



Amended Agenda
Noted on Page 1, 2, 4, & 8
March 15, 2024

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

AGENDA
WEDNESDAY, MARCH 20, 2024
***4:30 P.M. (CLOSED SESSION) *~~6:00~~ 6:30 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. 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 for discussion 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. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Principal
 - b. Superintendent
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Stephen Davis v. Fresno Unified School District, et al; Fresno County Superior Court Case No. 12 CECG03718
 - b. **Julio Estrada Delgado and Laura Delgado vs. Fresno Unified School District Fresno Superior Court No. 22CECG01799 Claim No. GL21-1127-6281**
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).

***~~6:00~~ 6:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Students from Roosevelt 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 457-3713.

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 held March 06, 2024. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the February 28, 2024, Board of Education Workshop. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, ADOPT Resolution 24-45, In Support of Science of Reading Instruction in Fresno Unified School District

Included in the Board binders is Resolution 24-45, affirming support for reading instruction aligned to the science of reading in Fresno Unified schools. Evidence-based literacy instruction grounded in the elements of the science of reading which is explicit and systematic instruction in phonological and phonemic awareness, phonics, vocabulary, fluency, comprehension, and writing has proven benefits for students. The district has previously affirmed its support for increasing student literacy by declaring that every student will read by the end of first grade. 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-5, APPROVE Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning

Included in the Board binders is an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning.

The agreement term is from March 21, 2024, through June 30, 2024. The purpose of this agreement is to meet the Board's request and is a continuation of the Fresno Unified School District Board commitment to support Equity Based Facilities Planning. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$80,000 are available in the ~~Measure M~~ Special Reserve Fund and \$20,000 are available in the Diversity, Equity, and Inclusion General Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-6, APPROVE Agreement with the Trauma Resource Institute, Inc.

Included in the Board binders is an agreement between Fresno Unified School District, Department of Prevention and Intervention and Trauma Resource Institute, Inc. Trauma Resource Institute, Inc. will train district Clinical School Social Workers (CSSW), certifying CSSW to provide high-quality, standardized mental health interventions that incorporate trauma-informed practices. Implementation of the Trauma Resiliency Model into mental health interventions will reduce trauma-related symptoms that manifest in educational settings and impact student learning, measured by pre and post assessments. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$101,608 are available in the Department of Prevention and Intervention Budget within the American Rescue Plan Grant Funds. Contact person: Carlos Castillo, Ed.D., telephone 457-3957.

A-7, APPROVE Amendment to the Agreement with Cullinan Education Center

Included in the Board Binders is an amendment to the agreement between College and Career Readiness and Cullinan Education Center. The Board approved the original agreement on October 18, 2023. Cullinan Education Center is dedicated to providing science-based interventions in reading, writing, spelling, and math. Their services aim to empower students to reach their full academic potential, foster a love for learning, and equip them with the skills needed for lifelong success. Two additional tutors will provide daily after school literacy tutoring to 73 students at Hidalgo Elementary School. iReady diagnostic assessment results will be used to show progress. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$100,000 are available through the Hidalgo Elementary Literacy Coaches and Reading Specialist Grant Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-8, APPROVE Amendment to the Agreement with J & D Mind Builders

Included in the Board binders is an amendment to the agreement with J & D Mind Builders, DBA Bricks 4 Kidz to cover the additional in-class workshops for first and second-grade classrooms. The amended agreement will ensure J & D Mind Builders DBA Bricks 4 Kidz will continue to service students through June 30, 2024. Bricks 4 Kidz will provide collaborative and interactive workshops using LEGO bricks. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$70,890 are available in the College and Career Readiness Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-9, APPROVE Multiyear Agreement with Strategic Data Project Partnership to Enhance Department's Capacity for Data-Driven Decision-Making

Included in the Board binders is information on the two-year contract with Harvard University's Center for Policy Research Strategic Data Project Partnership to Enhance Department's Capacity for Research. Our Information Technology Department recognizes the vital role of research-focused decision-making in enhancing the efficacy of our IT initiatives. The engagement of the Strategic Data Project fellowship program aims to leverage advanced research methodologies to develop and utilize research methods to gather qualitative input, facilitating a deeper understanding of our educational partners and end-user perspectives and informing the refinement of existing IT initiatives. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$49,500 are available in the Information Technology Budget. Contact person: Tami Lundberg, telephone 457-3560.

A-10, APPROVE Renewal Agreement with Marsh & McLennan Agency

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

A-11, APPROVE Grant Application to the California Department of Food and Agriculture 2023/24 California Farm to School Incubator Grant Program

Included for Board consideration is a request to approve the submission of the grant application to the California Department of Food and Agriculture 2023/24 California Farm to School Incubator Grant Program. The purpose of the California Farm to School Incubator Grant Program is to support programs that cultivate equity, nurture students, build climate resilience, and create scalable and sustainable change. The Superintendent recommends approval. Fiscal impact: The grant will provide up to \$1,000,000 over a two-year period. No district match required. Contact person: Paul Idsvoog, telephone 457-3134.

A-12, APPROVE Property, Liability, and Cyber Insurance for 2024/25

Included in the Board binders is a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2024, through March 31, 2025. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district's Liability Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-13, APPROVE Award of Bid 24-25, Education Center Board Room Remodel

Included in the Board binders is information on Bid 24-25, Education Center Board Room Remodel.

The project includes partial remodeling of the first and second floors. The first-floor expansion will include the addition of office spaces, four conference rooms, a breakroom, a restroom, and security improvements replacing the former post office. There will be new accessible entrances with exterior ramps along Tulare Street. The second-floor partial remodel will consist of the Board Room, and will include replacement of the raised dais, a new audio/visual system, and accommodations for Board Room meeting overflow to provide additional access to the public. Staff recommend award to the lowest responsive, responsible bidder: Swinerton Builders (Fresno, California) \$4,601,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$4,601,000 are available in the General Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Award of Bid 24-43, Education Center Annex Interior Finish Upgrades

Included in the Board binders is information on Bid 24-43, Education Center Annex Interior Finish Upgrades. The project consists of break room remodel, flooring abatement, carpet, ceiling tiles, and window shade replacement on the first and second floors. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) \$659,100. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$659,100 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 24-44, Edison High School South Administration Building Remodel

Included in the Board binders is information on Bid 24-44, Edison High School South Administration Building Remodel. The project consists of creating five permanent office spaces in the South Administration building for staff and student support with new finishes. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) \$280,175. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$280,175 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Request for Proposals 24-29, Waste Management Services

Included in the Board binders is information on Request for Proposals (RFP) 24-29, Waste Management Services for all district schools and central office sites. Solid Waste Disposal is collected Monday through Saturday; Recycling is collected one to five times weekly depending on need; and new Organic Waste Disposal services will be collected twice per week. The addition of Organic Waste services brings the district into compliance with SB1383 and also includes student engagement opportunities and educational material to increase environmental efficacy and responsibility.

The agreement term begins July 01, 2024, through June 30, 2027, with the option of two one-year renewals. Approval of the following vendor is recommended: Republic Services of Fresno (Fresno, CA) for an estimated amount of \$1,843,648. The Superintendent recommends approval. Fiscal impact: Sufficient funds will be available in the Operations and Environmental Services General Fund Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposal 24-53, Cellular Data Services for School Bus Connectivity

Included for Board consideration and approval is information on Request for Proposal (RFP) 24-53, Cellular Data Services for School Bus Connectivity to purchase unlimited cellular data services to provide connectivity of district school buses to the internet. This RFP includes monthly service with an option to cancel at any time and pricing valid for five years. The RFP process allows for multiple factors of consideration in addition to price, to identify the best value vendor for the district. Based on extensive review, staff recommend award to the best value vendor: Kajeet, Inc. \$176,490. The Superintendent recommends approval. Fiscal impact: E-Rate Eligible services is expected to be \$176,490. The district's portion at 10% should be \$17,649 and will be covered through the Information Technology Department E-Rate Fund and \$158,841 should be provided through the Federal E-Rate Program. Contact person: Tami Lundberg, telephone 457-3560.

A-18, APPROVE Vendor Designation Per Request for Qualifications 23-05S, Student Mentoring Services

Included for Board consideration is a request to approve Request for Qualifications (RFQ) 23-05S, Student Mentoring Services for addition of supplemental vendors to the qualified pool. The Board approved the RFQ on February 22, 2023, to provide student mentoring services on an as needed basis starting July 01, 2023. The agreement term will be effective upon Board approval through June 30, 2026, with the option of up to two one-year renewals for a maximum end date of June 30, 2028. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,500,000 (estimated amount) are available through site budgets and Prevention and Intervention. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-19, APPROVE Fiscal Year 2024/25 Transportation Services Plan

Included in the Board binders is information on the Fiscal Year 2024/25 Transportation Services Plan and revenue calculations developed in accordance with Education Code Sections 39800.1 and 41850.1. The Transportation Services Plan is a requirement as a condition of apportionment which is based on reported transportation expenditures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, ~~DENY Claim GL23-0818-10519~~

~~Included in the Board binders is a Claim for Damages by a minor, case GL23-0818-10519. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.~~

ITEM PULLED FROM AGENDA

A-21, DENY Claim GL23-0913-9699

Included in the Board binders is a Claim for Damages by a minor, case GL23-0913-9699. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-22, DENY Claim GL23-1214-10891

Included in the Board binders is a Claim for Damages by a minor, case GL23-1214-10891. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-23, RATIFY Change Orders

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

Bid 23-02, Edison High School Career Technical Education (CTE) Building and Interim Housing

Change Order 2 (CTE Building) presented for ratification: \$31,539

Change Order 4 (Interim Housing) presented for ratification: \$19,293

Bid 23-66 Section C, Scandinavian Middle School Playground Equipment Replacement

Change Order 1 presented for ratification: \$37,845

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$50,832 are available in the Measure M Fund for Bid 23-02 and \$37,845 is available in the Inclusive Early Education Expansion Program Grant for Bid 23-66. Contact person: Paul Idsvoog, telephone 457-3134.

A-24, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for projects completed according to plans and specifications as follows:

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project.

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project.

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

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

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

B-25, PRESENT and DISCUSS Portrait of a Learner and Portrait of a Leader

The Portrait of a Learner and the Portrait of a Leader will serve as collective visions articulating our community's aspirations for all our students and as a guide for our leaders. This session is also designed to provide the Board with information on the purpose, design, and current reality of the Portrait work and to collect feedback. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

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

B-26, PRESENT and DISCUSS the 2024/25 Strategic Budget Development Phase II

On January 25, 2024, at the Board of Education meeting the 2024/25 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On March 20, 2024, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-27, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2023, through January 31, 2024. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2023, through January 31, 2024, in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, APRIL 10, 2024**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-1

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

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: Malati Gopal

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3731

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

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



BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Date: March 20, 2024

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

ELECTIONS

Certificated Personnel

1077644	Galarza	Adrian	Teacher, Lrng Hndcp, Sdc	Tenaya Middle	1/16/2024
1080759	Garcia Enriquez	Clemente	Teacher, Middle School	Ahwahnee Middle School	2/21/2024
1069142	McCoy	Stephanie	Teacher, Lrng Hndcp, Sdc	Fresno High School	2/26/2024
1078756	Melendez	Rebekah	Teacher, Senior High	Roosevelt High	1/31/2024
1085590	Millar	Mia	Teacher, Senior High	Edison High School	2/20/2024
1076730	Moua	Brandon	Teacher, Senior High	Mclane High School	2/1/2024
1080116	Yang	Pakou	Teacher, Elementary	Bakman Elementary	2/7/2024
1051005	Zepeda	Railene	Teacher, Autistic, Sdc	Heaton Elementary	12/1/2023

Classified Personnel

1085599	Acosta	Brooke	Paraprof, Extensive Support Needs	Ericson Elementary	3/5/2024
1083037	Aday	Bridgette	Paraprof, Extensive Support Needs	Gibson Elementary	3/1/2024
1085675	Aguilar	Amanda	Nurse, Vocational License	Health Services	3/18/2024
1076946	Alvarez	Danielle	Paraprof, Early Chldhd Mil/Mod	Hidalgo Elementary	2/26/2024
1070308	Andrade	Sharon	Paraprof, Mild/Moderate	Edison High School	3/1/2024
1085586	Arteaga	Valentina	Paraprof, After Schl/Ext Day	Sequoia Middle School	2/9/2024
1075438	Avila	Teresa	Paraprof, Mild/Moderate	Ericson Elementary	3/5/2024
1084197	Brar	Veerpal	Nutrition Services Assistant	Food Services	10/16/2023
1077518	Chavarria	Sarah	Nutrition Services Assistant	Food Services	1/26/2024
1048131	Clark	Lee	Paraprof, Instructional Asst	Vang Pao Elementary	2/1/2024
1085618	Contreras	Steven	Paraprof, Child Development	Addams Elementary	2/14/2024
1042176	Cuevas	Maria	Nutrition Services Assistant	Nutrition Services	10/16/2023
1081059	Cuevas Mendez	Cindy	Paraprof, Mild/Moderate	Birney Elementary	2/16/2024
1084039	Davey	Allyson	Paraprof, Mild/Moderate	Sequoia Middle School	2/16/2024
1080072	De La Torre	Maria	Assistant, School Office	Birney Elementary	2/22/2024
1085075	Delacruz	Terrie	Assistant, Campus Safety	Edison High	3/6/2024
1085076	Delgado	Esmeralda	Paraprof, Instructional Asst	Yokomi Elementary	3/4/2024
1063577	Diaz	Madison	Assistant, Resrce Cnslg	Malloch Elementary	3/1/2024
1075042	Diaz de Orozco	Claudia	Assistant, Attendance Records	Phoenix Secondary	2/26/2024
1076350	Do	Anais	Operator, Telecommunication I	Telecommunications	3/8/2024
1085435	Duarte	Mariah	Assistant, Resrce Cnslg	Roosevelt High	2/16/2024
1085611	Flores	Jessica	Paraprof, Child Development	Scandinavian Middle School	3/4/2024
1085057	Foster	Kevin	Paraprof, Mild/Moderate	Edison High	2/20/2024
1085597	Garcia	Jaime	Specialist, Technical III	Analysis Measurement & Accoun	2/26/2024
1085626	Garcia	Rianna	Paraprof, Mild/Moderate	Heaton Elementary	2/20/2024
1082749	Garcia	Sarah	Nutrition Services Assistant	Nutrition Services	1/8/2024
1081149	Gladden	Sybil	Paraprof, Instructional Asst	Turner Elementary	1/16/2024
1085696	Gomez	Daniel	Lead, After Schl/Ext Day	Calwa Elementary	3/7/2024
1083966	Haywood	Tyler	Paraprof, Extensive Support Needs	Rata School	3/7/2024
1078427	Hernandez	Rosa	Assistant, Health	Tatarian Elementary	3/1/2024
1085627	Holzschuh	Sara	Paraprof, After Schl/Ext Day	Ayer Elementary	3/1/2024
1081994	Jamison	Troy	Assistant, Resrce Cnslg	Turner Elementary School	3/5/2024

1085022	Medina	Noemi	Assistant, Attendance Records	Fresno High School	3/1/2024
1083468	Melendez	Joseph	Assistant, Campus Safety	Fort Miller Middle School	2/16/2024
1080733	Meraz	Jasmine	Technician, Libr Media-Middle	Cooper Middle	12/11/2023
1085692	Moua	Ka	Nutrition Services Assistant	Nutrition Services	3/4/2024
1063303	Perez	Edgar	Assistant, Campus Safety	Phoenix Acad Elementary-Dclds	3/8/2024
1080592	Perez	Kellie	Lead, After Schl/Ext Day	Lawless Middle School 7-8	3/18/2024
1082811	Perez Chavez	Maria	Nutrition Services Assistant	Food Services	1/8/2024
1085635	Quinn	Amber	Paraprof, After Schl/Ext Day	Turner Elementary	3/5/2024
1084024	Quiroz	Ariel	Paraprof, Mild/Moderate	Burroughs Elementary	3/5/2024
1085657	Renteria	Daniel	Paraprof, Child Development	Turner Elementary School	3/11/2024
1085587	Roman	Mitzy	Paraprof, After Schl/Ext Day	Sunset Elementary	2/23/2024
1081993	Saldivar	Miranda	Paraprof, Child Development	Turner Elementary	3/5/2024
1080516	Spotser	Janice	Paraprof, Extensive Support Needs	Kirk Elementary	2/26/2024
1085600	Thao	A	Paraprof, Instructional Asst	Heaton Elementary	3/1/2024
1085601	Venegas-ildefonso	Marisela	Nurse, Vocational License	Health Services	3/18/2024
1083886	Vidrio	Isabella	Paraprof, Computer Lab Asst II	Fresno High	3/6/2024
1061689	Xayavong	Cali	Paraprof, Child Development	Scandinavian Middle School	2/14/2024
1083308	Xiong	Chong	Assistant, Campus Safety	Tenaya Middle	3/11/2024
1085570	Yanez	Joshua	Paraprof, Mild/Moderate	eLearn Academy	2/13/2024
1085703	Yang	Phong	Paraprof, After Schl/Ext Day	Malloch Elementary	3/18/2024
1085676	Marquez-soto	Anna	Nurse, Vocational License	Health Services	3/11/2024
1085557	Santos-cortes	Catalina	Nurse, Vocational License	Health Services	2/13/2024

Management Classified

1085694	Briones	Brian	Coordinator I, Extended Learning	Balderas Elementary	3/11/2024
1085602	Diaz	Kayla	Behavioral Intervention Specialist	Prevention And Intervention	2/20/2024
1085668	Lopez	Daniel	Coordinator I, Extended Learning	Rowell Elementary	3/4/2024
1085589	Martinez	Jazmine	Behavioral Intervention Specialist	Prevention And Intervention	2/26/2024

Management Certificated

1085603	Castro Esquivel	Kassandra	Clinical School Social Worker	Prevention And Intervention	3/5/2024
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RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

1079218	Amaro De Velez	Abril	Teacher, Bilingual	Sunset K-8	6/6/2024
1067576	Baird	Stefanie	Teacher, Lrng Hndcp, Sdc	Tehipite Middle	6/6/2024
1078502	Binion	Kimberley	Teacher, Middle School	Wawona Middle	6/30/2024
1069394	Brewer	Heaven	Teacher, Elementary	Kratt Elementary	6/7/2024
1038099	Brunzell	Angela	Teacher, Elementary, eLearn Academy	eLearn Academy	6/6/2024
1080073	Burriss	Jacquilla	Teacher, Elementary	Greenberg Elementary	6/28/2024
1063843	Burriss	Justin	Teacher, Autistic, Sdc	Mclane High School	6/6/2024
1079363	Campos	Chloe	Specialist, Resource, Sp Ed	Scandinavian Middle	6/6/2024
1081817	Carrillo Perez	David	Teacher, Elementary	Winchell Elementary	7/7/2024
1026456	Cassinerio	Gerard	Teacher, Elementary	Delmar Elementary	6/30/2024
1075876	Chavira	Ashley	Teacher, Senior High	Hoover High	6/30/2024
1046910	Colindres	Cristina	Teacher, Lrng Hndcp, Sdc	Pyle Elementary	6/12/2024
1012565	Conti	Cindy	Teacher, Elementary	Calwa Elementary	6/7/2024
1072801	Coonce	Jessica	Teacher, Elementary	Yokomi Elementary	6/6/2024
1066537	Craig	Tynisha	Teacher, Senior High	Edison High School	6/6/2024
1077721	Darby	Ashley	Teacher, Autistic, Sdc	Pyle Elementary	6/30/2024
1066953	Davis-Chachere	Mitchell	Teacher, Lrng Hndcp, Sdc	McLane High	6/30/2024
1051166	Deleon	Liliana	Teacher, Bilingual	Wawona Middle School	7/31/2024
1075488	Delgado	Francisco	Teacher, Senior High	Mclane High School	6/6/2024
1049735	Dweck	Shelley	Teacher, Elementary	Mayfair Elementary	6/6/2024
1027673	Emler	Cathleen	Teacher, Elementary	Centennial Elementary	6/30/2024

1010616	Exum	Roy	Teacher, Individual, Small Grp	Special Ed	6/30/2024
1076928	Ferriera	Chasity	Teacher, Elementary	Leavenworth Elementary	6/30/2024
1069595	Flores	Cristin	Teacher, Handicapped, Severely	Edison High	6/6/2024
1006938	Foley	Tori	Teacher, Elementary	Roeding Elementary	6/6/2024
1063695	Fulford	Michael	Teacher, Senior High	Edison High School	6/6/2024
1031758	Gerrits	Patrick	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/6/2024
1081586	Gonzales	Alexis	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	7/31/2024
1075510	Gonzalez	Janeth	Teacher, Elementary	Centennial Elementary	6/6/2024
1074060	Gray	Shariya Lasha	Teacher, Senior High	Edison High School	2/27/2024
1016641	Grier	Tienasha	Teacher, Autistic, Sdc	Kirk Elementary	6/6/2024
1081441	Hernandez Perez	Lizbeth	Teacher, Bilingual	Hidalgo Elementary	6/12/2024
1081718	Hester	Michelle	Teacher, Middle School	Gaston Middle	6/6/2024
1065695	Hobson	Tammie	Teacher, Middle School	Terronez Middle	6/6/2024
1074229	Im	Adina	Teacher, Lrng Hndcp, Sdc	Mclane High School	6/6/2024
1077258	Irizarry	Robyn	Teacher, Elementary	Viking Elementary	7/31/2024
1070957	Jamali	Maryam	Teacher, Middle School	Kings Canyon Middle	6/6/2024
1061161	Judge	Latoya	Teacher, Lrng Hndcp, Sdc	Greenberg Elementary	6/28/2024
1076017	Leal	Michael	Teacher, Middle School	Hamilton K-8	6/30/2024
1045136	Lombardi	Steven	Teacher, Elementary	Vang Pao Elementary	6/14/2024
1042412	Lopez	Jorge	Teacher, Senior High	Sunnyside High	6/30/2024
1079122	Maya	Yesenia	Teacher, Middle School	Wawona Middle School	6/6/2024
1037082	Mcdaniel	William	Teacher, Middle School	Hamilton K-8	6/6/2024
1065557	Mejia Garzon	Arely	Teacher, Middle School	Gaston Middle	6/30/2024
1078542	Mohamed Amin	Adnan	Teacher, Senior High	Sunnyside High School	6/6/2024
1031965	Musso	Elizabeth	Teacher, Je Young Academic	Independent Study	6/6/2024
1074118	On	Juana	Teacher, Elementary	Bullard Talent 7-8	6/30/2024
1081545	Oregon	Jenny	Teacher, Bilingual	Burroughs Elementary	6/12/2024
1071322	Paggett	Erika	Teacher, Elementary	Kirk Elementary	6/6/2024
1071609	Pascual	Jireh	Teacher, Autistic, Sdc	Forkner Elementary	6/30/2024
1071073	Rauch	Kelly	Teacher, Middle School	Terronez Middle School	2/22/2024
1081673	Rubio	Myra	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	6/6/2024
1064487	Salas	Brandie	Teacher, Lrng Hndcp, Sdc	Bullard High	7/15/2024
1077478	Samuelson	Evan	Teacher, Elementary	Eaton Elementary	6/6/2024
1037064	Sargent	Joanne	Therapist, Spch/Lang/Hrng/Dis	Special Ed	6/24/2024
1006317	Serquinia	Marcelina	Teacher, Elementary	Rowell Elementary	6/12/2024
1008109	Silva-Medina	Lillian	Teacher, Elementary	Rowell Elementary	6/12/2024
1079587	Smith	Elijah	Teacher, Elementary	McCardle Elementary	6/30/2024
1076568	Tamber	Harpreet	Teacher, Elementary	Hidalgo Elementary	2/21/2024
1049855	Tennison	Kathy	Teacher, Elementary	Vinland Elementary School	6/30/2024
1066004	Trejo-Raygoza	Ricardo	Teacher, Bilingual	Wawona Middle	6/30/2024
1078381	Turner	Elizabeth	Teacher, Elementary	Aynsworth Elementary	6/6/2024
1042106	Vanfossen	Mercedes	Teacher, Elementary	Heaton Elementary	6/14/2024
1083170	Vang	Edward	Teacher, Senior High	Duncan Polytechnical	6/6/2024
1067714	Vaughn	Devinne	Teacher, Autistic, Sdc	Jefferson Elementary	6/6/2024
1079283	Wagerer	Stephanie	Specialist, Resource, Sp Ed	Mclane High School	6/6/2024
1074862	Williams	Paul	Teacher, Handicapped, Severely	Eaton Elementary	6/30/2024
1048370	Wren	Andrew	Teacher, Handicapped, Severely	Roosevelt High	6/30/2024
1073833	Zarate	Alexis	Teacher, Elementary	Balderas Elementary	6/6/2024

Classified Personnel

1078808	Acevedo	Danielia	Specialist, Tier II Intervention	Prevention And Intervention	3/18/2024
1081155	Ayala Ortiz	Leslie	Assistant, Noontime	Homan Elementary	6/9/2022
1083087	Covarrubias	Jose	Paraprof, Mild/Moderate	Fresno High School	8/31/2023
1084432	Flores Barrios	Maribel	Assistant, Noontime	Addams Elementary	12/15/2023
1049986	Kong	Gua	Paraprof, Child Development	Norseman Elementary	3/22/2024
1026352	Mejia	Denice	Nutrition Serv Sr Assistant	Food Services	3/15/2024

1042970	Olson	Dawn	Nutrition Services Operator	Nutrition Services	6/6/2024
1066517	Pacheco	Veronica	Paraprof, Instructional Asst	Vinland Elementary School	2/29/2024
1034682	Pope	Shirley	Nutrition Services Assistant	Nutrition Services	6/6/2024
1081153	Ramirez	Angelina	Assistant, Noontime	Greenberg Elementary	2/19/2024
1008100	Rodarte	Jaime	Custodian	Delmar Elementary	7/1/2024
1004167	Ruiz	Carlos	Assistant, Campus Safety	Tioga Middle School	6/6/2024
1085388	Ruiz-dasilva	Alejandro	Paraprof, After Schl/Ext Day	Sunset K-8	1/26/2024
1004696	Sommarstrom	Penny	Technician, Student Transfer	Transfers Office	6/28/2024
1075505	Thao	Roocy	Paraprof, Mild/Moderate	Kirk Elementary	6/6/2024
1084389	Tonel	Dave	Paraprof, Mild/Moderate	Duncan Polytechnical	10/17/2023
1030397	Xiong	Chuefieng	Custodian	Williams Elementary	6/30/2024

LEAVE REQUEST

Certificated Personnel

1070660	Elenes Gastelum	Jennifer	Teacher, Elementary	Birney Elementary	3/11/2024
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Classified Personnel

1066201	Martinez	Leslie	Paraprof, Extensive Support Needs	Bullard High School	3/18/2024
1079223	Yang	Christopher	Custodian	Vang Pao Elementary	3/6/2024

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1076427	Bourcier	Helen	Assistant, Noontime	McCardle Elementary	2/13/2024
1043339	Hughes	Mara	Paraprof, Extensive Support Needs	Powers Elementary	3/10/2024
1051358	Martin	Eloise	Assistant, Noontime	Burroughs Elementary	2/5/2024

PROBATIONARY RELEASE

Classified Personnel

1045796	Joyce	Shikelia	Specialist, Hum Res Data II	Human Resources	3/1/2024
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PROMOTIONS

Classified Personnel

1070116	Ables	Joseph	Supervisor, Bus Shop	Maintenance And Operations	3/18/2024
1019197	Arreola	Melisa	Manager, Department Office	Transfers Office	3/8/2024
1084614	Baker	Mara	Paraprof, Extensive Support Needs	Rata	3/1/2024
1070059	Bussard	Kevin	Supervisor, High School Plant	Plant Operations	3/21/2024
1067322	Candler Jr	Raymond	Nutrition Services Manager	Food Services	11/7/2023
1048579	Dhaliwal	Sukhman	Nutrition Services Cook/Baker	Food Services	3/22/2024
1081579	Griffin	Vivi	Nutrition Services Operator	Packaging Center	7/28/2023
1073083	Guerrero	Leovigilda	Nutrition Services Cook/Baker	Nutrition Services	9/11/2023
1083250	Lee	Wan-hsia	Nutrition Services Operator	Packaging Center	2/21/2024
1039669	Lopez-Deceballos	Gloria	Nutrition Services Operator	Nutrition Services	2/1/2024
1067098	Lor	Mai Lia	Nutrition Services Manager	Nutrition Services	8/1/2023
1049101	Lor	Tong	Specialist, Information System	Research Evaluation & Assessmt	2/8/2024
1073207	Mahil	Jatinder	Nutrition Serv Sr Assistant	Nutrition Services	9/11/2023
1069403	Perez	Cecilia	Nutrition Services Operator	Food Services	1/8/2024
1028052	Rodriguez	Joseph	Supervisor, High School Plant	Plant Operations	3/21/2024
1084386	Tarango	Amber	Assistant, Resrce Cnslg	Mccardle Elementary	2/26/2024
1022963	Velasquez	Maria	Supervisor, High School Plant	Plant Operations	3/21/2024
1082210	Ward	Jessica	Nutrition Services Cook/Baker	Food Services	11/30/2023
1083383	Xiong	Jenny	Assistant, Benefits Eligibilit	Benefits & Risk Management	3/25/2024
1078533	Yang	Pheng	Plant Coordinator I	Easterby Elementary	3/8/2024

Management Classified

1074866	Jusaino Gomez	Fernanda	Manager, Project (General)	Prevention And Intervention	2/19/2024
1079065	Strange	Dshara	Manager II, General	Diversity Equity & Inclusion	2/1/2024

1084123	Torres	Esteban	Coordinator I, Extended Learning	Eaton Elementary	3/5/2024
1083691	Vang	Teng	Manager, Business Operations	Fiscal Services	2/21/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-3

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the February 28, 2024, Board of Education Workshop.

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

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.





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

MINUTES – BOARD OF EDUCATION WORKSHOP

Fresno, California

February 28, 2024

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

At a Workshop of the Board of Education of Fresno Unified School District, held on February 28, 2024, there were present Board Members Islas, Levine, Student Members Lua and Pitcher, Board Clerk Davis, and Board President Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Wittrup CONVENED the Board Workshop at **4:35 p.m.**

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Wittrup ADJOURNED the Board Workshop to Closed Session at **4:36 p.m.**

For the record, Board President Wittrup extended Closed Session to **5:15 p.m.**

Board President Wittrup RECONVENED the meeting to Open Session at **5:21 p.m.**

Reporting Out of Closed Session

For the record, there were no items to report out of Closed Session.

PLEDGE OF ALLEGIANCE

Ambra O'Connor led the Flag Salute.

BOARD WORKSHOP AGENDA ITEM

PRESENT and DISCUSS Attendance and Chronic Absenteeism

Staff presented an overview of attendance and chronic absenteeism in the district. The board workshop delved into areas of concern, reviewed key data indicators, and shared and gathered feedback from educational partners. The workshop also provided insights into ongoing actions and future plans developed by the cross-functional team to improve student attendance.

Deputy Superintendent Misty Her thanked everyone for being present and introduced staff. Deputy Superintendent Her provided context for the evening's

presentation as an overview of the cross-departmental attendance team's work pertaining to attendance and chronic absenteeism.

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

Student Member Pitcher commented on the number of likes received and accounts reached when student board members recorded the Friday Message. Added it is ironic they missed class to record a message pertaining to why attendance is important. Suggested staff look into how student board members can be used to connect with students.

Student Member Lua commented that students are getting smarter at an earlier age and learning how to work the system. Commented on the importance of teacher engagement.

OPPORTUNITY for Public Comment on Agenda Item

For the record, the Board received a request to address the Board on this item. The individual's name with a summary of topic are as follows:

1. Kay Bertken shared she was engaged with the district more than 15 years ago on the Attendance Task Force. Commented on being part of a group under the Department of Prevention and Intervention that developed a program for newly arrived kindergarten parents that underscored the importance of school attendance.

Member Levine asked if staff would look into the program Kay Bertken addressed. Requested clarity on information presented on slide no. 6 and asked what the percentage is in reference too. Asked if there is initial data available pertaining to the five community schools. Commented on being interested to see how the community schools compare with other schools. Requested clarity on information presented on slide no. 27 and asked what number of students are homeless. Requested staff to look into partnerships with the Fresno Housing Authority to find housing for students. National issue, early years becoming optional, asked if there is data that shows declining enrollment specifically in the early years such as kindergarten and first grade.

Clerk Davis thanked the staff for the presentation. Asked staff to confirm if birth rates in Fresno County are in decline. Requested clarity as to what is the breakdown for Average Daily Attendance (ADA). Commented on being proud of the investments Fresno Unified has made for students. Requested clarity on Saturday School. Commented if the district makes a concerted effort and families see the numbers it will help people understand the importance of education.

Member Islas complimented everyone involved in presenting the data. Member Isla commented she would like the district to find ways to help families problem-

solve, families that may not easily see a solution, likes the idea of engaging in discussions around problem solving with families. Member Islas commented that penalizing students for not coming to school does not work and often it is the most vulnerable students missing school.

Member Islas requested a board communication regarding which positions within the district are responsible for tracking attendance; and which positions are responsible for follow-up on chronic absenteeism. Would like to be sure the district has enough staff and support in place to support the work.

Member Islas would like to see dedicated efforts honing-in on what the data shows, as there are clear areas the district is not thinking about. When challenges are identified and recommended actions are communicated, it is clear there are areas the district can improve.

Member Islas commented there may not be a lot that can be done to control the weather but as an institute we can think about areas to mitigate environmental impact such as green buses.

Member Islas provided ideas on affordable housing and transportation and encouraged the district to consider new ways to advocate for students.

Member Islas commented on morning school hours and would like to see if the time change helped the district. Member Islas commented challenges are being identified and she would like to see district actions that relate to the challenges, dedicated actions that are thoughtful and strategic.

Member Islas suggested it would be good to showcase students that have overcome obstacles to get to school. A communication plan should include key messages such as, let us help, clear message about sick days, a plan using messages that are culturally competent when talking to African American families and foster youth.

Member Islas closing comment regarded the importance of childcare to students that are also parents.

President Wittrup expressed appreciation for Trustee Islas' comments. Commented on how attendance, missing school, and tardies affect academic performance and every minute a student misses' school they miss being engaged in class. Commented Saturday School will help with ADA but not academics.

President Wittrup shared a personal anecdote pertaining to a student's attendance as an example of the importance of teacher-student engagement. Commented that as a small or large school community there are so many cost-free ways staff can connect with students that could help improve attendance immediately.

President Wittrup commented that mentoring is an important piece as well. Commented that as she reviewed the spread sheet provided in the presentation it was not hard to see the more days of missed school and then other contributing factors, lead to the deterioration of academics and behavior. Getting students to school is one of the things the district can do to raise test scores as well.

President Wittrup requested to know which schools in the district do teacher-student engagement well and would like to visit the schools as well. President Wittrup commented she could not stress enough how much the relationship is key to this work and impacts the dynamics.

Student Member Lua commented on the importance of school attendance and shared from personal experience the difficulties faced from missing school and it was because of relationships built with teachers and staff that Student Member Lua is here today.

Student Member Lua thanked staff for the work done to encourage student attendance.

Superintendent Nelson, Deputy Superintendent Her, Rita Baharian and Patrick Jensen were available to provide clarity.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

D. ADJOURNMENT

Board President Wittrup ADJOURNED the workshop at 6:54 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Adopt Resolution 24-45, In Support of Science of Reading Instruction in Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders is Resolution 24-45, affirming support for reading instruction aligned to the science of reading in Fresno Unified schools. A strong body of research demonstrates that oral language development, in combination with evidence-based literacy instruction grounded in the elements of the science of reading which is explicit and systematic instruction in phonological and phonemic awareness, phonics, vocabulary, fluency, comprehension, and writing has proven benefits for students. The district has previously affirmed its support for increasing student literacy by declaring that every student will read by the end of first grade. Regional literacy plans have been developed and funds have been allocated to provide staff with professional learning and instructional materials.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Curriculum and Instructional
PHONE NUMBER: (559) 457-3731

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

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





BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

In the Matter of Supporting The Science of Reading in Fresno Unified Classrooms

Resolution 24-45

WHEREAS, ensuring access to high-quality literacy and reading instruction is a fundamental civil right and a moral imperative; and

WHEREAS, literacy is essential for academic and personal success, and active participation in our society; and

WHEREAS, approximately one-third of Fresno Unified students in grades three through eight and eleven met or exceeded grade level standards in English Language Arts in 2024; and

WHEREAS, Fresno Unified School District has declared that all students will be able to read by the end of their first-grade year and developed and implemented regional literacy plans; and

WHEREAS, students develop literacy skills through oral development and evidence-based instruction grounded in the elements of the science of reading-explicit and systematic instruction in phonological and phonemic awareness, phonics, vocabulary, fluency, comprehension, and writing; and

WHEREAS, instruction grounded in the science of reading must also address the social, linguistic, and cultural factors and specific language learning needs of all students (including students receiving special education services, English learners, and students enrolled in dual language immersion programs); and

WHEREAS, professional learning, instructional materials, progress monitoring tools, and systematic intervention must align with the elements of the science of reading.

NOW, THEREFORE BE IT RESOLVED, the Fresno Unified School District Board of Education affirms its full support of high-quality instruction aligned to the science of reading.

ADOPTED, March 20, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Susan Wittrup, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning

ITEM DESCRIPTION: Included in the Board binders is an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning. The agreement term is from March 21 2024, through June 30, 2024.

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter will become the foundation for the development of decision-making framework that is aligned with the Fresno Unified School District mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matter includes RSSC partnering with the Board, Parent University, and the district to better understand local context and culture. RSSC will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

The purpose of this agreement is to meet the Board's request and is a continuation of the Fresno Unified School District Board commitment to support Equity Based Facilities Planning.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$80,000 are available in the ~~Measure M~~ **Special Reserve** Fund and \$20,000 are available in the Diversity, Equity and Inclusion General Fund.

PREPARED BY: Alex Belanger

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 Contract Routing Form

Completed independent contract agreement must be attached

31965

Vendor Number

RSS Consulting, LLC

Vendor Name

650-922-3762

Phone Number

From: 03/21/2024

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Name

545 Kenmore Ave, Oakland, CA 94610

Address

Dr. Regina Stanback Stroud

Vendor Contact

Through: 06/30/2024

Facilities Mgmt & Planning/DEI 559-457-6126

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 400-0915-1905-SR26-8100-5899

Annual Cost 100000

(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 scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Special Reserve Fund, \$80K: 400-0915-1905-SR26-8100-5899


Diversity, Equity and Inclusion Fund, \$20k: 030-0679-0852-0000-7200-5899

Please indicate where the work will be performed:

Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 03/20/2024 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:**


Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Signed

Date

Reviewed & approved by **Cabinet Level Officer**


Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Signed

Date

Reviewed & approved by **Risk Management**


Signed

Mar 13, 2024

Date

Please return signed agreement back to (name/email): Tina Sanchez, tina.sanchez@fresnounified.org 559-457-6126




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 400-0915-1905-SR26-8100-5899

District Contact Person: Alex Belanger

Budget Manager Approval: 
Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Contractor's Vendor Name: RSS Consulting, LLC

Contractor's Contact Person: Dr. Regina Stanback Stroud

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 650-922-3762

Contractor's E-mail: rstroud@rssconsulting.org

Contractor's Address: 545 Kenmore Ave, Oakland, CA 94610

This Independent Contractor Services Agreement is made and entered into effective 03/21/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and RSS Consulting, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter will become the foundation for the development of decision-making framework that is aligned with FUSD's mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure that capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matters includes RSSC partnering with the Board, Parent University, and the district to better understand local context and culture. RSSC will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

Metrics to assist in the progress and effectiveness of the proposed project include:

* Community Engagement- Community engagement is central to the project's success as it aims to empower communities and incorporate their priorities into decision-making. The level of community participation, diversity representation, and satisfaction with the engagement process can indicate the effectiveness of outreach efforts and the degree to which the community feels heard and valued.

* Equity Engagement- Developing an equity index aligned with the district's mission and values is critical for ensuring that facilities planning prioritizes equity and addresses historical disparities. These metrics assess the timeliness, alignment, and stakeholder satisfaction with the equity index, reflecting the project's success in creating a framework for equitable decision-making.

* Decision-Making Framework- The decision-making framework guides how capital funding priorities are determined, impacting resource allocation across the district. These metrics evaluate the efficiency of finalizing the framework, the comprehensiveness of criteria integration, and the transparency of the process, ensuring that decisions align with equity goals and are well-understood by stakeholders.

Additional information pertaining to each part in the scope of work is attached to this contract as proposal dated 03/11/2024.

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

3. Term. This Agreement shall begin on 03/21/2024 , and shall terminate on 06/30/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed 100000 . Checks will be made payable to RSS Consulting, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): 100000
- 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 ESS 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 ESS 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:

Name:

Address:

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

RSS Consulting, LLC



Name: Dr. Regina Stanbac, ***Title:*** Chief Executive Officer

March 12, 2024

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Mar 13, 2024

Date



Proposal for Fresno Unified School District Equity-Based
Facilities Planning and Community Engagement

March 11, 2024

Mr. Alex Belanger
Chief Executive, Facilities Management & Planning, Maintenance & Operations

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: Scope of Services for Capital Planning Stakeholder Engagement

Mr. Belanger,

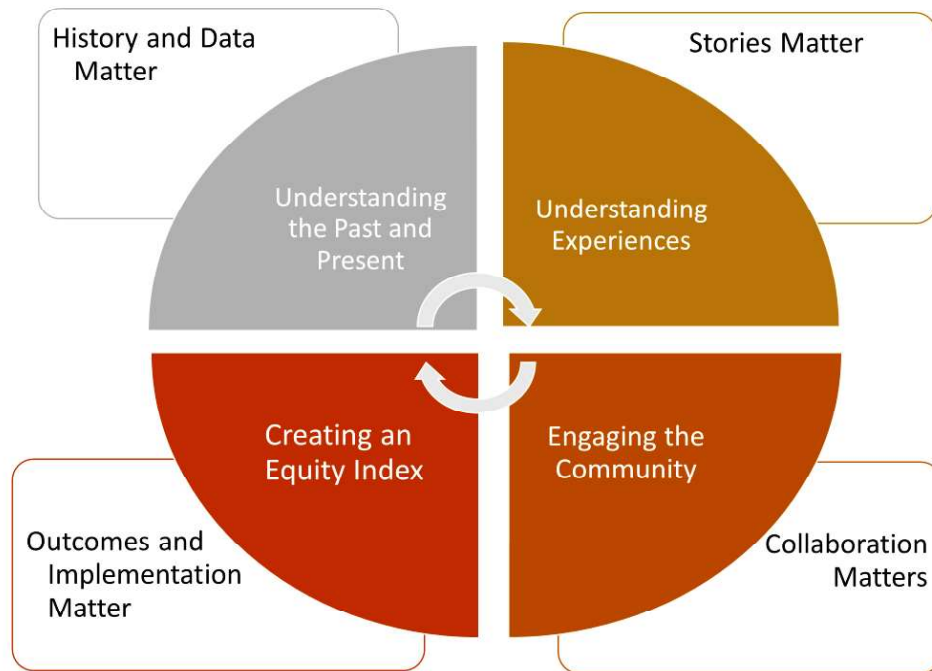
Following the presentation to the Board of Education on Wednesday, October 4, 2023, RSSC was asked by Fresno Unified School District (FUSD) to submit a proposal for facilities planning and community engagement services. It is a continuation of the Fresno City Unified School District Board of Trustees initial work with RSSC to support the development of the Board's racial and equity literacy toward Equity Based Facilities Planning. RSSC submitted a proposal on December 4, 2023. Subsequently, on March 7, 2024, RSSC received a request for a revised proposal. The work proposed here will build upon the foundation the Board has built with RSSC and ultimately result in an equity-based facilities plan and prioritization methodology for the district's general obligation bond measure.

1.0. PROJECT UNDERSTANDING

FUSD demonstrates a consciousness of the fact that traditional facilities planning and project prioritization has resulted in inequitable allocation of resources, disinvestment in communities of color, strained credibility with those communities, and shaken confidence that the resources will be allocated in ways that are not predictable by race and class. RSSC understands the district is addressing this challenge by seeking an equity index developed out of analyzing historical bond data, demographic data and trends, and data related to historic neighborhood investment and divestment.

This project will analyze the FTA poll, FM3 survey, and use Trustee and community insights to uncover historical experiences, highlight community needs and aspirations, and to empower the community through incorporating their priorities in the decision-making process. RSSC has developed a proprietary and unique framework for approaching these issues. This is described in the diagram below.

RSSC Community Engagement Framework



2.0. SCOPE OF SERVICES:

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization. Each part informs the other, building upon each other as more information is gathered. All three parts are required to produce a relevant and meaningful framework. The framework includes equity design standards, an “equity index,” and a collection of tools that are developed for decision making. The three parts of the iterative process are described below.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter

RSSC believes that a focused inquiry and analysis of the historical context and current conditions of FUSD’s communities, families, and students, are critical in understanding how previous inequitable policies may have resulted in funding disparities across the district’s schools. The recognition and appreciation of these environmental factors and

the underlying quantitative data will provide a basis for deeper understanding of the issues.

By analyzing the existing historical record, including historical artifacts that might indicate that “redlining” occurred in Fresno and how it may have impacted communities over time, and by reviewing staff and consultant reports, meeting minutes, and other artifacts related to the distribution of resources, we hope to better understand how events, decisions, and interactions (or lack thereof) with community organizations, have shaped the lived experiences and facilities assets of FUSD families and communities. This information will lead to a robust framework for decision making, with the goal of disrupting inequities in the distribution of capital improvement resources, should they exist.

The activities in Part 1 will become the foundation for the development of decision-making framework that is aligned with FUSD’s mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure that capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps. Specific tasks include:

- Conduct a thorough analysis of the past and current educational facilities landscape in FUSD from a racial and demographic perspective;
- Review FUSD’s LCAP, Facilities Condition Index (FCI), and records of previous community engagement practices;
- Identify high need and low resourced students and neighborhoods, practical and safety-based concerns identified in the FCI and other data points that may lead to liability issues for the district;
- Identify schools that serve a high proportion of students prioritized in the LCAP as needing additional scaffolding, supporting low resource neighborhoods, or that are in poor condition;
- Identifying prioritization data to understand how capital funds were allocated in the past;
- Compare existing indices and selecting an optimal neighborhood indicator to frame Fresno’s neighborhoods in the context of need (examples include the CDC Social Vulnerability Index, Berkeley Opportunity Index, and Harvard Opportunity Atlas, amongst others);
- Examine the LCAP to understand persistent opportunity and outcome gap indicators;
- Aggregate and clarify student data by campus and analyze enrollment data to identify which schools serve higher proportions of student priority groups;

- Present data and insights on disparities, if any, in areas such as student achievement, access to resources, opportunities among different racial and demographic groups, and allocation of resources; and
- Highlight any existing inequities in educational outcomes.

Deliverable for Part I

- These findings will be presented in a written narrative that highlights the historical patterns that may have led to the intentional or unintentional prioritization of certain neighborhoods over others, and the impact that those decisions may have had on impacted communities.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter

We have learned that communities are not all represented equally, and the voices of some neighborhoods have a higher level of influence than others due to past practices, inequitable historical structures, or other factors unique to each school district.

This qualitative process is designed to ensure that the input of all neighborhood groups is considered, by analyzing data from the FTA poll, FM3 survey, and engaging with Trustees to understand perspectives about how resources were distributed, and whether the process was equitable. Part 2 includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past by:

- Understanding the historical context of educational disparities and inequities in the district;
- Using qualitative research methods, including staff and board member interviews, listening sessions, and “root cause convening,” to gather insights into the historical factors that have contributed to existing disparities; and
- Discussing strategies for repairing and rebuilding relationships with historically marginalized communities.

Deliverables for Part 2 include:

- An outline of FUSD facility and resource prioritization practices, including an analysis of whether those practices contributed to structural disinvestment and biased outcomes;
- A summary of the analyzed data points and how they were applied, merged, or otherwise influence the development of a preliminary “equity index” for the prioritization of resources across the district; and

- Creating an interactive web tool or storyboard which will be hosted by FUSD, summarizing the findings. This will include a map of Fresno neighborhoods highlighting those identified as having High Segregation and Poverty, and/or Low Resources. The goal is to demonstrate how city and district policy led to patterns of inequitable distribution of facilities resources. A similar tool has been tested and created for other clients, including SCUSD and Austin ISD, if a reference is required.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matters

RSSC will partner with the Board and the district to better understand local context and culture. We will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

The goal of this iterative process is to create an equity-based prioritization rubric of tools. These tools will represent the needs and desires of the community, will be based on both quantitative and qualitative data from FUSD and the neighborhoods served, and are created through a process that is collaborative and transparent. The process will be documented clearly and shared with FUSD facilities leadership.

Finally, RSSC will create an equity index as part of the equity rubric aligning with the FUSD mission, vision, values, goals, guardrails, and equity-based guiding principles for implementation. The index will explicitly ensure that capital project funding priorities can be directed toward addressing the most significant equity and opportunity gaps by:

- Synthesizing quantitative and qualitative information garnered to establish key principles for future capital project prioritization allocations, which address the needs of under-resourced, historically marginalized neighborhoods and the student populations identified in the LCAP's goals;
- Draft guiding principles and equity-based criteria for decisions regarding facility investments and long-term planning, which provide a point of return for FUSD and stakeholders throughout the process to ensure that decisions support intended outcomes.
- Create criteria to guide decisions about facility investments and long-term planning and develop a definitive version of the equity index and project prioritization methodology, considering final input from stakeholders and district staff and leadership



Proposal for Fresno Unified School District Equity-Based Facilities Planning and Community Engagement

Deliverables for Part 3 include:

- “What We Heard” report of FTA poll, FM3 survey, and Trustee interviews;
- Final equity index; and
- Equity index application to FUSD capital project portfolio.

3.0 PROPOSED FEE

RSSC shall provide the above scope of services for the professional services fee of One hundred and fifteen thousand, two hundred and fifty dollars (\$115,250 plus reimbursable expenses as outlined in Exhibit A.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matters

Select an optimal neighborhood indicator to frame Fresno's place-based needs
Identify schools supporting low resourced neighborhoods
Review facilities condition assessment to understand practical and safety-based concerns
Use student and neighborhood data to evaluate past allocation of capital funds
Use student and neighborhood data to evaluate current facility conditions
Provide insights on facility needs across student groups and neighborhoods
Provide insights on disparities, if any, across student groups and neighborhoods
Provide insights on disparities, if any, in allocation of resources
Provide insights on disparities, if any, in access to well-maintained schools
Document and present findings

Total for Part 1: \$27,500

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter

Develop planning priorities from FTA Polls, FM3 Survey, and Trustees
Develop a preliminary Equity Index
Provide Parent University with protocols/tools to engage community in verifying planning priorities
Develop a pilot project prioritization methodology based on planning priorities and Equity Index
Hold in-person Board Workshop to establish key principles and criteria using the pilot project prioritization methodology
Refine insights and analysis on Parent University engagement

Total for Part 2: \$40,000

Part 3. Gather Input and Feedback and Provide Preliminary Analysis: Collaboration and Outcomes Matter

Establish key principles for future capital project prioritization
Develop criteria to guide decisions about facility investments and long-term planning
Develop scenarios to refine application of the criteria for the capital project portfolio
Hold virtual Board Workshop to ensure criteria reflects priorities
Provide a definitive version of the Equity Index and project prioritization methodology
Apply Equity Index and prioritization methodology to FUSD's capital project portfolio

Total for Part 1: \$32,500

Total Project \$100,000

Work outside the scope of services defined above will be charged as additional services based on the most current RSSC Hourly Rates included in Exhibit B.

4.0 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for our professional services and include project-related expenses incurred by us and any of our consultants, if applicable. Expenses will be billed at cost plus an administrative markup of 10%. Refer to Exhibit A – Prevailing Reimbursable Expenses.

5.0 ASSUMPTIONS

All fees related to the development of the deliverables assume the client will furnish all necessary data and documents in a timely manner.

Data deliverables will be provided in commonly available software, such as Microsoft Suite, Adobe PDF, and other similar products. Proprietary and/or District software may be subject to additional charges on a case-by-case basis.

6.0 OTHER TERMS

If the data provided by FUSD is incomplete or requires significant transformation to support the team's analysis, then an additional fee of Eight Thousand Dollars (\$8,000.00) will be required for data auditing, cleanup, and processing. This will be approved by district staff before proceeding and considered an extra service.

7.0 PROPOSED SCHEDULE

The schedule will be developed with District staff and may be modified throughout the process. See Exhibit C for estimated start and end dates.

Part 1. Understanding the Past and Present: History and Data Matters – 45 days

Part 2. Qualitative Component to Understand Historical Context: Understand Collaboration Matter – 45 days (about 6 weeks)

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matter – 45 days (about 6 weeks)

We look forward to working with you on this extremely exciting project. If you have any questions, please feel free to call me.

Sincerely,



Dr. Regina Stanback Stroud

Chief Executive Officer
RSSC
rstroud@rssconsulting.org
(650) 922-376

Exhibit A
Prevailing Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by RSSC and its consultants in the interest of the Project. By signing this Proposal/Agreement, Client agrees to pay all costs, expenses and disbursements incurred by us with respect to the Project.

Reimbursable expenses include ground and air transportation, project specific living expenses including hotel fees and a per diem at \$60 per day (over 4 hours); electronic and hard copy reproduction costs, including large format scanning; mailing and shipping; electronic data fees; and additional consultant fees not included in the Basic Service Fees.

For any Reimbursable Expense, a multiple of one-hundred and ten (1.10) times the amount expended by RSSC and its consultants shall apply. Reimbursable expenses generated by additional services will be billed separately.

Exhibit B

RSSC Standard Hourly Billing Rate Table

Project Principal	\$250
Lead Consultant	\$250
Senior Professional	\$205
Professional	\$175
Professional Support	\$125
Clerical	\$70

Rates will be reviewed and adjusted annually based on the CPI-L index for that geographic region.

Exhibit C
Estimated Start and End Dates

Contract approval: January 2024 Approximate completion dates:

- Part 1: March 1, 2024
- Part 2: April 30, 2024
- Part 3: June 14, 2024

Final presentation of material to staff and/or Board of Education: November 2024.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement between RSS Consulting, LLC and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning

ITEM DESCRIPTION: Included in the Board binders is an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning. The agreement term is from March 21 2024, through June 30, 2024.

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter will become the foundation for the development of decision-making framework that is aligned with the Fresno Unified School District mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matter includes RSSC partnering with the Board, Parent University, and the district to better understand local context and culture. RSSC will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

The purpose of this agreement is to meet the Board's request and is a continuation of the Fresno Unified School District Board commitment to support Equity Based Facilities Planning.

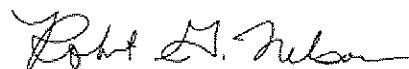
FINANCIAL SUMMARY: Sufficient funds in the amount of \$80,000 are available in the Measure M Fund and \$20,000 are available in the Diversity, Equity and Inclusion General Fund.

PREPARED BY: Alex Belanger

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 Contract Routing Form

Completed independent contract agreement must be attached

31965

Vendor Number

RSS Consulting, LLC

Vendor Name

650-922-3762

Phone Number

From: 03/21/2024

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Name

545 Kenmore Ave, Oakland, CA 94610

Address

Dr. Regina Stanback Stroud

Vendor Contact

Through: 06/30/2024

Facilities Mgmt & Planning/DEI 559-457-6126

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 400-0915-1905-SR26-8100-5899

Annual Cost 100000

(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 scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Special Reserve Fund, \$80K: 400-0915-1905-SR26-8100-5899

Diversity, Equity and Inclusion Fund, \$20k: 030-0679-0852-0000-7200-5899

Please indicate where the work will be performed:


Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 03/20/2024

(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**


Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Signed

Date

Reviewed & approved by **Cabinet Level Officer**


Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Signed

Date

Reviewed & approved by **Risk Management**


Signed

Mar 13, 2024

Date

Please return signed agreement back to (name/email): Tina Sanchez, tina.sanchez@fresnounified.org 559-457-6126




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 400-0915-1905-SR26-8100-5899

District Contact Person: Alex Belanger

Budget Manager Approval: 
Paul Idsvoog (Mar 12, 2024 17:13 PDT)

Contractor's Vendor Name: RSS Consulting, LLC

Contractor's Contact Person: Dr. Regina Stanback Stroud

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 650-922-3762

Contractor's E-mail: rstroud@rssconsulting.org

Contractor's Address: 545 Kenmore Ave, Oakland, CA 94610

This Independent Contractor Services Agreement is made and entered into effective 03/21/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and RSS Consulting, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter will become the foundation for the development of decision-making framework that is aligned with FUSD's mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure that capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matters includes RSSC partnering with the Board, Parent University, and the district to better understand local context and culture. RSSC will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

Metrics to assist in the progress and effectiveness of the proposed project include:

* Community Engagement- Community engagement is central to the project's success as it aims to empower communities and incorporate their priorities into decision-making. The level of community participation, diversity representation, and satisfaction with the engagement process can indicate the effectiveness of outreach efforts and the degree to which the community feels heard and valued.

* Equity Engagement- Developing an equity index aligned with the district's mission and values is critical for ensuring that facilities planning prioritizes equity and addresses historical disparities. These metrics assess the timeliness, alignment, and stakeholder satisfaction with the equity index, reflecting the project's success in creating a framework for equitable decision-making.

* Decision-Making Framework- The decision-making framework guides how capital funding priorities are determined, impacting resource allocation across the district. These metrics evaluate the efficiency of finalizing the framework, the comprehensiveness of criteria integration, and the transparency of the process, ensuring that decisions align with equity goals and are well-understood by stakeholders.

Additional information pertaining to each part in the scope of work is attached to this contract as proposal dated 03/11/2024.

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

3. Term. This Agreement shall begin on 03/21/2024 , and shall terminate on 06/30/2024 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed 100000 . Checks will be made payable to RSS Consulting, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): 100000
- 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 ESS 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 ESS 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:

Name:

Address:

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

RSS Consulting, LLC



Name: Dr. Regina Stanbac, ***Title:*** Chief Executive Officer

March 12, 2024

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Mar 13, 2024

Date



Proposal for Fresno Unified School District Equity-Based
Facilities Planning and Community Engagement

March 11, 2024

Mr. Alex Belanger
Chief Executive, Facilities Management & Planning, Maintenance & Operations

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: Scope of Services for Capital Planning Stakeholder Engagement

Mr. Belanger,

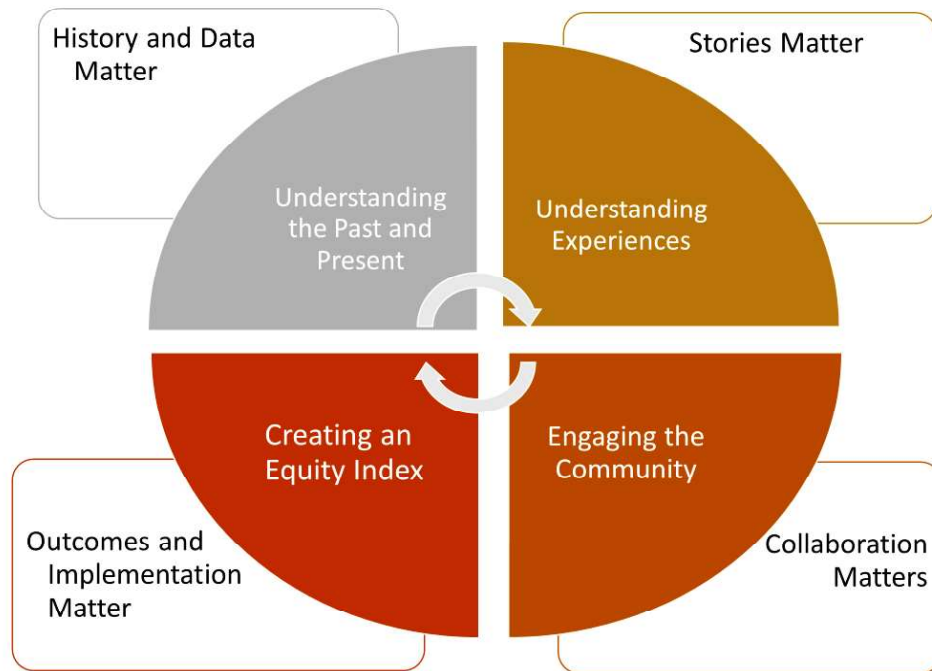
Following the presentation to the Board of Education on Wednesday, October 4, 2023, RSSC was asked by Fresno Unified School District (FUSD) to submit a proposal for facilities planning and community engagement services. It is a continuation of the Fresno City Unified School District Board of Trustees initial work with RSSC to support the development of the Board's racial and equity literacy toward Equity Based Facilities Planning. RSSC submitted a proposal on December 4, 2023. Subsequently, on March 7, 2024, RSSC received a request for a revised proposal. The work proposed here will build upon the foundation the Board has built with RSSC and ultimately result in an equity-based facilities plan and prioritization methodology for the district's general obligation bond measure.

1.0. PROJECT UNDERSTANDING

FUSD demonstrates a consciousness of the fact that traditional facilities planning and project prioritization has resulted in inequitable allocation of resources, disinvestment in communities of color, strained credibility with those communities, and shaken confidence that the resources will be allocated in ways that are not predictable by race and class. RSSC understands the district is addressing this challenge by seeking an equity index developed out of analyzing historical bond data, demographic data and trends, and data related to historic neighborhood investment and divestment.

This project will analyze the FTA poll, FM3 survey, and use Trustee and community insights to uncover historical experiences, highlight community needs and aspirations, and to empower the community through incorporating their priorities in the decision-making process. RSSC has developed a proprietary and unique framework for approaching these issues. This is described in the diagram below.

RSSC Community Engagement Framework



2.0. SCOPE OF SERVICES:

The scope of work is organized into three (3) parts, all of which inform the others. The tasks for each part of the project are iterative and lead to a decision-making framework that will guide district staff in making decisions about facilities project prioritization. Each part informs the other, building upon each other as more information is gathered. All three parts are required to produce a relevant and meaningful framework. The framework includes equity design standards, an “equity index,” and a collection of tools that are developed for decision making. The three parts of the iterative process are described below.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matter

RSSC believes that a focused inquiry and analysis of the historical context and current conditions of FUSD’s communities, families, and students, are critical in understanding how previous inequitable policies may have resulted in funding disparities across the district’s schools. The recognition and appreciation of these environmental factors and

the underlying quantitative data will provide a basis for deeper understanding of the issues.

By analyzing the existing historical record, including historical artifacts that might indicate that “redlining” occurred in Fresno and how it may have impacted communities over time, and by reviewing staff and consultant reports, meeting minutes, and other artifacts related to the distribution of resources, we hope to better understand how events, decisions, and interactions (or lack thereof) with community organizations, have shaped the lived experiences and facilities assets of FUSD families and communities. This information will lead to a robust framework for decision making, with the goal of disrupting inequities in the distribution of capital improvement resources, should they exist.

The activities in Part 1 will become the foundation for the development of decision-making framework that is aligned with FUSD’s mission, vision, values, goals, guardrails, and equity-based guiding principles. This should ensure that capital project funding priorities are directed toward addressing the most significant equity and opportunity gaps. Specific tasks include:

- Conduct a thorough analysis of the past and current educational facilities landscape in FUSD from a racial and demographic perspective;
- Review FUSD’s LCAP, Facilities Condition Index (FCI), and records of previous community engagement practices;
- Identify high need and low resourced students and neighborhoods, practical and safety-based concerns identified in the FCI and other data points that may lead to liability issues for the district;
- Identify schools that serve a high proportion of students prioritized in the LCAP as needing additional scaffolding, supporting low resource neighborhoods, or that are in poor condition;
- Identifying prioritization data to understand how capital funds were allocated in the past;
- Compare existing indices and selecting an optimal neighborhood indicator to frame Fresno’s neighborhoods in the context of need (examples include the CDC Social Vulnerability Index, Berkeley Opportunity Index, and Harvard Opportunity Atlas, amongst others);
- Examine the LCAP to understand persistent opportunity and outcome gap indicators;
- Aggregate and clarify student data by campus and analyze enrollment data to identify which schools serve higher proportions of student priority groups;

- Present data and insights on disparities, if any, in areas such as student achievement, access to resources, opportunities among different racial and demographic groups, and allocation of resources; and
- Highlight any existing inequities in educational outcomes.

Deliverable for Part I

- These findings will be presented in a written narrative that highlights the historical patterns that may have led to the intentional or unintentional prioritization of certain neighborhoods over others, and the impact that those decisions may have had on impacted communities.

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter

We have learned that communities are not all represented equally, and the voices of some neighborhoods have a higher level of influence than others due to past practices, inequitable historical structures, or other factors unique to each school district.

This qualitative process is designed to ensure that the input of all neighborhood groups is considered, by analyzing data from the FTA poll, FM3 survey, and engaging with Trustees to understand perspectives about how resources were distributed, and whether the process was equitable. Part 2 includes the identification of historic and current practices and institutional structures that may have contributed to patterns of sustained disinvestment and inequality in the past by:

- Understanding the historical context of educational disparities and inequities in the district;
- Using qualitative research methods, including staff and board member interviews, listening sessions, and “root cause convening,” to gather insights into the historical factors that have contributed to existing disparities; and
- Discussing strategies for repairing and rebuilding relationships with historically marginalized communities.

Deliverables for Part 2 include:

- An outline of FUSD facility and resource prioritization practices, including an analysis of whether those practices contributed to structural disinvestment and biased outcomes;
- A summary of the analyzed data points and how they were applied, merged, or otherwise influence the development of a preliminary “equity index” for the prioritization of resources across the district; and

- Creating an interactive web tool or storyboard which will be hosted by FUSD, summarizing the findings. This will include a map of Fresno neighborhoods highlighting those identified as having High Segregation and Poverty, and/or Low Resources. The goal is to demonstrate how city and district policy led to patterns of inequitable distribution of facilities resources. A similar tool has been tested and created for other clients, including SCUSD and Austin ISD, if a reference is required.

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matters

RSSC will partner with the Board and the district to better understand local context and culture. We will incorporate community needs, priorities, concerns, and aspirations in the decision-making process for the prioritization of capital funding. Tools and artifacts that document the engagement process will continue to leverage and empower the community voice.

The goal of this iterative process is to create an equity-based prioritization rubric of tools. These tools will represent the needs and desires of the community, will be based on both quantitative and qualitative data from FUSD and the neighborhoods served, and are created through a process that is collaborative and transparent. The process will be documented clearly and shared with FUSD facilities leadership.

Finally, RSSC will create an equity index as part of the equity rubric aligning with the FUSD mission, vision, values, goals, guardrails, and equity-based guiding principles for implementation. The index will explicitly ensure that capital project funding priorities can be directed toward addressing the most significant equity and opportunity gaps by:

- Synthesizing quantitative and qualitative information garnered to establish key principles for future capital project prioritization allocations, which address the needs of under-resourced, historically marginalized neighborhoods and the student populations identified in the LCAP's goals;
- Draft guiding principles and equity-based criteria for decisions regarding facility investments and long-term planning, which provide a point of return for FUSD and stakeholders throughout the process to ensure that decisions support intended outcomes.
- Create criteria to guide decisions about facility investments and long-term planning and develop a definitive version of the equity index and project prioritization methodology, considering final input from stakeholders and district staff and leadership



Proposal for Fresno Unified School District Equity-Based Facilities Planning and Community Engagement

Deliverables for Part 3 include:

- “What We Heard” report of FTA poll, FM3 survey, and Trustee interviews;
- Final equity index; and
- Equity index application to FUSD capital project portfolio.

3.0 PROPOSED FEE

RSSC shall provide the above scope of services for the professional services fee of One hundred and fifteen thousand, two hundred and fifty dollars (\$115,250 plus reimbursable expenses as outlined in Exhibit A.

Part 1. Analyzing Current and Past Conditions from a Racial and Demographic Perspective by Reviewing Existing Quantitative Data: History and Data Matters

Select an optimal neighborhood indicator to frame Fresno's place-based needs
Identify schools supporting low resourced neighborhoods
Review facilities condition assessment to understand practical and safety-based concerns
Use student and neighborhood data to evaluate past allocation of capital funds
Use student and neighborhood data to evaluate current facility conditions
Provide insights on facility needs across student groups and neighborhoods
Provide insights on disparities, if any, across student groups and neighborhoods
Provide insights on disparities, if any, in allocation of resources
Provide insights on disparities, if any, in access to well-maintained schools
Document and present findings

Total for Part 1: \$27,500

Part 2. Incorporating a Qualitative Component to Understand Historical Context: Stories Matter

Develop planning priorities from FTA Polls, FM3 Survey, and Trustees
Develop a preliminary Equity Index
Provide Parent University with protocols/tools to engage community in verifying planning priorities
Develop a pilot project prioritization methodology based on planning priorities and Equity Index
Hold in-person Board Workshop to establish key principles and criteria using the pilot project prioritization methodology
Refine insights and analysis on Parent University engagement

Total for Part 2: \$40,000

Part 3. Gather Input and Feedback and Provide Preliminary Analysis: Collaboration and Outcomes Matter

Establish key principles for future capital project prioritization
Develop criteria to guide decisions about facility investments and long-term planning
Develop scenarios to refine application of the criteria for the capital project portfolio
Hold virtual Board Workshop to ensure criteria reflects priorities
Provide a definitive version of the Equity Index and project prioritization methodology
Apply Equity Index and prioritization methodology to FUSD's capital project portfolio

Total for Part 1: \$32,500

Total Project \$100,000

Work outside the scope of services defined above will be charged as additional services based on the most current RSSC Hourly Rates included in Exhibit B.

4.0 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for our professional services and include project-related expenses incurred by us and any of our consultants, if applicable. Expenses will be billed at cost plus an administrative markup of 10%. Refer to Exhibit A – Prevailing Reimbursable Expenses.

5.0 ASSUMPTIONS

All fees related to the development of the deliverables assume the client will furnish all necessary data and documents in a timely manner.

Data deliverables will be provided in commonly available software, such as Microsoft Suite, Adobe PDF, and other similar products. Proprietary and/or District software may be subject to additional charges on a case-by-case basis.

6.0 OTHER TERMS

If the data provided by FUSD is incomplete or requires significant transformation to support the team's analysis, then an additional fee of Eight Thousand Dollars (\$8,000.00) will be required for data auditing, cleanup, and processing. This will be approved by district staff before proceeding and considered an extra service.

7.0 PROPOSED SCHEDULE

The schedule will be developed with District staff and may be modified throughout the process. See Exhibit C for estimated start and end dates.

Part 1. Understanding the Past and Present: History and Data Matters – 45 days

Part 2. Qualitative Component to Understand Historical Context: Understand Collaboration Matter – 45 days (about 6 weeks)

Part 3. Gather Input and Feedback and Preliminary Analysis: Collaboration and Outcomes Matter – 45 days (about 6 weeks)

We look forward to working with you on this extremely exciting project. If you have any questions, please feel free to call me.

Sincerely,



Dr. Regina Stanback Stroud

Chief Executive Officer
RSSC
rstroud@rssconsulting.org
(650) 922-376

Exhibit A
Prevailing Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by RSSC and its consultants in the interest of the Project. By signing this Proposal/Agreement, Client agrees to pay all costs, expenses and disbursements incurred by us with respect to the Project.

Reimbursable expenses include ground and air transportation, project specific living expenses including hotel fees and a per diem at \$60 per day (over 4 hours); electronic and hard copy reproduction costs, including large format scanning; mailing and shipping; electronic data fees; and additional consultant fees not included in the Basic Service Fees.

For any Reimbursable Expense, a multiple of one-hundred and ten (1.10) times the amount expended by RSSC and its consultants shall apply. Reimbursable expenses generated by additional services will be billed separately.

Exhibit B

RSSC Standard Hourly Billing Rate Table

Project Principal	\$250
Lead Consultant	\$250
Senior Professional	\$205
Professional	\$175
Professional Support	\$125
Clerical	\$70

Rates will be reviewed and adjusted annually based on the CPI-L index for that geographic region.

Exhibit C
Estimated Start and End Dates

Contract approval: January 2024 Approximate completion dates:

- Part 1: March 1, 2024
- Part 2: April 30, 2024
- Part 3: June 14, 2024

Final presentation of material to staff and/or Board of Education: November 2024.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-6

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with the Trauma Resource Institute, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District, Department of Prevention and Intervention and Trauma Resource Institute, Inc.

Trauma Resource Institute, Inc. will provide one 3-day Trauma Resiliency Model (TRM) Practitioner Level 1 course to thirty Clinical School Social Workers (CSSW) and two 3-day TRM Practitioner Level 2 training courses to sixty CSSW.

In the TRM Level 1 training, CSSW will learn foundational concepts, including how traumatic experiences affect the mind and body, the impact of traumatic stress symptoms, and how to assess symptoms of traumatic stress, historical intergenerational trauma, and adverse childhood experiences through the lens of diversity, equity, and inclusion. In the TRM Level 2 training, CSSW will learn how to integrate therapeutic approaches with trauma informed practices, which include using expressive art therapies, understanding survival responses, and how to help students self-regulate their physical and emotional responses.

Training will allow sixty district CSSWs to be certified to provide high-quality, standardized mental health interventions that incorporate trauma-informed practices. CSSW will be able to implement the nine TRM skills and techniques within their interventions. Through pre and post evaluation tools, we will be able to monitor the reduction of trauma-related symptoms that manifest in educational settings and impact student learning.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$101,608 are available in the Department of Prevention and Intervention budget within the American Rescue Plan grant funds.

PREPARED BY: Rita Baharian

DIVISION: Prevention & Intervention

PHONE NUMBER: (559) 457-3957

CABINET APPROVAL: Carlos Castillo, Ed.D.
Chief of Diversity, Equity, and Inclusion

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



Carlos Castillo (Feb 26, 2024 10:23 PST)



Trauma Resiliency Model

The Trauma Resource Institute is a nonprofit organization devoted to cultivating trauma-informed and resiliency-focused individuals and communities throughout the world. The Trauma Resiliency Model (TRM) is one of two models developed by the Trauma Resource Institute. TRM is specifically designed to teach skills to individuals and clinicians helping children and adults with traumatic stress reactions.

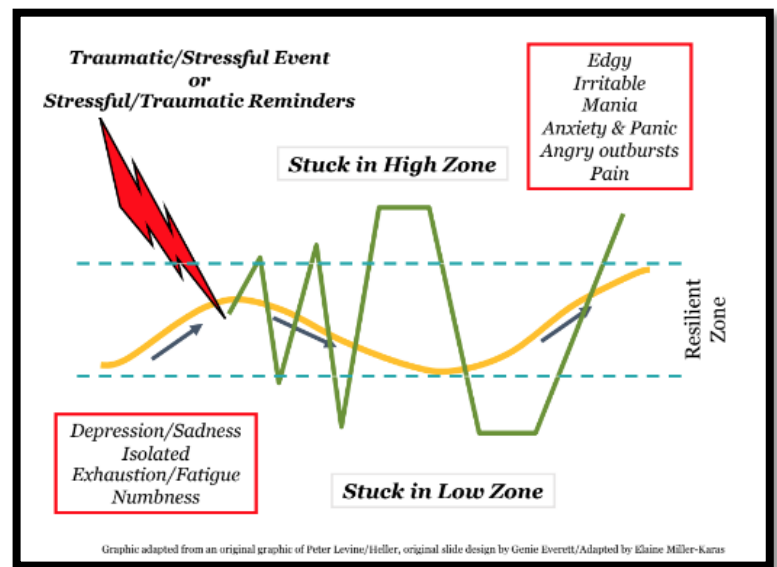
Trauma Resiliency Model (TRM)

TRM focuses on the biological basis of trauma and the automatic survival responses that the human body uses when faced with a perceived threat. The key concepts in the model include:

- Human beings respond to stressful and traumatic experiences in similar ways.
- There is a biological reaction after a stressful and traumatic experience.
- Human beings are resilient, and most can bounce back after difficult experiences.

The model utilizes the “The Resilient Zone” framework to guide approaches and interventions with students. Students learn to return to their “resilient zone” by using skills learned in counseling. This is the most optimal state for student learning.

When students are not in the “resilient zone,” they may experience feelings of sadness, loneliness, anxiety, or anger. TRM skills help students remain in a calm state, so they are ready to learn.



TRM Training for Clinicians

TRM Level 1 explores the biology of fear and threat and the automatic, natural defensive responses that occur when faced with a life-threatening and/or dangerous situation. Most importantly, this model explores the concept of resiliency and how to restore balance to the body and the mind after traumatic experiences.

The TRM Level 2 training builds on the Level 1 training. It focuses on working with trauma reprocessing in greater depth, emphasizing a fuller understanding of the survival responses and how attachment theories are applied to TRM.

Student Impact of TRM

Using TRM in therapeutic counseling sessions, students learn various skills to help them return to their “resiliency zone” when triggered. These skills include the “Help Now Skills” that help students return to the here and now using mindfulness techniques. Students also learn how to track their own physical sensations, how to resource, and how to ground. Resourcing is creating a space in the student’s mind that brings comfort or peace. Grounding is a strategy to help students be in the present moment.

TRM trained therapists use various therapeutic techniques in addition to the skills listed above with students to help reduce the impact of trauma in their daily lives.

Clinical School Social Workers (CSSW) utilize the TRM approach with students who have experienced trauma and, as a result, are experiencing symptoms of anxiety, stress, or depression. Evidence-based pre and post assessments measure the decrease in symptoms the student is reporting.

Symptoms Related to	Assessment	Grade Level
Anxiety	Generalized Anxiety Disorder- 7 (GAD-7)	Secondary
Anxiety	Screening for Childhood Anxiety Related Emotional Disorders (SCARED)	Both
Stress	Depression Anxiety and Stress Scale (DASS)	Both
Depression	Moods and Feelings Questionnaire (MFQ)	Elementary
Depression	Physician’s Health Questionnaire 9 (PHQ-9)	Secondary

Examples of TRM Approach Impact

- 1) A middle school student who was treated with the TRM approach started their treatment with a DASS score of 28 and, at the end of service, had a score of 3, indicating a decrease in symptoms of stress.
- 2) A middle school student who was treated with the TRM approach to address depressive symptoms started treatment at a score of 20, indicating severe symptoms, and had a reduction to a score of 3, which indicated minimal depressive symptoms, following 8 sessions with the CSSW.



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29942

Vendor Number

Trauma Resource Institute, Inc.

Vendor Name

909-626-4070

Phone Number

427 Yale Avenue Suite 202 Claremont, CA 91711

Address

Kevin McLeod

Vendor Contact

From: 4/1/2024

Term (Duration)

Through: 6/24/2024

FUSD Contract Administrator:

Rita Baharianan/Abigail Aarii

Name

Prevention & Intervention

Site/ Dept

559-457-6055

Telephone number

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

060-5634-0227-5899-1110-3130

Annual Cost \$ 101,608.54

(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 vendor will provide one 3-day Trauma Resiliency Model (TRM) Practitioner Level 1 course to thirty Clinical School Social Workers and two 3-day TRM Practitioner Level 2 training courses to sixty Clinical School Social Workers.

In TRM Level 1 training, CSSW will learn foundational concepts including how traumatic experiences affect the mind and body, the impact of traumatic stress symptoms, how to assess symptoms of traumatic stress, historical intergenerational trauma, and adverse childhood experiences through the lens of diversity, equity and inclusion. In TRM Level 2 training, CSSW will learn how to integrate therapeutic approaches with trauma informed practices, which include using expressive art therapies, understanding survival responses, and how to help students self-regulate their physical and emotional responses.

Please indicate where the work will be performed:

Work to be performed on FUSD property ☒

Date Item is to appear on **Board of Education Agenda:** 03/20/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Feb 21, 2024

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Carlos Castillo (Feb 23, 2024 15:15 PST)

Feb 23, 2024

Signed

Date

Reviewed & approved by **Risk Management**

Feb 26, 2024

Signed

Date

Please return signed agreement back to (name/email) : Abigail Aarii abigail.arii@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-5634-0227-5899-1110-3130

District Contact Person: Rita Baharianan/Abigail Arii

Budget Manager Approval: 

Contractor's Vendor Name: Trauma Resource Institute, Inc.

Contractor's Contact Person: Kevin McLeod

Contractor's Title: Director of Development

Contractor's Telephone

Number: 909-626-4070

Contractor's E-mail: kmcleod@communitytri.com

Contractor's Address: 427 Yale Avenue Suite 202 Claremont, CA 91711

This Independent Contractor Services Agreement is made and entered into effective 4/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Trauma Resource Institute, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

The vendor will provide one 3-day Trauma Resiliency Model (TRM) Practitioner Level 1 course to thirty Clinical School Social Workers and two 3-day TRM Practitioner Level 2 training courses to sixty Clinical School Social Workers.

In TRM Level 1 training, CSSW will learn foundational concepts including how traumatic experiences affect the mind and body, the impact of traumatic stress symptoms, how to assess symptoms of traumatic stress, historical intergenerational trauma, and adverse childhood experiences through the lens of diversity, equity and inclusion.

In TRM Level 2 training, CSSW will learn how to integrate therapeutic approaches with trauma informed practices, which include using expressive art therapies, understanding survival responses, and how to help students self-regulate their physical and emotional responses.

Trainings will allow all district CSSW to be certified to provide high quality, standardized mental health interventions that incorporate trauma informed practices.

CSSW will be able to implement the nine TRM skills and techniques within their interventions. Through pre and post evaluation tools, we will be able to monitor the reduction of trauma related symptoms that manifest in educational settings and impact student learning.

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

3. Term. This Agreement shall begin on 4/1/2024, and shall terminate on 6/24/2024. 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 \$ 33,860 per training, not to exceed \$ 101,608.54. Checks will be made payable to Trauma Resource Institute, Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- 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): \$ 101,608.54
- 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 KM 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 one million (\$1,000,000) dollars per occurrence, three million (\$3,000,000) 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 one million (\$1,000,000) 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 \$1,000,000 per claim and \$2,000,000 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 KM 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: Trauma Resource Institute

Name: Kevin McLeod, Director

Address:

427 Yale Avenue Suite 202
Claremont, CA 91711

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

Trauma Resource Institute, Inc.

Kevin McLeod

Name: Kevin McLeod *, Title:* Director of Development

Feb 20, 2024

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Feb 26, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-7

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with Cullinan Education Center

ITEM DESCRIPTION: Included in the Board Binders is an amendment to the agreement between College and Career Readiness and Cullinan Education Center. The Board approved the original agreement on October 18, 2023.

Cullinan Education Center is dedicated to providing science-based interventions in reading, writing, spelling, and math. Their services aim to empower students to reach their full academic potential, foster a love for learning, and equip them with the skills needed for lifelong success. Students can experience significant advancements in their reading comprehension, writing skills, spelling accuracy, and mathematical abilities. Through targeted interventions, they can overcome obstacles and achieve higher levels of proficiency.

The College and Career Readiness Department and Hildago Elementary School agreed to modify the agreement to add two additional tutors to provide daily after school literacy tutoring at Hidalgo Elementary School. This service will provide after-school reading intervention to 73 Hidalgo students that are currently not on-grade level in reading. iReady diagnostic assessment results will be used to show progress.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available through the Hildago Elementary Literacy Coaches and Reading Specialist Grant 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.



**BOARD OF EDUCATION**

Susan Wittrup, President
Valerie Davis, Clerk
Genoveva Islas
Clandia Cazares
Elizabeth Jonasson-Rosas
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

Date: March 20, 2024

Regarding: Cullinan Education Center

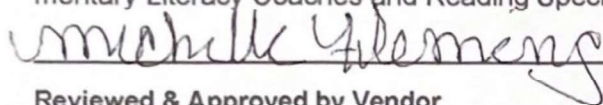
Amendment: This amendment is made to the agreement between *Fresno Unified School District College and Career Readiness and Cullinan Education Center* dated October 23, 2023 through June 05, 2024 for a total contracted amount of \$2,456,250 previously executed and approved by Fresno Unified Board of Education on October 18, 2023. This service will provide reading intervention to 73 Hidalgo students that are not on-grade level reading using iReady assessment to show progress.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Item # 1 Additional Tutors – Hildago Elementary School currently has four tutors and would like to add two more tutors to support daily afterschool literacy.

Item #2 Payment – Hildago Elementary School will cover the cost of two additional tutors using their site's literacy grant funds.

Cost: The Independent Contract Agreement will now increase from the original \$2,456,250 to \$2,556,250 in total. Sufficient funds in the amount of \$100,000 are available through the Hildago Elementary Literacy Coaches and Reading Specialist Grant budget.



2-23-24

Reviewed & Approved by Vendor

Date

NBA

3-1-2024

Reviewed & Approved by Cabinet Level Officer

Date



Mar 11, 2024

Reviewed & Approved by Executive Director, Risk Management

Date

Reviewed & Approved by Chief Financial Officer

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

18863

Vendor Number

Cullinan Education Center

8485 N Fresno Street, Suite 104, Fresno CA 93720

Vendor Name

(559) 435-3276

Address

Joanne Cullinan

Phone Number

Vendor Contact

From: 10/23/2023

Through: 6/5/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness (559) 248-7465

Name

Site/ Dept

Telephone number

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

060-7435-0617-1974-1000-5899

Annual Cost \$ 2,556,250.00

(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:

*Phonemic Awareness: Phonemes are introduced in a systematic, sequential program. Students are taught sound/symbol correspondence as they see, hear, speak and write each phoneme/grapheme. The student segments each sound then blends the sounds together to form simple words/syllables. The objective is to achieve automaticity in manipulation the sounds of our language.

* Explicite Phonics: The introduction of new grapheme/phoneme correspondence is accomplished by integrating articulation, visual imagery, reading, writing and spelling patterns utilizing multi-sensory techniques. Our programs provide materials that give children substantial practice applying knowledge of these relationships as they read and write.

Spelling: In the Orton Gillingham/Cullinan-Moore Blueprints for Language, students are taught the rules that govern sound structure and the patterns in spelling.

*Original contract approve 10/18/2023 Agenda A-8 Item

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:** 03/20/24

(Contracts of \$15,000.00 or more)

Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Department Head:**


Jeremy Ward (Feb 23, 2024 16:27 PST)

Signed

Date

Reviewed & approved by **Cabinet Level Officer**



3-1-2024

Signed

Date

Reviewed & approved by **Risk Management**



Mar 11, 2024

Signed

Date

Please return signed agreement back to (name/email) : Mai Xiong/Mai.Xiong17@fresnounified.org

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

18863

Vendor Number

Cullinan Education Center

0405 N Fresno Street, Suite 104, Fresno CA 93720

Vendor Name

559-435-3276

Address

Joanne Cullinan

Phone Number

Vendor Contact

From: 10/23/2023

Through: 6/05/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness 559-248-7465

Name

Site/Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-0706-1110-5899

Annual Cost \$ 2,456,250.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

- **Phonemic Awareness:** Phonemes are introduced in a systematic, sequential program. Students are taught sound/symbol correspondence as they see, hear, speak and write each phoneme/grapheme. The student segments each sound then blends the sounds together to form simple words/syllables. The objective is to achieve automaticity in manipulating the sounds of our language.
- **Explicit Phonics:** The introduction of new grapheme/phoneme correspondence is accomplished by integrating articulation, visual imagery, reading, writing and spelling patterns utilizing multi-sensory techniques. Our programs provide materials that give children substantial practice applying knowledge of these relationships as they read and write.
- **Spelling:** In the Orton Gillingham/Cullinan-Moore Blueprints for Language, students are taught the rules that govern sound structure and the patterns in spelling. The rules tha

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: 10/18/23
(Contracts of \$15,000.00 or more)

Will this contract be submitted with Bundled Contracts? NO

Reviewed & approved by Cabinet Level Officer:

Signed

9/27/2023

Date

Reviewed & approved by Risk Management

Signed

Sep 28, 2023

Date

Reviewed & approved by Department Head

Signed

2/15/23

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-0706-1110-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Cullinan Education Center

Contractor's Contact Person: Joanne Cullinan

Contractor's Title: President

Contractor's Telephone
Number: 559-435-3276

Contractor's E-mail: Jcullinan@cullinaned.com

Contractor's Address: 8485 N Fresno Street, Suite 104, Fresno, CA 93720

This Independent Contractor Services Agreement is made and entered into effective 10/23/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Cullinan Education Center ("Contractor").

1. Contractor Services. Contractor agrees to provide

- Wages for tutors, supervisors, and clerical
- 30- Tutors
- 10-Supervisors,
- 2- Project Managers, Administrative Staff
- 3- Substitute Tutors
- Payroll Taxes
- Insurance
- Workers Compensation
- Wages for sick pay
- All preparation and training for new hires (teachers) prior to the start of the school year
- Daily planning for lessons
- Supervisor mileage fees
- Substitute teacher wages
- Administrative Training fees as needed
- Wages for teacher during training
- Printing expenses for the overall cost of the project
- Replacement storage cabinets
- Computers for teachers and supervisors
- Retention fees for employees
- Cullinan Education Center will provide all Orton Gillingham Curriculum, including:
- 40-Instructional Manual
- 40-Phase I lesson plans
- 40-Phase II lesson plans
- 40-Keyword Picture Book

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 10/23/23, and shall terminate on 6/5/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 2,456,250. Checks will be made payable to Cullinan Education Center. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
d. Supplies _____ As negotiated with school/department contracting for service.
e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 2,456,250.
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.pncpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

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

Contractor's initials *JA*

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.

a. 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 JC 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: Cullinan Education Center

Name: Joanne Cullinan

Address:

8485 N Fresno Street, Suite 104,
Fresno, CA 93720

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District
Patrick Jensen, Chief Financial Officer


Patrick Jensen (Oct 21, 2023 15:37 PDT)

Oct 21, 2023

Date

CONTRACTOR

Cullinan Education Center


Name: Joanne Cullinan, Title: President

9-14-23
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director



Sep 28, 2023

Date

Proposal and Summary of Services
Extended Learning Opportunities Program
Fresno Unified School District
Fall School Year of 2023/2024
September 6, 2023

Accuracy in Decoding ~ Fluency ~ Comprehension
The Three Fundamental Components of a Great Reader

Common Core Standards establish what it means to be a literate person in the 21st century, prepping students for college, careers and productive citizenship. Our programs emphasize a systematic, explicit approach developing automaticity of skills enabling students to then develop higher order thinking. We employ a meta cognitive approach in all of our programs, insuring students understand “why” and reasoning behind the knowledge they gain rather than rote memorization.

Reading Language Arts

As stated in the California Common Core College and Career Readiness Anchor Standards for Language, Reading Standards for Foundational Skills K-5 and Language Standards K-5 and 6-12, the following elements are incorporated into our Orton Gillingham/Cullinan Moore Blueprints for

Language lesson plans:

- **Phonemic Awareness:** Phonemes are introduced in a systematic, sequential program. Students are taught sound/symbol correspondence as they see, hear, speak and write each phoneme/grapheme. The student segments each sound then blends the sounds together to form simple words/syllables. The objective is to achieve automaticity in manipulating the sounds of our language.
- **Explicit Phonics:** The introduction of new grapheme/phoneme correspondence is accomplished by integrating articulation, visual imagery, reading, writing and spelling patterns utilizing multi-sensory techniques. Our programs provide materials that give children substantial practice applying knowledge of these relationships as they read and write.
- **Spelling:** In the Orton Gillingham/Cullinan-Moore Blueprints for Language, students are taught the rules that govern sound structure and the patterns in spelling. The rules that govern verb conjugation and possessive nouns are taught in the Orton Gillingham/Cullinan Writing and Grammar Program.
- **Decoding and Word Attack Skills:** Students are taught to segment words into syllables by learning six types of word patterns and seven types of syllables that govern the use of vowel sounds necessary to sound out words.
- **Vocabulary:** New words and their meanings are introduced to students during each lesson as they practice syllable division, spelling, and their oral reading.
- **Oral Reading:** Students are given controlled readers representing the sound/symbol correspondence that they have been previously taught. Mastery of this material promotes self-

FUSD – CULLINAN EDUCATION CENTER

Partnership Proposal

confidence and motivation to read. Students also are given challenging material to read to increase vocabulary and promote enthusiasm for reading as a method of experiencing new ideas.

- Red Words: In the Orton Gillingham/Cullinan-Moore Blueprints for Language, students are introduced to common, phonetically irregular words, as well as high-frequency words. They read, write, and speak the words through various multisensory activities.
- Fluency: Students are provided with instruction to improve their reading fluency using the Read Naturally Program, focusing on automaticity, inflection, and intonation. Teachers are instructed to choose a passage according to the student's fluency level moving up to their reading level. The passages usually consist of 100-250 words and are at the student's instructional reading level. The various teaching strategies we employ when instructing students are: modeling, paired reading, choral reading, student read, and reader's theater.
- Reading Comprehension: Students are taught skills to help them gather meaning from text. They learn to identify subjects, key facts, and supporting details and to categorize the facts appropriately. They can also learn to identify setting, action, characters, turning point, and messages.

Tutoring Fees @ 131 days

Proposed session rate of \$125 per group, per session, per school site.

- Ten school sites at approximately 75 students per school (**750 students guaranteed**)
- Tutoring will begin October 23, 2023, through June 5, 2024 (131 school days)

Cost Formula @ 131 school days

75 students per school site equals 15 groups per day.

15 groups per day at \$125 per session = \$1,875 per day per school site.

\$1,875 per day X 131 school days = \$245,625 per school site.

\$245,625 X 10 school sites = \$2,456,250 Total Cost

The total is subject to change based on exceeding the guarantee count of 750 students.

Tutoring Sessions:

- 30-45 minutes plus transition time
- Limit of 5 students per group
- Each student will receive 5 sessions per week in accordance with the FUSD calendar.

Assessments:

- Classroom Teacher will provide baseline assessment and subsequent assessment in alignment with school requirements. Cullinan Education Center will provide baseline inventory

FUSD – CULLINAN EDUCATION CENTER

Partnership Proposal

of language skills and additional subsequent progress reports three additional times thru the duration of contract.

Cullinan Education Center will provide:

- Wages for tutors, supervisors, and clerical
30-Tutors
10-Supervisors,
2-Project Managers,
Administrative Staff
3-Substitute Tutors
- Payroll Taxes
- Insurance
- Workers Compensation
- Wages for sick pay
- All preparation and training for new hires (teachers) prior to the start of the school year
- Daily planning for lessons
- Supervisor mileage fees
- Substitute teacher wages
- Administrative Training fees as needed
- Wages for teacher during training
- Printing expenses for the overall cost of the project
- Replacement storage cabinets
- Computers for teachers and supervisors
- Retention fees for employees

Cullinan Education Center will provide all Orton Gillingham Curriculum. Including:

- 40-Instructional Manual
- 40-Phase I lesson plans
- 40-Phase II lesson plans
- 40-Keyword Picture Book
- 750- syllable division workbooks (Phase I)
- 750- syllable division workbooks (Phase II)
- 150- phonics cards
- 150- packets of index cards
- 150-sand packets
- 150-sand trays
- 150-sets of story books
- 40-sets of word and sentence cards

FUSD – CULLINAN EDUCATION CENTER

Partnership Proposal

Cullinan Education Center will supply all miscellaneous materials:

- 150-binders
- 150-binder dividers
- 750-large manilla envelopes and 1,125-2" rings
- Storage containers
- 750-spiral notebooks
- Pens, pencils, markers

Fresno Unifies School District will provide:

- A consistent distraction free space at each school site.
- Assistance in scheduling and grouping students.
- Assistance in transitioning students.

Fresno Unified School District Payment Schedule:

- 25% of the fee, \$614,062.50 due by October 15, 2023
- 25% of the fee, \$614,062.50 due by January 15, 2024
- 25% of the fee, \$614,062.50 due by March 15, 2024
- 25% of the fee, \$614,062.50 due by June 1, 2024

Contract Effective October 23, 2023, through June 30, 2024.

Patrick Jensen, Chief Financial Officer
Fresno Unified School District

Signature



10/23/2023

Date

Joanne Cullinan, President
Cullinan Education Center, Vendor #18863

Signature



9-6-23

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-8

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with J & D Mind Builders

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with J & D Mind Builders, DBA Bricks 4 Kidz to offer in-class workshops to 195 first-grade classrooms and 222 second-grade classrooms during the Spring semester.

Bricks 4 Kidz specializes in hands-on workshops focused on science, technology, math, and careers using coding, robotics, and LEGO builds. Using their creative workshops, students are provided with hands-on learning opportunities that align with Fresno Unified School District's goal of expanding student-centered and real-world learning experiences.

J & D Mind Builders currently has an approved agreement with Fresno Unified School District in the amount of \$75,000 executed on June 21, 2023. First and second grade classrooms received an in-class workshop during the Fall semester and the amended agreement will provide additional experience for students.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$70,890 are available in the College and Career Readiness Budget.

PREPARED BY: Jeremy Ward

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

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



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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24581

Vendor Number

J & D Mind Builders, DBA Bricks 4 Kidz

2790 Norwich Avenue, Clovis, CA 93711

Vendor Name

559-285-1725

Address

Judy Bower

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College & Career Readiness

248-7466

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0152-0710-3800-5899

Annual Cost \$ 145,890.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

In-class workshops for all 1st and 2nd grade classrooms using coding, robotics, and LEGO kits to foster creativity and innovation through science, technology, math and careers. Workshops align to the Fresno Unified Graduate Profile and encourage collaboration and critical thinking.

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

Date Item is to appear on **Board of Education Agenda:** 03/20/24 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

M. B. L.

2-15-2024

Signed

Date

Reviewed & approved by **Risk Management**

Stacy L. S.

Feb 16, 2024

Signed

Date

Reviewed & approved by **Department Head**

[Signature]

2/9/24

Signed

Date

Please return signed agreement back to (name/email) : Maria Pena/Mariadelrosar.penalopez@fresn

**BOARD OF EDUCATION**

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment/Addendum


Date: March 20, 2024

Regarding: J & D Mind Builders, DBA Bricks 4 Kidz

Amendment: Bricks 4 Kidz provides in-class workshops focused on the areas of science, technology, math and careers to all 1st and 2nd grade classrooms in Fresno Unified. The experience encourages creativity and promotes learning through play by infusing coding, robotics, and LEGOs into the hands-on opportunity. Bricks 4 Kidz completed the Request for Qualifications (RFQ) Number 23-30, Curriculum, Instruction and Professional Learning, and is on the list of qualified vendors. At the time of the initial contract approved by the Board on June 21, 2023, Bricks 4 Kidz had not yet been approved through the RFQ process which limited the dollar amount of the contract and services to students.

This amendment extends the contract from July 1, 2023 through June 30, 2024 and adds \$70,890 to the current contract and brings the contract total to \$145,890.

Cost: The additional \$70,890 provides 195 1st grade classrooms and 222 2nd grade classrooms across each of the high school regions with an in-class experience during the Spring semester.

J & D Mind Builders  2-9-2024
Reviewed & Approved by Vendor **Date**



2-15/2024

Reviewed & Approved by Cabinet Level Officer **Date**



Feb 16, 2024

Reviewed & Approved by Executive Director, Risk Management **Date**

Reviewed & Approved by Chief Financial Officer **Date**



Semester 2 remaining Classrooms

	Bullard	Edison	Fresno	Hoover	McLane	Roosevelt	Sunnyside	Non-Boundaried	Total # of classrooms
1st Grade	Figarden, Gibson, Kratt, Lawless, Malloch, Starr, Tatarian, Slater	Addams, Columbia, King, Kirk, Lincoln	Fremont, Homan, Muir, Roeding, Williams, Wilson, Hamilton	Centennial, Eaton, Holland, McCardle, Robinson, Pyle, Viking, Thomas, Wolters, Vinland	Birney, Hidalgo, Ericson, Ewing, Leavenworth, Mayfair, Norseman, Rowell, Turner	Anthony, Calwa, Jackson, Jefferson, Lane, Lowell, Vang pao, Webster, Winchell, Yokomi	Ayer, Aynesworth, Bakman, Burroughs, Herrera, Olmos, Storey	Bullard Talent	195
2nd Grade	Figarden, Gibson, Kratt, Lawless, Malloch, Starr, Tatarian, Slater	Addams, Columbia, King, Lincoln	Del Mar, Fremont, Heaton, Homan, Muir, Roeding, Williams, Wilson, Hamilton	Centennial, Eaton, Holland, McCardle, Robinson, Pyle, Viking, Thomas, Wolters, Vinland	Birney, Hidalgo, Ericson, Ewing, Leavenworth, Mayfair, Norseman, Rowell, Turner, Wishon	Anthony, Balderas, Calwa, Jackson, Jefferson, Lane, Lowell, Vang pao, Webster, Winchell, Yokomi	Ayer, Aynesworth, Bakman, Burroughs, Easterby, Greenberg, Herrera, Storey	Bullard Talent, Manchester GATE, Sunset, Wawona	222

222+195=417 total classrooms x \$170 per classroom= **\$70,890**



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24581

Vendor Number

J & D Mind Builders, DBA Bricks 4 Kidz

2790 Norwhich Ave, Clovis, CA 93611

Vendor Name

559-285-1725

Address

Judy Bower

Phone Number

Vendor Contact

From: 7/1/2023

Through: 9/30/2023

Term (Duration)

FUSD Contract Administrator:

Kristen Boroski

CCR/Career Technical Education 559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0152-0710-3800-5899

Annual Cost \$ 75,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Workshops focusing on the district's graduate profile and career pathways for all 1st and 2nd grade classrooms focused on the areas of science, technology, math, and careers.

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 Will this contract be submitted with Bundled Contracts? Jun Bundle
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: Quetz
Jacqueline Ward/Act 27, 2023 20-25 COTI

Signed

Date

Reviewed & approved by Risk Management

Signed

Date

Reviewed & approved by Department Head

Signed

Date

Please return signed agreement back to (name/email): Maria Pena Mariadelrosar.penalopez@fresn



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: College and Career Readiness: Career Technical Education

District Contact Person: Jeremy Ward

Budget Manager Approval:

Contractor's Vendor Name: J&D Mind Builders Inc dba Bricks4Kidz

Contractor's Contact Person: Judy Bower

Contractor's Title: Owner

Contractor's Telephone

Number: 559-285-1725

Contractor's E-mail: jdbower@bricks4kidz.com

Contractor's Address: 2790 Norwich Ave, Clovis, CA 93611

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 J&D Mind Builders Inc dba Bricks4Kidz ("Contractor").

1. Contractor Services. Contractor agrees to provide

Workshops focusing on the District's Graduate Profile and career pathways for all 1st and 2nd grade classroom focused on the areas of science, technology, engineering, math, and careers.

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 9/30/2023. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 170.00 per class, Not to exceed \$ 75,000.00. Checks will be made payable to J&D Mind Builders Inc dba Bricks4Kidz. 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 JB

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): ~~\$0.00~~ \$75,000.00 JB

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 JB

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: J&D Mind Builders Inc

Name: Judy Bower

Address:

2790 Norwich Ave
Clovis, CA 93611

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.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 23, 2023

City of Clovis
1033 5TH ST
CLOVIS CA 93612-1313

Account Information:

Policy Holder Details :	J & D Mind Builders Inc.
-------------------------	--------------------------



Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2023

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

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

PRODUCER WALLACE & ASSOC INS & FNCL SVCS 51135431 2585 EAST PERRIN SUITE 115 FRESNO CA 93720	CONTACT NAME:	
	PHONE (559) 323-7425 [A/C, No, Ext]:	FAX [A/C, No]:
INSURED J & D MIND BUILDERS INC. 2790 NORWICH AVE CLOVIS CA 93611-6089	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	NAIC# 11000
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	51 SBA TU0890	03/24/2023	03/24/2024	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			51 SBA TU0890	03/24/2023	03/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>			51 SBA TU0890	03/24/2023	03/24/2024	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE						AGGREGATE \$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	51 WEC AN0HR2	08/25/2022	08/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Fresno Unified School District
4498 N Brawley Ave
Fresno, CA 93722

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Suarez L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY WALLACE & ASSOC INS & FNCL SVCS		NAMED INSURED J & D MIND BUILDERS INC. 2790 NORWICH AVE CLOVIS CA 93611-6089	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional Insured per Additional Insured- Owners, Lessees, or Contractors; Scheduled Person or Organization Form SS4170 and Additional Insured: Owners, Lessees or Contractors; Completed Operations form SS4171, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 51 SBA TU0890 SC

Named Insured and Mailing Address; J & D MIND BUILDERS, INC.

2790 NORWICH AVE
CLOVIS CA 93611

Policy Change Effective Date: 03/24/23

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 001

Agent Name: WALLACE & ASSOC INS & FNCL SVCS
Code: 135431

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS ARE ADDED

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: \$ 1,000

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED -- PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 03/08/23

Page 001

Policy Effective Date: 03/24/23
Policy Expiration Date: 03/24/24

POLICY NUMBER: 51 SBA TU0890



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CENTRAL UNIFIED SCHOOL DISTRICT
4605 N POLK AVE
FRESNO, CA 93722

CENTRAL UNIFIED SCHOOL DISTRICT, MEMBERS OF THE GOVERNING BOARD
THEIR AGENTS, OFFICERS AND EMPLOYEES
4605 N. POLK AVE
FRESNO, CA 93722

LOC 001 BLD 002
FRESNO UNIFIED SCHOOL DISTRICT
4498 N BRAWLEY AVE
FRESNO CA 93722

KINGSCANYON UNIFIED SCHOOL DISTRICT
AND THEIR OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS
1801 10TH STREET
REEDLEY, CA 93654

CITY OF REEDLEY
AND THEIR OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS
100 N EAST AVE
REEDLEY, CA 93654

LOC 001 BLDG 001
HANFORD ELEMENTARY SCHOOL DISTRICT
714 N WHITE ST
HANFORD, CA 93230

Previous No: Not Applicable
Authority Ref. No: B0621P33119622
Certificate No: B0621PJDMI000122
Insurance is effective with: **Certain UNDERWRITERS AT LLOYD'S, LONDON 100%**
Scheduled as follows:

MOS 1609	40.0000 %
ARG 2121	37.5000 %
HAM 4000	9.0000 %
CSL 1084	9.0000 %
AUW 0609	4.5000 %

Signed *Daniel Atkins*

Signed *E. Lloyd.*

Dated 10 August 2022

Dated 10 August 2022

By
Daniel Atkins

By
Eleanor Lloyd

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer of the Insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Lloyd's, London, whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
4. **Attached Conditions Incorporated.** The insurance described in this Certificate is subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this Certificate.
5. **Correspondent.** Miller Insurance Services LLP, 70 Mark Lane, London EC3R 7NQ
6. The Certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.

SLC-3 (COR) California LMA3102B 10 December 2019 (amended)

NO FLAT CANCELLATIONS

MILLER SEXUAL MOLESTATION AND EMERGENCY RESPONSE LIABILITY CERTIFICATE

DECLARATIONS

These Declarations along with the completed and signed **Application** and the Certificate with endorsements shall constitute the contract between the **Insureds** and Underwriters.

Certificate Number: B0621PJDMI000122

1. Named Insured:

J & D Mind Builders, Inc.

Principal Address:

2790 Norwich Ave.
Clovis
California 93611
United States of America

2. Certificate Period:

From: 15th August 2022

To: 15th August 2023

Both dates at 12:01 a.m. Local Standard Time at the Principal Address stated in Item 1.

3. Limit(s) of Liability:

- a. USD 2,000,000 for all **Claims for Wrongful Acts** against any one **Victim**
- b. USD 4,000,000 for all **Claims for Wrongful Acts** against all **Victims**, but sub-limited to:
- c. USD 50,000 for all **Emergency Response Costs** resulting from all **Circumstances**. Such Sub-limit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in 3.b. above

4. Retention:

USD 7,500 any one **Victim**

5. Premium:

USD 11,700.00

Premium \$11,700.00
Stamp Tax \$30.25
Surplus Tax \$363.00
Policy Fee \$400.00
Total \$12,493.25

6. Optional Extension Period:

a. Premium for **Optional Extension Period:**

100% of the total annual premium for this Certificate, provided no **Claims** and/or **Circumstances** have been reported to Underwriters, or

To be determined by Underwriters in the event **Claims** and/or **Circumstances** have been reported to Underwriters

b. Length of Optional Extension Period:

12 Months

7. Notification pursuant to Clause IX. shall be given to:

DWF Claims
740 Waukegan Road, Suite 340
Deerfield, IL 60015
USA
FNOLUS@dwfclaims.com

8. Retroactive Date:

15th August 2022

9. Pending or Prior Litigation Date:

Not applicable

10. Service of Suit:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

11. Choice of Law:

New York

12. Notice of Election:

Burns & Wilcox of Morehead City
800 Arendell St Ste 200
Morehead City
NC 28557
United States of America

13. Endorsements Effective at Inception:

- I. Application Endorsement
- II. Several Liability Notice
- III. Miller Emergency Response Endorsement
- IV. Cyber and Data Protection Law Endorsement
- V. LMA9030 California Surplus Lines Notice 2

**AUTHORITY REF.
NUMBER:**

B0621P33119622

**FORMING PART OF
CERTIFICATE NUMBER:**

B0621PJDMI000122

NAMED ASSURED:

J & D Mind Builders, Inc.

PERIOD:

From: 15th August 2022

To: 15th August 2023

Both dates at 12:01 a.m. LST at the address of the Named Assured

**ENDORSEMENT
NUMBER:**

02

CANCELLING AND REPLACING CERTIFICATE ENDORSEMENT 01

It is hereby understood and agreed that with effect from 15th August 2022 the following shall apply.

ADDITIONAL INSURED ENDORSEMENT

The Underwriters agree, subject to the terms, conditions, exclusions and limitations of this Certificate, to extend cover to indemnify the **Additional Insured** in respect of **Claims** made against the **Additional Insured** arising from services conducted by the **Insured** but only to the extent that the **Insured Organization** would have been liable and coverage would have been afforded under this Certificate had such **Claim** been made against the **Insured Organization**.

This extension excludes **Claims** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of such **Additional Insured**.

In respect of a Claim arising under the terms of this extension, it is a condition precedent to liability that the **Additional Insured** agree to joint defense conducted by the Underwriters and to co-operate with the Underwriters in such joint defense and to execute all documents, including any waivers of any conflicts of interest, necessary to implement such joint defense.

For the purposes of this Extension, **Additional Insured** means:

Clovis Unified School District
1450 Herndon Ave
Clovis, CA 93611

Fresno Unified School District
4498 N. Brawley
Fresno, CA 93722

Monarch River Academy
3610 E. Ashlan Ave
Fresno, CA 93726

Yosemite Valley Charter School
3610 E. Ashlan Ave
Fresno, CA 93726

The Fresno County Superintendent of Schools
Fresno County Board of Education and their officers, employees and agents
1111 Van Ness Ave
Fresno, CA 93721

Central Unified School District
4605 N. Polk Ave
Fresno, CA 93722

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED

Insurance is effective with: Certain UNDERWRITERS AT LLOYD'S, LONDON 100%

Signed *Daniel Atkins*

Signed *Charles Carr*

Dated 22 August 2022

Dated 22 August 2022

By
Daniel Atkins

By
Charles Carr

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-9

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Two-Year Agreement with Harvard University's Center for Policy Research Strategic Data Project Partnership to Enhance Department's Capacity for Research

ITEM DESCRIPTION: Included in the Board binders is information on the two-year agreement with Harvard University's Center for Policy Research Strategic Data Project (SDP) Partnership to Enhance Department's Capacity for research.

The two-year partnership aims to partner with Harvard University to recruit, hire, and retain a Strategic Data Project fellow who will help to enhance our department's capacity to conduct research and gather qualitative data toward improving Information Technology (IT) initiatives by identifying areas of success and improvement. This involves aligning processes with organizational objectives and ensuring technology investments contribute meaningfully. The SDP fellow will employ research-focused methodologies to gather qualitative input from school staff, families, and students regarding existing IT initiatives. We will conduct in-depth qualitative analysis of gathered input from diverse educational partners, including school staff, families, and students, to identify underlying themes, challenges, and opportunities. Ultimately, the project aims to create positive, measurable changes in educational experiences and outcomes for students. Payment is scheduled as follows: \$49,500 in September 2024

This payment will cover cohort participation through August 2026.

Intended outcomes:

- **Refined IT Strategies:** The fellowship program will yield refined IT strategies informed by qualitative insights gathered from school staff, families, and students. These insights will provide a deeper understanding of stakeholder perspectives, enabling the IT department to tailor strategies to better meet the needs and expectations of the school community.
- **Enhanced Educational Partner Engagement:** Through the development of tailored methods to gather qualitative input, the district will foster enhanced engagement with school staff, families, and students in the IT decision-making process. This increased engagement will promote collaboration and ensure that IT initiatives are responsive to the diverse needs and priorities of the school community.
- **Iterative Improvement:** The qualitative input gathered through research-focused methodologies will serve as a foundation for iterative improvement to existing IT initiatives. By identifying underlying themes, challenges, and opportunities, the fellowship program will enable the IT department to make informed adjustments and enhancements to IT strategies and implementation approaches over time.

- Research-Informed Decision-Making Culture: The partnership with Harvard University's Center for Policy Research will contribute to the cultivation of a research-informed decision-making culture within the IT department. By leveraging advanced research methodologies and qualitative insights, the district will establish a framework for ongoing qualitative data collection toward refinement of IT initiatives, promoting continuous improvement and innovation.

Intended audience: The intended audience is students, families, staff, and IT department members.

Number of recipients or sites served: The work will support improvement to all sites and departments.

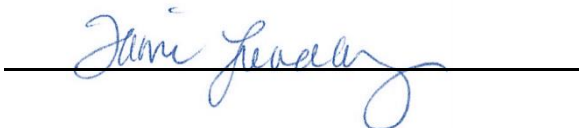
FINANCIAL SUMMARY: Sufficient funds in the amount of \$49,500 are available in the Information Technology Budget.

PREPARED BY: Kristi Imberi-Olivares

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

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24603

Vendor Number

Harvard Business School

Vendor Name

617-496-0384

Phone Number

From: 3/27/2024

Term (Duration)

FUSD Contract Administrator:

Kristi Imberi-Olivares

Name

1 Soldiers Field, Boston MA, 02163

Address

Alison Guerriero

Vendor Contact

Through: 8/31/2026

Information Technology

Site/ Dept

559-457-3896

Telephone number

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

030-0188-0885-0000-7700-5899

Annual Cost \$ 49,500.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

The primary objective of this partnership is to recruit, hire, and retain a fellow who will augment the IT department's capacity for data-driven decision-making. Through the implementation of thorough A-ROI (Academic Return on Investment) analyses, the project aims to evaluate large IT initiatives, identify areas of success, and opportunities for improvement. The overarching goal is to ensure that technology investments align with organizational objectives and contribute meaningfully to overall district goals. The tasks and deliverables will include developing a comprehensive framework for conducting A-ROI analyses on IT initiatives, defining key metrics and indicators for evaluating the financial and operational impact of IT initiatives, identifying areas of success and opportunities for improvement in alignment with IT's goals, utilize insights from A-ROI analyses to inform strategic resource allocation decisions, and analyzing A-ROI findings to identify opportunities for streamlining operations, reducing redundancies, and enhancing overall efficiency of IT. This partnership aims to enhance the our department's capacity for data-driven decision-making by leveraging A-ROI analyses to evaluate IT initiatives. Through process optimization, resource allocation, and enhanced communication, the project seeks to ensure that technology investments align with organizational objectives and deliver meaningful impact on students and their families.

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:** [redacted]
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Kristi Imberi-Olivares 2/27/24

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Signed

Date

Reviewed & approved by **Risk Management**

Signed

Date

Please return signed agreement back to (name/email) : cheng.yang2@fresnounified.org

SDP FELLOWSHIP AGREEMENT
between
FRESNO UNIFIED SCHOOL DISTRICT
and
PRESIDENT AND FELLOWS OF HARVARD COLLEGE

This Agreement (“Agreement”) is entered into by Fresno Unified School District with offices located at 2309 Tulane Street, Fresno, CA 93721 (“Client”) and President and Fellows of Harvard College, acting through the Harvard Graduate School of Education and the Center for Education Policy Research (“Harvard”), with offices at 50 Church Street, 4th Floor, Cambridge, MA 02138.

RECITALS

Since 2008, the Strategic Data Project (“SDP”) at the Center for Education Policy Research at Harvard University (“CEPR”) has partnered with school districts, charter school networks, state education agencies, nonprofit education organizations, and, more recently, postsecondary systems and institutions to bring high quality research methods and data analysis to bear on strategic management and policy decisions. SDP was formed on two fundamental premises: (1) policy and management decisions can directly influence schools’ and teachers’ ability to improve student achievement; and (2) valid and reliable data analysis significantly improves the quality of decision making.

The SDP Fellowship is a program that develops and trains talented data strategists in client agencies where they take on an important data or analytic project identified by the partnering agency. In some cases, the program recruits and selects researchers and data strategists to act as “SDP Fellows.” In other cases, the agency selects and nominates employees who work with data to join the program as “SDP Fellows.” Regardless of their pathway, all Fellows receive training and supports designed to boost skills and knowledge in three key areas: (1) measurement and analysis, (2) leadership and change management, and (3) education policy in order to carry out the work of the agency. Most importantly, partners become part of a national network of data strategists and researchers making an impact in education reform through research and data.

In addition to the terms and conditions contained herein, the following document is attached hereto and made a part of this Agreement:

Attachment 1 – Fellowship Program

1. FELLOWSHIP PROGRAM

Harvard will prepare 1 SDP Fellow to conduct research projects for Client with the characteristics described in Attachment 1 (“Fellowship Program”). Harvard and Client each agree to undertake their respective responsibilities as described in Attachment 1.

2. PERIOD OF PERFORMANCE

The overall Period of Performance of this Agreement will fall between March 27, 2024 (“Agreement Start Date”) and August 31, 2026 (“Agreement End Date”).

3. TOTAL COST

The total cost to Client for Harvard's performance of its responsibilities under Attachment 1 is \$49,500 ("Total Cost"). This cost covers 1 SDP Fellows hired at \$49,500 per SDP Fellow. Client agrees to pay a recruitment fee of \$4,500 per SDP Fellow to defray SDP's costs should Client decide to break its commitment to hiring a Placed SDP Fellow prior to the Cohort 16 onboarding and kick-off in Fall 2024.

Harvard will invoice the Client directly for \$49,500 by September 1, 2024.

Payment due within forty-five (45) days of invoice receipt.

4. PROJECT DIRECTORS

Harvard Project Director:

Miriam Greenberg
Sr. Director, Strategic Data Project
Center for Education Policy Research at Harvard University
Telephone: 617-496-4950
Email: miriam_greenberg@gse.harvard.edu

Supervising Project Director:

Kristi Imberi-Olivares
Executive Director
Fresno Unified School District
Telephone: 559-457-3896
Email: kristi.imberi-olivares@fresnounified.org

5. ADMINISTRATIVE CONTACTS

Harvard Administrative Contact:

Alison Guerriero
Associate Director, SDP Partnerships and Outreach
Center for Education Policy Research at Harvard University
Telephone: 617-496-0384
Email: alison_segal@gse.harvard.edu

Client Administrative Contact:

Kristi Imberi-Olivares
Executive Director
Fresno Unified School District
Telephone: 559-457-3896
Email: kristi.imberi-olivares@fresnounified.org

6. PUBLICATIONS; COPYRIGHT

Harvard has the right to publish and otherwise publicly disclose non-confidential information derived from work conducted under this Agreement. Harvard shall own the copyright in any works it originally authors under this Agreement.

7. USE OF NAME

Neither party shall use the name of the other in any form of advertising or promotion of this program without the prior written approval of the party whose name is requested to be used.

8. INDEPENDENT CONTRACTORS

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

9. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Any and all assignments made without such consent shall be void.

10. TERMINATION

Either party may elect to terminate this agreement, providing that it gives advance notice to the other party, in writing, a minimum of 30 (thirty) days prior to date of termination. In the event of early termination of the project, Harvard shall be entitled to reimbursement in full for the costs incurred up to the date of such termination and for costs incidental to the orderly liquidation of its services, including those non-cancelable obligations properly incurred prior to the effective date of termination.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

12. MODIFICATIONS

This Agreement shall be modified only in writing signed by duly authorized representatives of both Client and Harvard.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Client and Harvard concerning the Cohort 16 Fellowship Program and supersedes all other understandings between the parties concerning that Program.

This Agreement shall be effective when signed by duly authorized representatives of both parties.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Jane Digitally signed
Title: Eaton by Jane Eaton
Date: 2024.02.27
14:16:20 -05'00'

CLIENT

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

sgf 2/29/24

Attachment 1

SDP Program

I. A DESCRIPTION OF THE STRATEGIC DATA PROJECT PROGRAM

The purpose of SDP is to create new capacity for high-quality data analysis and decision making. The Fellow's responsibilities will include three areas:

1. **Professional Development and SDP's National Efforts (5%).** The Fellow will participate in work-relevant training and consulting, including meetings, conference calls and working group meetings, webinars, readings, assignments and presentations. Additionally, the Fellow will participate in a network of education professionals with similar skills and responsibilities.
2. **Focus Issue and Related Projects (20%).** For the duration of his/her fellowship, the Fellow will be assigned a focus project—identified early on by agency leadership in collaboration with the SDP leadership as described below. A focus issue should represent an opportunity for the Fellow to take a leadership role, develop deep knowledge, and contribute substantially to the agency's needs. A focus issue should also be an issue that benefits particularly from quantitative analysis.

Over the course of his/her fellowship, the Fellow will engage on a number of discrete tasks in service of pursuing a broader, substantial core piece of work around their focus issue. The collection of tasks comprising a core piece of work should be reasonably possible to complete by the conclusion of the fellowship. In order to matriculate through the program, Fellows will need to write a report about their focus issue project which will require final approval from Client.

3. **Additional Issues and Projects Identified by Agency Leadership as They Arise (75%).** During the fellowship, the Fellow will devote substantial time to additional discrete analyses and other research and data projects identified by agency leadership. Some of these areas may be known before the fellowship begins, but most will develop in the normal course of agency management and policy development. Such analyses may require as little as a few hours' work, or as much as a few weeks.

The objective is for the Fellow to provide analytic support for pressing agency issues.

II. HARVARD'S RESPONSIBILITIES REGARDING "SDP FELLOWS" IF CLIENT IS HIRING AN SDP FELLOW

1. **Recruiting candidates.** Harvard will be responsible for recruiting applicants and selecting those of most promise to forward to Client. Harvard will make reasonable efforts to attempt to replace a Fellow if a sitting Fellow leaves the position during the first year of the Fellowship. Clients can advance an internal, nominated candidate for a vacated role to complete the fellowship.
2. **Training and support.** Harvard will provide work-relevant training for the Fellow(s) over the course of the Fellowship. The Fellow will also receive ongoing support, training, and mentoring on strategic problem solving, leadership, communication and analytic methods from SDP staff at CEPR, Expert Advisors, and online sessions. Harvard will also provide the Fellow's Supervisor (1 per Fellow) with training at the onset of the fellowship to support the Fellows' launch efforts.

3. **Agreement on Fellow issue and project responsibilities.** Client will be the employer of the Fellow and thus decide on workstreams, Client and Harvard agree to work together to identify and agree upon the Fellow's project work.

III. CLIENT'S RESPONSIBILITIES REGARDING "SDP FELLOWS" IF CLIENT IS HIRING AN SDP FELLOW

1. **Hiring.** Client agrees to hire at least one SDP Fellow from among the candidates identified by Harvard and employ each Fellow for a period of two years. Client will provide a yearly salary between \$75,000 and \$95,000 and standard benefits for each Fellow. CEPR recommends the Client provide a stipend for relocation of more than 50 miles to cover relocation of household items and immediate family travel for the initial move, if applicable. Harvard recommends candidate interviews take place virtually, and Client is encouraged to cover travel and lodging if they prefer to interview candidates in-person.
2. **Use of hiring materials.** Client will not modify or use SDP hiring materials outside of the SDP hiring process.
3. **Agreement on workstreams.** Client and CEPR agree to work together to identify and agree upon each Fellow's focus issues and deliverables. All SDP Fellows will serve in a role focused on tasks and projects related to research and data.
4. **Release time.** Client agrees to provide the Fellow with release time for job-relevant training and network development. In particular, the Fellow will be released to actively participate in 6 virtual and in-person fellowship trainings over the course of the Fellowship. Exact dates for these trainings will be identified at the beginning of the Fellowship. The events are an integral part of the fellowship and CEPR expects that all SDP Fellows attend. Additionally, Client will support the Fellow in preparing for the events, by supporting the Fellow's allocation of time to complete pre-readings and pre-work during the two weeks before each event.
5. **Access to agency leadership.** Client will ensure that the Fellow has the opportunity to participate in working teams involved in projects that are of high importance to the organization. Client will also ensure that the Fellow has an opportunity to present their work to senior agency leadership. The frequency and quality of such interactions will depend on the quality of work and level of trust developed by the Fellow.
6. **Working with other Fellows and sharing of analyses.** To achieve the SDP goals of fostering a national network and spreading SDP-like analyses and approaches to non-partner agencies, Client will allow the Fellow to share in confidence his/her analyses with CEPR, Advisors, and the other participating agencies. In particular, the Fellow will be encouraged to interact with Fellows at other districts and state education agencies. All parties recognize that there may be some exceptions that require strict confidentiality within the district.
7. **Feedback.** Client will provide feedback to CEPR about the candidates forwarded, the support provided by CEPR staff, and the Fellow's impact in the agency. In addition, CEPR hopes that the agency will share suggestions and ways in which the program could be improved. The feedback will be collected in regular intervals by SDP staff at CEPR through semi-annual reviews, annual surveys, and other more informal mechanisms.

8. **Management and supportive environment.** Client will take appropriate measures to integrate the Fellow into the agency generally and their team or department specifically. Agency leaders will provide individual support and mentoring for the Fellow. Although CEPR will provide substantial training, Client will provide additional training as Client feels appropriate.
9. **Management involvement in SDP.** Client will work to ensure that Fellow(s)' supervisor(s) participate in relevant events, such as check-in calls, preliminary training (orientation), and final presentation of results.
10. **Capstone Reports.** Client will support the Fellow's completion of the capstone report (will review the final draft for approval).

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-10

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Renewal Agreement with Marsh & McLennan Agency

ITEM DESCRIPTION: Included in the Board binders is a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

This agreement provides for ongoing insurance consulting and brokerage services related to the placement of the district's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability, and designated lessees. In addition, the agreement provides for consulting services in support of the Liability and Workers' Compensation internal services funds to include:

- Claims review meetings, responding to miscellaneous risk management inquiries
- Coordinating safety / loss control activities of insurance carriers
- Providing loss prevention and risk control services
- Review and analysis of workers' compensation and general liability loss runs
- Conduct pre-renewal strategy meetings for all insurance coverages

Marsh & McLennan continues to maintain first class marketing expertise and insurance carrier relationships to enhance the ability to obtain competitive and quality insurance products.

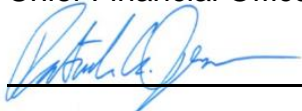
The agreement is for a 12-month period, effective April 01, 2024, through March 31, 2025, with a monthly fee of \$14,000, which remains unchanged from the current agreement.

FINANCIAL SUMMARY: Sufficient funds of \$168,000 are available in the district's Liability and Workers' Compensation Internal Service Funds.

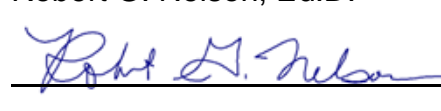
PREPARED BY: Stacey Sandoval

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

21323

Vendor Number

Marsh & McLennan Agency

9171 Town Centre Dr. Suite 100, San Diego, CA 92122

Vendor Name

1-925-482-9323

Address

Ryan Spink

Phone Number

Vendor Contact

From: 4/1/2024

Through: 3/31/2025

Term (Duration)

FUSD Contract Administrator:

Stacey Sandoval

Risk Management

457-3596

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 680-0851-0880-0000-6000-5 899&690-0861-0880-0000-6000-5899

Annual Cost \$ 168,000.00

(Estimated Amount)

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

Yes ☐

No ☒

Scope of Work Summary:

provides for ongoing insurance consulting and brokerage services related to the placement of the District's various insurance requirements for general liability, excess liability, property, physical auto damage, cyber liability and designated lessees.

Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on **Board of Education Agenda:** 03/20/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

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

Signed

Date

Reviewed & approved by **Risk Management**

Signed

3/5/2024

Date

Reviewed & approved by **Department Head**

Signed

3/5/2024

Date

Please return signed agreement back to (name/email) : Mai Moua / mai.moua@fresnounified.org

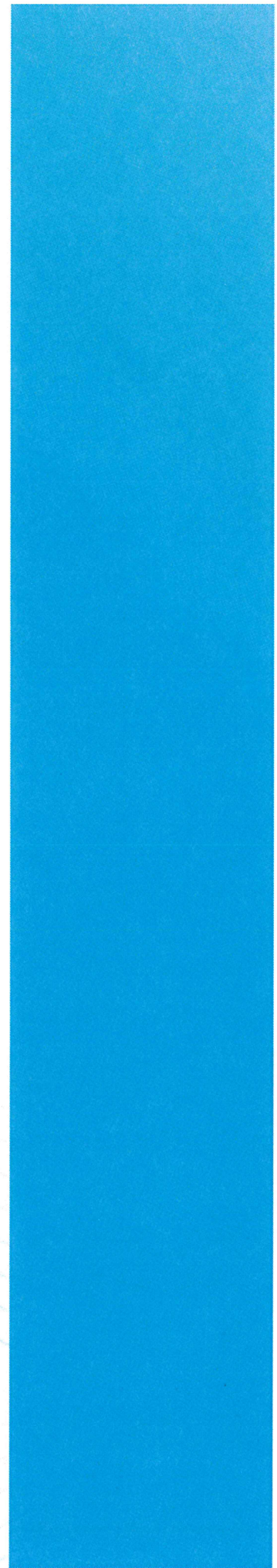
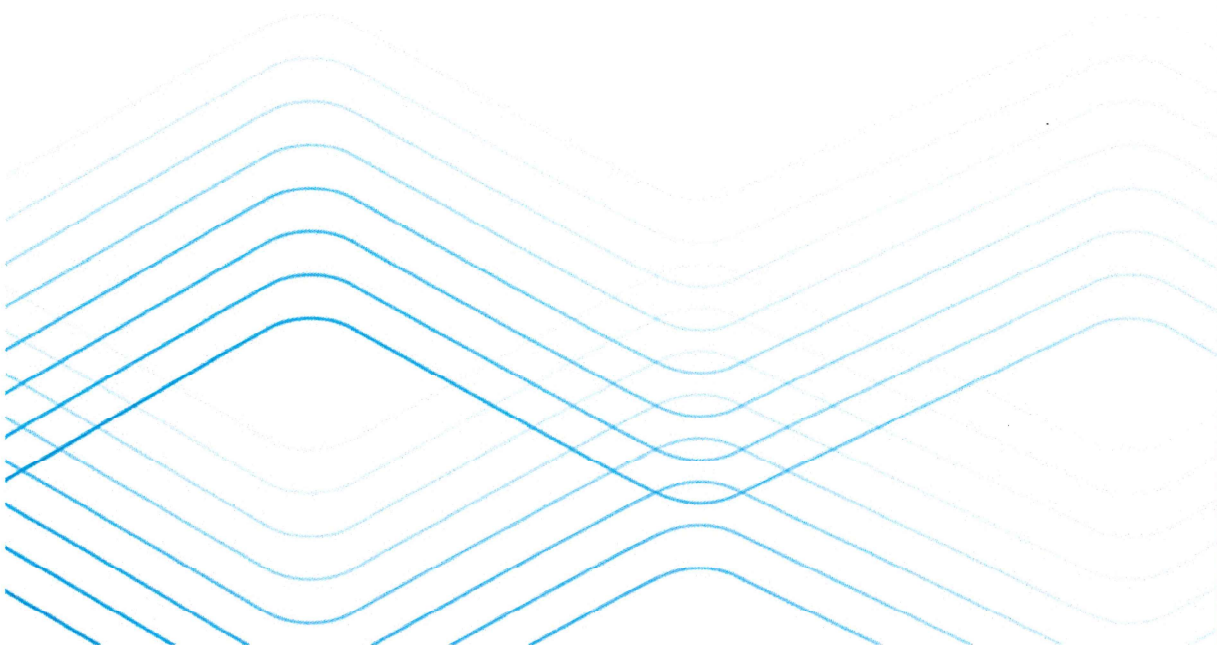


Marsh McLennan
Agency

Fresno Unified School District

Client Services Fee Agreement

Effective Date: April 1, 2024



This Client Services Fee Agreement ("Agreement") is entered into this 1st day of April, 2024 ("**Effective Date**") between Fresno Unified School District, located at Tulare & M Streets, Fresno, CA 93721 ("**Client**") and Marsh & McLennan Agency LLC doing business in the State of California as Marsh & McLennan Insurance Agency LLC – CA License 0H18131 ("**Broker**") (collectively, the "**Parties**"), with regional headquarters located at 9171 Towne Centre Drive, Suite 100, San Diego, CA 92122, for the provision of insurance brokerage and related services as enumerated in this Agreement.

1. TERM

The Agreement shall begin April 1, 2024 and end March 31, 2025 ("**Initial Term**"). There shall be no extension of the term without express written consent from all parties.

2. SERVICES

Broker agrees to provide to Client such services as those described herein for the following lines of coverage ("**Services**");

Line Of Coverage	Policy No.*
Automobile/Motor	
General Liability	
Umbrella & Excess Liability	
Workers Compensation/Employers Liability	
Auto Physical Damage	
Property	
Vocational Nursing Program	
Cyber	
*Insurance policy numbers are listed for information only and may be subject to change during the term of the Agreement.	

- Respond to miscellaneous risk management inquiries
- Review leases and contracts upon request for meeting insurance requirements
- Provide workers' compensation claims management
- Handle all aspects of insurance coverage placement
- Prepare insurance summaries
- Prepare insurance binders and certificates
- Present a comprehensive insurance proposal with alternatives
- Conduct regular workers' compensation claim review meetings
- Participate in miscellaneous "special projects" as they arise
- Advise on various insurance and risk management changes, legislative matters and other pertinent industry developments that may affect the insurance program risks
- Review certificates of insurance
- Act as claim advocate
- Conduct an extensive renewal marketing effort each year
- Review policies as issued and make corrections where appropriate
- Coordinate safety / loss control activities of insurance carriers

- Attend safety meetings as needed
- Provide loss prevention and risk control services
- Review unit statistical filings
- Review and analyze workers' compensation loss runs
- Conduct pre-renewal strategy meetings
- Maintain the highest level of marketing expertise and relationships with insurance carriers that will enhance the ability of Broker to obtain competitive and quality insurance products on a timely basis

3. OTHER SERVICES NOT CONSIDERED

This Agreement does not contemplate additional services that may be rendered by Broker to Client which are not described herein, or significant increases in the services rendered by Broker to Client described herein. Client and Broker agree that if such additional services, or increased services, are required, this Agreement will be amended accordingly and Broker shall be entitled to earn a commission for the performance of additional services, or increased services, and/or the Fee identified in Section 4 will be adjusted pursuant to the mutual agreement of both Parties.

4. FEE

Client agrees to pay Broker an annual fee of \$168,000 ("Fee") in twelve (12) equal installments of \$14,000 to be paid on a quarterly basis. The first installment of the Fee shall be due on April 1, 2024. The Fee will be billed by Broker quarterly and invoices shall be payable upon receipt.

5. FEES PRO-RATED UPON TERMINATION

Client acknowledges that the Fee for the Initial Term and every one-year Term thereafter is earned pro-rata of the annual fee upon execution of this Agreement or at the commencement of each Term, and in the event this Agreement is terminated prior to the end of its current Term by the Client, Client will be liable to Broker for the Fee on a pro-rated basis from the effective date to the termination date of the Agreement.

6. INDEPENDENT CONTRACTOR

While in the performance of this Agreement, Broker is an independent contractor and not an officer, agent or employee of Fresno Unified School District.

7. SUCCESSORS & ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors and assigns. Neither party shall sublet, assign or transfer any interest in this Agreement without written consent of Client.

8. AMENDMENT

No modification, amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party to be charged.

9. SEVERABILITY

Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction or by the California Department of Insurance to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions and provisions shall not be affected thereby.

10. CANCELLATION

This Agreement may be terminated at any time by either party, subject to the provisions of Section 5, upon the giving of sixty (60) days advance written notice. In the event Broker is the terminating party, the Fee shall be pro-rated from the Effective Date to the date of termination. Any portion of the pro-rated fee not already paid to Broker shall then be immediately due and payable.

11. COMPENSATION DISCLOSURE

Please see Appendix A for our standard compensation disclosure, which we may update from time to time.

12. BROKER OF RECORD

Client shall appoint Broker as its exclusive insurance broker with respect to Client's insurance requirements for the services provided pursuant to this Agreement. This appointment rescinds all previous appointments, and the authority associated with such appointment shall remain in full force and effect until cancelled in writing. Broker shall not be responsible for any claims, liabilities, injuries, suits and demands and expenses of any kind which may result or arise out of any act or omission of the broker of record previously designated by Client.

13. CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for the accuracy and completeness of all information furnished to Broker and/or insurers, and Client shall sign any required application for insurance. Broker shall not be responsible to verify the accuracy or completeness of any information that Client provides, and Broker shall be entitled to rely on that information. Broker shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that is based on inaccurate or incomplete information provided to Broker. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage. Client agrees that it will review all policy documents provided to it by Broker.

14. DISCLAIMERS

Broker does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Broker shall endeavor to make known to Client. Broker shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Broker does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Broker will not take any action to replace Client's insurers unless Client instructs Broker to do so. Client acknowledges that, in performing services hereunder, Broker and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law. Any reports or advice provided by Broker should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Broker recommends that Client seek its own advice on such matters from professional accounting, legal, regulatory and tax advisors.

Broker will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to Broker's engagement.

Broker may provide to Client information and services related to insurance regulatory and insurance tax issues relating to Client's insurance program. Any reports or advice provided by Broker will be based on publicly available information and Broker's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Broker recommends that Client seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

Broker may provide Client with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Broker is inaccurate or incomplete or should change, the Modeling and Analytics provided by Broker could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Broker. They are provided solely for Client's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Broker shall have no liability to any third party in connection with these services or to Client with regard to any services performed or provided by a third party. Except to Client's insurers in connection with the placement of coverage by Broker, Client shall not share any of Broker's Modeling and Analytics work product with a third party without Broker's prior written consent.

15. INDEMNIFICATION

Client shall indemnify, defend and hold Broker harmless from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees, and costs caused by, resulting from or arising from the negligent acts or omissions of Client, its representatives, employees, and officers.

Broker shall indemnify, defend and hold Client harmless from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees, and costs caused by, resulting from or arising from the negligent acts or omissions of Broker, its representatives, employees, and officers.

16. LIMITATION OF LIABILITY

In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Broker or its affiliates. The aggregate liability of Broker, its affiliates and its and their employees to Client or its affiliates arising out of or relating to the provision of services by Broker or its affiliates shall not exceed \$10,000,000.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

18. ARBITRATION

Each party to this Agreement, on behalf of itself and its affiliates, agrees that any dispute, claim or controversy arising out of or relating to this Agreement or the provision of services by Broker or its affiliates shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted by a panel of three arbitrators, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. Each of the arbitrators shall have at least fifteen years of insurance industry experience. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.

19. MISCELLANEOUS

Any notice provided pursuant to this Agreement shall be in writing and must be sent postage pre-paid, certified U.S. mail, return receipt requested, or delivered by overnight commercial courier, and shall be deemed given upon receipt. All notices shall be addressed to the applicable party at its respective address first set forth above or such other address as may be designated on notice to the other party pursuant hereto. This Agreement may be

executed and delivered in several counterparts and transmitted by facsimile, a copy of which shall constitute the same as an original.

20. INSURANCE

Broker agrees to provide and to maintain in effect at all times during the term of the Agreement, at Broker's sole expense, the following insurance coverage to protect itself from liability which may arise out of or result from the Services provided by or operations of Broker under this Agreement.

- (a) Commercial General Liability Insurance written on an occurrence form including coverage from bodily injury, property damage, products and completed operations, personal injury and advertising injury with limits of \$3,000,000 per occurrence, and \$6,000,000 aggregate. The policy shall include Client, its subsidiaries, directors, officers, and employees as additional insured with respect to their vicarious liability arising from Broker's provision of Services pursuant to this Agreement.
- (b) Professional Liability/Errors and Omissions coverage at \$10,000,000 per claim. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be endeavored to be maintained for a period of at least three (3) years after the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Client Services Fee Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

Approved As To Form:



3/5/2024

Stacey Sandoval, Executive Director
Risk Management

MARSH & MCLENNAN AGENCY LLC

a Delaware limited liability company

By: 
589A2D9E57244F1...

Name: Michael Bailey

Title: Managing Director, Principal

Date: 3/4/2024 | 19:17 CST

Appendix A

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

[v2022-09]

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Grant Application to the California Department of Food and Agriculture 2023/24 California Farm to School Incubator Grant Program

ITEM DESCRIPTION: It is recommended the Board approve the submission of the grant application to the California Department of Food and Agriculture (CDFA) 2023/24 California Farm to School Incubator Grant Program.

The purpose of the California Farm to School Incubator Grant Program is to support programs that cultivate equity, nurture students, build climate resilience, and create scalable and sustainable change. The program is in alignment with the CDFA's California Agricultural Vision, the goals include better health and wellbeing, a healthier planet, ensuring thriving communities in the state, ensuring connections between farmers and the consuming public, and ensuring that a diverse set of agriculture entities are thriving.

The district proposes increased capacity for Farm to School coordination and events for students and staff. The district will procure new and whole/minimally processed California grown or produced foods. The district will search out local farmers that practice climate smart agriculture practices which aligns with Resolution 21-02 to promote local participation in procurement of food products for the district's student meal program.

FINANCIAL SUMMARY: The grant will provide up to \$1,000,000 over a two-year period. No district match is required.

PREPARED BY: Amanda Harvey

DIVISION: Operational Services

PHONE NUMBER: 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: March 20, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Property, Liability, and Cyber Insurance for 2024/25

ITEM DESCRIPTION: Included in the Board binders is a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage. Due for renewal is coverage related to property, general liability, designated lessees, excess liability, cyber and professional liability requirements. The policy period will extend from April 01, 2024, through March 31, 2025.

Annually the district utilizes its broker to conduct a marketing effort for all lines of coverage.

The district's current property policy provides coverage for property losses up to the limits of the district's statement of values. The district currently insures property/assets valued at approximately \$2.2 billion. The annual premium payment is subject to change dependent upon new construction/modernization projects completed during the policy year, on a pro-rata basis. The 2023/24 premium increase for property coverage is due to the multi-year loss experience of property insurers, resulting in increasing coverage rates. The effects of hurricanes and wildfires losses have been significant for insurers. The increase is further driven by the type of building construction, building material/replacement costs and additional square footage due to new construction and/or modernization of district facilities.

The annual premium for general liability and excess liability coverage is increasing. This cost increase stems from an increase in claims across the general liability and excess liability markets in California, combined with the district's loss history. Generally, the insurance marketplace is restricting coverage and capacity due to increased litigation, large awards, and claims arising from large auto fleets, employee misconduct and traumatic brain incidents. Pandemic related uncertainty continues to have an impact as well.

Over the past year, the cyber market has continued to experience significant increases in cyber extortion events and the loss amount related to them. With insurers wanting to manage their loss for this challenging environment, underwriters are scrutinizing client security protocols.

Staff recommend placing the 2024/25 coverage with an expected increase in cost. Actual placement will be clarified with the Board on or before March 15, 2024.

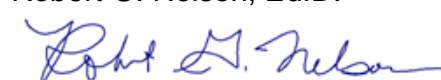
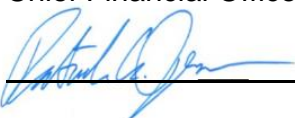
FINANCIAL SUMMARY: Sufficient funds are available in the district's Liability Internal Service Fund.

PREPARED BY: Stacey Sandoval

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
PREMIUM COMPARISON 2024-25 (April-March)

Coverages	Coverage Limits		Premiums		Coverage Detail
	2023-2024 Limits	2024-2025 Limits	2023-2024 Premiums	2024-2025 Limits	
GL/Legal Liab/ Auto Liab	\$1,000,000 SIR \$1,500,000 Molestation SIR \$5,000,000 per Occurrence \$5,000,000 Aggregate	\$1,000,000 SIR \$1,500,000 Molestation SIR \$5,000,000 per Occurrence \$5,000,000 Aggregate	\$1,412,999 Safety National (GL & AUTO)	\$1,577,999 Safety National (GL & AUTO)	<u>General Liability</u> - third-party related accidents, injuries, property damage; Personal and advertising injury. <u>Auto Liability</u> - bodily injury and property damage to third parties as a result of an automobile accident <u>Legal liability</u> - HR related claims (wrongful termination, harassment, discrimination, failure to follow IEPs, FERPA, Title IX, etc)
Excess Layer 1	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$696,445 Munich Re/Princeton	\$748,274 Munich Re/Princeton	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
Excess Layer 2 (Last level Sexual Abuse/Sexual Molestation Coverage)	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$479,787 Lexington Insurance Company	\$515,900 Lexington Insurance Company	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
Excess Layer 3	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$283,745 Evanston Insurance Company	\$376,607 Evanston Insurance Company	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
Excess Layer 4	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$5,000,000 per Occurrence \$5,000,000 Aggregate	\$219,774 Starstone Insurance Company	\$263,109 Starstone Insurance Company	Additional coverage above limits for General Liability, Auto Liability, Legal Liability
TOTAL LIMITS	\$25,000,000	\$25,000,000			
Designated Lessees	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Deductible: \$5,000	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Deductible: \$5,000	\$17,539 Mt. Hawley Ins. Co.	\$17,714 Mt. Hawley Ins. Co.	General liability or lessees or renters of district facilities
Property	Building Limit \$2,262,273,072 Deductible: \$250,000 Policy Limit: \$100,000,000	Building Limit \$2,426,037,436 Deductible: \$250,000 Policy Limit: \$100,000,000	\$1,244,150 Travelers Property Casualty	\$1,466,550 Travelers Property Casualty	Protects school district's physical assets from fire, explosions, burst pipes, theft, and nature disaster (does not include flood and earthquakes). Covers replacement costs of property.
Auto Physical Damage	Bus & Vehicle Fleet Total Insured Value: \$18,202,749 SIR: \$250,000	Bus & Vehicle Fleet Total Insured Value: \$19,929,544 SIR: \$250,000	\$17,794 Hanover Insurance Company	\$20,328 Hanover Insurance Company	Physical damage coverage to District's fleet (vehicle and busses)

Cyber	\$5,000,000 Policy Aggregate \$250,000 Retention	\$5,000,000 Policy Aggregate \$250,000 Retention	\$154,770 Beazley/Lloyds	\$154,770 Beazley/Lloyds	Direct loss and out of pocket expense for insured - loss of income, forensic expenses, restoration of corrupted data, credit monitoring, public relations, investigations, negotiations and payments of ransoms demanded Third-party coverage defense and liability costs included
Cyber Excess	\$5,000,000 Policy Aggregate	\$5,000,000 Policy Aggregate		\$92,862 Homeland	Additional coverage above limits for cyber
Crime	\$250,000 Employee Theft \$10,000 Retention	\$250,000 Employee Theft \$10,000 Retention	\$5,294 National Union Fire (AIG)	\$5,294 National Union Fire (AIG)	Employee dishonesty coverage for stolen property or money
Professional	\$1,000,000 Each Occurrence \$3,000,000 Aggregate \$2,500 Retention	\$1,000,000 Each Occurrence \$3,000,000 Aggregate \$2,500 Retention	\$17,275 Evanston	\$17,275 Evanston	Coverage for medical programs for FUSD students (Doctor's Academy, Nursing Services, Pharmacy Technician) and college psychology interns working under the supervision of school psychologists

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-13

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-25, Education Center Board Room Remodel

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-25, Education Center Board Room Remodel. The project includes partial remodeling of the first and second floors. The first floor expansion will include the addition of office spaces, four conference rooms, a breakroom, a restroom, and security improvements replacing the former post office. There will be new accessible entrances with exterior ramps along Tulare Street. The second floor partial remodel will consist of the Board Room, and will include replacement of the raised dias, a new audio/visual system, and accommodations for Board Room meeting overflow to provide additional access to the public.

The request for bids was lawfully advertised on December 11, 2023. Notifications were sent to 217 firms plus five construction trade publications, and the district received six responses. Bids were opened on January 23, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Swinerton Builders (Fresno, California) \$4,601,000.

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

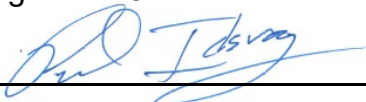
FINANCIAL SUMMARY: Sufficient funds in the amount of \$4,601,000 are available in the General Fund.

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. 24-25, EDUCATION CENTER BOARD ROOM REMODEL

Bid Opening Date: January 30, 2024 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 MODERNIZE LOBBY CONSTITUENT SERVICES BOARD ROOM	ALLOWANCE 1 CONCRETE REPAIR	ALLOWANCE 2 PLUMBING OR MECHANICAL REPAIRS	ALLOWANCE 3 UTILITY RELOCATION	ALLOWANCE 4 ADDITIONAL ABATEMENT	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Swinerton Builders	Fresno	\$4,446,000	\$40,000	\$70,000	\$20,000	\$25,000	\$4,601,000	\$4,601,000
Davis Moreno Construction, Inc.	Fresno	\$5,164,467	\$40,000	\$70,000	\$20,000	\$25,000	\$5,319,467	
Katch Environmental, Inc.	Fresno	\$5,253,000	\$40,000	\$70,000	\$20,000	\$25,000	\$5,408,000	
Ardent General, Inc.	Fresno	\$5,500,000	\$40,000	\$70,000	\$20,000	\$25,000	\$5,655,000	
Marko Construction Group, Inc.	Fresno	\$4,903,000	\$40,000	\$70,000	\$20,000	\$25,000	\$5,058,000	
Better Enterprises, Inc.	Fresno	\$5,045,000	\$40,000	\$70,000	\$20,000	\$25,000	\$5,200,000	

Low bid determined by Base Bid.

The bid includes allowances for specified work performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of \$4,601,000 to Swinerton Builders, the lowest responsive, responsible bidder for the Base Bid and Allowances.

In accordance with Public Contract Code 5101, staff recommends Better Enterprises, Inc. be relieved of bid for clerical error made in calculating the Base Bid.

In accordance with Public Contract Code 20111, staff recommends Marko Construction Group, Inc. bid as non-responsive due to listing a subcontractor for Fire Sprinklers which was not pre-qualified as required per bid documents.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-43, Education Center Annex Interior Finish Upgrades

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-43, Education Center Annex Interior Finish Upgrades. The project consists of break room remodel, flooring abatement, carpet, ceiling tiles, and window shade replacement on the first and second floors.

The request for bids was lawfully advertised on January 17, 2024. Notifications were sent to 227 firms plus five construction trade publications, and the district received four responses. Bids were opened on February 06, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) \$ 659,100.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$659,100 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. 24-43, EDUCATION CENTER ANNEX INTERIOR FINISH UPGRADES

Bid Opening Date: February 06th, 2024 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	ANNEX INTERIOR FINISH UPGRADES BASE BID 1	EARLY LEARNING CARPET AND PAINT ADD ALT. 1	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Better Enterprises, Inc.	Fresno	\$495,000	\$164,100	\$659,100	\$659,100
All About Building, Inc.	Antelope	\$707,000	\$151,000	\$858,000	
Todd D. Phillips, Inc. dba Buildings Unlimited	Madera	\$700,000	\$193,000	\$893,000	
Fortune-Ratliff General Contractors, Inc.	Fresno	\$756,306	\$146,600	\$902,906	

Low bid determined by Base Bid plus Add Alternate item.

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the district to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of \$659,100 to Better Enterprises, Inc. the lowest responsive, responsible bidder for the Base Bid and Add Alternate.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-15

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-44, Edison High School South Administration Building Remodel

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-44, Edison High School South Administration Building Remodel. The project consists of creating five permanent office spaces in the South Administration building for staff and student support with new finishes.

The request for bids was lawfully advertised on January 26 and 31, 2024. Notifications were sent to 233 firms plus five construction trade publications, and the district received one response. Bids were opened on February 20, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) \$280,175.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$280,175 are available in the Elementary and Secondary School Emergency Relief III Federal 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. 24-44, EDISON HIGH SCHOOL SOUTH ADMINISTRATION BUILDING REMODEL

Bid Opening Date: February 20, 2024 prior to 1:30 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
Better Enterprises, Inc.	Fresno	\$280,175

Low bid determined by Base Bid.

Staff recommends award of \$280,175 to Better Enterprises, Inc. the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-16

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive,)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Request for Proposals 24-29, Waste Management Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 24-29, Waste Management Services for all district schools and central office sites. Solid Waste Disposal is collected Monday through Saturday; Recycling is collected one to five times weekly depending on need; and new Organic Waste Disposal services will be collected twice per week. The addition of Organic Waste services brings the district into compliance with SB1383 and also includes student engagement opportunities and educational material to increase environmental efficacy and responsibility. The agreement term begins July 01, 2024, through June 30, 2027, with the option of two one-year renewals.

The request for proposals was lawfully advertised on November 24, 2023, and December 01, 2023. Notifications were sent out to 11 vendors who registered to join our Bidders List and the district received three responses. Proposals were opened January 09, 2024. Evaluation of proposals were based on criteria including experience/past performance, compliance with RFP requirements, service specifications, ability to meet schedule, and pricing. The evaluation panel, comprised of department administrators of the Fresno Unified Operations and Environmental Services Department, recommends award to the best value proposal:

Republic Services of Fresno (Fresno, CA) Estimated Annual Waste Disposal	\$1,044,718.
Republic Services of Fresno (Fresno, CA) Estimated Annual Recycling Services	\$518,788.
Republic Services of Fresno (Fresno, CA) Estimated Annual Organic Disposal	\$280,142.

Total Contract Amount, Estimated Annual \$1,843,648.

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

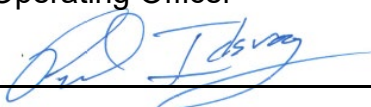
FINANCIAL SUMMARY: Sufficient funds will be available in the Operations and Environmental Services General Fund Budget.

PREPARED BY: Ann Loorz

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

CABINET APPROVAL: Paul Idsvoog,
Chief Operating Officer

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



FRESNO UNIFIED SCHOOL DISTRICT
PROPOSAL SCORING SUMMARY
REQUEST FOR PROPOSALS NO. 24-29, WASTE MANAGEMENT SERVICES

Proposal Due Date: January 09, 2024 prior to 2:01 P.M.

Buyer: Natalya Tsytsyna

CONTRACTOR	CITY	Waste Disposal Proposal Ranking	Organic Disposal Proposal Ranking	Recycling Services Proposal Ranking
Allied Waste Services of North America, LLC dba Republic Services of Fresno	Fresno	1	1	1
Industrial Waste and Salvage	Fresno	2	2	2
Waste Management	Fresno	3	3	3

Award of contract(s) to the firm(s) with the best valued proposal(s), either by section or any combination of sections
Best Value was determined by the highest scoring proposal per section during the committee's evaluation.

Staff recommends award of \$1,843,647.74 to Allied Waste Services of North America, LLC dba Republic Services of Fresno, the
best valued proposal for all sections.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-17

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Request for Proposal 24-53, Cellular Data Services for School Bus Connectivity

ITEM DESCRIPTION: Included for Board consideration and approval is information on Request for Proposal (RFP) 24-53, Cellular Data Services for School Bus Connectivity to purchase unlimited cellular data services to provide connectivity of district school buses to the internet. This RFP includes monthly service that can be cancelled at any time and the pricing is valid for five years. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district.

The request for proposals was lawfully advertised on January 31, 2024, and February 07, 2024, and posted on the Universal Service Administrative Company (USAC) website on January 31, 2024 per Federal Communication Commission rules. Proposals were opened on February 29, 2024. Notifications were sent to 207 vendors, and the district received six responses. Based on extensive review, staff recommends award to the best value vendor:

Kajeet, Inc. (McLean, VA) \$176,490.

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

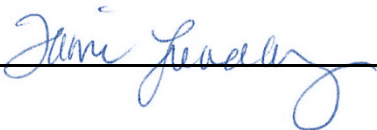
FINANCIAL SUMMARY: E-Rate Eligible services is expected to be \$176,490. The District's portion at 10% should be \$17,649 and will be covered through the Information Technology Department E-Rate Fund and \$158,841 should be provided through the Federal E-Rate Program.

PREPARED BY: Philip Neufeld

DIVISION: Information Technology
PHONE NUMBER: (559) 457-3560

CABINET APPROVAL: Tamara Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL
Robert G. Nelson, Ed.D.





Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-18

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 23-05S, Student Mentoring Services

ITEM DESCRIPTION: It is recommended the Board approve Request for Qualifications (RFQ) 23-05S, Student Mentoring Services, to add supplemental vendors to the qualified pool. The Board approved the RFQ on February 22, 2023, to provide student mentoring services on an as needed basis starting July 01, 2023. The agreement term will be effective upon Board approval through June 30, 2026, with the option of up to two one-year renewals for a maximum end date of June 30, 2028.

These current vendor designations result from the need for additional vendor submittals. The supplemental round closed on December 07, 2023, and all vendor designations are consistent with the evaluation and selection process set forth in the original RFQ.

As outlined in the RFQ, student mentoring services target students struggling with grades, attendance, behavior, and school connectedness. The Department of Prevention and Intervention and school sites will monitor the impact of vendor services using student outcome data such as increase in attendance, decrease in behavior incidents and/or suspensions, increase of school connectedness, and decrease of D's and F's.

Approval is recommended for these additional vendors as follows:

Community Reach Partnership (Fresno, CA) Encourage Tomorrow (Fresno, CA)
Generation Changers Title I Community Development Center Inc. (Fresno, CA)
On Ramps Economic Development Corporation (Fresno, CA)
Rare Breed Sports, Inc. (Fresno, CA) Stop the Violence – Fresno (Fresno, CA) Truly Reviving Our Youth (Fresno, CA)

The vendors proposed bids ranging from \$4,500 to \$75,000 per mentor annually. Purchase orders for services provided by approved vendors are presented to the Board for ratification on monthly reports. The RFQ, vendor proposals and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,500,000 (estimated amount) are available through site budgets and Prevention and Intervention.


PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, and Inclusion

PHONE NUMBER: (559) 457-3471

CABINET APPROVAL: Carlos Castillo, Ed.D.,
Chief of Diversity, Equity and Inclusion

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


Carlos Castillo (Mar 1, 2024 12:42 PST)



Student Mentoring Services

Vendor	Description	Measure
Community Reach Partnership	Provide comprehensive mentoring services (one-on-one and group mentoring).	<ul style="list-style-type: none"> • Reduce the frequency of Office Discipline Referrals (ODR) and/or suspensions for students with preservice misbehaviors. <ul style="list-style-type: none"> ○ Maintain if no ODRs or suspensions preservice. • Increase student daily attendance percentage by a minimum of 2 percentage points for students below 93%. <ul style="list-style-type: none"> ○ Maintain or improve daily attendance percentage for students with a daily attendance rate of 93% or above. • 85% of students will respond favorably to student perception of school-connected questions on the Hybrid Student Climate and Culture Survey.
Generation Changers		
On Ramps Economic Development Corporation		
Rare Breed Sports		
Stop the Violence-Fresno		
Truly Reviving Our Youth		
Encourage Tomorrow		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Fiscal Year 2024/25 Transportation Services Plan

ITEM DESCRIPTION: Included in the Board binders is information on the Fiscal Year 2024/25 Transportation Services Plan and revenue calculations developed in accordance with Education Code Sections 39800.1 and 41850.1. The Transportation Services Plan is required as a condition of apportionment which is based on reported transportation expenditures. The plan must be adopted by the district's governing board on or before April 01, 2024, and does not need to be submitted to California Department of Education. The plan adoption will be checked in the district's annual audit.

There is no opt-out mechanism provided in statute; all Local Education Agencies (LEAs) eligible for the funding based on the allocation formula in statute will be apportioned funds. LEAs that choose not to develop a Transportation Services Plan will have an audit finding and a corresponding reversal of funding.

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

PREPARED BY: Paul Rosencrans

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
Transportation Plan
FY2024-2025

Board Approval Date: 3/20/24

Introduction

The Transportation Department is accountable for improving student achievement by effectively managing; planning, organizing, controlling, and directing the transportation services of the District to provide timely delivery of high-quality services to students, staff, sites, and departments; and administering District transportation policies.

This Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1. The transportation services plan is required as a condition of apportionment, which is based on reported transportation expenditures. The plan must be adopted by the school district's governing board on or before April 1, 2024, and does not need to be submitted to CDE. The plan adoption will be checked in the Local Educational Agency (LEA) annual audit.

CDE is not planning to publish a plan template as there is no specific required format. The LEAs have the flexibility to format the plan as they see fit to match their needs as long as it incorporates all of the required elements in required in the statute.

There is no opt-out mechanism provided in the statute, All LEAs eligible for the funding based on the allocation formula in the statute will be apportioned funds. LEAs that chose not to develop a transportation services plan will have an audit finding and a corresponding reversal of funding.

Fresno Unified School District
Transportation Plan
FY2024-2025

Table of Contents

Section 1: Refine and maintain new systems: Transportation leadership has been tasked with, maintaining positive labor relations, implementing the new Transportation Management software programs, filling all vacancies with qualified School Bus drivers, and implementing a plan to add electric school buses to the fleet.

Section 2: Description of services accessible to pupils with disabilities, and homeless children

Section 3: Description of how unduplicated pupils can access home-to-school transportation at no cost to the pupils

Section 4: Consultations: The plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders

Section 5: Existing Transportation Plan as required by EC 39831.3 (typically Board Policy or Administrative Regulation)

Section 6: District Data & Revenue calculations

Fresno Unified School District
Transportation Plan
FY2024-2025

Section 1: Refine and maintain new systems

Transportation leadership has been tasked with, maintaining positive labor relations, implementing the new Transportation Management software programs, filling all vacancies with qualified School Bus drivers, and implementing a plan to add electric school buses to the fleet.

Maintaining Positive Labor Relations

Working closely with SEIU has yielded positive results and helped build trust. The Routing committee will continue to hold regular meetings to plan for next year and adjust routes, as needs are identified. Consideration will be given to the length of routes, frequency of routes, and ability to stay on time with current resources.

Transportation plans to continue offering additional professional development opportunities such as:

- Inclusivity sensitivity and awareness training
- Wheelchair procedures
- Behind the Wheel Trainer Certification
- Relief Drivers will be crossed trained as Dispatchers. On a rotating basis and when staffing allows, Relief Drivers will be called in for approximately 2-3 hours per day for one week at a time.
- Stress Management for School Bus Drivers
- Student Behavior Management Skills

The newly formed Sunshine committee has had a busy 23/24 and planned monthly appreciation events to help build driver's morale. In 23/24 drivers were presented with years of service pins at our annual winter send off. The pins were very well received, and many drivers wear them daily. In 24/25 Transportation is hoping to establish this and other traditions that drivers can look forward to each year. Transportation will continue to support the monthly events with logistics and funds.

Implementing the new Transportation Management software programs

Bushive

Both parent and administrator survey results indicated the need to improve communication between parents and schools. Bushive will be used to streamline and improve communications.

The current field trip program is outdated and slow. With as many as 75 trips going out per day at peak times of the year, the district needs a solution that could keep up with the demand while addressing end user's top priorities. After evaluating many field trip request programs, the Bushive trip software was selected for implementation. Bushive software provides a robust system with automated features and customization. To make the process more efficient, the district selected a trip management solution that would save time and improve coordination among the schools and the transportation department. The system is intuitive, making it easy to use for many staff members within the district.

Fresno Unified School District
Transportation Plan
FY2024-2025

The BusHive field trip platform is highly customizable, and boasts a full suite of features, including:

- Improved communications by providing teachers with direct access to all approvals, and notes for their individual trips and requests.
- Allowing for the building of custom reports.
- Online field trip request forms and approval paths.
- Historical records of the field trip approval process.
- District blackout dates for holidays, testing, and more based on bus availability.
- Bus driver rotation setup and driver sign-up forms.
- Dispatch calendar with color-coordinated scheduling software.
- Printable field trip itineraries for drivers, with directions.
- Invoicing and cost tracking.

Tyler/Traversa

To ensure the safe transport of every student, peace of mind for parents, and efficiency for the Transportation Department a new simple to use, yet comprehensive, transportation management software solution is targeted for a 2024/2025 implementation. The new solution will include an app that will allow parents to easily track the location of the school bus helping them prepare to drop off or pick up their children from the bus stop.

The system will:

- Provide a modern routing solution to create and optimize routes
- Track required pre- and post-trip bus inspections
- On-board guidance and navigation will provide drivers with turn-by-turn directions to each stop on their route
- Streamline employee timekeeping
- Provide drivers access to assigned routes
- Send messages from managers & dispatch to drivers
- Reduces distractions caused by paper route sheets
- Integrated mobile apps let parents know when to expect the bus at their stop, reducing the number of calls to the district and freeing up staff time

Fill all Vacancies with Qualified School Bus Drivers

Transportation met FY23/24 goals to build a strong training and compliance team. We currently have two Supervisor (Trainers), one Driver Trainer, and two Delegated Behind the Wheel Trainers. A data dashboard was created in FY23/24. Information as of 2/26/24 indicates that we may fill all vacancies by the start of the school year in FY24/25.

Fresno Unified School District
Transportation Plan
FY2024-2025

Transportation Data Report

Year to Date: 7/1/23 – 2/28/24

Driver Report Year to Date: 7/1/23 – 2/28/24	Total
Driver Vacancies as of 6/30/2023	15
Driver Vacancies due to Promotions/Retirement	1
Driver Vacancies due to resignations	3
New Hires	10
Current Vacancies	9

Current Training Stats as of: 2/28/24	Total
HR Processing (Fingerprints / TB test)	8
Behind The Wheel Training	4
Completed BTW / Waiting for CHP Test	1
Total Number of Potential New Hires	13

Implementing a plan to add electric school buses to the fleet

The following five-year plan for electric school buses was developed in FY23/24

2024 – 6 School Buses	2 (120kW) ABB Terra 124 chargers 4 (60kW) dual Port chargers
2025 – 2 School Buses	1 (60kW) dual Port charger
2026 – 2 School Buses	1 (60kW) dual Port charger
2027 – 2 School Buses, 2 Trucks	2 (60kW) dual Port charger
2028 – 2 School Buses, 1 Truck	1 (60kW) dual Port charger, 1 (30kW) single Port charger

On February 8, 2023, The Board of Education Adopted resolution 23-13, authorizing the submittal of grant applications to the San Joaquin Valley Air Pollution Control District for the, (1) School Air Filtration Program and (2) Electric School Bus Incentive Program funded from the Community Emission Reduction Program for South Central Fresno; and (3) Zero Emission School Bus Infrastructure Program to support the new electric buses; and authorizing execution of grant agreements to implement projects.

The California Air Resources Board (CARB established the Community Air Protection Program to implement AB 617 which requires new community-focused actions to reduce air pollution and improve public health in communities that experience disproportionate burdens from exposure to air pollutants.

Fresno Unified School District
Transportation Plan
FY2024-2025

- CARB selected South Central Fresno for an AB 617 Community Emissions Reduction Program.
- The San Joaquin Valley Air Pollution Control District (SJVAPCD), in consultation with a community steering committee, developed the Community Emissions Reduction Program (CERP) to reduce exposure to air pollution in South Central Fresno establishing AB 617 funding.
 1. The School Air Filtration Program will provide \$658,985 for the procurement of standalone air purifier systems to deploy in Fresno Unified schools restricted within AB 617 South Central Fresno boundaries.
 2. The Electric School Bus Incentive Program will provide \$4,500,000 to replace old school buses with new electric buses. The application requests CERP funds to procure up to 10 electric school buses.
 3. The Zero Emission School Bus Infrastructure Program is estimated to provide up to \$1,000,000 towards electric infrastructure and fast charger equipment essential to maintain daily routes, school trips, and reliable Transportation Operations in South Central Fresno.

Section 2 : Description of services accessible to pupils with disabilities, homeless children

The district contracts with First Student for transportation of students with disabilities. First Student is one of the largest providers of special education transportation services in North America. The company invests heavily in special training and equipment to safely transport students with special needs.

When the service was competitively bid in 2016, First Student was the only bidder. Due to the significant capital and other start-up costs of student transportation services, it is not typical that multiple vendors would be available in one area. California Education Code section 39803 provides authority for school districts to renew agreements for pupil transportation services. To provide long-term stability and certainty to both parties the contract has been extended for an additional period of five years, effective August 11, 2021, through July 31, 2026.

First Student performs door-to-door pickups and serves students from various areas across the district. For context, we currently have 74 general education routes vs. 142 special education routes.

We will continue working with our vendor “First Student” to utilize approved vans, minivans, SUVs, and sedans to augment and support current Special Ed transportation services. This program has improved arrival time and reduced individual student ride time by as much as one hour. This model has been successfully implemented nationwide and with other California school districts. Vehicles and their drivers must meet all First Student, State, Local, and District requirements before they can service trips, including background checks, drug testing and extensive behavioral training.

Fresno Unified School District
Transportation Plan
FY2024-2025

Transportation works with Project Access to ensure that homeless children have access to their home school and extracurricular activities. A goal for FY24/25 will be to add a route that will serve both The Mission and Poverello House.

Section 3: Description of how unduplicated pupils, will be able to access home-to-school transportation at no cost to the pupils.

2023/24 Local Control and Accountability Plan (LCAP)

As outlined in the district's Local Control and Accountability plan (LCAP), Fresno Unified School District's attendance and chronic absenteeism data indicates that low-income students have lower attendance rates and greater chronic absenteeism as compared to all students. In addition, local data outlined in the LCAP indicates \$2,964,386 (Total Investment) \$1,264,386 (LCFF and Supplemental and Y Final - FCSS Approved 183 low-income students experience lower rates of engagement in arts, activities, and athletics as compared to all students.

The increase of transportation (buses and drivers), low-income students will be provided with more opportunities to be involved in in school and school activities, which will increase student engagement. By decreasing the burden of getting to school or school-related activities, these transportation supports will increase attendance and lower chronic absenteeism. Fresno Unified (1) created a Routing committee of Bus Drivers and Dispatchers to implement new more efficient routes, (2) offered Fresno Area Express (FAX) bus passes at no cost to all high school students that require transportation assistance, (3) ordered 5 new air-conditioned Diesel Buses, & (4) entered a contract for a modern, simple to use, yet comprehensive, transportation management software solution.

Increased transportation (more buses and bus drivers) will provide low-income students with the ability to participate in more school engagement activities (arts, athletics, activities). Based on the increased school activities and input from internal partners, there was a demand for increased transportation services.

Efficient bus routes ensure that low-income students have less barriers to being at school on time and have access to transportation routes that are less lengthy. Adding 5 new buses and offering free FAX bus passes ensures continuation of District-provided bus transportation that is an essential component of enrichment trips which are frequently not available to low-income students. Enrichment trips enable low-income students to experience life outside of their residential area and expose them to ideas and concepts that complement classroom instruction. In addition, exposure to arts, activities and athletics makes school engaging for students, which increases the likelihood that they will attend school. In addition, district funded transportation for field trips and other engagement opportunities ensures that fundraising, which is also challenging for low-income students, is not necessary for students to have experiences outside of the classroom. The transportation management system will include an app that will allow parents to easily track the location of the school bus, helping them prepare to drop off or pick up their children from the bus stop. This is especially Concentration, Contributing to the increased or

Fresno Unified School District
Transportation Plan
FY2024-2025

improved services requirement for low-income, foster youth, and English learner students) \$1,700,000 (Federal Funds) Final - FCSS Approved 184important to parents of Elementary aged students. Targeted for a 2023/2024 implementation, the system will help ensure the safe transport of low-income students, peace of mind for parents, and efficiency for the Transportation Department.

Although we see a decrease in student attendance rates and an increase in chronic absenteeism for low-income students due to the COVID 19 pandemic, Fresno Unified expects that a modern and efficient Transportation Department will result in higher attendance rates and lower chronic absenteeism as well as more participation in arts, activities, and athletics for low-income students.

Section 4: Consultations: The plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders

An annual survey was sent to collect feedback from parents, students, and site staff in February of 2024. Results of the survey will be used to focus our work in FY2024-2025. The survey was conducted through the District's Parent Square. Parent Square is the premier leading school-to-home communications platform for K-12 education. Parent Square is the best fully unified product that engages every family with communications, from the district office to the classroom teacher, all in one place.

The majority of responses indicated that our performance consistently meets or exceeds expectations, reflecting the dedication and proficiency of each member of our team. Through careful analysis of the survey results, we have pinpointed two specific areas that warrant our focused attention as we approach the 24/25 school year. By directing our efforts toward these areas, we aim to bolster our overall effectiveness and ensure an even higher standard of service delivery. The two areas are:

- Improved communication to parents and schools
- Focus on bus management to improve student behavior on buses

663 parents and students responded to the survey.

Who responded to the survey:

- 96% of respondents are parents who have one or more students in different grades
- 87% Elementary
- 34% Middle School
- 37% High School

631 respondents commute to school via:

- 55% by school bus
- 31% by car
- 9% walk to school
- 5% other

Fresno Unified School District
Transportation Plan
FY2024-2025

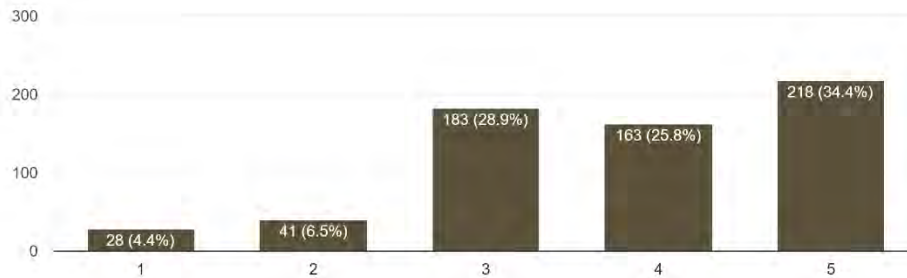
Specific issues encountered with school bus services (respondents can mark multiple issues)

- 40% No issues
- 34% Late arrivals
- 16% Disruptive behavior i.e., bullying, profanity
- 15% Unfriendly driver/staff
- 13% over crowding
- 9% early departures
- 1% other

89% reported we meet or exceed satisfactory with the cleanliness of our buses.

How would you rate the cleanliness of the school buses?

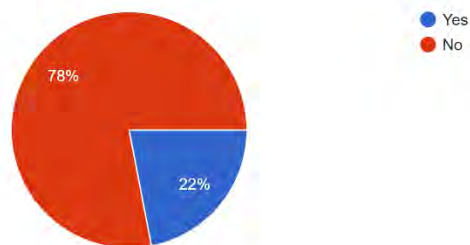
633 responses



78% reported that they have not experienced any safety issues and 22% of respondents have reported experiencing safety issues.

Have you ever experienced any safety concerns while using school transportation?

633 responses

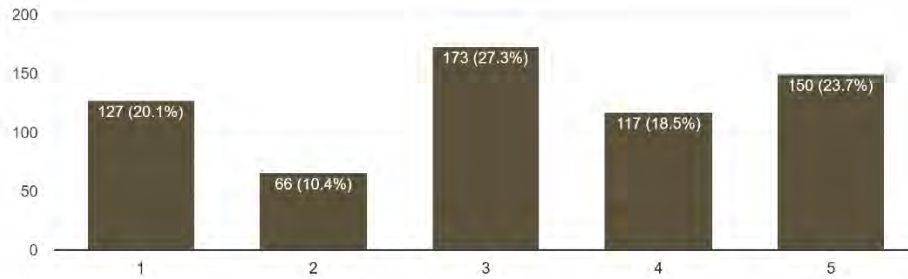


70% reported that we meet or exceed expectations in our communication related to changes and updates.

Fresno Unified School District
Transportation Plan
FY2024-2025

How would you rate the communication regarding changes or updates related to school transportation?

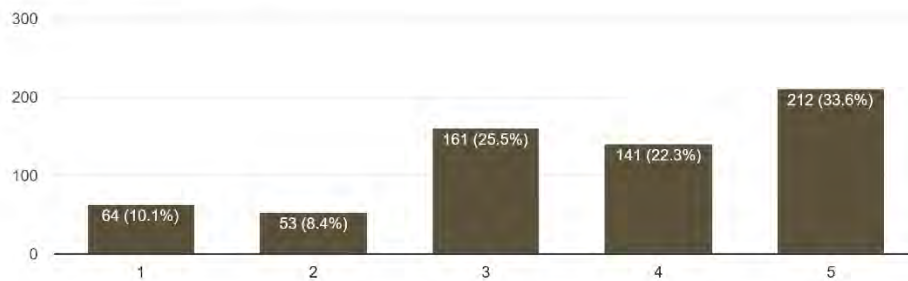
633 responses



81% reported the level of professionalism exhibited by school bus drivers meets or exceeds expectations.

How satisfied are you with the level of professionalism exhibited by school bus drivers in terms of communication and overall conduct?

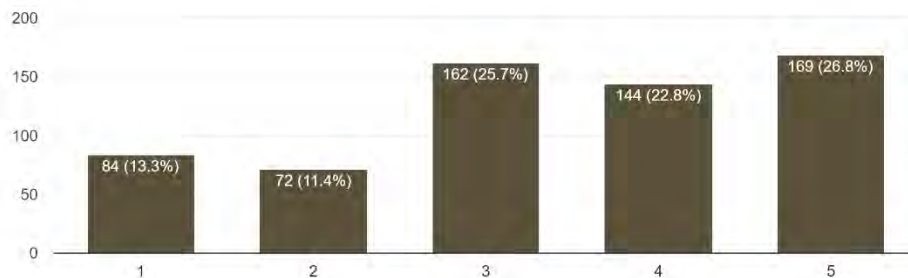
631 responses



75% reported the overall level of school bus punctuality meets or exceeds expectations.

How satisfied are you with the overall level of school bus punctuality?

631 responses

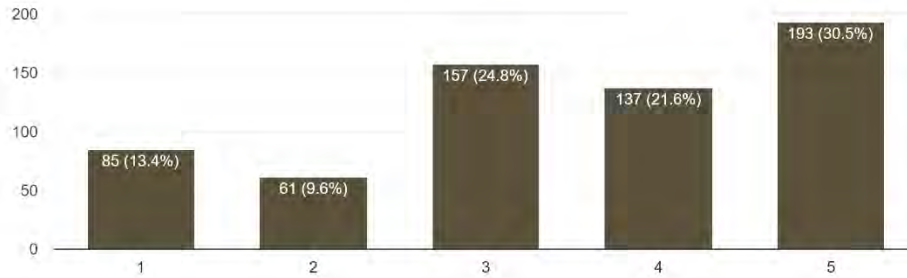


**Fresno Unified School District
Transportation Plan
FY2024-2025**

77% reported the overall satisfaction with school transportation services meets or exceeds expectations.

Overall, how satisfied are you with the school transportation services?

633 responses



A survey was sent to Principals and VP's

12 Administrators responded to the survey

Specific issues encountered with school bus services (respondents can mark multiple issues)

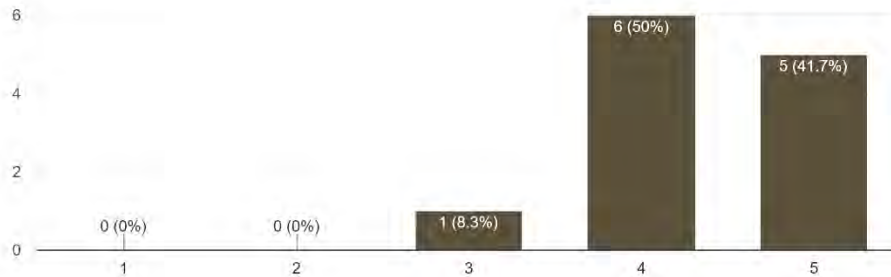
- 0% No issues
- 67% Late arrivals
- 33% Disruptive behavior i.e., bullying, profanity
- 33% Unfriendly driver/staff
- 25% early departures
- 25% other
- 8% over crowding

100% reported we meet or are above satisfactory for the cleanliness of our buses.

Fresno Unified School District
Transportation Plan
FY2024-2025

How would you rate the cleanliness of the school buses?

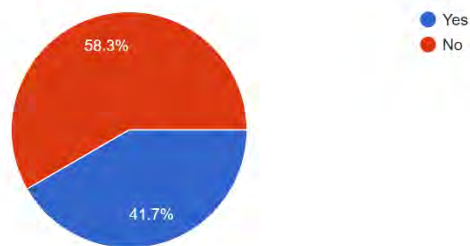
12 responses



58% reported that they have not experienced any safety issues and 42% of respondents have reported experiencing safety issues.

Have you ever experienced any safety concerns while using school transportation?

12 responses

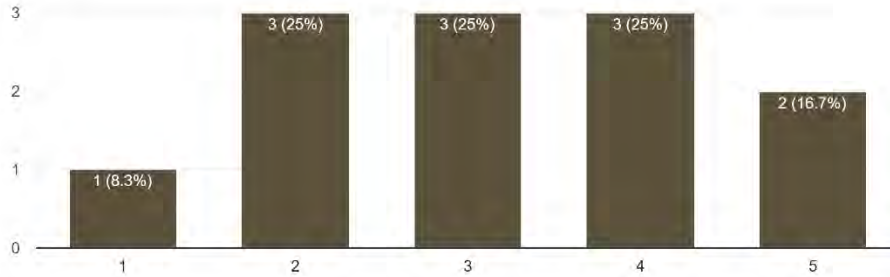


67% reported that we meet or exceed expectations in our communication related to changes and updates.

Fresno Unified School District
Transportation Plan
FY2024-2025

How would you rate the communication regarding changes or updates related to school transportation?

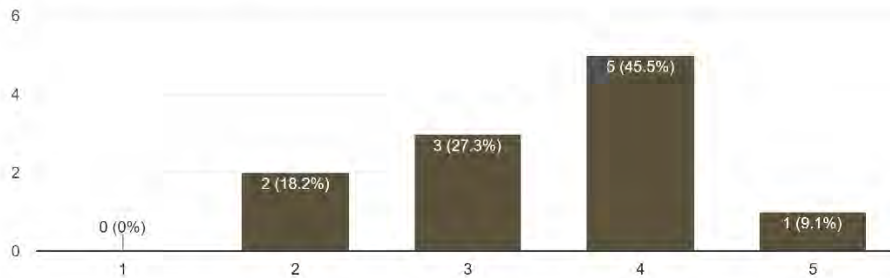
12 responses



82% reported the level of professionalism exhibited by school bus drivers meets or exceeds expectations.

How satisfied are you with the level of professionalism exhibited by school bus drivers in terms of communication and overall conduct?

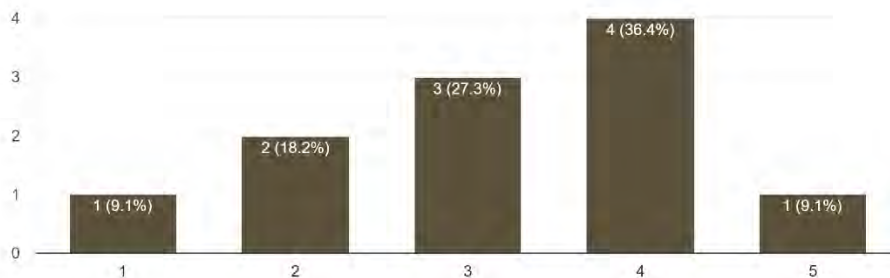
11 responses



73% reported the overall level of school bus punctuality meets or exceeds expectations.

How satisfied are you with the overall level of school bus punctuality?

11 responses

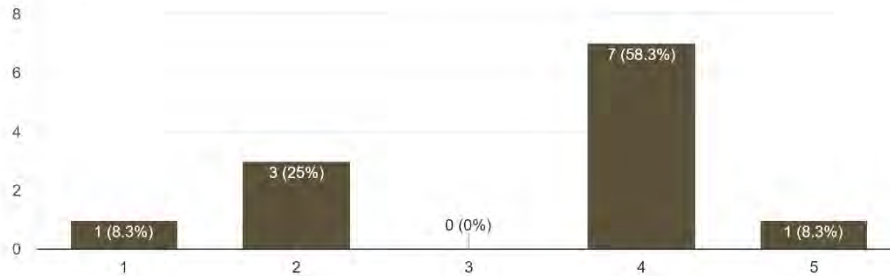


Fresno Unified School District
Transportation Plan
FY2024-2025

67% reported the overall satisfaction with school transportation services meets or exceeds expectations.

Overall, how satisfied are you with the school transportation services?

12 responses



Section 5: Existing Transportation Plan as required by EC 39831.3 (typically Board Policy or Administrative Regulation re: Business and Noninstructional Operations typically AR 3541...)

Description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with a municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students.

Fresno USD | 3000 | BP 3540 Business and Noninstructional Operations
Transportation

The Governing Board provides transportation for eligible students in accordance with Board policy, administrative regulations, and state and federal law. Transportation services shall depend upon student needs and a continuing assessment of financial resources, including district funds and state reimbursements. The goals of district transportation services are: 1. To provide maximum safety for students between home and school and on school-sponsored trips. 2. To promote desirable student behavior and respect for traffic safety. 3. To provide assistance and transportation for handicapped students. 4. To provide transportation for field trips. All school buses shall comply with inspection requirements specified in the Vehicle Code and administered by the California Highway Patrol. The district may contract with a private carrier for transportation services whenever such an arrangement may be more economical than using district-owned or leased vehicles.

Fresno USD | 3000 | BP 3541 Business and Noninstructional Operations
Transportation Routes And Services

Fresno Unified School District
Transportation Plan
FY2024-2025

Students who reside an excessive distance from school and do not live near regularly established municipal bus lines shall be eligible for transportation service to their school of residence in accordance with administrative regulations. Students are eligible for transportation if their home school is greater than K-6 - 1 mile 7-12 - 1.5 miles

Fresno USD | 3000 | AR 3541 Business and Noninstructional Operations Transportation Routes And Services

Boundaries:

The Business Division shall establish boundaries beyond which transportation shall be provided and shall notify schools affected prior to the first day of school.

Bus Tokens: Schools shall be responsible for issuing bus tokens to students who live beyond the boundaries established and shall maintain an up-to-date record by name and address of students riding public buses.

Routes and Stops: General routes and areas to be covered shall be determined by the Business Division. Excessive Distance

Excessive Distance: is defined as that distance from the school excess of one or more miles for elementary and two or more miles for junior and senior high schools, as measured from the closest point of the school site to the place of residence. The excessive distance rule applies in cases where there is a concentration of 20 or more students on a single route and where transportation is deemed 1) advisable with respect to lack of public transportation and equal educational opportunities, 2) practical with respect to the number of eligible students that would utilize the service and availability of district vehicles, and 3) financially feasible.

Operation Balance: Operation balance transportation is defined as that transportation provided to students who choose to attend a school outside of their immediate attendance area and such transfer would improve the ethnic balance of students within the school of choice. (Such transportation may be provided by district buses, contract buses, or by means of tokens to ride city transit buses.)

Displaced Students: Students who have been displaced due to the closure of their school shall be transported to another school chosen by the district or may have the option to attend any school of their choice by furnishing their own transportation.

Neutral Attendance Areas: Whenever it is necessary to furnish transportation from neutral areas from which students may attend a choice of two or more schools, transportation shall be furnished to only one school, to be selected by the Superintendent or designee.

Fresno USD | 3000 | BP 3541.1 Business and Noninstructional Operations School-Related Trips Trips by School Vehicles

Fresno Unified School District
Transportation Plan
FY2024-2025

District transportation may be provided for field trips and for special activities approved by the Superintendent or designee. Such trips may be taken in buses or other school transportation vehicles owned, leased, or rented by the district. All vehicles shall meet federal and state standards.

The Superintendent or designee shall maintain procedures to regulate the use of the vehicles for approved school-related activities. Student councils, parent-teacher associations, and any other organizations requesting transportation shall be fully responsible for the costs of the trip. To the extent that funding has been approved by the Governing Board, such costs may be charged to the district.

Transportation by Private Automobile

The use of private automobiles used to transport students on school-related trips is discouraged.

The Superintendent or designee may authorize the transportation of students by private automobile for approved field trips and activities when the vehicle is driven by an adult registered with the district for such purposes. All drivers shall be required to certify the safe operating condition of their vehicle and shall be issued instructions related to transporting students. All student passengers must provide permission slips signed by their parents/guardians.

Drivers shall be required to possess a valid California driver's license and liability insurance of at least \$100,000 per occurrence.

Owners, drivers and passengers shall be informed that the registered owner and his/her insurance company are responsible for any accidents which may occur. District personnel who frequently transport students in their private vehicles are urged to carry liability insurance of \$300,000 or more per occurrence.

A seat must be provided for each passenger.

All drivers and passengers shall wear seat belts in accordance with law. (Vehicle Code 27315)

Car seat requirements must be met as per Vehicle Code 27360.

Trucks and pickups may not transport more persons than can safely sit in the passenger compartment.

The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed and should not in any case exceed 10. (Education Code 39830) (Vehicle Code 545)

Fresno Unified School District
Transportation Plan
FY2024-2025

Transportation for students with disabilities shall be provided in accordance with a student's Individualized Education Program (IEP) or Section 504 accommodation plan.

HOME-TO-SCHOOL TRANSPORTATION

The district will provide home-to-school IEP-related transportation for special education students. Transportation is based strictly on student needs and is not provided as a matter of convenience. The District will attempt to accommodate requests for an alternate drop-off address within District boundaries. Alternate drop-off addresses must be of no greater distance than from home to school. The use of a drop-off address that is different from the home address must be consistent. (cf. 5131.1 Bus Conduct) (cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP (Education Code 56366) (cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

Guide dogs, signal dogs, and service dogs trained to provide assistance to disabled persons may be transported in a school bus when accompanied by disabled students, disabled teachers or persons training the dogs. (Education Code 39839)

Fresno USD | 3000 | BP 3541.4 Business and Noninstructional Operations

Transportation for Outside Groups

The district's buses are intended to fulfill the transportation needs of the students. When possible, however, the Superintendent or designee may allow the use of its buses for youth-related activities of nonprofit community organizations excluding 1. Private schools. 2. Churches or religious organizations when engaging in religious activities. 3. Any organization which contravenes the intent and purpose of public education. Community groups shall be required to reimburse the actual costs incurred in connection with the use of district buses.

Fresno USD | 3000 | BP 3541.5 Business and Noninstructional Operations

Alternative Transportation Arrangements

Transportation by private carrier may be provided whenever such practice is more economical than using school district-owned vehicles.

Fresno Unified School District
Transportation Plan
FY2024-2025

Section 6: District Data and Revenue calculations

1. Information about ridership

- Miles driven per year 1,433,677
- Number of Pupils transported approximately 10,550 per day

2. Demographic characteristics of pupils transported

All Students	69,327	100%
Economically Disadvantaged	60,790	88%
English Learners	14,190	20%
Foster Youth	752	1.1%
Homeless	369	.5%

Total	72,216
African American	7.6%
American Indian or Alaska Native	.06%
Asian	10.8%
Filipino	.03%
Hispanic or Latino	69.5%
Pacific Islander	.04%
White	8.1%
Two or More Races	2.6%

Developed in accordance with Education Code Sections 39800.1 and 41850.1.

Revenue Calculation

Total 2022-23 Transportation Expenses (Function 3600)	\$13,512,696.96
Less Capital Outlay (Object 6XXX, Function 3600)	
Less Nonagency Expenditures (Goal 7110, 7150, Function 3600)	
Estimated 60% Reimbursement	\$8,107,618.18
Less 2022-23 Transportation add-on (from LCFF Calculator)	\$ 4,401,557.00

Total Revenue (Object 8590, Resource 0000)	7,105,181
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Expenditures and Other Financing Uses	
2000-2999 - Classified Salaries	\$ 2,318,867.53
3000-3999 - Employee Benefits	\$ 1,125,035.13
4000-4999 - Books and Supplies	\$ 1,709,997.30

Fresno Unified School District
Transportation Plan
FY2024-2025

5000-5999 - Services and other Operating Expenditures	\$ 8,358,797.00
600-6999 - Capital Outlay	\$ -
7000-7999 - Other Outgo	

Total Expenditures	\$ 13,512,696.96
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-20

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Deny Claim GL23-0818-10519

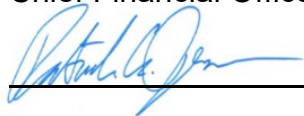
ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0818-10519. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

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 CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS		RESERVED FOR FILING STAMP CLAIM NO. RECEIVED FEB 08 2024 BENEFITS AND RISK MANAGEMENT FRESNO UNIFIED SCHOOLS
<ul style="list-style-type: none"> • Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2). • Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). • Read entire Claim Form before filing. • Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. • Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET) 		
1. Name of Claimant Minor	2. Minor	
3. Home Address of Claimant Minor	City/State	4. Home Telephone Number Minor
5. Business Address of Claimant Minor	City/State	6. Business Telephone Number Minor
7. Give Address of which you desire notices or communication to be sent regarding this claim: Minor		
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Minor blacked out during 5th period PE on August 18 2023 When minor went down minor broke minor right ankle in two spots. minor required surgery		
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: August 18th 2023 5th Period PE by Lockerrooms Bullard Campus		
10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. Right Ankle 2 breaks on Fibula w/ high ankle Sprain, Required surgery		
11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: Not paying attention to heat warnings or particulates in air no air conditioning in lockerrooms or gym		
12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910(f)) \$735.18		
13. Insurance payments received, if any, and name(s) of insurance company: Ø		
14. Expenditures made on account of DAMAGE or INJURY (Date - Item):		
15. Name and address of Witnesses, Doctors and Hospitals:		
16. Signature of Claimant or person filing: Devon Renee Gass	17. Typed Name (Relationship to Claimant) Devon Gass - Mother	18. Date: 2-06-2024

NOTE: Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-21

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Deny Claim GL23-0913-9699

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0913-9699. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

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 CLAIM FOR DAMAGES

To Person or Property

<p style="text-align: center;">INSTRUCTIONS</p> <ul style="list-style-type: none"> Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2). Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). Read entire Claim Form before filing. Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET) 		<p>RESERVED FOR FILING STAMP CLAIM NO: _____</p>	
<p>1. Name of Claimant Ignacio Alberto Jr Torres</p>		<p>2.</p>	
<p>3. Home Address of Claimant 1055 Haven Avenue</p>		<p>City/State Fresno, California</p>	
<p>4. Home Telephone Number (559) 944-7816</p>		<p>5. Business Address of Claimant 1055 Haven Avenue</p>	
<p>City/State Fresno, California</p>		<p>6. Business Telephone Number (559) 944-7816</p>	
<p>7. Give Address of which you desire notices or communication to be sent regarding this claim: Law Offices of Eric Hershler, APC - 11845 W. Olympic Blvd., Ste. 725W, Los Angeles, CA 90064</p>			
<p>8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Claimant was stopped at a red light when the district employee, Dale Dewayne Spurrier rear ended claimant.</p>			
<p>9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: September 13, 2023 at approximately 9:25 am</p>			
<p>10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. While traveling on the Clovis Avenue off ramp from the 180 eastbound freeway in the city of Fresno 93727</p>			
<p>11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: The driver for the Fresno Unified School district rear ended claimant.</p>			
<p>12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910[f]) Amount claimed exceeds \$10,000.00. It is NOT a limited civil case.</p>			
<p>13. Insurance payments received, if any, and name(s) of insurance company: Property damage for claimant paid by Fresno Unified School District in amount of \$3,029.12</p>			
<p>14. Expenditures made on account of DAMAGE or INJURY (Date - Item): Unknown at this time. Claimant still treating.</p>			
<p>15. Name and address of Witnesses, Doctors and Hospitals: <div style="display: flex; justify-content: space-between; font-size: small;"> <div>1. Community Regional Medical Center 2823 Fresno St, Fresno, CA 93721</div> <div>2. Accident Recovery Center 6045 N First St, Fresno, CA 93710</div> <div>3. Ali Najafi, M.D. Inc. 7130 N. Sharon Ave. #100, Fresno, Ca. 93720</div> </div> </p>			
<p>16. Signature of Claimant or person filing: </p>		<p>17. Typed Name (Relationship to Claimant) Eric Hershler, APC, Attorney for Claimant</p>	
		<p>18. Date: 02/22/204</p>	

NOTE: Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-22

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Deny Claim GL23-1214-10891

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-1214-10891. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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





CLAIM AGAINST LOCAL GOVERNMENT ENTITY
(Government Code Section 910.2 et seq.)

Public Entity Name and Address: FRESNO UNIFIED SCHOOL DISTRICT 2309 Tulare Street, Fresno, CA 93721
SUNNYSIDE HIGH SCHOOL 1019 S. Peach Ave. Fresno, CA, 93727

Claimant Name: Minor SSN# Minor Date of Birth Minor

Address Minor

Phone Number Minor

Name, address and phone number of person to receive notices concerning this claim. Law Office of Jeremy M. Dobbins:
1225 E. Divisadero Street, Fresno, CA 93721; (559) 306-6580

Date and time when damage or injury occurred. December 14, 2023 at approximately 10:30 a.m.

Location of occurrence. Sunnyside High School - 1019 S. Peach Ave. Fresno, CA, 93727, south campus men's bathroom.

Circumstances of occurrence. Minor and minor are students of Sunnyside High School. minor, a special needs student, has an IEP. Minor was supposed to be monitored in the Yale office when minor left without permission, and went to the south campus restroom. Minor was using the restroom, in a stall, when minor jumped over the stall and attacked Sunnyside Administrators' failure to keep minor safe while minor was at school resulted in minor injuries.

Description of loss, damage or injury. Minor suffered a concussion, black eye, split open lip, and contusions to minor lower back. In addition, minor had to have two ear surgeries after the attack. Minor also suffers greatly from anxiety, depression, and overall emotional distress since the attack.


Name(s) of Public Employee(s) causing injury, damage or loss, if known. Fresno Unified School District; Sunnyside High School's Yale Office Vice Principal, Kevin Tatum Jr.; and Sunnyside High School's Principal, Michele Anderson.

Amount* claimed at present including estimated amount of any prospective loss. _____
This will be an Unlimited Civil Case. The exact amount of loss is unknown at this time.

Names and addresses of witnesses, doctors and/or hospitals. Clinica Sierra Vista seen by Karen Wong, MD. 1685 E. Home Ave. Fresno, CA 93728. First Health Medical Center 7161 N. Howard Street STE 100, Fresno, CA 93720.

Valley Children's Hospital seen by Alexis Lopez, MD. 9300 Valley Children's Place Madera, CA 93636

Other witness's identities are unknown at this time.

Claim must be signed and dated by claimant or person acting on claimant's behalf. 

DATED: February 13, 2024 SIGNED: _____

Claimant or Representative

~WARNING~

Section 72 of the Penal Code provides:

"Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, or account, voucher, or writing, is guilty of a felony"

This document is a public record and pursuant to the California Public Record Act must be made available for inspection and copying upon the request of any person, including, but not limited to a representative of the news media. (See Government Code §§ 6250 et seq.)

* The specific amount must be stated if the claim involves \$10,000 or less. If the claim involves an amount exceeding \$10,000, the Claimant must state whether the case would be a limited or unlimited civil case. (See Government Code § 911(f).)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024

AGENDA ITEM A-23

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing.

Change Order 2 (CTE Building) includes but may not be limited to: Revision of casework locks and door hardware; location investigation, repair and rerouting of unknown underground utilities; temporary electrical generator power; add plumbing cleanouts and add 160 days to the contract duration.

Change Order 4 (Interim Housing) includes but may not be limited to: add door hardware; add labor cost for student testing pause; add low voltage backboard and conduits; add restoration of landscape and irrigation and add 84 days to the contract duration.

Original Contract Amount (CTE Building and Interim Housing):	\$	17,811,883
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Original Contract Amount (CTE Building):	\$	16,270,000
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Change Order(s) previously ratified:	\$	3,602
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Change Order 2 presented for ratification:	\$	31,539
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New Contract Amount:	\$	16,305,141
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Original Contract Amount (Interim Housing):	\$	1,541,883
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Change Order(s) previously ratified:	\$	122,503
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Change Order 4 presented for ratification:	\$	19,293
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New Contract Amount:	\$	1,683,679
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New Contract Amount (CTE Building and Interim Housing):	\$	17,988,820
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Bid 23-66 Section C, Scandinavian Middle School Playground Equipment Replacement. Change Order 1 includes but may not be limited to: add concrete curb; replace fence fabric; replace decomposed granite with concrete; revise Child Development Center entry sign; add irrigation sleeves; add mobilization cost; raise existing underground utility box; and add for demo of trees.

Original Contract Amount:	\$	669,875
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Change Order(s) previously ratified:	\$	0
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Change Order 1 presented for ratification:	\$	37,845
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New Contract Amount:	\$	707,720
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All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architects (DSA) inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,832 are available in the Measure M Fund for Bid 23-02 and \$37,845 is available in the Inclusive Early Education Expansion Program Grant for Bid 23-66.

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



CHANGE ORDER

PROJECT NAME:

Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :**002**

DSA File No. : 10-H8

Application No. : 02-119657

CONTRACTOR :

Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. : 1860**FUSD BID/CONTRACT No. :** 23-02**CONTRACTOR P.O. No. :** 0767775A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 16,270,000.00
Net change by previously authorized Change Orders	\$ 3,602.50
The Contract Sum prior to this Change Order was	\$ 16,273,602.50
The Contract Sum will be adjusted by	\$ 31,538.61
The new Contract Sum, including this Change Order will be	\$ 16,305,141.11
The Contract Completion date prior to this Change Order was	6/12/2024
The Contract Time will be adjusted by	160 Calendar Days
The new Contract Completion date, including this Change Order is therefore	11/19/2024

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
6790 N. West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Antonio Avila AA

Date: 12/15/2023

Accepted by:

Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 01/23/2024

Authorized by:

Fresno Unified School District
4600 N. Broadway
Fresno, CA 93722

OW NR:

By: Alex Belanger

Date: 1/25/2024

Change Order Summary

Page 1 of 1

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Change locks at Lab Casework from Cam locks to Deadbolt style in Classrooms.

REASON FOR CHANGE:

Deadbolt style locks are a District preference and allow the Lab Casework to be keyed the same as the Modular Casework in the same building.

CHANGE CATEGORY:

District Requested Change.

DOCUMENT REFERENCE:

RFP 03

Amount of this Change Order Item:

Increase \$9,363.42

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Repair to unknown/unidentified underground water line damaged during trenching for fire service line.

REASON FOR CHANGE:

An unknown domestic water line was damaged in the course of construction. Immediate repairs were necessary to keep the water on for the school.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$4,721.34

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-3

DESCRIPTION OF CHANGE:

Repair damaged Existing Clay Sewer "Y" fitting and cleanout.

REASON FOR CHANGE:

In the course of construction, a damaged section of the existing clay sewer pipe was discovered that needed to be repaired.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

OTP 025

Amount of this Change Order Item:

Increase \$3,454.89

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:

Provide temporary power via generator to administration buildings during disconnect and splicing of underground Electrical lines rerouted in project scope.

REASON FOR CHANGE:

Scheduling of Electrical disconnect and splice as part of Critical Path coincided with Summer Onboarding for which District required power in several buildings.

CHANGE CATEGORY:

District Requested Change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase	\$2,730.50
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-5

DESCRIPTION OF CHANGE:

Reroute existing underground 50 pair phone cable and Fire Alarm cable underground from administration building to newly installed portables.

REASON FOR CHANGE:

Lines need to be rerouted outside of required over-excavation footprint. During the demolition phase, existing underground low voltage infrastructure was encountered that needed to be relocated out of the new CTE building footprint.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase	\$3,714.97
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 2-6

DESCRIPTION OF CHANGE:

Modify door hardware group for doors "203A a", "203A d", to meet fire rated requirements in the second floor Science Prep Room. Modify hardware group for door "301 a" to omit unnecessary components at the roof access door.

REASON FOR CHANGE:

Project documents did not include fire rated hardware for the doors that accessed the fire rated prep room.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$2,547.41

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-7

DESCRIPTION OF CHANGE:

Investigating unknown extents of existing underground gas line crossing footprint of new CTE building and capping of gas line outside of new building footprint.

REASON FOR CHANGE:

The full extents of an existing underground gas line were unknown and then discovered to conflict with the footprint of the new building. Route was investigated to understand potential impact to neighboring buildings and then capped to allow excavation for footings of new building.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 108

Amount of this Change Order Item:

Increase \$2,820.05

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 2-8

DESCRIPTION OF CHANGE:

At the CTE Building, provide dual-head, 2-way plumbing cleanouts of single-head; Above the Exterior Stair on the West side of the building provide wall mounted light fixtures in lieu of recessed can lights.

REASON FOR CHANGE:

Both changes were District requested post-bid, for ease of future maintenance.

CHANGE CATEGORY:

District Requested Change.

DOCUMENT REFERENCE:

SI 028

Amount of this Change Order Item:

Increase \$2,186.03

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-9

DESCRIPTION OF CHANGE:

Addition of 160 calendar days to contract length, non-compensable, to account for delays from resolving unforeseen conflicts with existing underground utilities (including sewer, electrical, and low-volt).

REASON FOR CHANGE:

Various existing underground utilities needed to be rerouted out of building footprint prior to over-excavation for building footings. When digging, additional unknown utility lines, branches, and encasements were discovered that required investigation and rerouting in sequence in order to maintain service to the rest of campus.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase 0

Time adjustment by this Change Order Item:

Increase 160 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 31,538.61

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 160 Days

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Edison High School CTE Building Portables
DSA #: 02-120230 Interim Housing
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: 01/25/24
Contractor: Davis Moreno
Architect: Darden Architect
Change Order: 02

Construction

Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 1,295,885.00		\$ 1,295,885.00
Base Bid:	\$ 16,270,000.00		\$ 16,270,000.00
Additive Alternate 1:	\$ 156,520.00		\$ 156,520.00
Additive Alternate 2:	\$ 82,802.00		\$ 82,802.00
Additive Alternate B-1:	\$ 6,676.00		\$ 6,676.00
Additive Alternate 4:			\$ -
Total Agreement Amount:			\$ 17,811,883.00

Contract Adjustments:

Total Contract Amount												\$	17,811,883.00							
Contract Adjustments:																				
	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total									
Interim Housing CO 01	\$	-	\$	-	\$	12,485.40	\$	-	\$	-	\$	12,485.40								
CTE Building CO 01	\$	-	\$	-	\$	-	\$	3,602.50	\$	-	\$	3,602.50								
Interim Housing CO 02	\$	27,041.18	\$	-	\$	-	\$	-	\$	-	\$	27,041.18								
Interim Housing CO 03	\$	16,335.98	\$	-	\$	-	\$	66,640.18	\$	-	\$	82,976.16								
CTE Building CO 2	\$	14,279.95	\$	-	\$	14,711.25	\$	2,547.41	\$	-	\$	31,538.61								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
Totals:	\$	57,657.11	0.32%	\$	-	0.00%	\$	27,196.65	0.15%	\$	72,790.09	0.41%	\$	-	0%	\$	157,643.85	\$	157,643.85	0.9%
Total Contract Amount with Adjustments																		\$	17,969,526.85	



CHANGE ORDER

PROJECT NAME:

Edison High School CTE Building Interim Housing
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :**004**

DSA File No. : 10-H8

Application No. : 02-120230

CONTRACTOR :

Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. : 1860**FUSD BID/CONTRACT No. :** 23-02**CONTRACTOR P.O. No. :** 0767775A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 1,541,883.00
Net change by previously authorized Change Orders	\$ 122,502.74
The Contract Sum prior to this Change Order was	\$ 1,664,385.74
The Contract Sum will be adjusted by	\$ 19,292.67
The new Contract Sum, including this Change Order will be	\$ 1,683,678.41
The Contract Completion date prior to this Change Order was	6/12/2024
The Contract Time will be adjusted by	84 Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/4/2024

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
6790 N. West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Antoino Avila AIA

Date: 12/15/2023

Accepted by:

Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 01/24/2024

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 1/25/2024

You are directed to make the following changes in this Contract:

Item 4-1

DESCRIPTION OF CHANGE:

Overtime for electricians to complete trenches and backfilling ahead of rain storms. Work to be done on Saturday.

REASON FOR CHANGE:

District requested expedition of work to be done on Saturday to protect the site integrity from upcoming storm damage that would stop job progression for an extended period of time.

CHANGE CATEGORY:

District Request

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$1,887.93

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-2

DESCRIPTION OF CHANGE:

Addition of 84 calendar days to contract length, non-compensable, to account for weather delays.

REASON FOR CHANGE:

Severe rains slowed and delayed work through the Spring (2023).

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$0.00

Time adjustment by this Change Order Item:

Increase 84 Days

Item 4-3

DESCRIPTION OF CHANGE:

Install Stop Arm Closers at two Portables (P26 and P30).

REASON FOR CHANGE:

The only available locations for floor stops would have been possible trip hazards.

CHANGE CATEGORY:

District and Designer.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$719.40

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-4**DESCRIPTION OF CHANGE:**

Contractor was directed by District to pause work for two hours during standardized testing (12/14/22). Subcontractors and trucks working on over-excavation and building pad were on standby for those additional two hours.

REASON FOR CHANGE:

District requested pause in heavy equipment during standardized testing so noise and vibrations wouldn't disrupt students testing in nearby classrooms.

CHANGE CATEGORY:

District Requested Change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$3,767.38

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-5**DESCRIPTION OF CHANGE:**

Provide Fire Rated Plywood and conduits for New Fire Alarm Panel in Building J.

REASON FOR CHANGE:

The new panel needed to be relocated with a new Fire Rated Plywood Backboard. The new Fire Alarm Panel to be installed in Building J can't fit in the location of the existing panel, which is crowded by other electrical panels.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 079

Amount of this Change Order Item:

Increase \$2,404.16

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 4-6

DESCRIPTION OF CHANGE:

Restoration of Irrigation and Landscaping along alternative site-access route for delivery of Portable Classrooms.

REASON FOR CHANGE:

An alternative site-access route for Portables delivery was developed to not interfere with the active campus. The alternative route had trucks crossing areas of grass and soft ground, which after needed restoration to original conditions.

CHANGE CATEGORY:

District Requested Change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$10,513.80

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$19,292.67

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 84 days

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Edison High School CTE Building Portables
DSA #: 02-120230 Interim Housing
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: 01/25/24
Contractor: Davis Moreno
Architect: Darden Architect
Change Order: 04
Construction
Interim

Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$ 1,295,885.00	\$ 1,295,885.00
Base Bid:	\$ 16,270,000.00	\$ 16,270,000.00
Additive Alternate 1:	\$ 156,520.00	\$ 156,520.00
Additive Alternate 2:	\$ 82,802.00	\$ 82,802.00
Additive Alternate B-1:	\$ 6,676.00	\$ 6,676.00
Additive Alternate 4:		\$ -
Total Agreement Amount:		\$ 17,811,883.00

Contract Adjustments:

Total Contract Amount												\$ 17,811,883.00	
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>	
Interim Housing CO 01		\$ -		\$ -		\$ 12,485.40		\$ -		\$ -		\$ 12,485.40	
CTE Building CO 01		\$ -		\$ -		\$ -		\$ 3,602.50		\$ -		\$ 3,602.50	
Interim Housing CO 02		\$ 27,041.18		\$ -		\$ -		\$ -		\$ -		\$ 27,041.18	
Interim Housing CO 03		\$ 16,335.98		\$ -		\$ -		\$ 66,640.18		\$ -		\$ 82,976.16	
CTE Building CO 2		\$ 14,279.95		\$ -		\$ 14,711.25		\$ 2,547.41		\$ -		\$ 31,538.61	
interim Housing CO 04		\$ 16,169.11		\$ -		\$ -		\$ 2,404.16		\$ 719.40		\$ 19,292.67	
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Totals:		\$ 73,826.22	0.41%	\$ -	0.00%	\$ 27,196.65	0.15%	\$ 75,194.25	0.42%	\$ 719.40	0%	\$ 176,936.52	\$ 176,936.52 1.0%
Total Contract Amount with Adjustments												\$ 17,988,819.52	



CHANGE ORDER

PROJECT NAME:

Scandinavian New Play Structure and Site Improvements
3216 N Sierra Vista Ave.
Fresno, CA 93726

CHANGE ORDER No. :**001**

DSA File No. :

10-48

Application No. :

02-120922**CONTRACTOR :**

BDM Inc.
240 North 12th Ave. Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :

2224

FUSD BID/CONTRACT No. :

22-66C

CONTRACTOR P.O. No. :

784739C

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	669,875.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	669,875.00
The Contract Sum will be adjusted by	\$	37,844.12
The new Contract Sum, including this Change Order will be	\$	707,719.12
The Contract Completion date prior to this Change Order was		25-Oct-23
The Contract Time will be adjusted by	0	
The new Contract Completion date, including this Change Order is therefore		25-Oct-23

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

TAM Architects
6781 N. Palm Ave
Fresno, CA 93704


ARCHITECT/ENGINEER:


By: Jared Ramirez

Date: 2/7/24**Accepted by:**

BDM Inc.
240 North 12th Ave. Box 306
Hanford, CA 93230

CONTRACTOR:


By: Kyle Bolte

Date: 2/7/2024**Authorized by:**

Fresno Unified School District
4600 N. Broadway
Fresno, CA 93722

OWNER:


By: Alex Belanger / Asst. Sup.

Date: 2/13/24

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Provide labor and materials to install additional concrete curbing at new playground area including removal of existing chainlink fence fabric and installation of new fabric.

REASON FOR CHANGE:

Concrete detail in the project documents needed adjustment to reconcile with existing location of chainlink fence to eliminate crevice for debris and possible tripping hazard.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 002, ASI 004

Amount of this Change Order Item:

Increase \$ 3,713.63

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Provide and install larger Child Development Center entry sign

REASON FOR CHANGE:

District requested alternate sign design, which resulted in an increase in signage sign.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 004, SUB 010

Amount of this Change Order Item:

Increase 4,138.97

Time adjustment by this Change Order Item:

Increase 0 Days

*** End of CHANGE ORDER ***

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-3

DESCRIPTION OF CHANGE:

Add concrete slab at play area in lieu of decomposed granite under the rubber surface tiles.

REASON FOR CHANGE:

A concrete slab will prolong life of rubber surface tiles longer than decomposed granite.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 003, ASI 001

Amount of this Change Order Item:

Increase \$ 13,840.12

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Provide labor and materials to furnish and install irrigation sleeves under playground area.

REASON FOR CHANGE:

Irrigation sleeves under concrete and play surfacing are necessary for long term maintenance

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI 007

Amount of this Change Order Item:

Increase \$ 5,009.40

Time adjustment by this Change Order Item:

Increase 0 Days

*** End of CHANGE ORDER ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-5

DESCRIPTION OF CHANGE:

BDM Inc. shall provide and install a play structure at no additional cost

REASON FOR CHANGE:

BDM donated the early learning play structure for the project.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

SUB 008, Gift Form

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Mobilization of Todd Companies for excavation for trench drain.

REASON FOR CHANGE:

The district requested Todd Companies to demobilize from the site to allow for design reevaluation of the play area.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 3,035.00

Time adjustment by this Change Order Item:

Increase 0 Days

*** End of CHANGE ORDER ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-7

DESCRIPTION OF CHANGE:

Provide labor and materials to raise existing concrete pull box

REASON FOR CHANGE:

During excavation a fire alarm line was discovered which required the location of the new drywell to be adjusted. Electrical pull box required to be shifted out of way of new drywell location.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 006

Amount of this Change Order Item:

Increase \$ 2,762.10

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-8

DESCRIPTION OF CHANGE:

Provide credit for concrete seat wall around existing tree.

REASON FOR CHANGE:

District intends to remove tree. Seat wall not required.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 005R1

Amount of this Change Order Item:

Decrease \$ (2,921.60)

Time adjustment by this Change Order Item:

Increase 0 Days

*** End of CHANGE ORDER ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-9

DESCRIPTION OF CHANGE:

Remove existing tree.

REASON FOR CHANGE:

The District will be installing an early learning shade canopy requiring the removal of the tree.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 005, ASI 010

Amount of this Change Order Item:

Increase \$ 8,266.50

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 37,844.12

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

***** End of CHANGE ORDER *****



Facilities Management & Planning

Project Financial Summary

Project Name: IEEEP - Scandinavian Middle School
Playground Equipment Replacement

DSA #: 02-120922

BID #: 23-66 Section C

Date: 2/7/24
Contractor: BDM Inc.
Architect: Tam Architects
Change Order: 1

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 669,875.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 669,875.00

Contract Adjustments:

Total Contract Amount											\$	669,875.00	
Contract Adjustments:													
	<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>		
CO #001	\$ 31,368.39		\$ -		\$ 2,762.10		\$ 3,713.63		\$ -		\$ 37,844.12		
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM A-24

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for projects, which have been completed according to plans and specifications as follows:

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating, Ventilation,
Air Conditioning Energy Management Replacement Project.

For Information Only

Original contract amount: \$ 2,343,400

Change Order(s) previously ratified: \$ - 88,872

Contract amount: \$ 2,254,528

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating, Ventilation,
Air Conditioning Energy Management Replacement Project.

For Information Only

Original contract amount: \$ 2,437,300

Change Order(s) previously ratified: \$ - 89,971

Contract amount: \$ 2,347,329


FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

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.





2024-0011990

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Feb 08, 2024 04:00:04 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

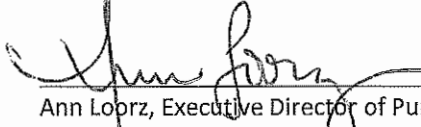
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of the interest or estate of the owner is: IN FEE

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on January 17, 2024 The work done was HVAC/EMS Replacement Project Bid No. 23-15 Sections A & B
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
New England Sheet Metal & Mechanical Co. 525 W. Alluvial Ave. Fresno, CA 93711 April 10, 2023
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

<u>Del Mar Elementary School</u>	<u>4122 N. Del Mar Ave.,</u>	<u>Fresno, CA 93704</u>	<u>DSA No.: N/A</u>
<u>Holland Elementary School</u>	<u>4676 N. Fresno St.,</u>	<u>Fresno, CA 93726</u>	<u>DSA No.: N/A</u>
<u>Roeding Elementary School</u>	<u>1225 W. Dakota Ave.,</u>	<u>Fresno, CA 93705</u>	<u>DSA No.: N/A</u>
<u>Wishon Elementary School</u>	<u>3857 E. Harvard Ave.,</u>	<u>Fresno, CA 93703</u>	<u>DSA No.: N/A</u>

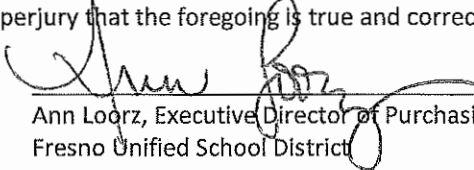
Date: February 5, 2024


Ann Loprz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 5, 2024 at Fresno,


Ann Loprz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM B-25

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss Portrait of a Learner and Portrait of a Leader

ITEM DESCRIPTION: Included in the Board binders is a presentation of the purpose, design, and upcoming work of the Portrait of a Learner and the Portrait of a Leader. The Portrait of a Learner will serve as a collective vision articulating our community's aspirations for all our students. Design partners will be asked to consider the skills, mindsets, and implications for our students' learning experiences. The Portrait of a Leader will serve as a framework for how leaders view and evaluate the experiences of our students, staff, and community. The portrait will help leaders take action to support and give opportunities to the diverse needs of our students. This session is also designed to provide the Board with information on the purpose, design, and current reality of the Portrait work and to collect feedback.

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

PREPARED BY: Carlos Castillo, Ed.D.

DIVISION: Diversity, Equity, and Inclusion

PHONE NUMBER: (559) 457-3471

CABINET APPROVAL: Carlos Castillo, Ed.D.,
Chief of Diversity, Equity, and Inclusion

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



Carlos Castillo (Mar 1, 2024 11:43 PST)





Fresno Unified
School District



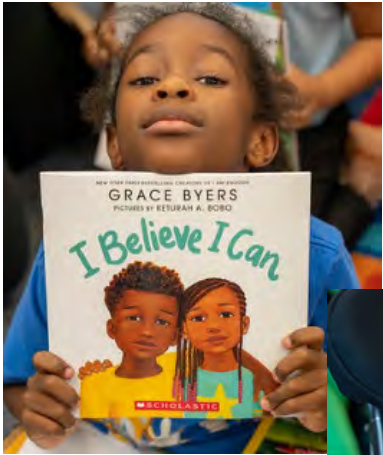
Wallace 



Portrait of a Learner & Portrait of a Leader
Board Update
March 20, 2024

Current Graduate Profile

Collective vision that articulates our community's aspirations for **all** of our students.



The revised version will be called a "**Portrait of a Learner**".

21st Century Learning - What is it and Why Now?

Top 10 Workforce Skills for 2025

- | | |
|---|--|
|  Analytical thinking & innovation |  Leadership & social influence |
|  Active learning & learning strategies |  Technology use, monitoring & control |
|  Complex problem-solving |  Technology design & programming |
|  Critical thinking & analysis |  Resilience, stress tolerance & flexibility |
|  Creativity, originality & initiative |  Reasoning, problem-solving & ideation |

KEY			
	Problem-solving		Self-management
	Working with people		Technology use & development

Source: Future of Jobs Report 2020,
World Economic Forum

Please enjoy [this](#) short video on how quickly the workforce is changing

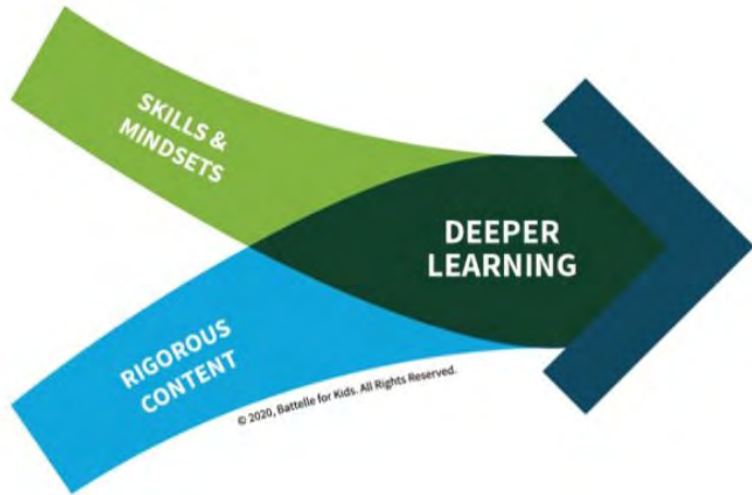
Overview of Our Work and the “Why”



Purpose and Intended Outcome: To ensure all FUSD students are provided the opportunity to learn and engage in 21st century skills that will equip them for a successful future.

Our Collective “Why”: Our “why” for revisioning our Graduate Profile, is our students; it is our collective duty to ensure they are future-ready.

What: The Portrait design process includes obtaining voice from educational partners. This Portrait will serve as our “north star” for all FUSD students and staff and will align to our three student goals. Our “north star” will help all students reach their hopes, aspirations, and dreams, by building skills and mindsets to reach their greatest potential.



5

 Fresno Unified School District
Achieving our Greatest Potential!

The Futures CoLab Experience

Present/Engage:

The Futures CoLab Experience. The CoLab Experience was created to establish the importance of the “why” for the work.

The Five Futures CoLab Sectors Include:

Workforce

Pace of Change

Global

Social Intelligence

Science of Learning

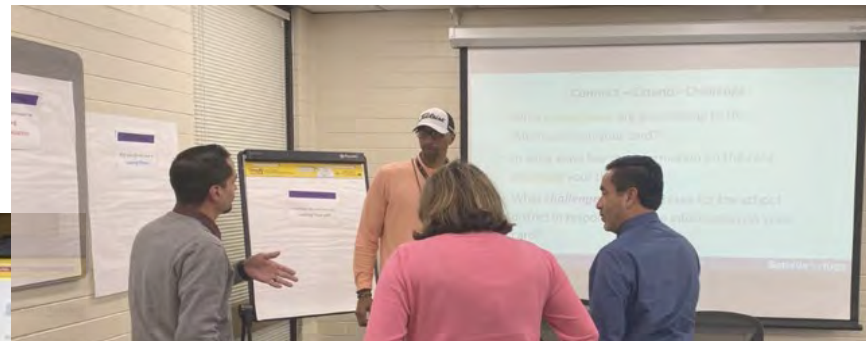
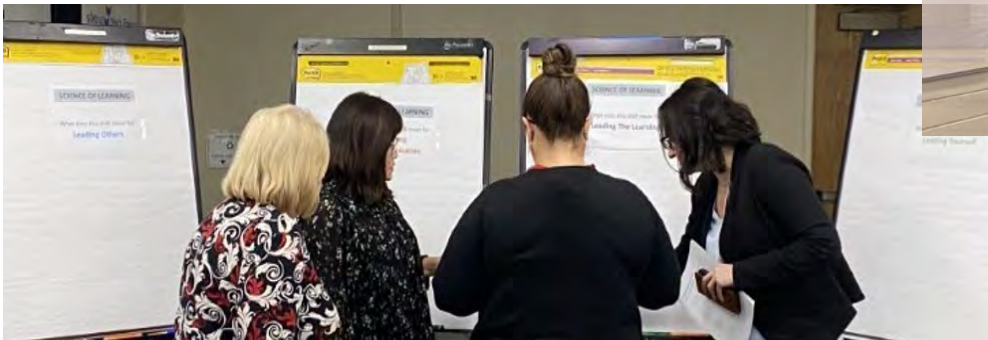
Feedback:

“I used to think we needed training, now I think it is mindset and leading for students.”

“I used to think this was important, and now I think it is more important than ever!”

Common Themes:

Our leaders understand the need for a new portrait of a learner that embodies the competencies of deeper learning.



Current Reality



Educational partners that have experienced Futures CoLab:

- Site Leaders
- Executive Cabinet
- Central Office Leaders

Educational partners with upcoming Futures CoLab experience:

- Families
- Lead Teachers
- Community Partners
- Board Members



We are in the planning stages of engaging the broader community through community meetings designed to foster a safe space to share ideas and provide feedback on what a 21st century learner should know.

Next Steps and Community Meeting Sessions

Immediate next steps include our seven regional community learning Futures CoLab experience sessions.

Community meeting sessions will take place over the next few months; dates coming soon.



Portrait of a Leader



1

Leader
Standards



2

High-Quality
Preparation
Programs



3

Selective
Hiring and
Placement



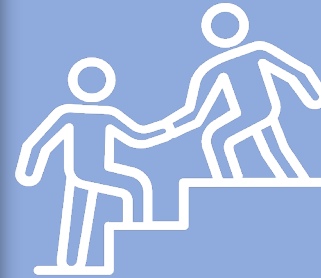
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Evaluation
and
Support



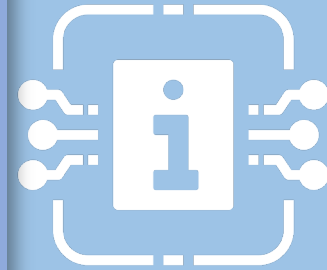
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Principal
Supervisors



6

Staff
Information
System



7

Sustainability



1

Leader
Standards



7 *Equity-Centered
Principal Pipeline*
DOMAINS

Portrait of a Leader



Portrait of a Leader

Create a unified vision for what an Equity-Centered leader in Fresno Unified will embody.

FUSD Demographics

Student Population by Race/Ethnicity 71,471 students

	2023-2024
White	7%
Hispanic	69%
African American	7%
Asian	10%

Site Leader Data by Race/Ethnicity

	19-20		20-21		21-22		22-23		23-24	
	Total	%	Total	%	Total	%	Total	%	Total	%
AA/Black	16	6.6%	19	7.6%	20	7.9%	23	8.8%	23	8.9%
Asian	16	6.6%	21	8.4%	26	10.2%	25	9.5%	24	9.3%
Hispanic/Latino	84	34.7%	85	34.1%	89	35.0%	96	36.6%	95	36.7%
Native Am./Alaska Native	1	0.4%	0	0.0%	0	0.0%	1	0.4%	1	0.4%
Pacific Islander	2	0.8%	2	0.8%	1	0.4%	1	0.4%	1	0.4%
Unknown	5	2.1%	7	2.8%	7	2.8%	6	2.3%	2	0.8%
White	118	48.8%	115	46.2%	111	43.7%	110	42.0%	113	43.6%

Process

1. Committee of Site Leaders created a first draft
2. The draft was shared with FUSD leaders, staff, and students for feedback
3. Partnered with EL Services, A4, Parent University, and Fresno EOC to organize parent focus groups and community-based organizations
4. Focus groups were held with families and community members for feedback
5. After feedback was gathered, edits were made and taken back to FUSD leaders, staff, students, families, and community members for additional feedback.



How will this be used?

- Leader preparation programs
- Hiring and selection processes
- New Leader Onboarding
- Ongoing Professional development for leaders



Portrait of a Leader





Q & As

FRESNO UNIFIED SCHOOL DISTRICT GRADUATE PROFILE

Fresno Unified is committed to preparing college and career ready graduates, giving all students an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.



A career-ready graduate is a student who has all possible options available to them upon graduation from Fresno Unified School District. This student has a strong academic foundation, has completed required courses, and has acquired the workplace skills and competencies necessary for success after high school.





STUDENTS LEADING THE WAY

• PORTRAIT OF A GRADUATE •



ADAPTABILITY

Our students will be agile in thoughts and actions, responding productively to positive and negative feedback while balancing diverse views to reach workable solutions.



COMMUNICATION

Our students will effectively express thoughts and ideas using oral, written, and nonverbal skills while being active listeners able to decipher meaning and intention.



CREATIVITY

Our students will be imaginative and explore original ideas and innovative solutions by transcending traditional thoughts, patterns, and relationships.



CRITICAL THINKING

Our students will analyze and apply evidence-based reasoning to understand "big picture" challenges and how solutions affect other parts of a system.



GLOBAL EMPATHY

Our students will value and engage diverse cultures and unique perspectives through mutual respect and open dialogue while taking action to make the world more equitable and inclusive.



TECHNOLOGY

Our students will leverage traditional and emerging technology to consume, create, communicate, and connect while practicing responsible citizenship in an increasingly digital world.

THE POWER OF **ONE** STUDENTS LEADING THE WAY

Greatness doesn't just happen. It is created one step at a time. A skyscraper starts with one plan. A masterpiece starts with one simple brushstroke. And a student fully prepared to lead and serve begins with one community pulling together for the benefit of all. One teacher can inspire. One caring adult can support. One idea can change everything. And when we come together as one with students leading the way, we can accomplish the incredible.

MISSION

Each student is highly educated, prepared for leadership and service, and empowered for success as a citizen in a global community.

VISION

A world-class model of public education that prepares all students to be Portrait-ready graduates and reach their full potential.

PORTRAIT OF A GRADUATE

Our North Star -- the hopes, dreams, and aspirations we have for all students.



STRATEGIC PRIORITIES

Through a year-long community engagement process, Columbus City Schools identified four strategic priorities that will guide the organization over the next five years. These priorities are aligned with specific goals adopted by the Board of Education and support the district's mission, vision, and Portrait of a Graduate.

As part of the Strategic Plan work, Columbus City Schools will also identify strategic objectives within its business and operations teams to provide a foundation of support that enables the organization to produce its targeted student outcomes.



WHOLE-CHILD FOCUSED

Columbus City Schools will design and implement curriculum with a holistic approach, so that students find their education more relevant, rewarding, and rigorous.



EQUITABLE OPPORTUNITIES FOR ALL

Columbus City Schools will ensure equitable outcomes for all students and employees, in order to create communities that promote excellence, personal and professional growth, and a culture of belonging.



STRONG LEARNING COMMUNITIES IN EVERY REGION

Columbus City Schools will strengthen a high-quality, interdependent set of learning communities so that within and among these centers of growth are reliable sources of support, identity, and hope.



AUTHENTIC ENGAGEMENT

Columbus City Schools will actively engage all stakeholders to ensure that every experience with the district engenders mutual trust, develops quality relationships, and strengthens collective support for the benefit of our students.

WHERE SUCCESS BEGINS

TOTAL EMPLOYEES

2,078

1026 SUPPORT STAFF
923 TEACHERS
129 ADMINISTRATORS



TOTAL STUDENTS
19,303

HISPANIC 78.4%
AFRICAN AMERICAN 11.7%
WHITE 4.2%
OTHER 1.8%
ASIAN 1.5%
Filipino 1.2%



STUDENT GROUPS

84.7% Poverty
11.8% Spec Ed
19.5% English learners
1.2% Foster

22 SCHOOLS

HIGH: 4
MIDDLE: 4
ELEMENTARY: 12
PRESCHOOL: 1
VIRTUAL / SSA: 1
ADULT: 1



COHORT GRAD RATE

91.4%



DROPOUT RATE **7.7%**

EXPULSION AND
SUSPENSION RATE **0%**



CHRONIC ABSENCE

10.7%



FAFSA COMPLETION

97%



CTE PARTICIPATION **80.5%**

CTE PATHWAYS **40**

CTE COMPLETION **40.5%**



A-G **55.9%**

COLLEGE ENROLLMENT
53%



PSAT

PARTICIPATION **95%**

SAT

PARTICIPATION **83%**



AP PARTICIPATION **18%**

TESTS PASSED **421**



LCAP GOALS

GOAL 01



COLLEGE AND CAREER READINESS

Students graduating from the Val Verde Unified School District will possess the academic and technical skills required to pursue college and career options of their choosing.

GOAL 03



CREATE POSITIVE SCHOOL CLIMATES

The Val Verde Unified School District will maintain safe and effective learning environments where students develop positive social relationships and a sense of school connectedness.

GOAL 02



PARENT ENGAGEMENT

Val Verde Unified School District is committed to embracing a collaborative culture for students, parents, teachers, staff, and the community that sustains exceptional parental engagement and promotes the social, emotional, and academic growth of our students.

GOAL 04



MAINTAIN AND MODERNIZE SCHOOL & DISTRICT FACILITIES AND TECHNOLOGY

The Val Verde Unified School District will offer safe, clean, and well-maintained schools that are technology enriched.

ANNUAL REVENUE **\$307,495,041**

TOTAL GENERAL FUND
EXPENDITURES:

281,753,229

EMPLOYEE SALARIES/
BENEFITS:

201,910,790

CAPITAL OUTLAY:

13,699,100

SERVICES/OPERATING
EXPENSES:

48,126,172

DEBT SERVICE:

5,173,452

BOOKS/SUPPLIES:

13,189,952



1 TO 1
STUDENTS PER
TECH DEVICE



21 TO 1
AVERAGE TEACHER
TO STUDENT RATIO



85.36%
ATTENDANCE
RATE

*Based on data: The figures above represent the most recently published data available from California Department of Education. Some values do not match exactly due to rounding, reporting delays, or omissions.

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857.396.0100

1725 WEST GARDEN AVENUE
PERDUE, KS 66501



Portrait of a LEADER



Building a Shared Vision

Leaders collaborate for comprehensive plans, ensuring all students achieve academically



Cultivating Meaningful Connections

Leaders cultivate belief in student potential, diverse teaching, and collaboration



Nurturing Diversity

Leaders integrate diverse cultures to support all students' learning goals



Fostering Community Trust

Leaders engage diverse families, fostering trust for student education partnerships



Student-Centered Decision Making

Leaders update policies, centering decision-making on regulations and community needs



Advancing Equity and Achievement

Leaders address historical barriers, guiding equitable, sustainable solutions for achievement.



**Leader-Driven /
Equity-Centered**





Portrait of a LEADER

Advancing Equity & Achievement

Leaders acknowledge and can speak to the complex historical problems that have limited the ability of schools to support the academic achievement of identified demographic groups. The leader deliberately supports all educational partners in identifying complex problems impacting student achievement and guides the collective planning and implementation of equitable, research-based, and sustainable systems, policies, and practices.

Building a Shared Vision

Leaders work together with all educational partners (students, families, staff, and community) to create and implement a plan for how all students will achieve their academic learning goals. This plan is focused on student goals, includes clear and intentional actions, and is consistently communicated to the school community.

Student-Centered Decision Making

Leaders will always update their knowledge and understanding of district policies, as well as the state and federal policies and laws that guide schools. They will center their decision-making on these policies and laws, and on the realities, history, needs, hopes, and concerns of diverse communities in the local area. School leaders use this knowledge to design, implement, sustain and communicate effective systems, policies, and practices at their school sites.

Facilitate Meaningful Instruction

Leaders believe that all students can achieve their learning goals. They guide and support the development of effective, research-based, and diverse teaching and learning practices at their sites. They ensure that every teacher is supported through high quality professional learning customized to the student's learning needs of their grade level and/or subject matter. The leader creates a collaborative culture amongst the staff, families, and community to support the learning goals of all students.

Fostering Community Trust

Leaders genuinely, actively, and regularly engage with diverse families and communities as partners in the shared work of educating students. To foster a trusting relationship, school leaders listen empathetically to the families and communities they serve and take action in a manner that demonstrates they honor and embrace the knowledge, skills, and cultural wealth of their families and communities.

Nurturing Diversity

Leaders integrate the cultural beliefs, attitudes, and expressions of the diverse needs of our students. Leaders promote behaviors, rules, and policies that support all student groups in achieving their learning goals. As a result, diverse student groups feel fully valued for who they are and motivated to learn.



Leader-Driven / Equity-Centered

1833 E. Street Fresno, CA 93706 | 559.457.3656



**LEADERSHIP
DEVELOPMENT**

Fresno Unified School District



Portrait of a LEADER

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Fresno Unified School District



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Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM B-26

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss the 2024/25 Strategic Budget Development Phase II

ITEM DESCRIPTION: At the January 24, 2024, Board of Education meeting the 2024/25 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On March 20, 2024, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2024/25 Governor's Proposed Budget
- Increase student engagement in the school & community:
 - Art & Music Education
 - Department of Prevention and Intervention
 - Diversity, Equity, and Inclusion
 - Early Learning
 - Facilities Management & Planning
 - Nutrition Services
 - Operational Services
 - Plant Maintenance
 - Plant Operations
 - Purchasing and Warehouse
 - Student Engagement
 - Transportation
- Expand student centered & real-world learning experiences:
 - Career Technical Education
 - College and Career Readiness
 - English Learner Services
 - Extended Learning

FINANCIAL SUMMARY: Not available at this time.

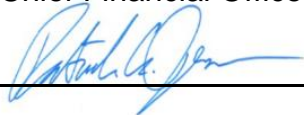
PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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







Fresno Unified
School District

Agenda Item B-26



2024/25

Strategic Budget Development Phase II

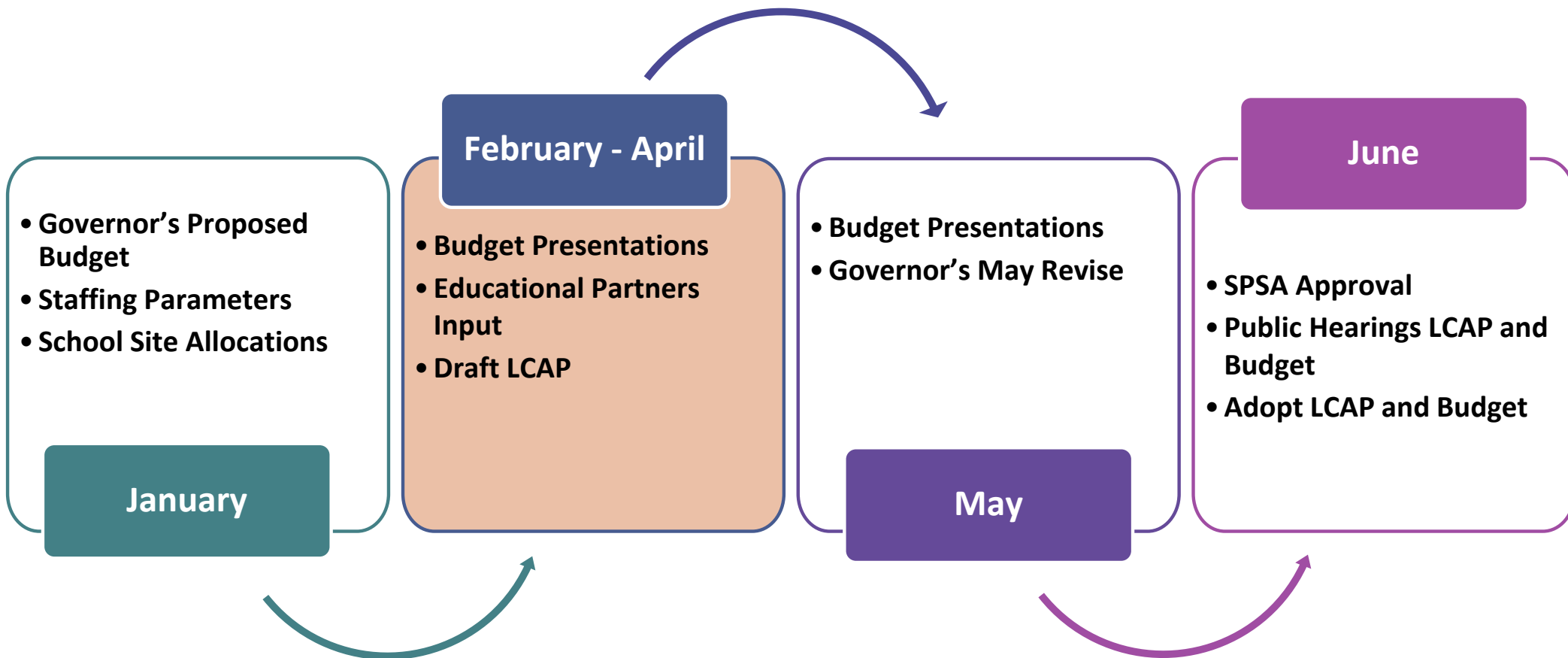
Board of Education

March 20, 2024

Outline

- Budget Development Timeline and Updates
 - State Economic Overview
- Budget Recommendation – Phase II
 - Increase Student Engagement in the School and Community**
 - Student Engagement
 - Arts & Music Education
 - Early Learning
 - Department of Prevention and Intervention
 - Diversity, Equity & Inclusion
 - Operational Services
 - Plant Operations
 - Facilities Management & Planning
 - Plant Maintenance
 - Nutrition Services
 - Transportation
 - Purchasing & Warehouse
 - Expand Student Centered and Real-World Learning Experiences**
 - Expanded Learning
 - College & Career Readiness
 - Career Technical Education
 - English Learner Services
- Upcoming Budget Discussions

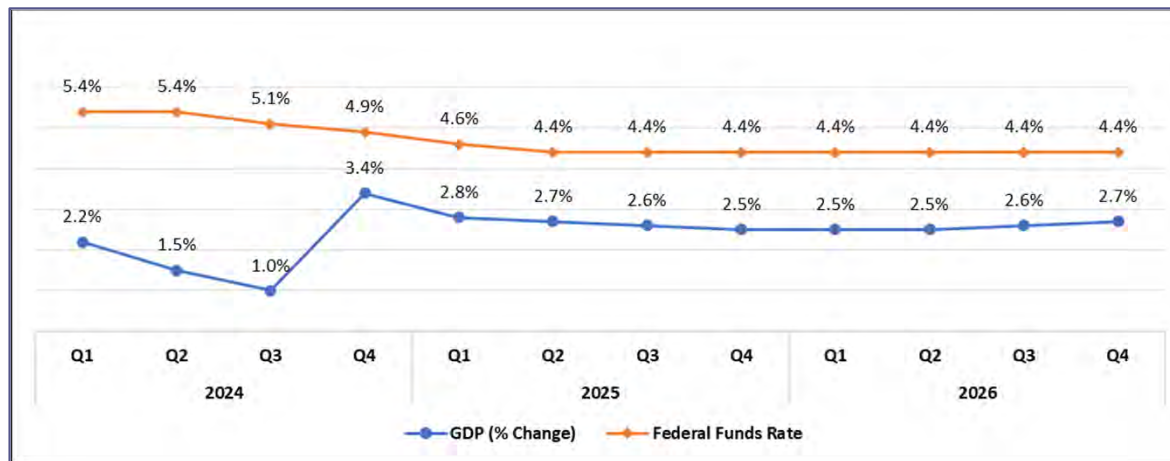
Financial Reporting Timelines



State Economic Overview

- UCLA Anderson Forecast – First Quarter Report

- Predict slow growth for the U.S. and California Economies and “A return to Normalcy” with no recession in the near term
- Gross Domestic Product (GDP) and Interest Rates – Predicts a dip by the third quarter of 2024 and then a rebound to 2.6% by 2026 (increase from 2.2% at beginning of 2024)

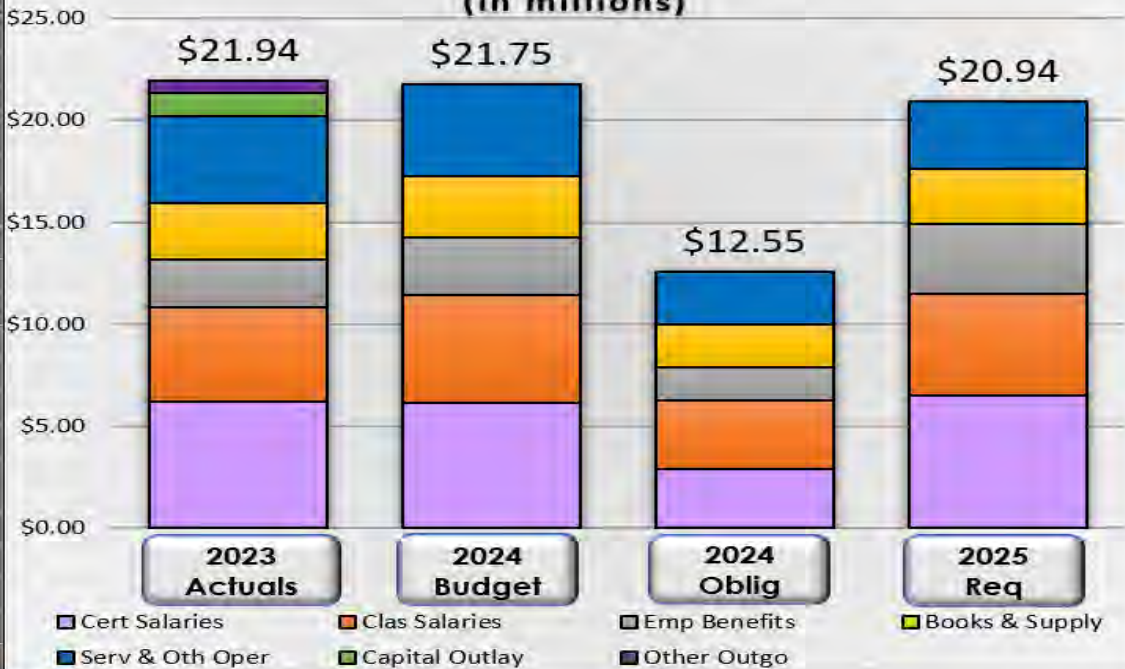


- Risks in the U.S Economy include geopolitical conflicts and gridlock in Washington D.C.
- Risk in California include housing, homelessness, public safety, disruptive climate events, and shutdown of trade with China
- “Despite these risks, economic tailwinds prevail and the U.S. and California economies continue to grow, albeit slowly through 2026 with no recession in sight.”

Student Engagement

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	9.00	9.00	0.00	9.00	0.00
Management	9.00	9.00	0.00	9.00	0.00
Total FTE	18.00	18.00	0.00	18.00	0.00

2024/25 Budget Notes:

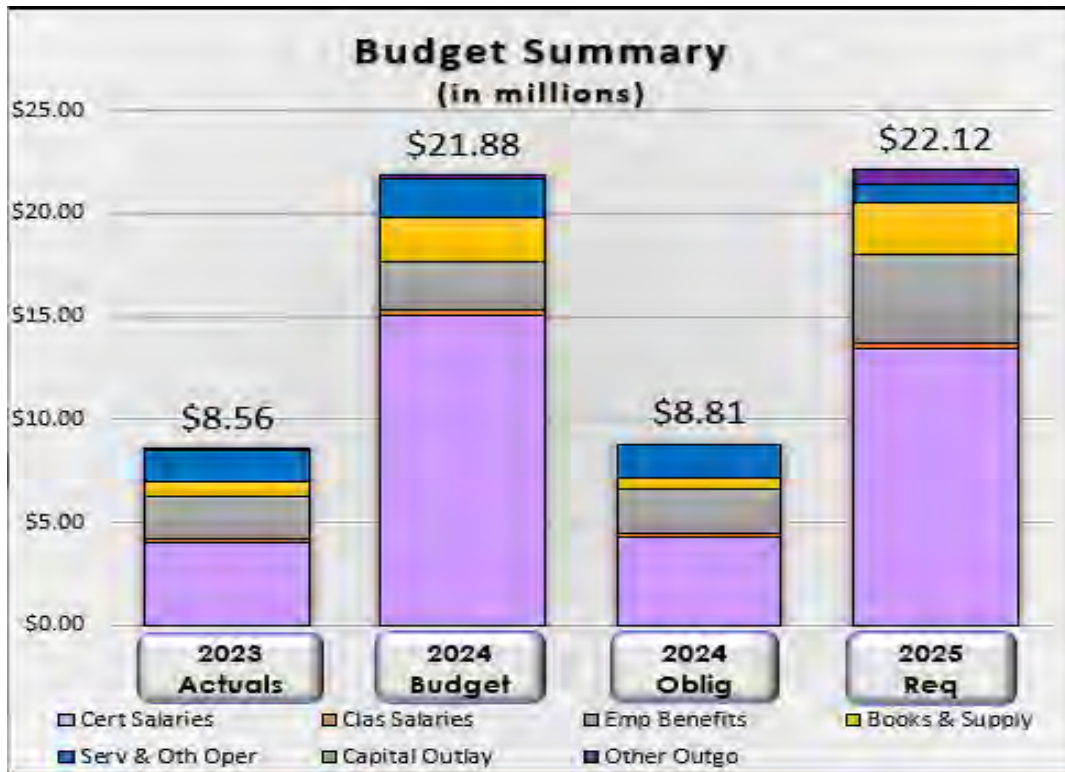
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce supplemental salaries – (\$390,000)
- Reduce supplies – (\$140,000)
- Reduce services – (\$585,000)
- Reduce travel – (\$15,000)

Note: 2023/24 includes \$1.2 million in one-time fund

Net Adjustments – (\$1.1 million) ongoing

Arts & Music Education

Increase Student Engagement in the School and Community



FTE SUMMARY					
Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	102.10	52.64	49.46	102.10	0.00
Classified	6.13	4.75	1.38	6.13	0.00
Management	0.00	0.00	0.00	0.00	0.00
Total FTE	108.23	57.39	50.84	108.23	0.00

2024/25 Budget Notes:

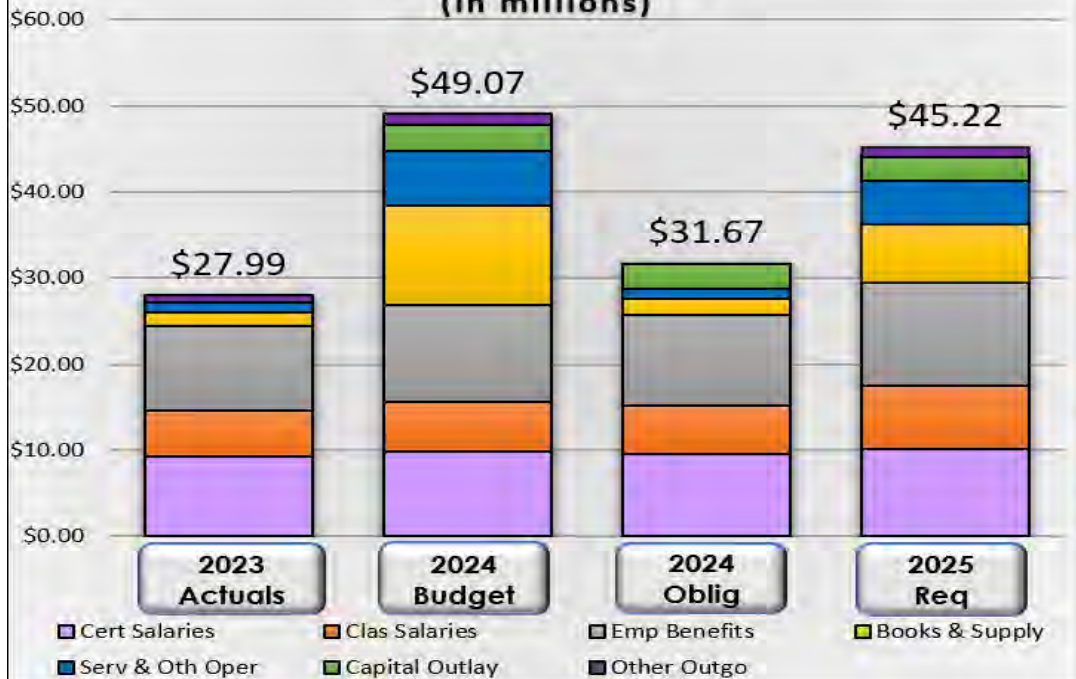
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce supplemental salaries – (\$30,000)
- Reduce supplies – (\$55,000)
- Reduce services – (\$105,000)
- Proposition 28 Arts and Music Education Funding Program allocates \$12.9 million to 100 school sites. Site plans were developed in winter 2023.
 - Proposition 28 requires 80% to be allocated to personnel
 - 2023/24 includes 46.4 Teacher FTE

Net Adjustments – (\$190,000) ongoing

Early Learning

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	118.00	113.00	5.00	115.00	-3.00
Classified	169.38	129.31	40.06	169.38	0.00
Management	11.00	10.00	1.00	11.00	0.00
Total FTE	298.38	252.31	46.06	295.38	-3.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 3.0 FTE Teacher on Special Assignment – (\$480,000)

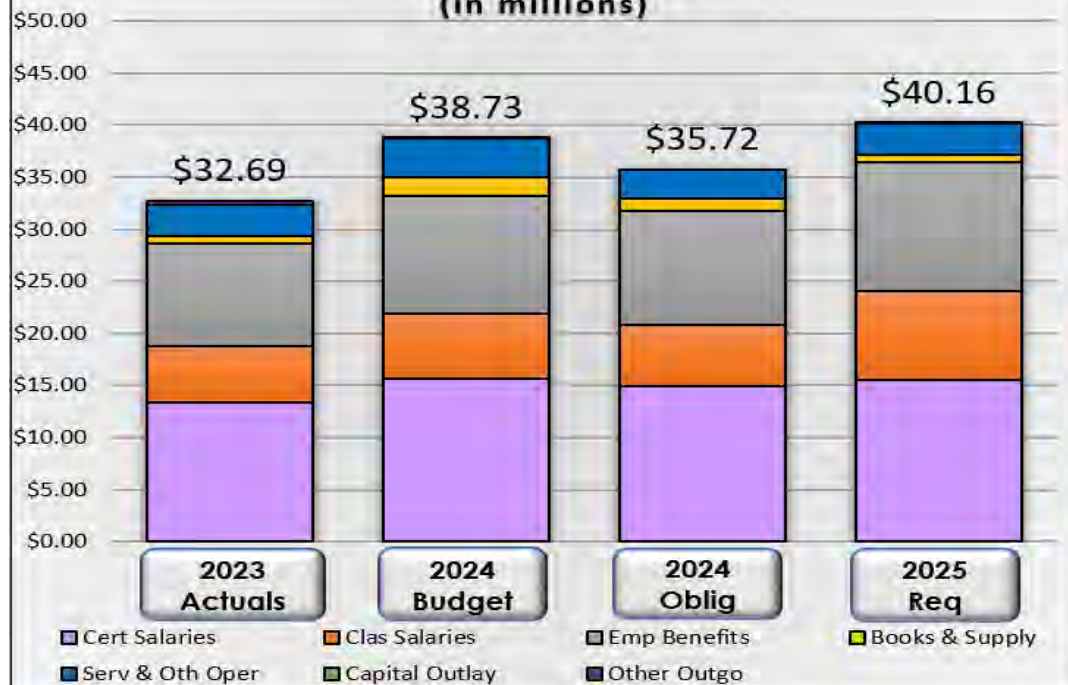
Note: 2023/24 includes \$4.1 million in one-time fund

Net Adjustments (3.0 FTE) – (\$480,000) ongoing

Department of Prevention and Intervention – Part 1

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	20.80	17.60	3.20	11.00	-9.80
Classified	125.00	91.50	33.50	120.50	-4.50
Management	133.05	124.05	9.00	129.05	-4.00
Total FTE	278.85	233.15	45.70	260.55	-18.30

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 8.0 FTE Climate and Culture Specialist – (\$1.2 million)
- Reduce 1.0 FTE Teacher on Special Assignment – (\$150,000)
- Reduce 3.0 FTE Counseling Resource Assistant – (\$210,000)
- Reduce 1.0 FTE Clinical Social Worker – (\$160,000)
- Reduce 1.5 FTE Prevention Intervention Specialist – (\$150,000)
- Add 1.0 FTE Secretary – \$90,000
- Reduce 1.0 FTE School Counselor – (\$165,000)
- Reduce 1.0 FTE and reduce duty days for 2.0 FTE Child Welfare & Attendance Specialist – (\$125,000)
- Reduce duty days Social Emotional Manager 1.0 (\$20,000)
- Reduce 0.80 FTE Teacher – (\$110,000)
- Shift 1.0 FTE Child Welfare from ESSER to ongoing to support eLearn
- Reduce supplemental and substitute salaries – (\$190,000)
- Reduce travel – (\$2,000)
- Reduce supplies – (\$215,000)
- Reduce services – (\$260,000)

Net Adjustments (16.3 FTE) – (\$3.0 million) ongoing

Department of Prevention and Intervention – Part 2 One-Time Increase Student Engagement in the School and Community

2024/25 Budget Notes:

- Continued Support of One-Time Funding
- Continue 3.0 FTE Restorative Practices Counselors – \$475,000
- Continue 1.0 FTE Manager III – \$188,000
- Continue 1.0 FTE Office Assistant III – \$85,000
- Continue 10.0 FTE Clinical Social Workers – \$1,600,000
 - 12.0 FTE allocated in 2023/24
- Continue 2.0 FTE Behavior Intervention Specialist – \$210,000
- Continue 1.0 FTE Behavior Support Advisor – \$175,000
- Continue 1.0 FTE Guidance Learning Advisor – \$165,000
- Continue 1.0 FTE Child Welfare & Attendance Specialist – \$85,000
- Continue contract for Registered Behavior Technicians – \$675,000
- Continue Care Solace contract – \$185,000
- Continue Professional Learning support – \$640,000

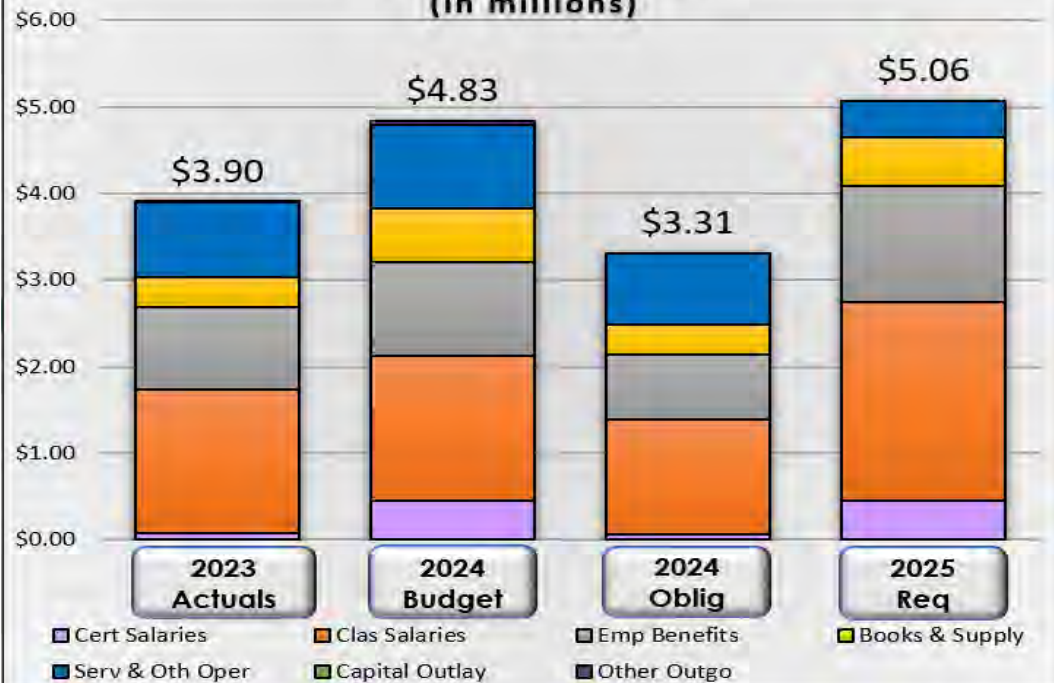
Note: 2023/24 includes \$5.4 million in one-time funds

Net Adjustments (2.0) FTE – \$4.5 million one-time

Diversity, Equity, & Inclusion

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	6.38	4.38	2.00	6.38	0.00
Management	12.00	9.00	3.00	14.00	2.00
Total FTE	18.38	13.38	5.00	20.38	2.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Add 1.0 FTE Executive Officer (*offset by reduction in Data Psychometrics*)
- Add 1.0 FTE Manager III - \$150,000
- Reduce supplemental salaries– (\$107,000)
- Reduce services – (\$108,000)

Net Adjustments 2.0 FTE – (\$ 65,000) ongoing

Operational Services

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.

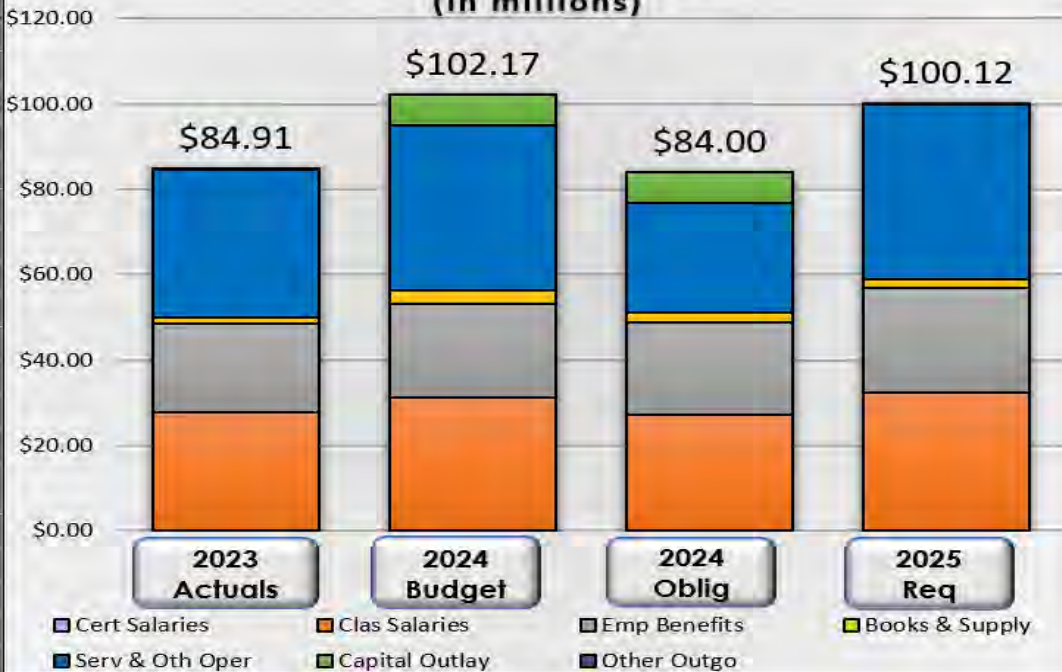
FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	1.00	1.00	0.00	1.00	0.00
Management	1.00	1.00	0.00	1.00	0.00
Total FTE	2.00	2.00	0.00	2.00	0.00

Plant Operations (Custodial/Grounds)

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	573.65	508.44	65.21	573.65	0.00
Management	9.00	5.00	4.00	9.00	0.00
Total FTE	582.65	513.44	69.21	582.65	0.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Increase Utilities (*Already Included in Multi-Year of \$1.5 million*)
- Increase waste and recycling – \$280,000
- Increase indoor air quality testing – \$110,000
- Increase to support air filters – \$200,000
- Increase to support rehabilitation of fields – \$180,000
- Increase for pest control services – \$50,000

2024/25 One-Time:

- Add support for computer equipment – \$150,000

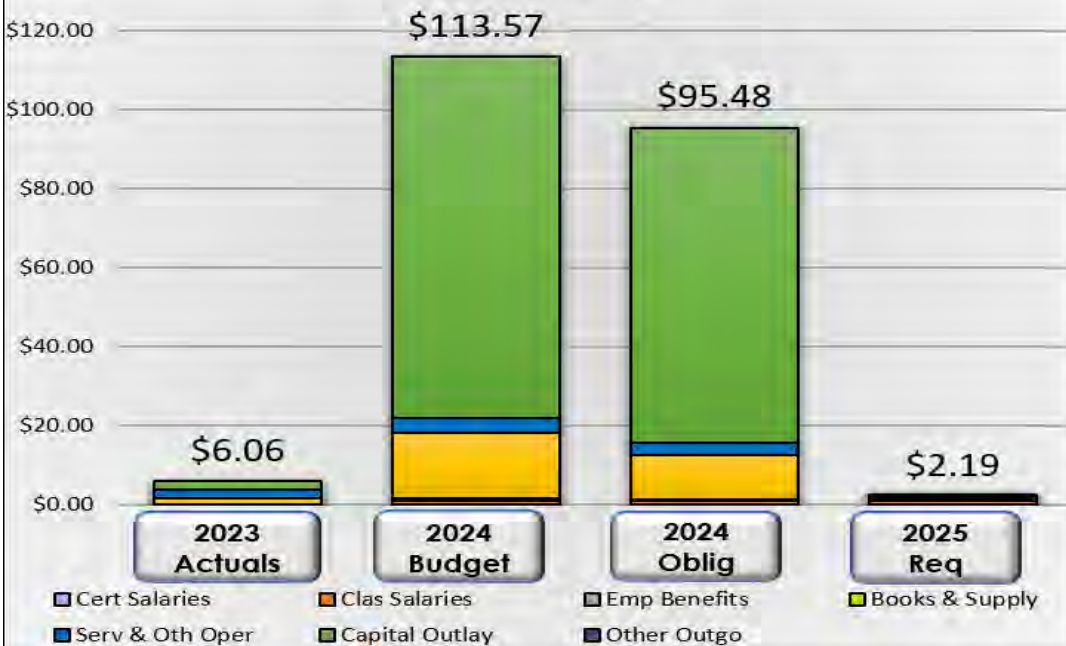
Note: 2023/24 includes \$4.5 million in one-time funds

Net Adjustments – \$820,000 ongoing; \$150,000 one-time

Facilities Management & Planning

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	3.00	3.00	0.00	3.00	0.00
Management	5.32	4.72	0.60	5.32	0.00
Total FTE	8.32	7.72	0.60	8.32	0.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce supplies – (\$4,000)

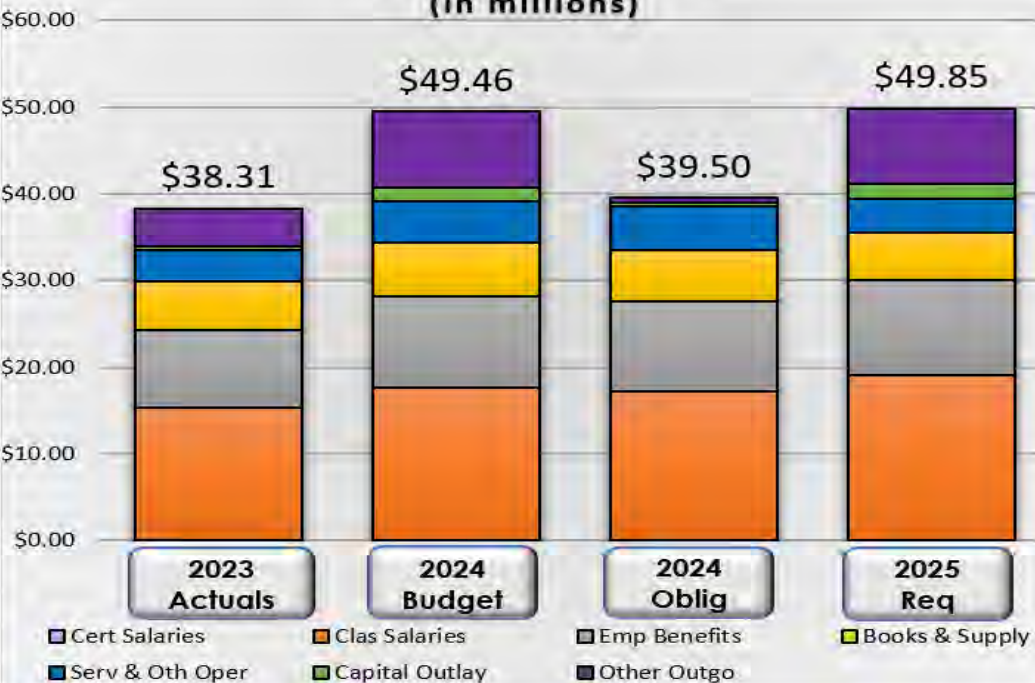
Note: 2023/24 includes \$111 million in one-time funds to support HVAC and student support space projects

Net Adjustments – (\$4,000) ongoing

Plant Maintenance (Trades)

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Required 3% contribution of the General Fund

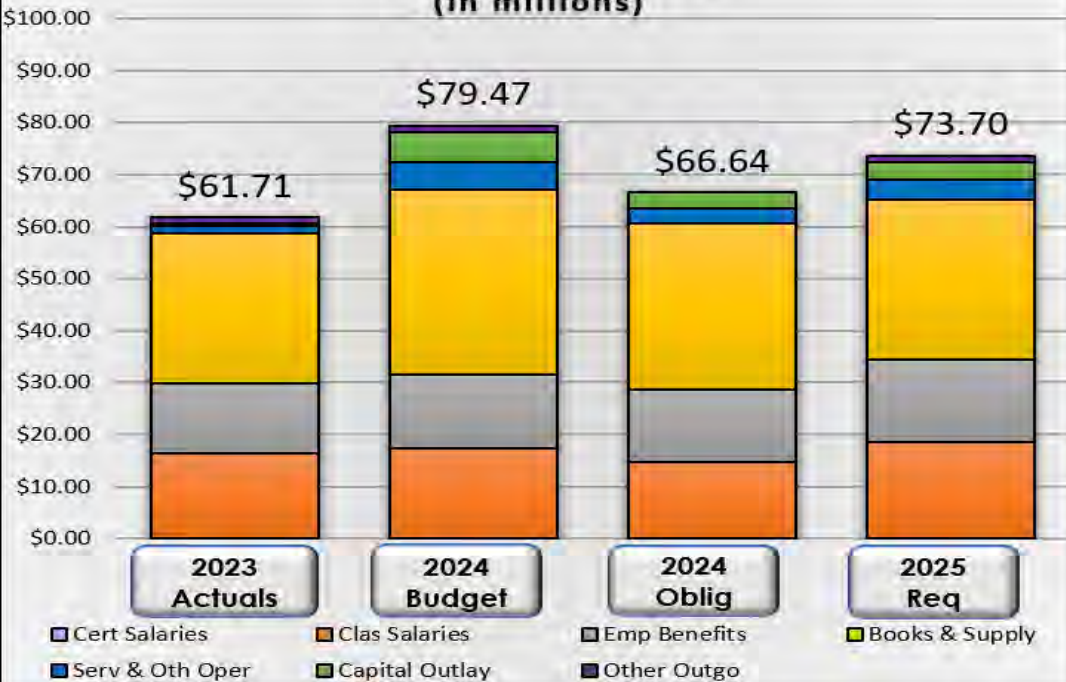
FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	190.56	169.06	21.50	190.56	0.00
Management	10.50	7.50	3.00	10.50	0.00
Total FTE	201.06	176.56	24.50	201.06	0.00

Nutrition Services

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	408.13	340.48	67.65	414.50	6.38
Management	16.50	13.50	3.00	16.50	0.00
Total FTE	424.63	353.98	70.65	431.00	6.38

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Convert 0.38 FTE to 0.75 FTE Nutrition Services Assistant total 7.3 FTE – \$420,000
- Add 1.0 FTE Nutrition Services Manager – \$100,000
- Add 0.88 FTE Cook/Baker – \$65,000
- Reduce 1.8 FTE Nutrition Services Operator – (\$125,000)
- Reduce 1.0 FTE Office Assistant – (\$85,000)

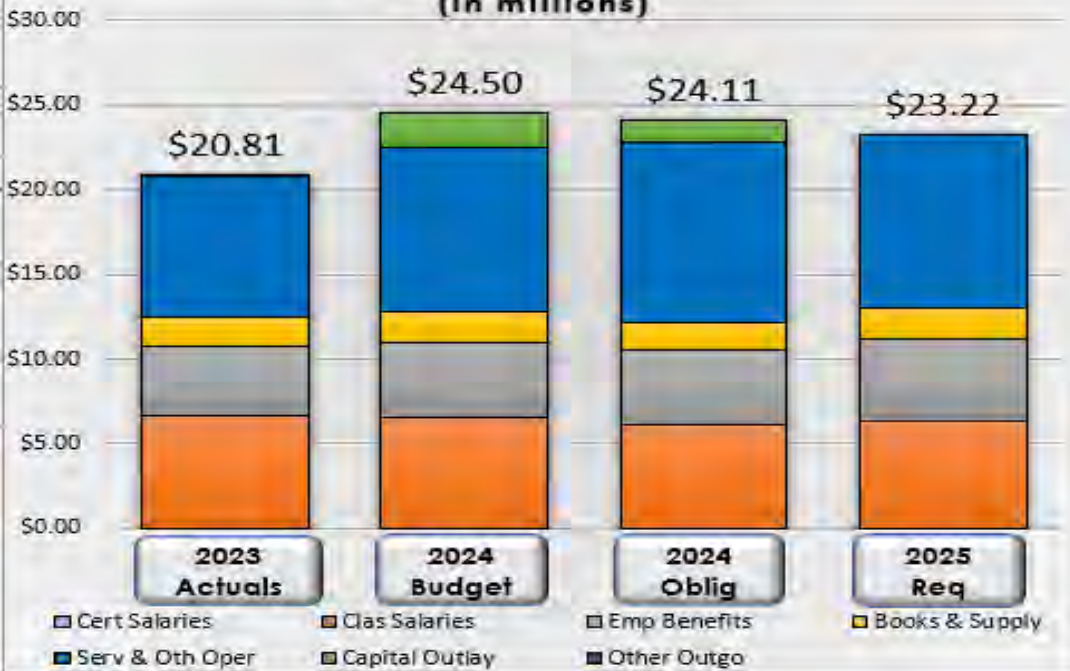
Note: 2023/24 includes \$8.0 million in one-time Kitchen Infrastructure Grants

Net Adjustments 6.4 FTE – \$375,000 ongoing

Transportation

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	112.00	98.00	14.00	112.00	0.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	115.00	101.00	14.00	115.00	0.00

2024/25 Budget Notes:

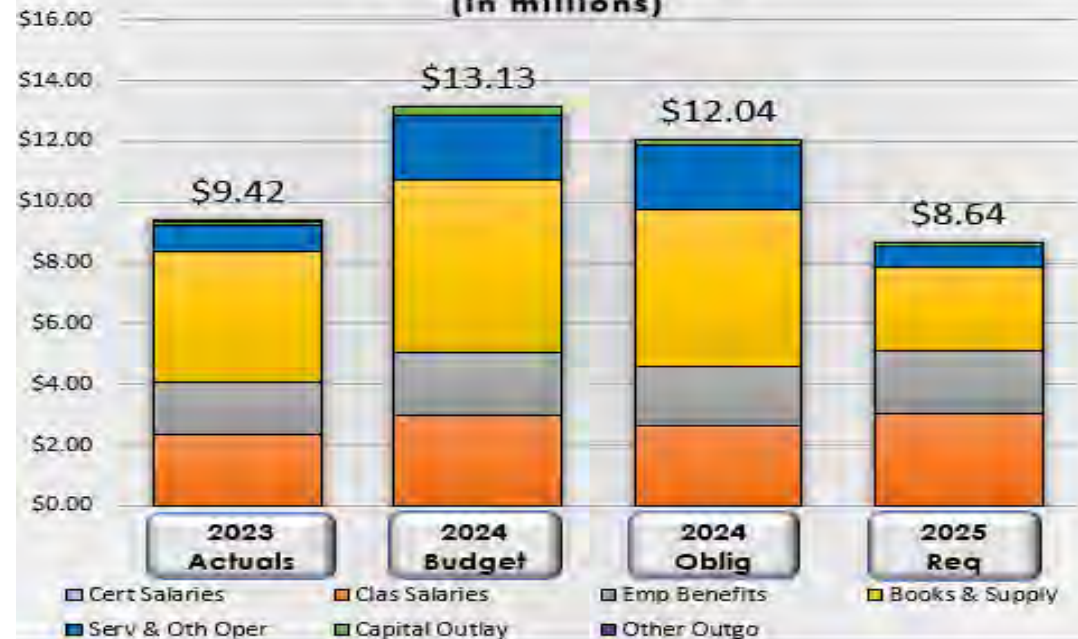
- Net increase includes: salary increase, statutory benefits, etc.
- Reduce First Student based on actual experience – (\$1.0 million)

Net Adjustments – (\$1.0 million) ongoing

Purchasing & Warehouse

Increase Student Engagement in the School and Community

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce baseline classroom based on actual experience – (\$250,000)
- Reduce copier Maintenance – (\$120,000)
- Reduce equipment – (\$20,000)

Note: 2023/24 includes \$4.9 million in one-time funds

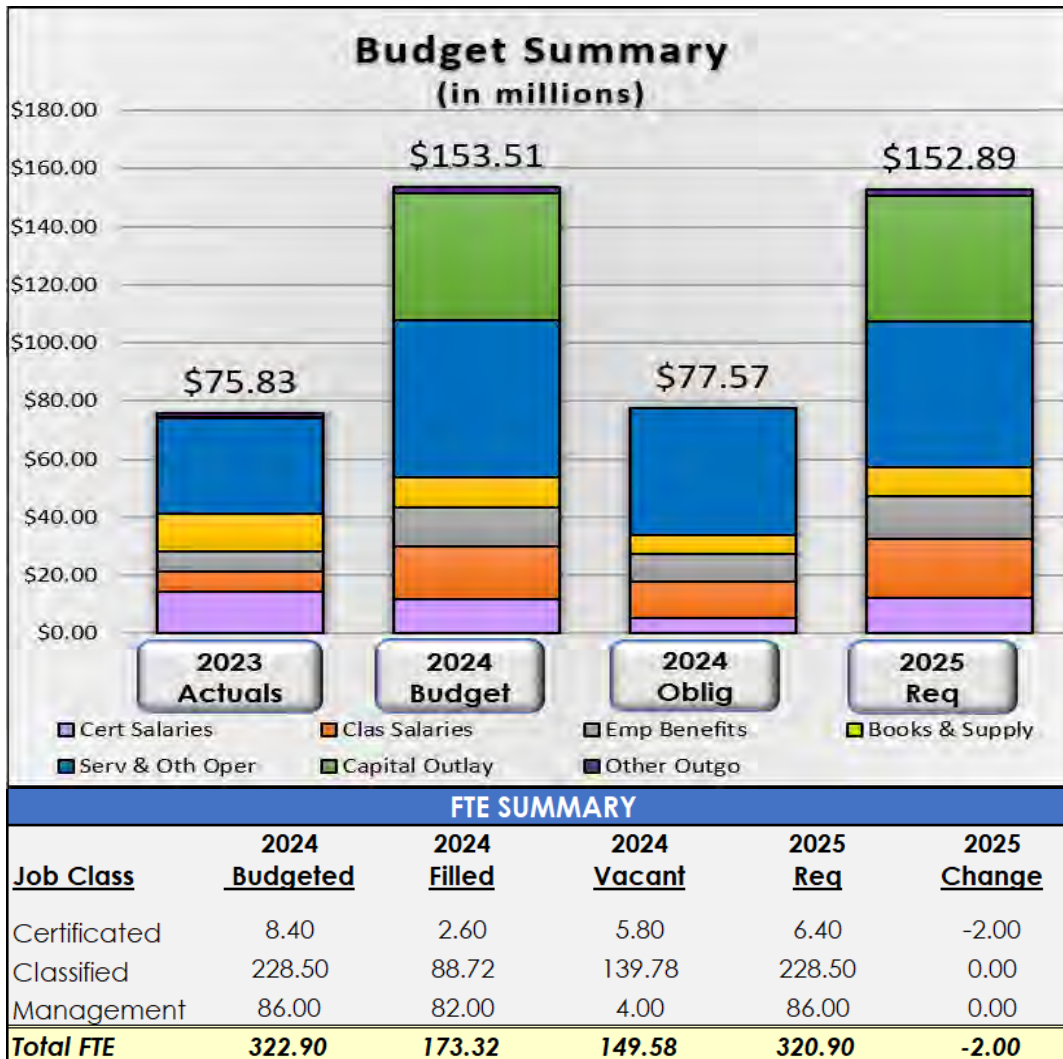
FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	42.00	42.00	0.00	42.00	0.00
Management	3.00	3.00	0.00	3.00	0.00
Total FTE	45.00	45.00	0.00	45.00	0.00

Net Adjustments – (\$390,000) ongoing

Expanded Learning

Expand Student Centered and Real-World Learning Experiences



2024/25 Budget Notes:

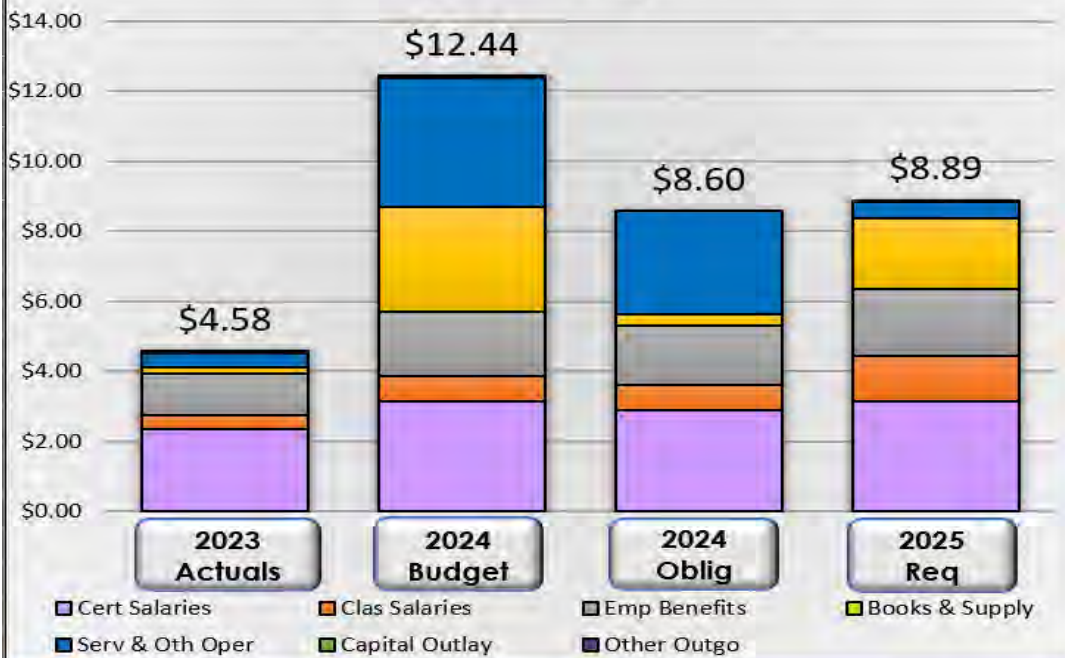
- Net increase includes: salary increase, statutory benefits, etc.
- Supported by Expanded Learning Opportunities Program (ELOP), After School Grant, 21st Century
- Reduce 2.0 FTE Teacher on Special Assignment – (\$320,000)
- Carryover of \$49.3 million to assist with Aviation facility
- Shift Summer School Support to ELOP (\$1.2 million)

Net Adjustments (2.0) FTE – (\$1.5 million) ongoing

College & Career Readiness

Expand Student Centered and Real-World Learning Experiences

Budget Summary
(in millions)



2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 1.2 FTE Senior High Teacher extra periods – (\$195,000)
- Reduce travel – (\$40,000)
- Reduce supplies – (\$20,000)
- Reduce services – (\$465,000)

Note: 2023/24 includes \$2.7 million in one-time fund

FTE SUMMARY

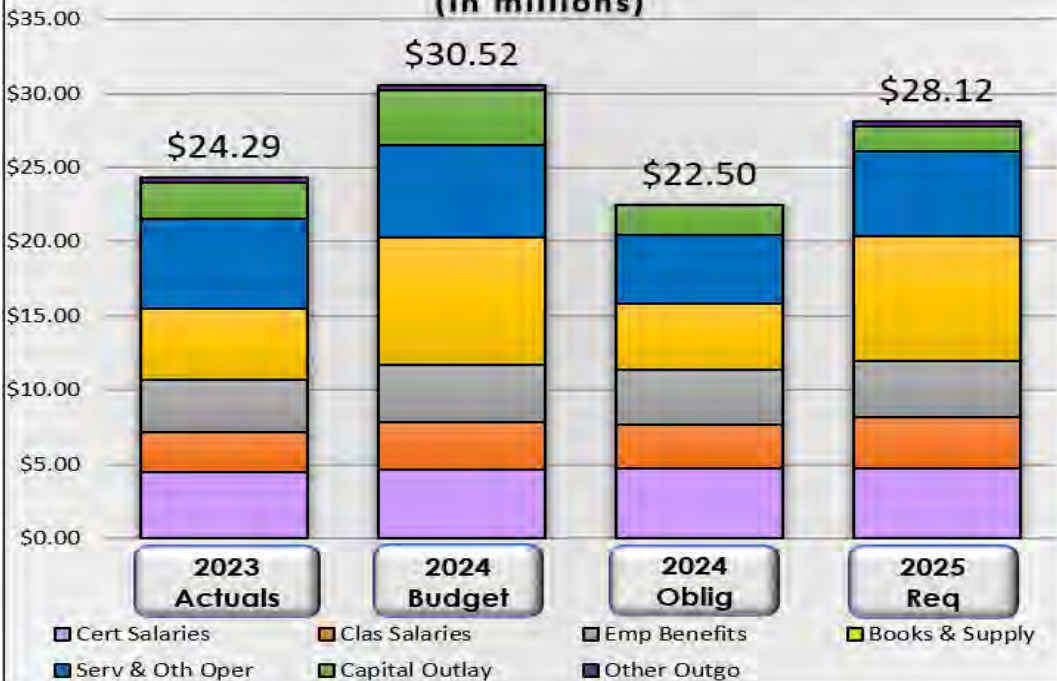
Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	4.40	4.00	0.40	3.20	-1.20
Classified	5.00	5.00	0.00	5.00	0.00
Management	28.00	24.00	4.00	28.00	0.00
Total FTE	37.40	33.00	4.40	36.20	-1.20

Net Adjustments (1.2 FTE) – (\$720,000) ongoing

Career Technical Education

Expand Student Centered and Real-World Learning Experiences

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	37.60	35.80	1.80	35.60	-2.00
Classified	16.00	15.00	1.00	16.00	0.00
Management	0.00	0.00	0.00	0.00	0.00
Total FTE	53.60	50.80	2.80	51.60	-2.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 2.0 FTE Teacher on Special Assignment – (\$320,000)
- Reduce supplemental Salaries – (\$90,000)
- Reduce travel – (\$420,000)
- Reduce supplies – (\$405,000)
- Reduce services – (\$70,000)

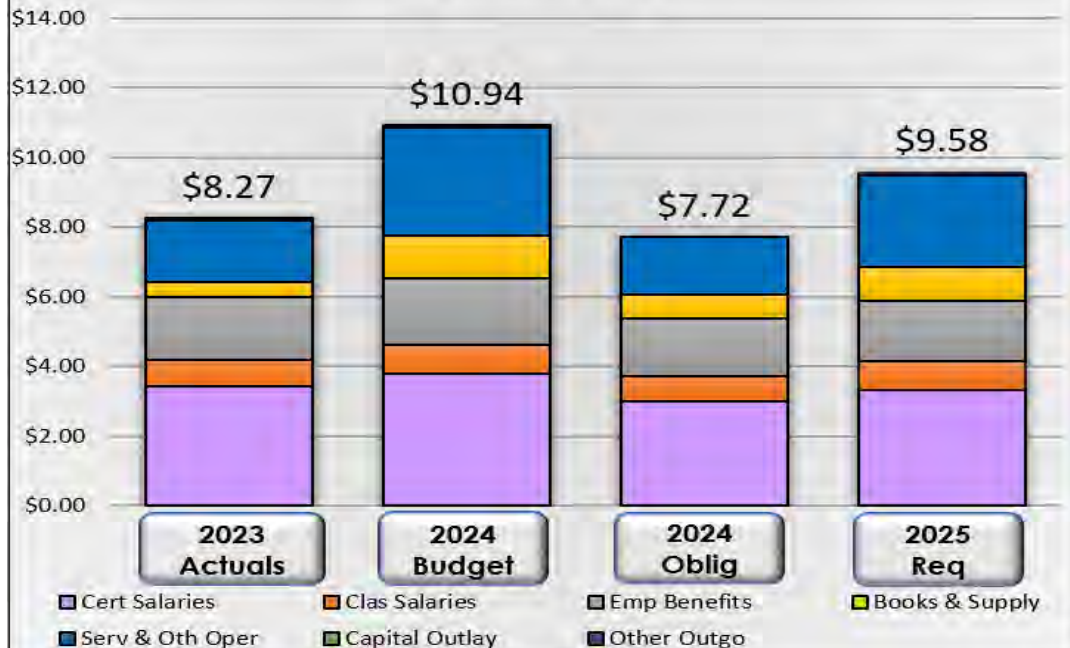
Note: 2023/24 includes \$1.8 million in one-time fund

Net Adjustments (2.0 FTE) – (\$1.3) million ongoing

English Learner Services

Expand Student Centered and Real-World Learning Experiences

Budget Summary
(in millions)



FTE SUMMARY

Job Class	2024 Budgeted	2024 Filled	2024 Vacant	2025 Req	2025 Change
Certificated	16.00	13.13	2.88	12.00	-4.00
Classified	13.50	12.06	1.44	13.50	0.00
Management	7.00	7.00	0.00	7.00	0.00
Total FTE	36.50	32.19	4.31	32.50	-4.00

2024/25 Budget Notes:

- Net increase includes: salary increase, statutory benefits, etc.
- Reduce 4.0 FTE Teachers on Special Assignment – (\$640,000)

Note: 2023/24 includes \$720,000 in one-time funds

Net Adjustments (4.0 FTE) – (\$640,000) ongoing

Increase Student Engagement in the School and Community

Department	One-Time	Ongoing	FTE
Student Engagement	--	(\$1.1)	--
Arts & Music Education	--	(\$0.2)	--
Early Learning ^(C)	--	(\$0.5)	(3.0)
Department of Prevention and Intervention	\$4.5	(\$3.0)	(18.3)
Diversity, Equity, & Inclusion ^(A)	--	(\$0.1)	2.0
Operational Services	--	--	--
Plant Operations (Custodial/Grounds) ^(B)	\$0.2	\$0.8	--
Facilities Management & Planning	--	--	--
Plant Maintenance (Trades)	--	--	--
Nutrition Services ^(C)	--	\$0.4	6.4
Transportation	--	(\$1.0)	--
Purchasing & Warehouse	--	(0.4)	--
Total	\$4.7	(\$5.1)	(12.9)

^(A) Add 1.0 FTE Executive Officer (*offset by reductions in Data Psychometrics*)

^(B) Increase utilities (*Already included in Multi-Year Projections of \$1.5 million*)

^(C) Early Learning and Nutrition Services mainly covered by grant funds

Expand Student Centered and Real-World Learning Experiences

Department	One-Time	Ongoing	FTE
Expanded Learning ^(D)	--	(\$1.5)	(2.0)
College & Career Readiness	--	(\$0.7)	(1.2)
Career Technical Education	--	(\$1.3)	(2.0)
English Learner Services	--	(\$0.6)	(4.0)
Total	--	(\$4.1)	(9.2)

^(D) Expanded Learning mainly covered by grant funds

Upcoming Budget Discussions

- ❑ Board Presentations – Budget
 - ❑ April 2024
- ❑ Governor's May Revise
 - ❑ May 2024
- ❑ Public Hearing & Adoption of LCAP & Budget
 - ❑ June 2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: March 20, 2024,

AGENDA ITEM C-27

AGENDA SECTION: C

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Receive

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2023, through January 31, 2024. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2023, through January 31, 2024, in accordance with Education Code § 35186.

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.



**BOARD OF EDUCATION**

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Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between November 1, 2023 and January 31, 2024

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	43	14	21	28.43
Uniform Complaint Procedures (UCP)	1	0	1	34.0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	623	4	14	1.13
Special Education Requests	31	0	7	1.23
Other Complaints	29	1	5	1.36
Public Records Act Request	50	6	12	3.04
TOTAL	777	25	60	2.44

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☐ April 2023
(check one) ☐ July 2023
☐ October 2023
☒ January 2024

Date for information to be reported publicly at governing board meeting: March 20, 2024

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

Date