of the hearing, the Governing Board shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the Governing Board does not meet on a weekly basis, the Governing Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer, or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may **also** appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918 (a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another

placement is requested in writing by the student's parent/guardian. **Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))**

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board **at a in public meeting**. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "Mandatory Recommendation and Mandatory Expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8).
2. The fact that a description of readmission procedures will be made available to the student and their parent/guardian. (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board. (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion. (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918).

Decision To Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12", "Additional Grounds for Suspension and Expulsion: Grades 4-12", or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board of Education, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918 (j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and

requirements for the filing of an appeal of the expulsion order with County Board of Education. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 – Independent Study)
(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student, and the student's parent/guardian, or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board their recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian, or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

~~2.3.~~ If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission. ~~The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)~~

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

~~3.5.~~ If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

4.6. The Board shall provide written notice to the expelled student and parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

~~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.~~

Legal Codes:

CODE OF CIVIL PROCEDURE

1985-1987 Production of evidence; means of production

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

EDUCATIONAL CODE

17292.5 Program for expelled students; facilities

1981-1983 Enrollment of students in community school

212.5 Sexual harassment

233 Hate Violence

32260-32262 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions regarding suspensions

35291 Rules for government and discipline of schools

35291.5 Rules and procedures on school discipline

48645.5 Former juvenile court school students; enrollment

48660-48666 Community day schools

48853-48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parent/Guardian notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

64000-64001 Consolidated application

8489-8489.1 Prohibition against expulsion of preschool student

GOVERNMENT CODE

11455.20 Informal hearing procedures

54950-54963 The Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11059 Controlled substances; standards and schedules

LABOR CODE

230.7 Employee time off to appear in school on behalf of a child

PENAL CODE

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

287 Oral Copulation

288 Lewd or lascivious acts with child under age 14

289 Penetration of genital or anal openings

31 Principal of a crime; defined

417.27 Laser pointers

422.55 Definition of hate crime

422.6 Crimes; harassment

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.10 Dirks, daggers, knives, razors, or stun guns

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

224.1 Indian child; definition

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions; firearms and ammunition

UNITED STATES CODE, TITLE 20

1415(K) Students with disabilities; placement in alternative educational setting

7961 Gun-Free Schools Act

UNITED STATES CODE, TITLE 42

11431-11435 Education of homeless children and youths

COURT DECISIONS

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

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Fresno Unified Board Policy (BP) 5145.3 Nondiscrimination/Harassment

The **Governing** Board desires to provide a **welcoming**, safe, **and supportive** school environment that allows all students equal access **to** and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, **programs, practices, or school attendance within a school under the jurisdiction of the Superintendent**, unlawful discrimination, including discriminatory harassment **(including sexual harassment)**, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived **race, color, ethnicity, ancestry, nationality**, national origin, immigration status, **ancestry**, age **(40 and above)**, **religious creed**, religion, **political belief or affiliation, gender, gender identity, gender expression, genetic information, marital status, pregnancy, parental status**, physical or mental disability, **medical condition**, sex, sexual orientation, **marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, gender, gender identity, gender expression, or genetic information, medical condition, military and veteran status**, or association with a person or 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. Not all bases of discrimination will apply to both education services and employment. religious creed, political belief or affiliation, color, childbirth, breastfeeding/lactation status, or the perception of one or more of such characteristics;**

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district. (Education Code 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also **occurs when includes the creation of a hostile environment through** prohibited conduct ~~that~~ is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that the staff enforce discipline rules fairly, consistently, and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 – Discipline, Board Policy and Administrative Regulation 5144.1 – Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students With Disabilities).

~~The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other~~

activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6145 – Extracurricular and Cocurricular Activities)

(cf. 6145.2 – Athletic Competition)

(cf. 6164.2 – Guidance/Counseling Services)

The Board also prohibits any form of retaliation against any individual student who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination, harassment, intimidation, or bullying. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities, or privileges. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The district shall ensure that all complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, or bullying remains confidential, as appropriate. (EC Section 234.1(g))

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the districts policies prohibiting discrimination, harassment, and intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with the law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee Staff shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee They shall report their findings and recommendations to the Board after each review.

The district has provided, incident to the publicizing of policies against discrimination, harassment, intimidation and bullying described in EC Section 234.1(c), to certificated school site employees who serve pupils in any of grades 7 to 12, inclusive, who are employed by the district, information on existing school site and community resources related to the support of LGBTQ+ pupils, or related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.

(a) School site resources may include, but are not limited to, peer support or affinity clubs and organizations, safe spaces for LGBTQ+, or other at-risk pupils, counseling services, staff who have received anti-bias or other training aimed at supporting these pupils or who serve as designated support to these pupils, health and other curriculum materials that are inclusive of, and relevant to, these pupils, online training developed pursuant to EC Section 32283.5, and other policies adopted pursuant to this article, including related complaint procedures.

(b) Community resources may include, but are not limited to, community-based organizations that provide support to LGBTQ+, or other at-risk pupils and their families, and physical and mental health providers with experience or training in treating or supporting these pupils. (EC Section 234.1(d))

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, **retaliation, or** bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include counseling, suspension **and/or** expulsion **for when the** behavior **that** is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, **retaliation, or** bullying **may shall** be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 – Uniform Complaint Procedures.

Grievance Procedures

The Board hereby designates the following positions as Coordinator(s) for Nondiscrimination to ensure compliance with nondiscrimination in educational equity, to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Teresa Plascencia, Executive Director/Equity Compliance Officer
Constituent Services Office
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3736
Constituent.Services@fresnounified.org

Patrick Morrison, District 504 Coordinator
Fresno Unified School District 890 S. 10th Street ~~1301 M Street~~ Fresno, CA 93702 ~~Fresno, CA 93726~~
(559) 457-3220
504@fresnounified.org

Steven Shubin, Title II/ADA Coordinator
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
(559) 457-3520
Accommodations@fresnounified.org

David Chavez, Chief of Human Resources
Title IX Coordinator ~~Officer~~/Age Discrimination Act
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-~~3528~~-3713
titleix@fresnounified.org

Tangee Pinheiro, Instructional Superintendent
Special Education Office
Fresno Unified School District
890 S. 10th Street ~~1301 M Street~~ Fresno, CA 93702 ~~Fresno, CA 93721~~
(559) 457-3220
Spedleadership@fresnounified.org

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that they have been subjected to discrimination, harassment, intimidation, or bullying

should immediately contact the Coordinator for Nondiscrimination, the principal, or any other staff member. Any student who observes an incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints brought to the attention of staff, alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Any complaints of discrimination or any behavior prohibited by this policy, shall be addressed in accordance with the Administrative Regulation 5145.7 Sexual Harassment.

If dissatisfied with the district's decision, the complainant may submit their appeal in writing to the Office of Constituent Services within 15 calendar days of receiving the district's decision. The written concerns shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The district shall investigate in accordance with AR 1312.3 - Uniform Complaint Procedures. Employees who observe an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to any of the designated Coordinators for Nondiscrimination, or principal, whether or not the victim files a complaint. Upon receiving a complaint of discrimination or harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. Where the Coordinator finds that harassment has occurred, they shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's nondiscrimination, harassment, intimidation, and bullying policies shall readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (EC Section 234.6(b)(8))

The district must post the established policies prohibiting discrimination, harassment, intimidation, and bullying in all schools and offices, which include staff lounges and pupil government meeting rooms. (EC Section 234.1(e); 5 CCR Section 4960(b))

The district must publicize adopted policies that prohibit discrimination, harassment, intimidation, and bullying, including information about the manner in which to file a complaint, to pupils, parents/guardians, employees, the governing board, and the general public. The information shall be translated pursuant to EC section 48985. The district shall also include a notice of nondiscrimination policies in any publications used in connection with the recruitment of pupils or employees. The district must identify the officer responsible for nondiscrimination and education equity compliance in such publicity. (EC Section 234.1(c); 5 CCR Sections 4960(b) and 4961; 34 CFR Section and 106.8)

The district shall post a link to statewide resources, including community-based organizations, which shall be readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The district shall also include any additional information deemed important for preventing bullying and harassment. (EC Section 234.6(b)(11-12))

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6163.4 - Student Use of Technology)

If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, all notices, reports, statements, and records sent to the parent/guardian of any such pupil by the district shall, in addition to being written in English, be written in the primary language, and may be responded to in either English or primary language. (EC Section 48985(a))

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools. **The district shall maintain documentation of complaints and their resolution must be maintained for a minimum of one review cycle. (EC Section 234.1(f))**

(cf. 3580 - District Records)

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with 5 one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination **on the basis of sex, especially:**

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for **harassment, threats, or intimidation**

48904 Liability of parent/guardian for willful student misconduct

48907 ~~Student e~~ xercise of free expression; **time, place and manner rules and regulations**

48950 ~~Freedom of s~~peech **and other communication**

48985 ~~Translation of a~~ Notices to parents in language other than English

49020-49023 Athletic programs

49060-49079 Student records

51204.5 Social sciences instruction; contributions of specified groups

51500 Prohibited instruction or activity

51501 ~~Prohibited means of instruction~~ - **Nondiscriminatory subject matter**

60010 Instructional materials; definition

~~60044 Prohibited instructional materials~~

60040-60052 Requirements for instructional materials

CIVIL CODE

1714.1 **Liability of parent or guardian for act of willful misconduct by a minor**

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student records

4600-4687 Uniform ~~C~~omplaint ~~P~~rocedures

4900-4965 Nondiscrimination in elementary and secondary education programs **receiving state or federal financial assistance**

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972; **discrimination based on sex**

~~12101-12213 Title II equal opportunity for individuals with disabilities~~ UNITED

STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973; Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended 2000h-2-

2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975 CODE OF

FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints CODE OF

FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.8 Notice of Nondiscrimination on the Basis of Handicap **Designation of responsible employee for Title IX**

106.45 Grievance process for formal complaints of sexual harassment

106.4.7 Section 504; Designation of responsible employee and adoption of grievances procedures

106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures **responsible employee for Title IX**

~~106.9 Notification of nondiscrimination on basis of sex~~

110.25 Prohibition of discrimination based on age

CODE OF FEDERAL REGULATIONS, TITLE 34

106.30 Discrimination on the basis of sex; definitions

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources [References](#)

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS [Examples of Policies and Emerging Practices for Supporting Transgender Students](#), May 2016

[Dear Colleague Letter: Title IX Coordinators, April 2015](#) [Dear Colleague Letter: Harassment and Bullying, October 2010](#) [Notice of Non-Discrimination, January 1999](#)

WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

California Department of Education: <http://www.cde.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: August 26, 1993 Fresno, California

Revised: March 22, 2000

Revised: June 29, 2005

Revised: June 19, 2013

Revised: May 14, 2014

Revised: June 17, 2015

Revised: November 16, 2016

Revised: December 18, 2019

Admin Reviewed: October 27, 2021

Revised: March 16, 2022

Revised: **Winter __, 2024**

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5145.7 Sexual Harassment

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 – Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 – Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 – Uniform Complaint Procedures)
(cf. 5131 – Conduct)
(cf. 5131.2 – Bullying)
(cf. 5137 – Positive School Climate)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment; including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of

the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students.

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation.

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

(cf. 3580 - District Records)

~~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.~~

Legal Reference:
EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
 48900 Grounds for suspension or expulsion
 48900.2 Additional grounds for suspension or expulsion; sexual harassment
 48904 Liability of parent/guardian for willful student misconduct
 48980 Notice at beginning of term
 48985 Notices, report, statements and records in primary language
 CIVIL CODE
 51.9 Liability for sexual harassment; business, service and professional relationships
 1714.1 Liability of parents/guardians for willful misconduct of minor
 GOVERNMENT CODE
 12950.1 Sexual harassment training
 CODE OF REGULATIONS, TITLE 5
 4600-4670 Uniform Complaint Procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1092 Definition of sexual assault
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 UNITED STATES CODE, TITLE 34
 12291 Definition of dating violence, domestic violence, and stalking
 UNITED STATES CODE, TITLE 42
 1983 Civil action for deprivation of rights 2000d-2000d-7
 Title VI, Civil Rights Act of 1964
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy
 106.1-106.71 Nondiscrimination on the basis of sex in education programs
 COURT DECISIONS
 Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
 Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
 Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
 Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
 Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
 Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
 Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Q&A on Campus Sexual Misconduct, September 2017
 Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 Dear Colleague Letter: Title IX Coordinators, April 2015
 Sexual Harassment: It's Not Academic, September 2008
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

California Department of Education: <http://www.cde.ca.gov>
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted August 26, 1993 Fresno, California
 Revised December 11, 1997
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 Revised June 17, 2015
 Revised November 16, 2016
 Revised January 20, 2021
 Revised Winter ___, 2024

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 6174

Education for English Learners

The Governing Board intends to provide English learners ~~(ELs)~~ with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided **differentiated** English language development (ELD) instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

English ~~E~~learners have particular educational needs which must be addressed if they are to fully participate in the educational process. The district will provide an instructional program called Standards-based Content and Language Model that provides access to a challenging core curriculum while at the same time developing the full acquisition of English as rapidly and effectively as possible. The program for English learners shall be designed to promote positive self-concepts and cross-cultural understanding.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history- social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

Any secondary English Learner student enrolled in U.S. schools for less than three years shall receive designated English Language Development according to the District English Learner placement guidelines. All English Learners, regardless of grade level and status (newcomer **(less than 3 years in US schools)**, on track **(projected to reclassify on time)**, at-risk **(not projected to reclassify on time)**, ~~LTEL~~ **Long-term English learner (has missed the projected time to reclassify)** shall receive designated and integrated ELD.

2. A full course load of courses specified in item #1 above
3. Other courses that meet the "a-g" course requirements for **University of California (UC) and California State University (CSU)** college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

(cf. 0415 - Equity)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

The district shall identify in its ~~Local~~ **e**Control and ~~a~~ **A**ccountability ~~p~~ **P**lan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

Professional Development

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

The Superintendent or designee shall maintain procedures **which provide** for the early identification of English learners and an assessment of their proficiency **early identification of English learners and an assessment of their proficiency** using the **state's** English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40- 11518.45-:

1. Each LEA must properly identify and assess all students who have a home language other than English. (20 United States Code [U.S.C.] 6823[b][2]; EC sections 313, 60810)
2. At or before the time of a student's initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[a])
3. If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (20 U.S.C. 6823[b][2]; 5 CCR Section 11518.5[c])
4. The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment. (20 U.S.C. 6823[b][2]; EC Section 313; 5 CCR Section 11518.5[d])
5. Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window. (20 U.S.C. sections 6311[b][2][G], 6823[b][3][B]; EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])
6. When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. (5 CCR Section 11518.25)

When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed using the Alternate ELPAC, as specified in the pupil's IEP. (5 CCR Section 11518.30)

~~Once identified as an English learner, a student shall be annually assessed for language proficiency until they are the student is reclassified based on criteria specified in the accompanying administrative regulation.~~

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305- 306; 5 CCR 11309)

Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English. Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD **may** includes specially designed academic instruction in English. (5 CCR Section 11300 [a,c])

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

~~*(cf. 6142.2 - World Language Instruction)*~~

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child's needs. "Language acquisition program" refers to educational programs designed for English learners to ensure English acquisition as rapidly and as effectively as possible. Such programs must include instruction on the state-adopted academic content standards, including the ELD standards. Language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language. (EC sections 306[c], 310[a]; 5 CCR sections 11300[d], 11309[c])

When ~~To the extent possible, any language acquisition program requested by~~ the parents/guardians of 30 pupils or more ~~students at the~~ are enrolled in a school, or ~~when by~~ the parents/guardians of 20 pupils or more ~~students at any~~ in the same grade level ~~are enrolled in a~~ shall be offered by the school, request the same or substantially similar type of a language acquisition program, the LEA shall respond by taking actions to demonstrate the timelines and requirements in 5 CCR Section 11311[h] are met by the LEA. (Education Code 310; 5 CCR 11311)

In the case where the LEA determines it is not possible to implement a language acquisition program requested by parents, the LEA shall provide in written form an explanation of the reason(s) the program cannot be provided and may offer an alternate option that can be implemented at the school. (5 CCR Section 11311[h][3][B])

The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the LEA. The annual notice must be distributed as required by EC sections 48980 and 48981. Parents of all pupils enrolling in an LEA after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:

1. A description of any language acquisition programs provided, including Structured English Immersion;
2. Identification of any language to be taught in addition to English, when the program model includes instruction in another language;
3. The information set forth in section 5 CCR Section 11309[c];
4. The process to request establishment of a language acquisition program
5. If the LEA offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program's effectiveness. (EC sections 305, 306, 310, 48980, 48981, and 5 CCR Section 11310; 20 U.S.C. sections 1703[f], 6311 and 6318)

Reclassification

When an English learner is determined ~~based on state and district reclassification criteria~~ to have acquired a

reasonable level of English proficiency, **based on state and district reclassification criteria** and pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Each LEA must reclassify English learners to proficient in English by using a process and criteria that includes, but is not limited to the following:

1. **Assessment of ELP.(EC Section 313[f][1]; 5 CCR Section 11303[a])**
2. **Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (EC Section 313[f][2]; 5 CCR Section 11303[b])**
3. **Opportunities for parent opinion, consultation, and involvement during the reclassification process. (EC Section 313[f][3]; 5 CCR Section 11303[c])**
4. **Comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. (EC Section 313[f][4]; 5 CCR sections 11302, 11303[d])**

Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student's permanent record:

1. **Language and academic performance assessments;**
2. **Participants in the reclassification process; and**
3. **Any decisions regarding reclassification. (5 CCR Section 11305)**

Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed. (20 U.S.C. Section 6841[a][4][5]; 5 CCR Section 11304)

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English **through the English Learner Progress Indicator (ELPI)**
2. The number **and or** percentage of English learners reclassified as fluent English proficient
3. The number **and or** percentage of English learners who are or are at risk of being classified as long- term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee **shall** also **shall** provide the Board with regular reports from any district or school wide English learner advisory committees.

~~Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.~~

Legal Reference:
EDUCATION CODE

200 Prohibition of discrimination

300-340 English language education ~~for immigrant children, especially~~

~~205~~ 310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 ~~State Board of Education waiver authority~~ **Nonwaivable provisions**

42238.02-~~42238.03~~ Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48345 Interdistrict instruction collaboration agreements

48980 Parental/**Guardian** notifications

48985 Notices to parents in language other than English

52052 Accountability; Numerically significant student subgroups

52060-52077 Local control and accountability plan

52160-52178 Bilingual Bicultural Act **of 1976**

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

60640 California Assessment of Student Performance and Progress

60811-60812 Assessment of language development

62002.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

853 Administration of CAASPP

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations

854.9 CAASPP and unlisted resources for students with disabilities

11300-11316 English learner education

11510-11517.5 California English Language Development Test

11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 ~~Individuals with Disabilities Education Act~~, ~~State~~ eligibility

1701-1702 ~~15~~ Equal Educational Opportunities Act

6311 ~~Title I~~ ~~State~~ plan

6312 ~~Title II~~ local education agency plans

6801-7014 ~~Title III, language instruction for Limited~~ English **proficient learners** and immigrant students

7801 Definitions **of English learner**

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 **Prohibition of Discrimination** **prohibited on basis of race, color or national origin**

200.16 Assessment of English learners COURT

DECISIONS

Valeria O. v. Davis, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp.698

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016 English Learners in

Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015 Next Generation

Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 26, 1992 Fresno, California

revised: September 12, 1996

revised: December 15, 1999

revised: June 18, 2014

revised: May 31, 2017

revised: June 2, 2021

revised: April 6, 2022

revised: Winter ___, 2024

Policy Section: 6000 Instruction

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Leadership Associates

ITEM DESCRIPTION: Included in the Board binders is an agreement with Leadership Associates to facilitate a series of community listening sessions and conduct an online survey to solicit input from our students, staff, parents/guardians, and our community. The information generated from these sessions and the survey will be used to develop a profile which indicates desired qualities and characteristics of the next superintendent. Leadership Associates will summarize all input into a comprehensive written report and will act in an advisory capacity to the Board of Education. Ratification required due to necessity to initiate services in early February.

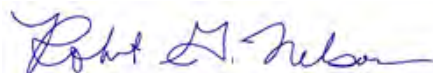
FINANCIAL SUMMARY: Sufficient funds in the amount of \$40,000 are available in the Board Office Budget.

PREPARED BY: Ambra O'Connor

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

20836

Vendor Number

Leadership Associates, LLC

449 W. Foothill BLVD., #427, Glendora, CA 91741

Vendor Name

(530) 302-5112

Address

Betty Hall

Phone Number

Vendor Contact

From: 1/26/2024

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Ambra O'Connor

Board of Education

559-457-3838

Name

Site/ Dept

Telephone number

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

030-0670-0855-0000-7100-5899

Annual Cost \$ 40,000.00

(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:

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

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:** 02/21/24
(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

Feb 6, 2024

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0670-0855-0000-7100-5899

District Contact Person: Ambra O'Connor

Budget Manager Approval:

Contractor's Vendor Name: Leadership Associates, LLC

Contractor's Contact Person: Betty Hall

Contractor's Title: Contract Administrator

Contractor's Telephone

Number: (530)302-5112

Contractor's E-mail: bhall@leadershipassociates.org

Contractor's Address: 449 W. Foothill BLVD., #427, Glendora, CA 91741

This Independent Contractor Services Agreement is made and entered into effective 1/26/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Leadership Associates, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 1/26/2024 , 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 \$ 40,000 per , not to exceed \$ 40,000.00 . Checks will be made payable to Leadership Associates, 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 BH

- 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): \$40,000
- 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 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 BH 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 BH 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: Leadership Associates, LLC

Name: Betty Hall

Address:

449 W. Foothill Blvd., #427
Glendora, CA 91741
(530)302-5112

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

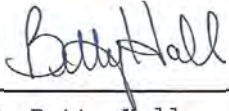
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date


CONTRACTOR

Leadership Associates, LLC


Name: Betty Hall *Title:* Contract Administrator
2/5/24

Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

Feb 6, 2024

Date



SERVICES AGREEMENT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
449 W. Foothill Blvd., #427
Glendora, CA 91741
(530) 302-5112

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **26th day of January 2024** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **FRESNO UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

The District agrees to pay the Contractor **FOURTY THOUSAND DOLLARS (\$40,000)** for services provided. The Contractor will submit an invoice at the conclusion of the stakeholder input to the District. Payment is due within 30 days of receipt of invoice.

Remittance payable/forwarded to: Leadership Associates
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741

The Contractor is to perform the above services beginning January 26, 2024.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

By: _____

Name: Betty Hall

Title: Fiscal Services

Date: January 26, 2024

DISTRICT:
FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Approved As To Form:

Feb 6, 2024
Stacey Sandoval, Executive Director
Risk Management



FEE AND SUMMARY OF SERVICES

FRESNO UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH – TIER I

TOTAL FEE TO CONDUCT SUPERINTENDENT SEARCH - TIER I: \$40,000

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Gathering of community and staff input and providing Board with a written report, including online survey
- Community Listening Sessions include:
 - Online survey
 - 7 listening sessions in each region and at each comprehensive high school
 - Additional small groups for:
 - African American
 - Hispanic Chamber
 - Southeast Asian
 - Other groups to meet with:
 - City leaders including City Council
 - FUSD Cabinet
 - Principals
 - Labor partners
 - FTA President
 - CSEA President
 - Teachers
 - Executive Board FTA
 - Executive Board CSEA
 - Classified Staff
 - Instructional Superintendents
 - Higher Ed partners
 - ELAC (district)
 - CAC (district)
 - Fresno Chamber of Commerce
- Assisting the Board's administrative assistant throughout the process with templates, webpage posting information and sample agenda language
- Acting as an advisor to the Board of Education

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM B-22

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss and Approve

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

TITLE AND SUBJECT: Discuss and Approve the Revision to the 2023/24 Declaration of Need for Fully Qualified Educators

ITEM DESCRIPTION: Included in the Board binders is a request to add to the previously approved 2023/24 Declaration of Need for Fully Qualified Educators. The updated Declaration of need will include the Business Authorization for Single Subject Limited Assignment Permit.

Annually, the district adopts the Declaration of Need for Fully Qualified Educators, which certifies there may be an insufficient number of certificated persons who meet the district's specified employment criteria for the positions listed on the Declaration. The adoption of the Declaration is a prerequisite to the issuance of: 1) CLAD/English Learner Authorizations; 2) Bilingual Authorizations in Hmong & Spanish; 3) Resource Specialists; 4) Library Service Permits; 5) Any General Limited Assignment Teaching Permits; and 6) Teachers on Internship Credentials in the event that such a shortage occurs. The district is adding, 7) Business Authorization for Single Subject Limited Assignment Permit (Title 5, California Code of Regulations, Section 80026).

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

PREPARED BY: Malati Gopal
Executive Officer Human Resources/Labor Relations

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.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ____/____/____ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

Name *Signature* *Title*

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
-------------------	-------------------------	-------------

Mailing Address

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County	County CDS Code
----------------	-----------------

Name of State Agency _____

[illegible]

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No
--	-----	----

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?	Yes	No
---	-----	----

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM B-23

AGENDA SECTION: B

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification of the 2023/24 School Year Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employee Association, Chapter 143

ITEM DESCRIPTION: Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and the California School Employee Association, Chapter 143.

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with exclusive representative.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

PREPARED BY: Annarita Howell

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
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM B-24

AGENDA SECTION: B

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification of the 2023- 2026 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School District and International Association of Machinist & Aerospace Workers

ITEM DESCRIPTION: Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and the International Association of Machinist & Aerospace Workers.

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with exclusive representative.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

PREPARED BY: Annarita Howell

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
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM B-25

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the Local Control and Accountability Plan Educational Partner Feedback and the Mid-Year Report

ITEM DESCRIPTION: In accordance with Education Code 52062, school districts are required to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and the Local Control Funding Formula (LCFF) budget overview for parents on or before February 28 of each year at a regularly scheduled meeting. The report shall include all available outcome data related to the metrics identified in the current year LCAP and all expenditure data by action.

In accordance with Education Code sections 52060(g) and 52066(g), school districts are required to consult with teachers, principals, administrators, other school personnel, local bargaining units of the district, parents, and students in developing the LCAP.

Fresno Unified School District staff conducted regional LCAP Community Meetings and other various methods of family, student, and staff outreach. In addition, a ThoughtExchange survey was used to gather community feedback. The Office of State and Federal Programs partnered with the Communications Department to support community outreach through Social Media, ParentSquare, and local news outlets. Additionally, we worked with Parent University to train Home School Liaisons to expand LCAP outreach to families at the site level.

In reference to the February 09, 2024, Local Control and Accountability Plan Engagement Board Communication, staff will present and discuss the input received from educational partners in preparation for 2023/24 budget discussions and development of the LCAP.

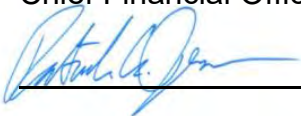
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Ashlee Chiarito

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-3934

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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

A blue ink signature of Patrick Jensen, Chief Financial Officer, written over a horizontal line.A blue ink signature of Robert G. Nelson, Superintendent, written over a horizontal line.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 21, 2024,

AGENDA ITEM C-26

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive The Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2023/24

ITEM DESCRIPTION: Included below is the second quarterly investment report for the period ending December 31, 2023. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2023, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$1,005,064,138
Investment with Trustees	\$128,883,778*

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom
Chief Executive

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

CABINET APPROVAL: Patrick Jensen
Chief Financial Officer

SUPERINTENDENT APPROVAL:

