



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

AGENDA
WEDNESDAY, AUGUST 23, 2023
***4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12. The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board’s consideration of the item.

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

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

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

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

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. Administrator
 - b. Director
 - c. Executive Officer
 - d. Principal
5. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Anthony Ambra v. Fresno Unified Workers' Compensation
Fresno Unified Case No. WC19-0503-3102
 - b. Receipt of a Claim Pursuant to the Government Claims Act
Claim GL23-0608-9292
 - c. Potential Case (1)

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

PLEDGE OF ALLEGIANCE

Wendy McCulley will lead the flag salute.

ADOPT Resolutions Honoring Former Fresno Unified Board Members

Presented for adoption are Resolutions 24-08 through 24-11 to recognize former Fresno Unified School District Board Members, Patricia Barr, Mary Curry, Lindsay "Cal" Johnson, and Nancy Richardson as Trustees Emeriti.

RECOGNIZE Staff Member for Contributions to the Council of Great City Schools

Dr. Raymond Hart, Executive Director of the Council of Great City Schools will present the Distinguished Service Award to a Fresno Unified staff member.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the August 09, 2023, regular Board meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the August 09, 2023, Board of Education regular meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, ADOPT Resolution 24-07, Certifying Course-Based Independent Study at eLearn Academy

Included in the Board binders is Resolution 24-07 Certifying Course-based Independent Study at eLearn Academy for the 2023/24 school year. This annual resolution certifies students at e-Learn Academy will receive an instructional program with synchronous and asynchronous instruction equivalent to in-person instruction provided in Fresno Unified School District schools. 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. CONSENT AGENDA – continued

A-5, APPROVE Position and ADOPT Job Description of Manager, Grounds and Landscape Services and Classified Management Salary Schedule 261 Duty Days

Included in the Board binders are the job description of Manager, Grounds and Landscape Services and the Classified Management Salary Schedule 261 Duty Days with Manager, Grounds and Landscape Services placement on E-24. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Operations and Maintenance Department Budgets. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE the 2023/24 Spring Release Consolidated Application to the California Department of Education

Included in the Board binders is a budget summary for the Consolidated Application (Con App). The Con App is a tool used by the California Department of Education (CDE) to distribute funds from federal programs to school districts across California. The funds received from this application enable the district to serve students through activities described in each School Plan for Student Achievement (SPSA) and in the district's Local Control and Accountability Plan (LCAP). The Superintendent recommends approval. Fiscal impact: Total funding for categorical programs was included in the 2023/24 Adopted Budget approved by the Board on June 21, 2023. Contact person: Patrick Jensen, telephone 457-6226.

A-7, APPROVE Addendum to Provide an Additional Student Resource Officer Supervisor

Included in the Board binders is an addendum with the City of Fresno and the Fresno Police Department to add a School Resource Officer (SRO) Sergeant, bringing the total to three supervisors that support 34 student resources officers at Fresno Unified, Central Unified, Sanger Unified and a new SRO for Fresno County's Office of the Superintendent. This school year, as part of our phased in approach to return student resources officers to middle schools, the Fresno Police Department assigned our last five sites with an SRO. Fresno Unified has twenty-five secondary sites supported by a Fresno Police Department SRO. Costs associated with the additional supervisor will be shared. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$117,513 are available in the Safety and Security Budget. Contact person: Deputy Superintendent, Misty Her, telephone 457-3633.

A-8, APPROVE Multiyear Agreement with K12 Strategic Technology Advisory Group for the Continuous Improvement Leadership Cohort for Digital Transformation and Growth

Included in the Board binders is information on the multiyear agreement with K12 Strategic Technology Advisory Group for the Continuous Improvement Leadership Cohort for digital transformation and growth.

A. CONSENT AGENDA – continued

This three-year cohort aims to foster continuous improvement, enhance leadership capabilities, and drive positive change within participating large urban K12 districts. The program includes an in-depth Information Technology (IT) Department review, strategic roadmap development, ongoing coaching and mentoring, and collaborative learning opportunities with IT leaders of large urban districts. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$29,500 are available in the Information Technology budget for the annual payment. Contact person: Tami Lundberg, telephone 457-3560.

A-9, APPROVE Memorandums of Understanding with Partner Organizations Involved in the Equity-Centered Pipeline Initiative

Included in the Board binders are Memorandums of Understanding with Partner Organizations involved in the Equity-Centered Pipeline Initiative (ECPI). Approval is requested for the three Memorandums of Understanding with the partner institutions involved in the Equity-Centered Pipeline Initiative awarded by The Wallace Foundation. Through partnerships with San Diego State University, National University, and the Commission on Teacher Credentialing, the grant will support the development of an equity-centered leadership pipeline. Fresno Unified is required to serve as the fiscal agent to distribute and monitor the grant funds to the partner organizations. The Superintendent recommends approval. Fiscal impact: The award amount for the district is \$800,000 in Year 3 and approximately \$4 Million over five years. The individual partner awards will be distributed and monitored by Fresno Unified as the fiscal agent for the grant. Contact person: Deputy Superintendent, Misty Her, telephone 457-3633.

A-10, APPROVE Award of Request for Qualifications 24-08, Health Professionals Staffing Services

Included in the Board binders is information on Request for Qualifications (RFQ) 24-08, Health Professionals Staffing Services, to qualify vendors in the categories of Licensed Vocational Nurse and Registered Nurse. Success will be measured by appropriate nurse staffing contributing to improved student health, safety, and abilities to learn. The term is a three-year period with the option to renew for two additional one-year periods and will begin September 01, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,400,000 are available in the Elementary and Secondary School Emergency Relief III and Health Services Budgets. Contact person: Deputy Superintendent, Misty Her, telephone 457-3633.

A-11, APPROVE Award of Request for Proposals 24-10, Air Purifier Upgrades for Various Sites

Included for Board consideration and approval is information on Request for Proposals 24-10, Air Purifier Upgrades for Various Sites, to establish fixed pricing for air purifiers, filters, cells, lamps, catalysts, etc. and services related to changing out filters and consumables.

A. CONSENT AGENDA – continued

The evaluation panel, comprised of Fresno Unified School District Environmental staff and a district approved engineering firm, Net Positive Consulting Engineers, recommend approval of the following vendors: Oransi, LLC (Radford, VA) \$4,225,038 (est. amount), and Trane, U.S. Inc. (Fresno, CA) \$2,912,371 (est. amount). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the estimated amount of \$7,137,409 are available in the Elementary and Secondary School Emergency Relief III Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-12, DENY Claim GL23-0608-9292

Included in the Board binders is a Claim for Damages by a minor, case GL23-0608-9292. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-13, RATIFY Agreement with Elite Event Center

Included in the Board binders is an agreement with Elite Event Center. Elite Event Center hosted science instructional materials adoption professional learning for kindergarten through sixth-grade elementary teachers. This training served district-wide educators at all elementary sites, on August 02, 07, 08, and 09, which required a venue large enough to accommodate up to 200 participants twice a day for five days; an additional training will be served on August 10, 2023. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$25,400 are available in the Textbook Adoption Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-14, RATIFY Agreement with Nightingale Dispute Consultants, Inc.

Included in the Board binders is an agreement with Nightingale Dispute Consultants, Inc. to provide certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services as delineated in the attached consulting agreement. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$45,000 are available in the Human Resources/Labor Relations Budget. Contact person: David Chavez, telephone 457-3548.

A-15, RATIFY Change Orders

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

Bid 21-41, Duncan Polytechnical High School Career Technical Education (CTE)
Medical Science Building
Change Order 7 presented for ratification \$40,391

A. CONSENT AGENDA – continued

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

Change Order 1 (CTE Building) presented for ratification \$3,603

Change Order 1 (Interim Housing) presented for ratification \$12,486

Change Order 2 (Interim Housing) presented for ratification \$27,041

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$83,521 are available in the Measure M budget for Bids 21-41 and 23-02. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

6:30 P.M.

B-16, PRESENT and DISCUSS Bulldog Bound Partnership with Fresno State

Staff will present a new partnership with Fresno State to launch a program called Bulldog Bound. Bulldog Bound is Fresno State's guaranteed admissions program that will provide high school students from partnering school districts who meet the minimum California State University requirements a guaranteed spot after graduation. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Deputy Superintendent, Misty Her, telephone 457-3633.

C. RECEIVE INFORMATION & REPORTS

C-17, RECEIVE the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2022/23

Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of June 30, 2023, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

C-18, 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 May 01, 2023, through July 31, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from May 01, 2023, through July 31, 2023, in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

NEXT SCHEDULED MEETING
WEDNESDAY, SEPTEMBER 13, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA SECTION: C – Recognize

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolutions Recognizing Trustees Emeriti

ITEM DESCRIPTION: Included in the Board binders are resolutions 24-08 through 24-11 presented for adoption which recognize former Fresno Unified School District board members as Trustees Emeriti as follows: Patricia Barr, Mary Curry, Lindsay “Cal” Johnson, and Nancy Richardson.

Fresno Unified School District recognizes these individuals for their long-standing commitment to the Fresno community.

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

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

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Appointing)
Former Trustee Patricia Barr)
as Trustee Emeritus)**

Resolution 24-08

WHEREAS, upon her retirement from teaching in 2001 Pat Barr's former students urged her to run for the Fresno Unified School District School Board.

WHEREAS, Ms. Barr was elected to Fresno Unified School District Board in 2002 to represent the Bullard region.

WHEREAS, Ms. Barr served as a member of the Fresno Unified School Board until 2006, serving as the Board President from 2003 – 2004.

WHEREAS, Ms. Barr has continued to serve the Fresno Community through her leadership in the Fresno County Democratic Women's Club and the Workforce Development Board developing a PG&E training program designed to recruit and train military veterans for employment in the field.

NOW, THEREFORE BE IT RESOLVED, this Board herein extends its deepest appreciation to Ms. Barr for her dedication to the district and the Fresno community and appoints her Trustee Emeritus for Fresno Unified School District.

BE IT FURTHER RESOLVED, a copy of this Resolution will be provided to Ms. Barr to share with friends and family members.

ADOPTED THIS August 23, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

Genoveva Islas, Board President

Robert G. Nelson, Ed.D., Superintendent



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Appointing)
Former Trustee Mary Curry)
as Trustee Emeritus)**

Resolution 24-09

WHEREAS, Mrs. Mary Curry has been a champion of educational and community equality for over five decades.

WHEREAS, Mrs. Curry's passion to develop solutions to prevent the erosion of West Fresno schools and reexamine staff diversity led her to run for the Fresno Unified School District Board of Trustees.

WHEREAS, Mrs. Curry was elected in 1985 as the first African American Trustee and reelected in 1990, serving as Board President from 1988-1990.

WHEREAS, Mrs. Curry's commitment to her community is further evidenced by the success of the Edison Computech program, her strong advocacy for West Fresno, and her environmental justice efforts to improve air quality so families live in safe and healthy environments.

NOW, THEREFORE BE IT RESOLVED, this Board herein extends its deepest appreciation to Mrs. Curry for her dedication to the children and families of Fresno and appoints her Trustee Emeritus for Fresno Unified School District.

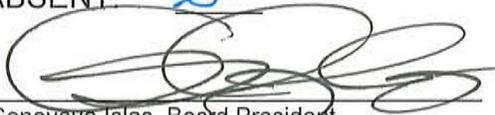
BE IT FURTHER RESOLVED, a copy of this Resolution will be provided to Mrs. Curry to share with friends and family members.

ADOPTED THIS August 23, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



Genoveva Islas, Board President



Robert G. Nelson, Ed.D., Superintendent



BOARD OF EDUCATION

Genoveva Islas, President
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SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Appointing)
Former Trustee Lindsay “Cal” Johnson)
as Trustee Emeritus)**

Resolution 24-10

WHEREAS Mr. Johnson attended local schools, graduating from Edison High School, and earning both his bachelor’s and master’s degrees from California State University, Fresno.

WHEREAS, Mr. Johnson served on the Fresno Unified School District Board of Trustees from 2007 – 2015, serving as Board President from 2014 - 2015.

WHEREAS, while serving as a trustee, Mr. Johnson strongly advocated for the West Fresno community to ensure the completion of Gaston Middle School and the design of the Edison gymnasium to include study areas for student athletes.

WHEREAS, Mr. Johnson has demonstrated a wide range of commitment towards education through his years as a counselor, an instructor, and his career at Reedley College.

WHEREAS, Mr. Johnson has spent several decades improving the lives of local residents, beginning with his work with Youth Corp, his time as a Board member of the West Fresno Health Coalition, and his ongoing work with the developmentally disabled.

NOW, THEREFORE BE IT RESOLVED, this Board herein extends its deepest appreciation to Mr. Johnson for his dedication to the Fresno community and appoints him Trustee Emeritus for Fresno Unified School District.

BE IT FURTHER RESOLVED, a copy of this Resolution will be provided to Mr. Johnson to share with friends and family members.

ADOPTED THIS August 23, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



Genoveva Islas, Board President



Robert G. Nelson, Ed.D., Superintendent



BOARD OF EDUCATION

Genoveva Islas, President
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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 Appointing)
Former Trustee Nancy Richardson)
as Trustee Emeritus)**

Resolution 24-11

WHEREAS, Mrs. Nancy Richardson served two terms as a Fresno Unified School Board Trustee, first from 1975 -1979 and again from 1990 -1993.

WHEREAS, during her time on the Board, Mrs. Richardson acted to end illegal segregation of students, gender discrimination of staff, and worked to build community support for additional school sites.

WHEREAS, Mrs. Richardson also served as the Assistant to the Superintendent from 2004 - 2005 and worked to restore solvency and responsible fiscal management within the district.

WHEREAS, Mrs. Richardson was the first person in Fresno County to be a CASA Court Appointed Special Advocate.

WHEREAS, Mrs. Richardson has devoted her life to addressing issues that impact children and families within our community through her work as the Interagency Coordinator for Children's Services, the chair of the Fresno County Foster Care Oversight Committee and the Fresno County Mental Health Board.

NOW, THEREFORE BE IT RESOLVED, this Board herein extends its deepest appreciation to Mrs. Richardson for her dedication to the children and families of Fresno and appoints her Trustee Emeritus for Fresno Unified School District.

BE IT FURTHER RESOLVED, a copy of this Resolution will be provided to Mrs. Richardson to share with friends and family members.

ADOPTED THIS August 23, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



Genoveva Islas, Board President



Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-1

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

PREPARED BY: Manjit Atwal

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

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

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





Fresno Unified School District

Date: August 23, 2023

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

ELECTIONS

Certificated Personnel

1081050	Alsayed	Noor	Teacher, Spec Assgn	Norseman Elementary	8/1/2023
1080533	Arellano Tinoco	Fernando	Teacher, Middle School	Wawona K-8 School	6/9/2023
1081813	Barnett	Sarah	Teacher, Senior High	Bullard High School	8/9/2023
1084047	Burnett	Jody	Teacher, Library, Media	Mclane High School	8/1/2023
1083279	Bushree	Austin	Teacher, Continuation	George M Dewolf High School	8/9/2023
1084052	Castillo	Savanah	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/9/2023
1073942	Corner	Gabriela	Teacher, Middle School	Scandinavian Middle School	8/9/2023
1066034	Espinosa Jr	Leopoldo	Teacher, Middle School	Kings Canyon Middle School	8/9/2023
1083954	Fereshetyan	Anay	Teacher, Spec Assgn	Teacher Development	8/9/2023
1084073	Fuller	Vanessa	Teacher, Elementary	Addams Elementary	8/9/2023
1084068	Giacomini	Jeanine	Teacher, Elementary	Yokomi Elementary	8/9/2023
1069057	Gonzalez	Alexis	Specialist, Resource, Sp Ed	Bullard High School	8/9/2023
1084046	Gonzalez	Analyssa	Coach, Literacy	Instructional Services	8/9/2023
1080493	Geston	Melissa	Teacher, Senior High	Mclane High School	8/9/2023
1083252	Gross	Nicole	Teacher, Senior High	Edison High School	8/9/2023
1083239	Hernandez	Victoria	Teacher, Senior High	Mclane High School	8/9/2023
1084074	Hinkle	Benjamin	Teacher, Handicapped, Severely	Powers Elementary	8/9/2023
1082247	Jones	Breanna	Teacher, Senior High	Mclane High School	8/9/2023
1084108	Machoian	Jeanette	Teacher, Senior High	Edison High School	8/9/2023
1084054	Maldonado	Jessica	Nurse	Health Services	8/9/2023
1064028	Marshall	Vanessa	Teacher, Middle School	Tioga Middle School	8/9/2023
1041694	Moua	Mai	Teacher, Elementary	Addams Elementary	8/9/2023
1075313	Owens	Doni	Teacher, Lrng Hndcp, Sdc	Holland Elementary	8/9/2023
1084055	Perdue	Karena	Teacher, Senior High	Roosevelt High School	8/9/2023
1052732	Quiroz Vargas	Maximina	Teacher, Handicapped, Severely	Wishon Elementary	8/2/2023
1071685	Riojas	Maryan	Teacher, Elementary	Ewing Elementary	8/9/2023
1084099	Rocha	Javier	Teacher, Middle School	Cooper Middle School	8/9/2023
1081037	Rogers	Tessa	Teacher, Elementary	Williams Elementary	8/1/2023
1076652	Satele	Salamasina	Teacher, Senior High	Mclane High School	8/10/2023
1079411	Sirisukam	Kalvin	Teacher, Middle School	Yosemite Middle School	8/1/2023
1063771	Solis	Nicholas	Teacher, Lrng Hndcp, Sdc	Wishon Elementary	8/2/2023
1082927	Swallow	Amber	Teacher, Elementary	Vinland Elementary School	8/11/2023
1084053	Sandate	Hilario	Teacher, Vocational Education	Fresno High School	8/9/2023
1084110	Sawyer	Vannessa	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/9/2023
1084038	Scherr Steger	Suzanne	Teacher, Senior High	Hoover High School	8/9/2023
1036260	Swartout	Stacey	Teacher, Elementary	Slater Elementary	8/9/2023
1052265	Thao	Keng	Specialist, Resource, Sp Ed	Roosevelt High School	8/9/2023
1080869	Torres	Alegria	Teacher, Elementary	Lawless Elementary	8/9/2023
1074693	Torres	Vincent	Teacher, Middle School	Terronez Middle School	8/9/2023
1080787	Valencia	Diana	Teacher, Elementary	Ewing Elementary	8/7/2023
1083170	Vang	Edward	Teacher, Senior High	Duncan Polytechnical	8/9/2023
1081416	Williams	Veronica	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/9/2023
1080534	Yang	Kalia	Teacher, Elementary	Turner Elementary School	8/9/2023
1078216	Yang	Kong	Teacher, Elementary	Norseman Elementary	8/1/2023
1084036	Zambrano	Ryien	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/9/2023

Classified Personnel

1083458	Abubakr	Dekra	Paraprof, After Schl/Ext Day	Holland Elementary	8/11/2023
1076949	Christopherson	Meghan	Lead, After Schl/Ext Day	Sequoia Middle School	8/11/2023
1079703	Coleman	Taria	Paraprof, Child Development	Heaton Elementary	8/2/2023
1073853	Cooper	Marquise	Assistant, Campus Safety	Edison High School	8/11/2023
1084065	Drake	Laura	Paraprof, Mild/Moderate	Easterby Elementary	8/9/2023
1083945	Estrada	Jose	Paraprof, Instructional Asst	Mayfair Elementary	8/11/2023
1081558	Garcia	Vasti	Lead, After Schl/Ext Day	Centennial Elementary	8/11/2023
1081866	Govea	Esmeralda	Nutrition Services Assistant	Packaging Center	8/11/2023
1082328	Grokh	Lilia	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	8/9/2023
1081667	Leon Aragon	Angeles	Paraprof, Child Development Bilingual	Centennial Elementary	8/11/2023
1069826	Lopez	Alfred	Specialist, School Safe & Sec	Security Office	8/11/2023
1083699	Lopez	Elisa	Lead, After Schl/Ext Day	Jackson Elementary	8/11/2023
1074017	Luna-Covarrubias	Abelardo	Custodian	Gibson Elementary	6/1/2023
1083021	Mclaughlin	Connor	Paraprof, After Schl/Ext Day	Powers Elementary	8/11/2023
1084101	Osorio	Guadalupe	Paraprof, After Schl/Ext Day	Powers Elementary	8/11/2023
1061490	Phomthirath	Phonenapha	Lead, After Schl/Ext Day	Tioga Middle School	8/11/2023
1083916	Renteria	Maricruz	Assistant, Office I	Alternative Education	7/31/2023
1074068	Roberts	Jamie	Assistant, Campus Safety	Tenaya Middle School	8/10/2023
1084069	Schmidt	Candice	Lead, After Schl/Ext Day	Birney Elementary	8/11/2023
1079758	Silva	Estela	Paraprof, Instructional Asst	Olmos Elementary	8/11/2023
1064667	Trejo	Debra	Driver, Bus	Transportation	8/11/2023
1083307	Trieu	Eddie	Custodian	Burroughs Elementary	8/7/2023
1061744	Vang	Kelvin	Nurse, Vocational License	Health Services	8/11/2023
1082786	Zubia	Precious	Manager, School Office Elementary	Phoenix Acad Elementary-Dcds	8/1/2023

Management Certificated

1084035	Allen	Dejanae	Clinical School Social Worker	Project Access	8/1/2023
1081762	Gutilla	Megan	Psychologist, School	Special Ed	7/24/2023
1082219	Her	Donna	Counselor, School	Hoover High School	8/1/2023
1081488	Rodriguez	Serena	Counselor, School	Project Access	8/2/2023
1068024	Vang	Pavour	Counselor, School	Fort Miller Middle School	8/1/2023
1084066	Luna Rubalcava	Stephanie	Nurse, Vocational License	Health Services	8/11/2023
1084098	Vue	Mai Zoua	Nurse, Vocational License	Health Services	8/11/2023
1083857	West	Jillian	Manager II, Regional Instruct	Special Ed	7/24/2023

Management Classified

1084067	Cardoza	Charlene	Manager II, General	Health Safety and Emergency Se	8/10/2023
1033300	Gomez	Nancy	Coordinator I, Extended Learning	Delmar Elementary	8/1/2023
1084040	Rosales	Tyzha	Behavioral Intervention Specialist	Prevention And Intervention	8/3/2023
1083857	West	Jillian	Manager II, General	Special Ed	7/24/2023

PROPATIONARY RELEASE**Management Classified**

1083035	Grantham	Sadie	Manager I (General)	Human Resources	8/9/2023
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RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

1011388	Abell	Kathleen	Teacher, Elementary	Burroughs Elementary	6/15/2023
1063599	Borshch	Vladimir	Teacher, Senior High	Roosevelt High School	6/12/2023
1052906	Chavez	Carter	Teacher, Middle School	Cooper Middle School	7/31/2023
1002573	Crowder	Richard	Specialist, Resource, Sp Ed	Ahwahnee Middle School	6/6/2024
1076552	Hall	Janna	Teacher, Music, Elementary	Music/Visual and Perform Arts	7/31/2023
1074540	Harvey	Robyn	Nurse	Health Services	8/18/2023
1016297	Hatfield	Scott	Teacher, Senior High	Bullard High School	8/1/2023
1042565	Jimenez	Jennifer	Teacher, Elementary	Mccardle Elementary	2/28/2024
1067462	Kerner	Pinky	Teacher, Autistic, Sdc	Malloch Elementary	9/4/2023

1048706	Kindberg	Brooke	Teacher, Elementary	Mayfair Elementary	7/31/2023
1003249	Long	William	Teacher, Senior High	Duncan Polytechnical	8/3/2023
1079344	Lopez	Samuel	Teacher, Middle School	Ahwahnee Middle School	8/2/2023
1078027	Luna	Eduardo	Specialist, Resource, Sp Ed	Bullard High School	8/4/2023
1005284	Mcconnell	Marta	Teacher, Elementary	Leavenworth Elementary	6/8/2023
1070755	Rollf	Stephanie	Teacher, Elementary	Slater Elementary	7/31/2023
1068002	Vasilaros	Ioannis	Teacher, Individual, Small Grp	Fulton School	8/7/2023

Classified Personnel

1041182	Cedillo	Elisabet	Assistant, Noontime	Manchester Gate	7/31/2023
1068914	Esparza	Leonel	Paraprof, Mild/Moderate	Aynsworth Elementary	7/31/2023
1075559	Flores	Michael	Custodian	Sequoia Middle School	7/31/2023
1066645	Gallmann	Mindy	Nurse, Vocational License	Health Services	8/11/2023
1071639	Gutierrez	Maria	Assistant, Noontime	Mccardle Elementary	6/1/2023
1070498	Her	Sylvia	Paraprof, Child Development	Ericson Elementary	7/31/2023
1064971	Horton	Tyler	Assistant, Campus Safety	Terronez Middle School	8/3/2023
1036911	Lopez	Janeth	Paraprof, Instructional Asst	Columbia Elementary	6/30/2023
1080467	Lopez-Guzman	Emily	Paraprof, After Schl/Ext Day	Jefferson Elementary	7/31/2023
1078466	Martinez	Nicholas	Assistant, Campus Safety	Rowell Elementary	6/30/2023
1069731	Mercado	Jayleen	Specialist, Tier II Intervention	Prevention And Intervention	8/7/2023
1061089	Ojeda	Martha	Paraprof, Instructional Asst	Powers Elementary	6/6/2024
1047082	Ramirez	Maria	Nutrition Services Operator	Food Services	7/27/2023
1067526	Rodriguez	Gina	Paraprof, Instructional Asst	Balderas Elementary	6/30/2023
1078716	Rowe	Ebony	Assistant, Noontime	King Elementary	7/14/2023
1078759	Sierra Gutierre	Vanesa	Paraprof, Child Development	Slater Elementary	8/4/2023
1051555	White	Philip	Paraprof, Mild/Moderate	Ahwahnee Middle School	8/9/2023
1082348	White	Princess	Assistant, Noontime	Lawless Elementary	7/4/2023
1082836	Xiong	Michael	Paraprof, Instructional Asst	Lawless Elementary	4/28/2023
1082610	Zamora	Mary	Paraprof, Moderate/Severe	Robinson Elementary	8/9/2023

DECEASED

Classified Personnel

1016082	Connors	Michael	Assistant, Campus Safety	Mclane High School	7/4/2023
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LEAVE REQUEST

Certificated Personnel

1074494	Akioyame	Jocelyn	Teacher, Elementary	Lowell Elementary	10/26/2023
1067337	Falcon	Cheyenne	Teacher, Deaf/Hard of Hear.SDC	Birney Elementary	8/16/2023
1070481	Hoke	Haley	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	8/30/2023

Classified Personnel

1073722	Castillo	Alma	Paraprof, After Schl/Ext Day	Leavenworth Elementary	7/31/2023
1075448	Diaz Ramirez	Liliana	Paraprof, Mild/Moderate	Gibson Elementary	8/11/2023
1079744	Flake	Madison	Paraprof, Mild/Moderate	Ayer Elementary	8/8/2023
1071020	Gonzalez	Corinna	Paraprof, Instructional Asst	Figarden Elementary	7/31/2023
1060322	Lozano	Lucia	Assistant, Attendance Records	Phillip J Patino School	8/6/2023

PROMOTIONS

Certificated Personnel

1068814	Walvatne	Cheyenne	Teacher, Middle School	Scandinavian Middle School	8/4/2023
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Classified Personnel

1017453	Aguilar	Mayra	Paraeducator, Community Based	Roosevelt High School	8/9/2023
1047224	Arellano	Michelle	Technician, Libr Media-Elem	Bakman Elementary	8/7/2023
1047156	Bell	Charles	Specialist, School Safe & Sec	Security Office	8/1/2023
1051613	Evans	Steven	Secretary, Administrative I	Technology Serv/Telecom	7/24/2023
1048934	Fountain	Tolanda	Paraprof, Early Chldhd Mil/Mod	Greenberg Elementary	8/11/2023
1074325	Garcia	Marcela	Representative, Customer Services	Multi-Lingual/Multi-Cultural	8/1/2023
1065922	Garza	Ashley	Specialist, Tech Support I	Technology Services	7/24/2023
1061273	Gonzalez	Rudy	Specialist, School Safe & Sec	Security Office	8/1/2023

1052371	Leuschen	Jenny	Lead, After Sch/Ext Day	King Elementary	8/11/2023
1033740	Luevano	Jaime	Plant Coordinator II	Bullard Talent 7-8	8/1/2023
1078680	Smith	Ericka	Lead, After Sch/Ext Day	Turner Elementary School	8/11/2023
1047714	Stewart	Mary Ann	Technician, Libr Media-Elem	Olmos Elementary	8/7/2023
1007621	Vasquez	Stephanie	Specialist, School Safe & Sec	Security Office	8/1/2023

Management Classified

1035035	Castillo	Tiffany	Manager II, General	Instructional Services	7/19/2023
1024179	Leon	Paige	Manager II, General	Instructional Services	7/19/2023
1038493	McGarvin	Clare	Manager II, General	Instructional Services	7/19/2023
1007198	Perez	Melissa	Manager, Business Operations	Transportation	8/1/2023

Management Certificated

1050604	Aleman	Rebecca	Vice Principal I	Addams Elementary	8/1/2023
1029665	Allen	Christine	Advisor, Guidance and Learning	Wawona Middle School	8/1/2023
1029665	Allen	Christine	Vice Principal I	Lawless Middle School 7-8	8/1/2023
1067585	Ceja	Berenise	Advisor, Guidance and Learning	Wawona K-8 School	8/1/2023
1073797	Cherres	Lizette	Vice Principal I	Easterby Elementary	8/1/2023
1066450	Duchscher	Kimberly	Vice Principal I	Columbia Elementary	8/1/2023
1051331	Farnsworth	Meredith	Vice Principal I	Lawless Elementary	8/1/2023
1051331	Farnsworth	Meredith	Principal II	Lawless Elementary	8/1/2023
1065795	Hayes	Shayla	Counselor, School	Fort Miller Middle School	8/1/2023
1065795	Hayes	Shayla	Vice Principal II	Sequoia Middle School	8/1/2023
1050806	Jarrah	Hana	Manager II, Regional Instruct	Special Ed	7/24/2023
1047274	Rodriguez	Christine	Advisor, Guidance and Learning	Tehipite Middle School	8/7/2023
1009202	Salazar	Vincent	Vice Principal II	Alternative Education	8/1/2023
1071317	Simpson	Andrew	Vice Principal II	Kings Canyon Middle School	8/1/2023
1068814	Walvatne	Cheyenne	Advisor, Guidance and Learning	Fort Miller Middle School	8/1/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the August 09, 2023, Board of Education regular meeting.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:
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 REGULAR MEETING

Fresno, California
August 09, 2023

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on August 09, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

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

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received two requests to address the Board on Closed Session items. The individual's name with a summary of topic are as follows:

1. Jennifer Davis: Spoke of concern the district is not including thirty-seven days of English Language Proficiency Assessment testing in guest teacher's Full-Time Equivalent allocation.
2. Dana Johnson: Spoke of concern the district is considering a decrease to the daily pay of guest teachers.

Board President Islas **ADJOURNED** the Regular Board Meeting to Closed Session at 4:42 p.m.

For the record, Trustee Thomas arrived at 4:45 p.m.

For the record Trustee Cazares arrived at 5:15 p.m.

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

Board President Islas **RECONVENED** the meeting to Open Session at 6:50 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Thomas, seconded by Board President Davis, the Board acted in Closed Session on a Workers' Compensation claim for Joe Lee Benton, Case No. WC21-0423-5342, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session on a Workers' Compensation claim for Mark Fleming, Case No. WC21-0121-5211, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board acted in Closed Session on a Workers' Compensation claim for Maritza Lugo, Case No. 2017-0174, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session to promote Patrick Jensen to Chief Financial Officer in Business and Financial Services, by a vote of 6-1-0-0 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. NOES: Board Member Cazares.
- On a motion by Board Member Davis, seconded by Board Member Thomas, the Board acted in Closed Session to promote Yi Xiong to Assistant Superintendent in Human Resources, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board acted in Closed Session to promote Carlos Arredondo to Assistant Superintendent in Human Resources, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board acted in Closed Session to promote Thomas Williams to Principal III at Gaston Middle School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Thomas, seconded by Board Member Jonasson Rosas the Board acted in Closed Session to promote Gilbert Villarreal to Principal III at Terronez Middle School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

Reporting Out of Closed Session – continued

- On a motion by Board Member Davis, seconded by Board President Islas, the Board acted in Closed Session to promote Autumn Prestidge to Principal IV at eLearn Academy, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Angelica Espinosa to Principal II at Winchell Elementary School, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to promote Lianna Silva to Principal II at Sunset Elementary School, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session to promote Felicia Treadwell Quarles to Administrator in Human Resources, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

PLEDGE OF ALLEGIANCE

Tami Lundburg led the Flag Salute.

HEAR Report from Superintendent

- Good evening and let me be the first to welcome you all to the 2023/24 school year! We are so excited to kick off the school year on Monday with all our students back on our campuses!
- We have had such a fun and successful summer with summer academies at most schools, and amazing summer camps all throughout the month of July. Almost 8,000 of our students enjoyed summer camps like the Sports Science Institute, Junior Chef Academy, Making the Banda, Zooventures, River Camp, amazing sports camps with our Fresno State Athletes, and so many more opportunities. Actually, let us take a quick look at a great story from KSEE24 on our Dive into Space summer camp.
- Isn't that amazing? Every summer, thanks to our Extended Learning team, we are challenging our students academically AND ensuring they have real-world and student-centered learning experiences.

HEAR Report from Superintendent - continued

In fact, just this morning I was with our Extended Learning team for their kickoff with all staff and we had Michael Funk, Director of Expanded Learning at the California Department of Education with us in-person. Mr. Funk specifically shared with us that Fresno Unified is the gold standard **NATIONALLY** for after school and summer school use of extended learning funding! I am so proud and so grateful to every single one of our Fresno Unified Family, including our community partners, who have made these incredible opportunities available for our students!

- Coming off of a super successful summer and ending the last school year seeing our students' academic growth back on the rise, we are ready to maximize that success with our best year yet! On top of the many ongoing and additional investments directly into our student achievement over the years, this school year alone we're adding another \$93 million directly into our plans for students this year.
- We are putting \$20 million per year for the next 5 years into our concerted literacy efforts, specifically targeting our preschool through first graders with our "Every Child a Reader" plan. In addition, we have \$2.1 million in 15 additional literacy coaches to support early literacy and \$1.7 million in additional high school teachers to support smaller class sizes in literacy.
- We are putting an additional \$7.2 million into school safety. We know safety is a top priority of ours, of our families, and of our staff so we're adding 68 campus safety assistants to ensure every single elementary school has a full-time campus safety assistant and that our comprehensive high schools have even more campus safety assistants. We are adding more cameras, providing more training and preparedness, and have invested in a new Executive Director of Safety, Walter Gunn. Walter brings more than 30 years of experience in safety and security who, among many other duties, is overseeing school site and department safety plans and is evaluating and making improvements to our existing systems, while also serving as a liaison to our site administrators.
- These are just a couple of examples along with the almost \$9 million additional investment into health and wellbeing including our first phase of ensuring a full-time school nurse at every school, more than \$9 million in technology upgrades including outdoor Wi-Fi expansions at campuses across Fresno Unified, more than \$8 million for facilities and maintenance, more than \$13 million for arts and athletics, an additional almost \$4 million in our Special Education services and so much more.
- Speaking of our Special Education services, I have to give a shoutout to our labor partners at CSEA and our bargaining team for finalizing agreements over the past week that will drastically improve our services for students receiving specialized services. Thanks to collaboration at the negotiating table, Special Education Paraprofessionals now have four additional professional learning days per year, those working 6-hour days are increased to 7-hour duty days to align with school site and student needs, and all Special Education Paraprofessionals are seeing a 5-grade reclassification as they take on additional responsibilities to best serve our students. This is amazing news for all involved, and most importantly our students. Thank you, team!

HEAR Report from Superintendent-continued

- The more than \$93 million in additional student investments are targeted and strategic, fulfilling plans we have made to improve academic performance, increase student engagement, and expand opportunities for student-centered, real-world learning experiences. These plans have been made considering the feedback of our families, our teachers, our staff, and our students – specifically looking to meet the needs of our community. I think of our English Learner Master Plan as a great example, where our teams are engaging to get critical feedback, using research and best practices, showing their increases in reclassification rate, AND working to better their targeted services. Just last year, over 1,000 students were reclassified – this is nearly a 7% increase from the previous school year. I am sure you can tell – but I am not kidding when I say this is going to be our best year yet!
- I have to say thank you to all our team members who have been hard at work over the summer ensuring our campuses are clean, beautiful, and ready for our kids next week. Special thanks to our custodians, our ground workers, maintenance crews, and so many others for your amazing work and dedication.
- Thank you to all our fantastic teachers who are back today. I know you are all getting your rooms ready for your students, getting your lessons in line for an amazing year of learning, and I am sure getting those first day jitters built up like I did every year getting my room ready for my kids. We want to ensure you have what you need to be successful, and though I know there were options and choice provided initially regarding technology, specifically projectors, if you are missing that piece of technology and could use it to make your instruction that much more engaging, please talk with your site leader. Your leaders can work directly with our Information Technology folks on options available to you.
- I would be remiss not to acknowledge what I know is on many of our teachers and families' minds as we move into the fact-finding process with our teachers' union. We are doing our absolute best to avoid a strike, as our students deserve to be in their classrooms with their teachers – especially after the impact of the pandemic on our schools. However, if a strike does become our reality, we are well-prepared and we will ensure our schools stay open, safe, and full of critical learning for our students. Our kids cannot afford to lose any learning time, and we are committed to ensuring that does not happen. I can assure you; we will continue to work towards an agreement that is best for kids, mutually beneficial, and ensures the ongoing fiscal stability and strength of Fresno Unified.
- Last, I want to make sure our families know where they can go for all of their back-to-school information. You can find information about required immunizations, bus and bell schedules, enrollment information and more on our website at www.Fresno Unified.org. And to our community – PLEASE be safe on the roads on Monday. Our kids will be walking, biking, at bus stops, and increased traffic will be around our schools for drop-off and pick-up times. Slow down, give yourself extra time, and please put down your electronics while you are driving. Our kids depend on it and deserve to be safe as they come and go from our schools. You'll see this Public Service Announcement running on our local stations, let's take a look. Be safe – we cannot wait to see you on Monday, August 14!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Jonasson Rosas: Requested a plan to have pools opened earlier or at least on weekends. Asked if summer camps can have full-day sessions. Requested update on crossing guard recruitment.

President Islas: Echoed the importance of safe route to schools and hopes the district can redouble efforts to work with the city. Emphasized access to free school meals and encouraged families to maximize the opportunity. Echoed support to maximize pool opportunities.

OPPORTUNITY for Public Comment on Consent Agenda items

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

For the record, staff pulled from the consent agenda item A-8, and from the conference and discussion agenda, items B-28 and B-29; therefore, no discussion or action took place for items A-8, B-28, and B-29.

On a motion by Board Member Davis, seconded by Board Member Levine, the Board approved the Consent Agenda except for agenda items A-14, A-18, A-21, A-23, A-24, and A-27 which were pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the June 21, 2023, Regular Board Meeting.

A. CONSENT AGENDA - continued

- A-3, APPROVE Minutes from Prior Meeting**
APPROVED as recommended, the draft minutes for the June 21, 2023, regular Board meeting.
- A-4, ADOPT Resolution 24-01, Authorizing Submittal of Grant Application, Acceptance of Funds, and Execution of Agreement to Implement the Urban Community Drought Relief Grant Projects**
ADOPTED as recommended, Resolution 24-01, authorizing submittal of grant application, acceptance of funds, and execution of agreement to implement the Urban Community Drought Relief Grant Projects from the Department of Water Resources (DWR).
- A-5, ADOPT Resolutions 24-02, 24-03, 24-04, and 24-05 Authorizing Submittal of Grant Applications, Acceptance of Awards, and Execution of Agreements to Implement Projects from the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE); and APPROVE Professional Services for the CalSHAPE Ventilation Program**
ADOPTED as recommended, Resolutions 24-02, 24-03, 24-04, and 24-05 authorizing submittal of grant applications, acceptance of awards, and execution of agreements from the California Energy Commission for the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.
- A-6, ADOPT Resolution 24-06 Authorizing Debt Service Estimate to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District Relating to the Measure M Authorization for Fiscal Year 2023/24**
ADOPTED as recommended, Resolution 24-06 to authorize a debt service estimate be provided to the County of Fresno respecting unsold General Obligation Bonds of the Fresno Unified School District relating to the Measure M Authorization for Fiscal Year 2023/24.
- A-7, APPROVE Budget Revision No. 1 for Fiscal Year 2023/24**
APPROVED as recommended, Budget Revision No. 1 for fiscal year 2023/24.
- A-8, APPROVE all 2023/24 Salary Schedules - Classified Food Services Hourly, Classified Hourly, Fresno Teachers Association – Trades, International Association of Machinists and Aerospace Workers Crafts Hourly, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule**
PULLED by staff. No discussion or action taken.

A. CONSENT AGENDA - continued

A-9, APPROVE Position and ADOPT Job Description of Supervisor, Environmental Health and Safety Services and Classified Management Salary Schedule 261 Duty Days

APPROVED as recommended, the job description of Supervisor, Environmental Health and Safety Services and the revised Classified Management Salary Schedule 261 Duty Days.

A-10, APPROVE Annual Hiring of Non-Credentialed Consultants for the 2023/24 School Year

APPROVED as recommended, a request to hire non-credentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students for the 2023/24 school year.

A-11, APPROVE Credentialed Teachers to Coach One Period of Competitive Sport for Physical Education Credit for the 2023/24 School Year

APPROVED as recommended, is a request to approve credentialed teachers to coach one period of competitive sport for physical education credit. Pursuant to California Education Code 44258.7(b) teachers who hold a teaching credential in a subject or subjects other than physical education may be authorized to coach one period per day in a competitive sport for which students receive physical education credit.

A-12, APPROVE Retiree Contracts for the 2023/24 School Year

APPROVED as recommended, twelve retiree contracts. Five retiree contracts are for part-time teachers needed at Fresno Adult School. As well as seven retiree contracts to help fill vacancies in elementary music.

A-13, APPROVE Annual Agreements for the 2023/24 School Year – Primary Report

APPROVED as recommended, a matrix detailing agreements to provide services to Fresno Unified School District. Agreements will commence after Board approval and start in August for the 2023/24 school year and include the following categories:

- College and Career Readiness
- Community Engagement
- Business and Financial Services
- Professional Development
- Targeted Assistance:
 - Student Achievement Outcomes
 - Social Emotional Supports

A. CONSENT AGENDA - continued

Two agenda items are presented to approve the agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from voting on the Supplemental Report while still voting along with the rest of the Board on the Primary Report. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists. Copies of the individual contracts are available upon request. Contracts will commence after Board approval and will end no later than June 30, 2024.

A-14, APPROVE Annual Agreements for the 2023/24 School Year – Supplemental Report

APPROVED as recommended, a matrix detailing agreements to provide services to Fresno Unified School District. Agreements will commence after Board approval and start in August for the 2023/24 school year and include the following categories:

- Targeted Assistance:
 - Student Achievement Outcomes
 - Social Emotional Supports

Two agenda items are presented to approve the agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member.

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

“Agenda item A-14 on tonight’s Consent Agenda contains agreements with Hands-On Central California. Hands-On of Central California, operates as the fiscal agent for the Fresno Street Saints.

I am a member of the Board of Directors of the Fresno Street Saints. I did not participate in the making of the agreements related to this agenda item; however, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

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

“Agenda item A-14 on tonight’s consent agenda contains agreements with the Fresno County Economic Opportunities Commission for EOC Youth Fellowship. I have been employed by Fresno County EOC, which is a nonprofit corporation.

A. CONSENT AGENDA - continued

Additionally, item A-14 also contains agreements for California Teaching Fellows Foundation. I am currently employed by California State University, Fresno.

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

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

On a motion by Board Member Thomas, seconded by Board Member Davis, agenda item A-14 was approved by a vote of 5-0-2-0 as follows: AYES: Board Members: Cazares, Davis, Thomas, Clerk Wittrup, and Board President Islas. ABSTENTIONS: Board Members: Jonasson Rosas and Levine.

A-15, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, a list of seven piggyback contracts for use during 2023/24 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to furniture, food, bus lift, and license, maintenance, and support of software systems. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency.

A-16, APPROVE Award of Bid 24-11, Hyperconverged Servers and Accessories

APPROVED as recommended, information on Bid 24-11, Hyperconverged Servers and Accessories to establish a fixed unit price for the purchase of data center servers. The initial purchase will be for seven servers. Additional purchases will be made on an as needed basis. Staff recommend rejecting bids from Key Code Media due to bidding warranty coverage that did not meet the bid specifications. Staff recommend award to the lowest responsive, responsible bidder: CDW Government LLC (Vernon Hills, Illinois) \$ 214,165.

A-17, APPROVE Award of Bid 24-12, Ahwahnee and Fort Miller Middle Schools Confidential Spaces Installation

APPROVED as recommended, information on Bid 24-12, Ahwahnee and Fort Miller Middle Schools Confidential Spaces Installation. The project consists of the installation of permanent walls in existing rooms at Ahwahnee and Fort Miller Middle Schools to provide confidential spaces for student support. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) \$ 793,082.

A. CONSENT AGENDA - continued

A-18, APPROVE Vendor Designation Per Request for Qualifications 23-30, Curriculum, Instruction and Professional Learning Services

APPROVED as recommended, information on Request for Qualifications (RFQ) 22-30. On March 22, 2023, the Board approved RFQ 22-30, to provide a pool of qualified vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Professional Learning Initiative Services. The RFQ establishes a list of prequalified vendors that may be used for these services needed throughout the year. The term is three years with two one-year renewal terms and will begin August 10, 2023.

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

“Agenda item A-18 on tonight’s Consent Agenda contains a request to approve vendor designation, per Request for Qualification 23-30, for California Teaching Fellows Foundation. I am currently employed by California State University, Fresno.

I did not participate in the vendor designation related to this agenda item; but, because of my employment with Fresno State, I have a remote financial interest in this item.

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

On a motion by Board Member Thomas, seconded by Board Member Davis, agenda item A-18 was approved by a vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSTENTIONS: Board Member: Levine.

A-19, APPROVE Proposed Revisions for Board Bylaws

APPROVED as recommended, proposed revisions for five Board Bylaws (BB), one Administrative Regulation (AR) and one Exhibits (E) as follows:

- BB 9224 Oath or Affirmation (NEW)
- BB 9311 Board Policies
- E 9320 Meetings and Notices (DELETE)
- BB 9321 Closed Session Purpose and Agendas
- BB 9321.1 Closed Session Conduct and Reports (DELETE)
- AR 9322 Agenda/Meeting Materials (DELETE)
- BB 9324 Minutes and Recordings

A-20, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, proposed revisions for three Board Policies (BP) as follows:

A. CONSENT AGENDA - continued

- BP 1112 Media Relations
- BP 1114 District-Sponsored Social Media (NEW)
- BP 5145.12 Search and Seizure

A-21, RATIFY Agreement with California State University, Fresno for the Programs for Children

RATIFIED as recommended, a five-year agreement between Fresno Unified School District and California State University, Fresno, for the Programs for Children to collaboratively operate an inclusive preschool program on their campus.

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

“Agenda item A-21 on tonight’s Consent Agenda contains a request to ratify an agreement with California State University, Fresno for Programs for Children. I am currently employed by California State University, Fresno.

I did not participate in the making of the agreement related to this agenda item; but, because of my employment with Fresno State, I have a remote financial interest in the agreement.

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

On a motion by Board Member Thomas, seconded by Board Member Davis, agenda item A-21 was approved by a vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSTENTIONS: Board Member Levine.

A-22, RATIFY Amendment to Lease Agreement for Property Located at 3742 W. Gettysburg, Suite 102

RATIFIED as recommended, the amendment to the lease agreement with Picketts’ Ponderosa Construction, L.P. for the paved yard located at 3742 W. Gettysburg, Suite 102 in Fresno, which is the vehicle parking lot for Nutrition Center employees. This agenda item is presented to the Board to ratify the amendment extending the lease to June 30, 2026.

A-23, RATIFY Agreement for Request for Qualifications and Proposals 23-12, Design Build Services with Davis Moreno Construction, Inc.

RATIFIED as recommended, Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services with Davis Moreno Construction, Inc. (DMCI) at the guaranteed maximum price (GMP) of \$4,012,647 for Elementary and Secondary School Emergency Relief (ESSER) III heating, ventilation, and air conditioning (HVAC) project.

A. CONSENT AGENDA - continued

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

Clerk Wittrup: Stated is not asking to table the item because does not want to hold up progress on clean air in classrooms but does have concerns. Stated will scrutinize future construction projects and change orders from all general contractors. Commented on seeing a pattern of numerous and excessive change orders from primary general contractors. Commented on the bidding process and stated if every bid ultimately means the district pays an additional ten percent on construction contracts it does not seem like an honest process, and even the perception of impropriety is not acceptable.

Commented a review of construction projects over the last seven years showed the district has contracted with Davis Moreno for more than \$212 Million with an additional \$6 Million in change orders. Asked why the district is giving the largest share of construction projects to a company that has been suing the district over the past eleven years. Asked how much the district has paid in legal fees because of this lawsuit. Asked how much the change orders for the five current contracts with Davis Moreno cost. Strongly urged the district to put an end to the lawsuit with Davis Moreno as it continues to cost the district and taxpayers money that should be directed to the education of students.

Member Thomas: Asked if Stephen Davis is making a profit from the work being done for the district. Commented the district should not hire people who are suing the district and requested staff to see what can be done to rectify.

Member Jonasson Rosas: Commented in the past scrutinized every change order brought forward, but it did not seem to gain momentum; because of that made the decision not to scrutinize change orders as it did not go anywhere. Commented on being happy to hear it is changing and the opportunities presented. Commented on having been told that restricting change orders will make the district noncompetitive and vendors would not want to bid on projects. Commented one area for change is if errors cause additional construction cost the entity that made the mistake should cover the cost for mistake. Commented that as the district moves forward the prequalification process should be tightened. Requested a status update on the design build model.

Member Cazares: Commented she does not believe the practice the district uses is unfair. Commented that hard bid is most likely the fairest way to choose someone in construction. Asked what colleagues are using to make comparisons. Commented on having seen change orders with credits when vendor has made a mistake and it is not unusual to see. Commented that \$6 Million in change orders over \$212 Million in projects is less than 3%. Commented it may be useful to see the next highest bid received. Stated not against revising prequalification standards regarding suing the district, if it is legal, and would like staff to find out how well it has worked for districts regarding low bids.

A. CONSENT AGENDA - continued

Member Davis: Commented it is disheartening to see the district in a lawsuit for a number of years and it would behoove the district to keep a running tally of what can be done to best serve the district and maximize every dollar.

On a motion by Board Member Levine, seconded by Board Member Cazares, agenda item A-23 was ratified by a roll call vote of 4-1-2-0 as follows: AYES: Board Members: Cazares, Davis, Levine, and Board President Islas. NOES: Board Clerk Wittrup. ABSTENTIONS: Board Members: Jonasson Rosas and Thomas.

A-24, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 8 presented for ratification \$33,199

Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacement
Change Order 2 presented for ratification \$94,574

Bid 22-40, Hoover High School Library Modernization
Change Order 3 presented for ratification \$111,110

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing
Change Order 1 (Classroom Mod) presented for ratification \$41,577
Change Order 1 (Interim Housing) presented for ratification \$28,634

On a motion by Board Member Cazares, seconded by Board Member Davis, agenda item A-24 was ratified by a roll vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

A-25, RATIFY the Filing of a Notice of Completion

RATIFIED as recommended, a Notice of Completion for a project, which has been completed according to plans and specifications as follows:

Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacements

For Information Only
Original contract amount: \$2,299,000
Change Order(s) previously ratified: \$170,983
Contract amount: \$2,469,983

A. CONSENT AGENDA - continued

A-26, RATIFY Purchase Orders from May 01, 2023, through May 31, 2023 – Primary Report

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

A-27, RATIFY Purchase Orders from May 01, 2023, through May 31, 2023 – Supplemental Report

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

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

“Agenda item A-27 on tonight’s Consent Agenda contains purchase orders for California Teaching Fellows Foundation and I am currently employed by California State University, Fresno.

Additionally, item A-27 also contains purchase orders with the Fresno County Economic Opportunities Commission, and I have been employed by Fresno County EOC, which is a nonprofit corporation.

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

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

On a motion by Board Member Thomas, seconded by Board Member Davis, agenda item A-21 was approved by a vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSTENTIONS: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-28, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023/24 School Year Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employee Association, Chapter 125

PULLED by staff. No presentation or action taken.

B-29, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023/24 School Year Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employee Association, Chapter 143

PULLED by staff. No presentation or action taken.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

C. RECEIVE INFORMATION & REPORTS

For the record, there were no items for the Board to receive.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 7:50

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution 24-07, Certifying Course-Based Independent Study at eLearn Academy

ITEM DESCRIPTION: Included in the Board binders is Resolution 24-07, Certifying Course-based Independent Study at eLearn Academy for the 2023/24 school year. Course-based independent study is one of two types of independent study offered in California and is designed to deliver remote or virtual educational options. Course-based independent study accrues student attendance through the student's enrollment in a course, giving teachers and staff the ability to focus their efforts on providing high-quality teaching and academic support and ensuring student progress or success. This annual resolution will confirm the certification of courses students are enrolled in at e-Learn Academy.

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

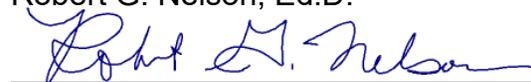
PREPARED BY: Marie Williams, Ed.D.,

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

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

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







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Proclaiming August 2023)
Resolution for Certifying Course-Base)
Independent Study at eLearn Academy)**

Resolution 24-07

WHEREAS, eLearn Academy is a virtual school program that currently operates under the umbrella of the J.E. Young Academic Center, which is a Kindergarten-12 Alternative School of Choice;

WHEREAS, eLearn Academy will provide Course-Based Independent Study to enrolled students in grades Transitional\Kindergarten-12, beginning in the 2023/24 school year;

WHEREAS, eLearn Academy serves Transitional\Kindergarten-12 students in a program of daily instruction delivered virtually by appropriately credentialed teachers;

WHEREAS, eLearn Academy operates in accordance with the Board-adopted Fresno Unified Academic Calendar for the duration of 180 instructional days in the regular school year;

WHEREAS, eLearn Academy provides daily instructional minutes and total annual instructional minutes that exceed the state required minimum instructional minutes, by grade level, and that are equivalent to the daily and total instructional minutes offered in classroom-based schools;

WHEREAS, eLearn Academy offers a course of study to students in Grades Transitional \Kindergarten and Kindergarten that is equivalent to 265 daily instructional minutes and 47,700 annual instructional minutes;

WHEREAS, eLearn Academy offers a course of study to students in Grades one to six that is equivalent to 310 daily instructional minutes and 55,800 annual instructional minutes;

WHEREAS, eLearn Academy courses offered to students in Grades seven through twelve that are equivalent to 60 daily instructional minutes and 10,800 annual instructional minutes per course enrollment;

WHEREAS, eLearn Academy delivers synchronous (live) instruction and interaction as the primary method of instruction for students at all grade levels and all students are scheduled to participate in synchronous instruction and/or live interaction each day;

WHEREAS, eLearn Academy utilizes the same grade level and/or content area curriculum, course titles, scope and sequence, and course materials that are used in classroom-based courses throughout Fresno Unified and does not offer an alternative curriculum;

WHEREAS, eLearn Academy ensures that all enrolled high school students will have access to courses required for high school graduation, as well as the University of California or the California State University admission requirements;

WHEREAS, eLearn Academy's course offerings are yearlong in duration and high school courses have a value of five credits per semester/ten credits per year. For younger students, measures of academic accomplishment include quarterly progress on foundational skills, effort codes and/or letter grades, as outlined and equivalent to classroom-based courses by student grade level.

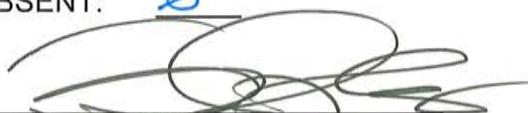
NOW, THEREFORE, BE IT RESOLVED the Board of Education of Fresno Unified School District does hereby provide public notice and certification that the course-based independent study coursework offered to Transitional\Kindergarten-12 students at eLearn Academy will be of the same rigor, educational quality, and intellectual challenge; will be substantially equivalent to in-person instruction and equivalent classroom-based courses and courses of study; and will be aligned to all relevant local and state content standards.

BE IT FURTHER RESOLVED, this Board does hereby provide public notice and certification that the duration, daily instructional minutes, total instructional minutes, number of course credits and permanent record grades earned, for all course-based independent study courses at eLearn Academy, are consistent with that of equivalent classroom-based courses.

BE IT FURTHER RESOLVED, the Board does hereby provide public notice and certification of the following courses for course-based independent study at eLearn Academy for the 2023/24 school year:

ADOPTED THIS, August 23, 2023, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0



Genoveva Islas, Board President



Robert G. Nelson, Ed.D, Superintendent

Course-based independent study at eLearn Academy for the 23/24 school year

Course of Study for Elementary Grades:	ATLAS Course Name	Duration (# of school days)	Equivalent Daily Instructional Minutes	Equivalent Annual Instructional Minutes	Weekly Minutes of Synchronous Instruction per course
Grade TK	Attendance – Grade TK	180	265	47,700	1,080
Grade K	Attendance – Grade K	180	265	47,700	1,080
Grade 1	Attendance – Grade 1	180	310	55,800	1,340
Grade 2	Attendance – Grade 2	180	310	55,800	1,340
Grade 3	Attendance – Grade 3	180	310	55,800	1,340
Grade 4	Attendance – Grade 4	180	310	55,800	1,340
Grade 5	Attendance – Grade 5	180	310	55,800	1,340
Grade 6	Attendance – Grade 6	180	310	55,800	1,340

Secondary Courses by Subject Area:	ATLAS Course Name(s):	Duration (# of school days)	Equivalent Daily Instructional Minutes	Equivalent Annual Instructional Minutes	Weekly Minutes Synchronous Instruction per course
English	English 7 English 7 G English 8 English 8 G English I* English I G* English II* English II G* English III* English III Honors* Expository Reading & Writing* College Credit English*	180	60	10,800	160
Mathematics	Math 7 Math 7 Accelerated Math 8 Algebra I (CCSS)* Algebra II (CCSS)* AG III* Geometry (CCSS)* Geometry Accelerated* Trigonometry/Elementary Functions* Probability & Statistics*	180	60	10,800	160
Science	Science 7 Science 8 Biology* Biology Gate* Chemistry* Chemistry Honors* Physics* Physiology* Environmental Science* Integrated Forensic Science*	180	60	10,800	160
History - Social Science	World History US History Modern World History* US Honors* United States History* American Government* Economics*	180	60	10,800	160
Physical Education	Physical Ed Grade 7 Physical Ed Grade 8 Physical Education Level1* Physical Education Level2*	180	60	10,800	160

Electives	Exploring Health & Fitness Art Art I* Leadership Multimedia* Digital Photography* Digital Video Production* AP Spanish Language* Spanish I* Spanish II* Spanish III* Spanish IV Honors* Spanish for Native Speakers I* Spanish for Native Speakers II* Exploration LOTE Comprehensive Ethnic Studies* AP Human Geography* AP Psychology* Psychology* Principles of Leadership* Men's Alliance (middle school) Men's Alliance* Women's Alliance (middle school) Women's Alliance* College Credit Elective* Academic Decathlon*	180	60	10,800	160
Dual Enrollment Courses	English 1A* Communication* Counseling 53* Ethnic Studies*				

*High School credit courses with a credit value of 5 credits per semester/10 credits per year.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Position and Adopt Job Description of Manager, Grounds and Landscape Services and Classified Management Salary Schedule 261 Duty Days

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

The job description of Manager, Grounds and Landscape Services. This position is accountable for improving student achievement through the effective management of department employees and grounds and landscape maintenance at all district sites; plan, organize, control and coordinate the activities and operations of the Grounds and Landscape Division within the Plant Operations Department; coordinate assigned activities with other divisions, outside agencies and the general public; provide highly responsible and complex staff assistance to the assigned supervisor; ensure compliance with applicable federal, State and local laws, rules and regulations; supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services. This position is designated Management, exempt and placed on E-24 of the Management Salary Schedule.

The Classified Management Salary Schedule 261 Duty Days with Manager, Grounds and Landscape Services placement on E-24.

FINANCIAL SUMMARY: Sufficient funds are available in the Operations and Maintenance Department Budgets.

PREPARED BY: Manjit Atwal

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager, Grounds and Landscapes Services	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Grounds and Landscape	CLASSIFICATION:	Classified Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	E-24/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of department employees and grounds and landscape maintenance at all District sites; plan, organize, control and coordinate the activities and operations of the Grounds and Landscape Division within the Plant Operations Department; coordinate assigned activities with other divisions, outside agencies and the general public; provide highly responsible and complex staff assistance to the assigned supervisor; ensure compliance with applicable federal, State and local laws, rules and regulations; supervise, provide clear work direction and evaluate the performance of assigned staff to provide timely delivery of high quality services.

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

Coordinate the organization, staffing, and operational activities for the Grounds and Landscape Division including care of lawns, athletic fields, sprinklers, storm drainage, trees, shrubs, and flowers. *E*

Responsible for department safety programs. Respond to inquiries, resolve issues and conflicts. *E*

Participate in the development and implementation of goals, objectives, policies, and priorities for grounds and landscape maintenance. Identify resource needs. Recommend and implement policies and procedures. *E*

Select, train, motivate, and evaluate Grounds and Landscape Division personnel. Provide and/or coordinate staff training. Work with employees to correct deficiencies. Implement discipline and termination procedures. *E*

Oversee Grounds Service and staff at all sites. *E*

Direct, coordinate, and review the work plan for Grounds and Landscape Division, meet with staff to identify and resolve problems. Assign work activities and projects. Monitor workflow. Review and evaluate work products, methods, and procedures. *E*

Identify opportunities for improving service delivery methods and procedures. Review

Manager, Grounds and Landscape Services – Continued

Page 2

identified opportunities with appropriate management staff. Implement improvements. *E*

Provide professional expertise in the design of landscape improvements as it relates to the maintenance of these improvements. *E*

Establish, review and assess department objectives. *E*

Prepare estimates and specifications for contracting of landscaping work, grading and irrigation. Inspect and monitor work performed by contract agencies. Develop and modify landscaping plan. *E*

Serve on appropriate District Committees. *E*

Develop and administer the Grounds and Landscape Division program budget. Forecast additional funds needed for staffing, equipment, materials, and supplies. Direct the monitoring of and approve expenditures. Recommend adjustments as necessary. *E*

Coordinate Grounds and Landscape Division operations with those of other divisions and outside agencies and organizations. Provide staff assistance to the assigned supervisor. Prepare and present staff reports and other necessary correspondence. *E*

Attend and participate in professional group meetings. Maintain up-to-date knowledge of new trends and innovations in the fields of grounds and landscape maintenance, horticulture, soils chemistry, entomology, and plant pathology. *E*

Direct and monitor the preventive maintenance and regular maintenance of assigned equipment. Requisition supplies and equipment. Meet with vendors and other agencies. Assess special equipment needs for the district. Recommend acquisition of new equipment or disposal of existing equipment. *E*

Direct the preparation and maintenance of a variety of records and reports pertaining to work orders, work schedules, budget control, equipment repair, supplies, equipment inventory, and pesticide and herbicide use. *E*

Assist District consultants in planning of new school grounds. Develop grounds and landscape maintenance programs. Review plans and drawings for drainage and landscape construction. *E*

Prepare estimates and specifications for contracting of grounds work, and grading. Inspect and monitor work performed by contract agencies. *E*

Coordinate District compliance with the appropriate regulatory agencies as it relates to the accumulation and disposal of hazardous waste for the entire school district. *E*

Coordinate District compliance with the appropriate regulatory agencies as it relates to the storage, transportation and emergency response to the handling of hazardous materials. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in horticulture, landscape architecture or related field and minimum five years increasing responsibility in grounds and landscaping maintenance including two years supervisory or lead experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; Pesticide Applicator's Certificate; Hazardous Waste Operation and Emergency Response Standard (HAZWOPER) certificate; Occupational Safety and Health Administration (OSHA) Certificate. All certificates must be obtained within six months from the date of hire in the position; must maintain current certification for all required certificates and provide proof of renewal.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of business functions of a department.

Principles and practices of management including principles of training and providing work direction and performance evaluation.

Financial resource allocation and control, including preparing reports, budgets and correspondence.

Analytical and problem-solving abilities.

Oral and written communication skills; public speaking techniques.

Interpersonal skills using tact, patience and courtesy.

Computer hardware systems and software applications utilized by the District.

Applicable laws, codes, regulations, policies and procedures applicable to position.

Horticultural and landscape techniques and methods, soil and climatic conditions encountered on campuses and facilities.

Pest and plant disease control and eradication; safe use and application of fertilizers, herbicides, insecticides and fungicides used in grounds maintenance.

Management of hazardous materials and waste.

Current materials and equipment available for landscape maintenance programs.

District organization, operations, policies, objective and goals.

ABILITY TO:

Plan, develop, organize and maintain detailed administrative programs for the successful operation of the department.

Manage the work activities of diverse field and office staff in a manner conducive to efficient performance, high morale, and department effectiveness.

Work independently and effectively with minimum direction.

Analyze and prepare comprehensive narrative and statistical reports.

Set clear, realistic, time-bound, and measurable objectives and goals.

Operate computers and peripheral equipment properly and efficiently; learn new or updated computer systems and/or software programs to apply to current work.

Operate vehicles, equipment and tools used in grounds and landscaping work.

Effectively establish and maintain cooperative and collaborative working relationships with a

diverse range of people.

Establish harmonious and effective work relationships with school administrators, outside agencies, staff and the public.

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

Plan and organize work to meet schedules and timelines to provide timely delivery of high-quality services.

Read, interpret, apply and ensure compliance with applicable rules, regulations, policies and procedures.

Supervise and evaluate staff performance and support performance improvements throughout the organization.

Focus and appropriately allocate resources toward identified goals.

Negotiate skillfully in difficult situations and create solutions to promote compromise.

Assist in sustaining and monitoring the financial viability of the assigned program.

Analyze situations accurately and timely; adopt or recommend effective courses of action.

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

Actively participate in meeting assigned program and District goals and outcomes.

Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT: Office environment and outdoor school site and facilities work environments; seasonal heat and cold or adverse weather conditions; driving a vehicle to conduct work; exposure to fumes, dust, odors, oil/grease, chemicals; minimal exposure to safety or health hazards; constant interruptions; intermittent noise; repetitive activities.

PHYSICAL ABILITIES: With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard and specialized equipment; seeing to read a variety of materials related to assigned activities and conduct site visits, including blueprints, plans and schematics; sitting or standing or walking for extended periods of time; bending at the waist, kneeling, stooping or crouching; reaching overhead, above the shoulders and horizontally to reach files and supplies.

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

E = Essential Functions

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2022-23~~ 2023-2024

Effective ~~August 10, 2023~~ August 24, 2023

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E33	Chief Financial Officer	E260	\$677.56	\$713.21	\$750.76	\$790.27	\$831.86
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
E32	Chief Engagement and External Partnership Officer	E259	\$610.56	\$641.09	\$673.15	\$706.81	\$742.15
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	\$547.59	\$574.97	\$603.72	\$633.91	\$665.60
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	\$515.81	\$541.60	\$568.68	\$597.11	\$626.97
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	\$484.02	\$508.22	\$533.64	\$560.31	\$588.33
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	\$457.49	\$480.35	\$504.35	\$529.59	\$556.08
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2022-23~~ 2023-2024

Effective ~~August 10, 2023~~ August 24, 2023

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E27	Director, Fiscal Services	E073	\$457.49	\$480.35	\$504.35	\$529.59	\$556.08
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
E26	Administrative Analyst	E015	\$435.69	\$457.49	\$480.35	\$504.35	\$529.59
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$414.95	\$435.69	\$457.49	\$480.35	\$504.35
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	\$395.20	\$414.95	\$435.69	\$457.49	\$480.35
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
Manager, Grounds and Landscape Services	E282						
E23	Executive Assistant to Superintendent	E024	\$376.38	\$395.20	\$414.95	\$435.69	\$457.49
E22	Analyst II, Budget	E261	\$358.46	\$376.38	\$395.20	\$414.95	\$434.93
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2022-23~~ 2023-2024

Effective ~~August 10, 2023~~ August 24, 2023

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E22	Project Maintenance & Operations Manager	E256	\$358.46	\$376.38	\$395.20	\$414.95	\$434.93
	Supervisor, Environmental Health & Safety Services	E281					
E21	Analyst II, Accounting/Payroll	E199	\$341.39	\$358.46	\$376.38	\$395.20	\$414.96
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$325.13	\$341.39	\$358.46	\$376.38	\$395.20
	Coordinator I, Community Schools**	E279					
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
	Executive Chef	E276					
E19	Coordinator I, Purchasing	E127	\$309.64	\$325.13	\$341.39	\$358.46	\$376.38
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262	\$294.89	\$309.64	\$325.13	\$341.39	\$358.46
	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	\$280.99	\$294.89	\$309.64	\$325.13	\$341.39
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	\$267.48	\$280.84	\$294.89	\$309.64	\$325.13
E15	Athletic Trainer (Certified)	E229	\$254.74	\$267.48	\$280.84	\$294.89	\$309.64
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					

Fresno Unified School District

Classified Management Daily Salary Schedule ~~2022-23~~ 2023-2024

Effective ~~August 10, 2023~~ August 24, 2023

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E15	Coordinator, Farm to School	E277	\$254.74	\$267.48	\$280.84	\$294.89	\$309.64
E13	District Supervisor I, Custodial Services	E030	\$231.07	\$242.61	\$254.74	\$267.48	\$280.84
	District Supervisor I, Graphic Services	E174					

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

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

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

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

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve the 2023/24 Spring Release Consolidated Application to the California Department of Education

ITEM DESCRIPTION: Included in the Board binders is a budget summary for the Consolidated Application (Con App). The Con App is a tool used by the California Department of Education (CDE) to distribute funds from federal programs to school districts across California. The funds received from this application enable the district to serve students through activities described in each School Plan for Student Achievement (SPSA) and in the district's Local Control and Accountability Plan (LCAP).

Fresno Unified has applied for the following federal funds: Title I, Part A (Basic Grant); Title II, Part A (Supporting Effective Instruction); Title III English Learner; Title III Immigrant; and Title IV, Part A (Student and School Support).

Attached is a budget summary that includes \$70,714,762 in budgeted funding plus \$17,611,088 in projected 2022/23 carryover.

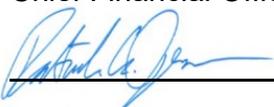
FINANCIAL SUMMARY: Total funding for categorical programs was included in the 2023/24 Adopted Budget approved by the Board on June 21, 2023.

PREPARED BY: Ashlee Chiarito

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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





**Consolidated Categorical Program Funds
2023/24 Budget Highlights
Con App – Spring Release**

Title I, Part A – Basic Grant

2023/24 Projected Allocation:	\$59,895,327
2022/23 Estimated Carryover:	<u>14,947,536</u>
	\$74,842,863

Poverty Base: District allocations from the California Department of Education are determined based on U.S. Census Bureau estimates of poverty and district enrollment.

School Allocations: \$7,578,287 – Direct resources to schools to increase student achievement and meet district goals. School allocations are based upon the number of children eligible for Free/Reduced Price Meals. Funding levels vary according to enrollment and the percentage of poverty at each school. The district poverty average is 85.7%.

Nonprofit Private School Equitable Services: \$42,001 – Eligible students enrolled in private nonprofit schools receive Title I, Part A services that are equitable to those provided to eligible public-school students.

District Support to Schools: \$42,453,549 – District resources to schools to increase student achievement and meet district goals

Parent Involvement/Community Engagement: \$2,115,393 – Community and family engagement activities and services, including. Parent University

Homeless Students: \$197,563 – Support and advocacy services for homeless students

Professional Development: \$10,760,305 – Support for Title I schools, including teacher and leadership development, including instructional coaches and professional learning communities (PLC) teacher supplemental contracts

Choice Transportation: \$1,710,953 – Reservation for transportation for students in School Choice Program

Administrative/Indirect: \$9,984,812 – 13.34% of the entitlement and carryover (15% allowable)

Title II, Part A – Supporting Effective Instruction

2023/24 Projected Allocation:	\$4,480,218
2023/24 Title IV Funds Transferred:	4,595,698
2022/23 Estimated Carryover:	<u>2,175,660</u>
	\$11,251,576

Indirect: \$336,194 based on 3.08%

Program: Funding to increase student achievement by improving teacher and principal quality and increase the number of highly qualified teachers and principals in schools.

Consolidated Categorical Program Funds Continued

Title III – English Learner

2023/24 Projected Allocation: \$1,743,519
2022/23 Estimated Carryover: 487,892
\$2,231,411

Indirect: \$49,018 based on 3.08% maximum allowed

Program: Funding to support English Learners in attaining English proficiency and meeting the standards expected of all students through professional learning for teachers and classified staff as well as increased parent involvement activities

Title III – Immigrant

2023/24 Projected Allocation: The district does not anticipate receiving Title III Immigrant funds this year.

Program: Funding to support English Learner immigrant students to attain English proficiency. This program supports additional services for this population and will be coordinated with both the Title III-English Learners and Title I program to increase student achievement.

Title IV, Part A – Student Support

2023/24 Projected Allocation See Title II, Part A

The district will request in the Winter Release to transfer these funds to Title II, Part A.

Program: Funding to increase the district's capacity to provide all students with a well-rounded education, improve conditions for student learning, and improve the use of technology to improve academic achievement and digital literacy.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-7

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Addendum to Provide an Additional Student Resource Officer Supervisor

ITEM DESCRIPTION: Included in the Board binders is an addendum with the City of Fresno and the Fresno Police Department to add a Student Resource Officer (SRO) Sergeant, bringing the total to three supervisors that support 34 SROs at Fresno Unified, Central Unified, Sanger Unified and a new SRO for Fresno County's Office of the Superintendent. Costs associated with the additional supervisor will be shared.

On June 10, 2022, the Board approved a contract to provide SROs at each of our middle schools on a phased in approach. Fort Miller, Tenaya, Terronez, Kings Canyon and Gaston received their officer in August of 2022. Ahwahnee, Tioga, Sequoia, Tehipite and Scandinavian received theirs in January of 2023. The last officers were assigned to the remaining five sites – Yosemite, Cooper, Computech, Hamilton and Baird this month with the start of the 2023/24 school year. These are in addition to the SROs already supporting our high schools at Bullard, Cambridge, DeWolf, Duncan, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside. Fresno Unified now has a total of 25 secondary sites supported by a Fresno Police Department SRO. With additional student resource officers, additional supervisor support is needed.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$117,513 are available in the Safety and Security Budget.

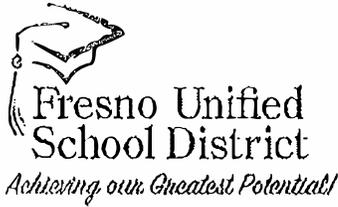
PREPARED BY: Amy Idsvoog

DIVISION: Health and Safety
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Vendor Number</u>	
City of Fresno - Police Department	2323 Mariposa Mall - Fresno, CA 93715
<u>Vendor Name</u>	<u>Address</u>
559-621-7650	Paco Balderrama
<u>Phone Number</u>	<u>Vendor Contact</u>
<u>From: 7/1/2021</u>	<u>Through: 6/30/2024</u>
<u>Term (Duration)</u>	
<u>FUSD Contract Administrator:</u>	<u>Health Safety/Emerg. Response 457-3498</u>
Amy Idsvoog	
<u>Name</u>	<u>Site/ Dept Telephone number</u>

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

Annual Cost \$ 117,513.00 (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:

Addendum with the City of Fresno and the Fresno Police Department to add an SRO Sergeant, bringing the total to three supervisors that support 34 student resource officers at Fresno Unified, Central Unified, Sanger Unified and a new SRO for Fresno County's Office of the Superintendent. Costs associated with the additional supervisor will be shared.

on June 10, 2022, the Board approved a contract to provide SROs at each of our middle schools on a phased in approach. Fresno Unified now has a total of 25 secondary sites supported by a Fresno Police Department SRO. With additional student resource officers, additional supervisor support is needed.

Routing Order:

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: 08/23/23 Will contract be submitted with Bundled Contracts? (Contracts of \$15,000.00 or more)

1) Reviewed & approved by Department Head:	<u><i>Amy Idsvoog</i></u>	<u>8/9/23</u>
	Signed	Date
2) Reviewed & approved by Cabinet Level Officer:	<u><i>[Signature]</i></u>	<u>8/1/23</u>
	Signed	Date
3) Reviewed & approved by Risk Management:	<u><i>[Signature]</i></u>	<u>8/9/2023</u>
	Signed	Date

Please return signed agreement back to (name/email) : Annette J. Montague

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF FRESNO, CALIFORNIA
AND FRESNO UNIFIED SCHOOL DISTRICT

This Second Amendment (Amendment) is made and entered into effective August 1, 2023, between the City of Fresno, a California municipal corporation (City) and the Fresno Unified School District, a local agency (District). The City and the District are collectively referred as the Parties in this Amendment.

WHEREAS, on July 1, 2021, the City and District entered into a three-year Agreement (Agreement) whereby the City agreed to provide Fresno Police Department (FPD) Student Resource Officers (SROs) at District high schools.

WHEREAS, the Parties now desire to amend the Agreement to add one sergeant to be assigned to provide supervision for SROs assigned to Fresno Unified School sites as this is beneficial to the District, Students, Staff and City to assist the District in providing its pupils with a campus which is safe, secure, and peaceful; and

WHEREAS, the additional sergeant at District school sites is intended by the Parties to be assigned on an on-going basis as FPD staffing and District funding allow, with the goal of having an appropriate level of supervision for all SROs by the start of the 2023-2024 school year; and

WHEREAS, the District desires to continue to contribute funds to the City to partially-offset City's operational costs covered by the General Fund.

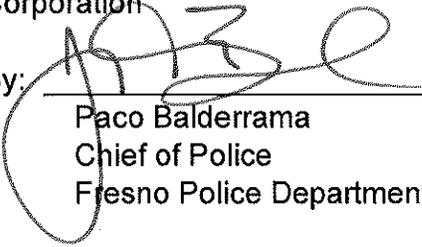
NOW THEREFORE, the Parties agree the Agreement be amended as follows:

1. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.
2. The City will provide one additional sergeant to provide supervision to SROs and perform law enforcement services at District school sites beginning August 1, 2023 and continuing until termination of the Agreement.
3. District shall pay to City the additional annual cost of \$117,513 for the services contemplated in Section 2, above, and as further detailed in Exhibit D which is attached hereto and incorporated herein by reference.
4. Any additional SROs or sergeants requested by the District in order to further the goal of having one SRO at each District high school and middle school along with an appropriate level of direct supervision of the SROs will be subject to FPD officer availability and shall be requested in writing no less than one month prior to SRO installation in a particular school. All additional SROs or sergeants requested by the District will be billed at the rates set forth in Exhibit D.
5. Except as otherwise provided herein, the Agreement remains in full force

and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO, a California municipal Corporation FRESNO UNIFIED SCHOOL DISTRICT, a local agency

By: 
Paco Balderrama
Chief of Police
Fresno Police Department

By: _____
Patrick Jensen
Interim Chief Financial Officer
Fresno Unified School District

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Jamie Kalebjian
Deputy City Attorney

By:  8/9/2023
Stacey Sandoval
Executive Director, Risk Management

ATTEST:
City Clerk
Todd Stermer

By: _____
Deputy

Addresses

CITY:
Fresno Police Department
Attention: Support Division
P.O. Box 1271
2323 Mariposa Mall
Fresno, CA 93715-1271

DISTRICT:
Fresno Unified School District
Attention:
Chief Financial Officer
2309 Tulare Street
Fresno, CA 93721

Attachments:
Exhibit D – Updated Cost Breakdown of Police Services

EXHIBIT D

**Cost Breakdown of Police Services to the
Fresno Unified School District
(Effective July 1, 2023 - June 30, 2024)**

FY24 SRO Sergeant Costs

Last Name	First Name	Rank	School	Annual Salary & Fringe	%Allocated To FUSD	Annualized StraightTime Cost to FUSD	Optional OT Rate**
		Sgt.	N/A	\$212,727	50%	\$106,363	\$93.01
TOTAL						\$106,363	

The above schedule provides the total salary and fringe for each Student Resource Officer assigned to the Fresno Unified School District (FUSD) for Fiscal Year 2024. The amount to be paid by FUSD is based on a percentage of salary and fringe stated for each officer and the annualized straight time costs for a total of \$106,363.

Also noted is the optional overtime rate for each officer. The total overtime charges to FUSD will be based on the actual number of hours each officer is utilized.

Patrol vehicle lease cost is \$10,800 per year, per vehicle. Total charges for one vehicles is \$10,800.

Total Salary Costs for Period	\$106,363
Total Vehicle Costs for Period	\$ 10,800
Administrative Fee	\$ 350
Total Cost for Fresno Unified School District	\$117,513 ***

***Includes salary and all applicable benefits (including, without limitation, Medicare, Health and Welfare, uniform, pension, workers compensation premium and POST Certificate Pay that are actually provided during the respective year of this Agreement.)**

****Includes salary and Medicare**

***** The respective officer and sergeant costs shall be determined by the Fresno Police Department and shall be based upon the straight-time hourly wage rate, overtime hourly rate and vehicle operations and maintenance cost in effect July 1 for the respective year. The Administrative Fee shall remain \$350 for each year. The Fresno Police Department will notify Fresno Unified School District, in writing, of its annual salary and fringe benefits by May 31st before the respective year.**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-8

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Multiyear Agreement with K12 Strategic Technology Advisory Group for the Continuous Improvement Leadership Cohort for Digital Transformation and Growth

ITEM DESCRIPTION: Included in the Board binders is information on the multiyear agreement with K12 Strategic Advisory Group for the Continuous Improvement Leadership Cohort for digital transformation and growth.

This three-year cohort aims to foster continuous improvement, enhance leadership capabilities, and drive positive change within participating large urban K12 districts. The program includes an in-depth information technology department review, strategic roadmap development, ongoing coaching and mentoring, and collaborative learning opportunities with IT leaders of large urban districts. Included in the cohort are Boston Public Schools, San Antonio Independent School District, Portland Public Schools, Santa Fe Public Schools, and Fresno Unified School District. The payments are scheduled as follows:

- \$29,500 in August 2023
- \$29,500 in August 2024
- \$29,500 in August 2025

These payments cover cohort participation through June 2026.

FINANCIAL SUMMARY: Sufficient funds are available in the Information Technology budget for the annual amount of \$29,500.

PREPARED BY: Tami Lundberg

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

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

TBD

Vendor Number

Convectus Solutions LLC DBA K-12 STAG

5435 N Garland Ave Ste 140, Garland, TX 75040

Vendor Name

1-505-433-0632

Address

Tom Ryan

Phone Number

Vendor Contact

From: 8/24/2023

Through: 6/30/2026

Term (Duration)

FUSD Contract Administrator:

Tami Lundberg

Information Technology

559-457-3868

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0140-0885-0000-7700-5221

Actual Cost \$ 88,500.00 (Estimated Amount)

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

Yes

No

Scope of Work Summary:

The K-12 Strategic Technology Advisory Group (K-12 STAG) Continuous Leadership Improvement Cohort (CLIC) is a comprehensive three-year program designed to empower school districts in their digital transformation and alignment strategies. Led, facilitated, and consulted by the experience members of the K-12 STAG team, this commitment aims to foster continuous improvement, enhance leadership capabilities, and drive positive change within the cohort member district. The program includes an in-depth IT department review, strategic roadmap development, ongoing coaching and mentoring, and collaborative learning opportunities.

- \$29,500 in August 2023
- \$29,500 in August 2024
- \$29,500 in August 2025

These payments cover cohort participation through June 2026.

Please indicate where the work will be performed:

Work to be performed remotely out of state

Date Item is to appear on **Board of Education Agenda:** 08/23/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

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

Tami Lundberg
Signed

8/10/2023

Date

Reviewed & approved by **Risk Management**

[Signature]
Signed

8/10/23

Date

Reviewed & approved by **Department Head**

Signed

Date

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

K-12 Strategic
Technology
Advisory Group



The Continuous Leadership Improvement Cohort (CLIC)

Digital Transformation and Growth

Program Participant Agreement 2023

PROGRAM PARTICIPANT AGREEMENT

This Program Participant Agreement (Agreement) is made by and between Convectus Solutions LLC (d/b/a K-12 Strategic Technology Advisory Group) (hereinafter referred to as K-12 STAG) and Fresno Unified School District (hereinafter referred to as Cohort Member District). The purpose of this agreement is to establish an understanding of the Continuous Leadership Improvement Cohort for Digital Transformation and Growth program objectives, components, and the program participant's commitments.

1.1 Overview

The K-12 Strategic Technology Advisory Group (K-12 STAG) Continuous Leadership Improvement Cohort (CLIC) is a comprehensive three-year program designed to empower school districts in their digital transformation and alignment strategies. Led, facilitated, and consulted by the experienced members of the K-12 STAG team, this commitment aims to foster continuous improvement, enhance leadership capabilities, and drive positive change within the cohort member district. The program includes an in-depth IT department review, strategic roadmap development, ongoing coaching and mentoring, and collaborative learning opportunities.

1.2 Purpose

The CLIC program's objective is to drive digital transformation across participating school districts by leveraging strengths, highlighting focus areas, and devising effective strategies for improvement. K-12 STAG empowers senior tech leaders by equipping them with necessary skills and resources to lead and manage digital initiatives confidently. Furthermore, the program aims to foster a collaborative learning community where cohort members can exchange best practices, address challenges, and grow collectively. In summary, the objectives of the program are:

- Drive Digital Transformation: Support participating school districts in their journey towards digital transformation by identifying strengths, prioritizing areas of focus, and developing strategies for improvement.
- Enhance Leadership Capabilities: Empower senior members of the Technology department leadership team with the necessary skills, knowledge, and resources to effectively lead and manage digital initiatives.
- Foster Collaboration and Learning: Create a community of learning and collaboration among cohort members, enabling the sharing of best practices, challenges, and solutions for mutual growth and support.

1.3 K-12 STAG CLIC Program

The K-12 STAG CLIC program follows a methodical structure, starting with a thorough review of the Cohort Member District's IT department. The overall CLIC program structure and components are outlined in the "Program Structure and Components" section below.

The Cohort member and its district agree to complete the requirements of the 3-year program, noting the time commitment involved, and accounting for the impact of any extended leave, rotation(s), change in operating status, organizational restructure, etc. The Cohort member should inform the CLIC program leadership of any changes in status/contact information during their participation in the program. It is the responsibility of the Cohort member to monitor any communications and coordinate with K-12 STAG throughout their participation.

The CLIC program requires a three-year commitment from the district's senior member of the Technology Department leadership team. The Cohort member shall engage in two monthly calls:

1. Individual district leader's one-on-one calls with K-12 STAG for the district's specific progress monitoring and coaching; and,
2. Full cohort conversations for shared learning and support.

PROGRAM STRUCTURE AND COMPONENTS

- K12 IT Maturity Review: K-12 STAG shall conduct a comprehensive review of the cohort member district's IT department, utilizing a framework that includes three core dimensions (Executive Leadership, Organizational Environment, Managing Resources & Operations) and ten domains encompassing over 40 capability blocks. This review will provide insights into the current state of maturity, with context and interpretation provided for each capability.
- Core Values, Vision, and Mission Foundation: K-12 STAG shall work collaboratively with the cohort member district to define their core values, vision, and mission, aligning them with the district's digital transformation objectives and aspirations.
- Continuous Improvement Strategic Roadmap (CISR): K-12 STAG shall develop a three-year strategic roadmap for the cohort member district derived from the insights gained through the IT department review. The roadmap will outline key focus areas, goals, and milestones to guide the district's continuous improvement journey.
- Ongoing Coaching and Monitoring: Cohort member shall engage in regular one-on-one calls with K-12 STAG for individual progress monitoring, coaching, advising, and reviewing the implementation of the strategic roadmap.
- Collaborative Learning Strategic Networking: Cohort member shall participate in group calls with other District cohort members to provide high-level progress updates, share challenges and concerns, and receive group coaching and mentoring.
- Cohort IT Review & Improvement Program: Cohort member will participate in two onsite department reviews of other cohort districts, fostering cross-learning and providing valuable insights and recommendations for improvement.
- Final Review and Celebration: K-12 STAG shall conduct in the third year a final review of the cohort member district using the previously established framework to measure and celebrate the progress made by the cohort member district throughout the program.

1.4 Program Fees & Payment

The K-12 CLIC Program membership fees are \$29,500 per year for three years. The annual fee includes program activities and all travel and accommodations for K-12 STAG’s two-day onsite facilitated leadership and road mapping sessions of the District; and the district’s Cohort member’s travel and accommodations related to the two onsite Cohort Department Review trips.

The first \$29,500 annual membership fee is due and payable within 30 days upon the execution of this program agreement. Year 2 and 3’s annual fees shall be due and payable on the anniversary of each of the following years.

1.5 Authorizing Signatures

Convectus Solutions, LLC (d/b/a K-12 Strategic Technology Advisory Group)

Authorizing Signature	 Joanne Ung (Aug 10, 2023 17:35 CDT)
Name	Joanne Ung
Title	Managing Partner/President
Date	Aug 10, 2023

Fresno Unified School District

Authorizing Signature	
Name	Patrick Jensen
Title	Chief Financial Officer
Date	

Approved as to Form:

Authorizing Signature	
Name	Stacey Sandoval
Title	Executive Director, Risk Management
Date	8/10/23



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) dated as of 8/24/2023 is entered into between, Convectus Solutions LLC, a Texas limited liability company, d/b/a K12 Strategic Technology Advisory Group (“K12 STAG”) and Fresno Unified School District, collectively the “parties,” and each a “party.” The parties hereby agree as follows:

1. **Purpose.** In connection with a contemplated or existing business relationship, either party may disclose to the other party certain proprietary information which the disclosing party considers and wishes to keep confidential.
2. **Definition.** “**Proprietary Information**” includes, but is not limited to, the following types of information and other information of a similar nature, whether or not reduced to writing or designated as confidential: technical or scientific data; future development plans; know-how; research; products; services; inventions; ideas; processes; designs; drawings; models; sketches; lists; strategies; engineering plans; marketing and business development plans and techniques; methods of obtaining business; cost, fee and other financial data; pricing and billing policies; personnel information; names, contact information and other customer information; vendor names and other vendor information; forecasts and forecast assumptions; purchasing and internal cost information; and the manner and methods of conducting business. Proprietary Information shall include, but not be limited to, all materials and information which a reasonable party in the disclosing party’s industry would consider confidential as well as those marked “Proprietary Information.” Proprietary Information may also include information disclosed by third parties to a party hereto at the direction of the disclosing party (and for purposes of this agreement, shall be considered disclosed by the disclosing party). Proprietary Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the receiving party in violation of this Agreement; or (iii) is in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure, as shown by the receiving party’s files and records; (iv) is obtained by the receiving party from a third party who is not known by the receiving party to have obligations of confidentiality regarding such information; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Proprietary Information, as shown by documents and other competent evidence in the receiving party’s possession.
3. **Disclosure Restrictions.** Each receiving party agrees not to disclose, display, provide, transfer, or otherwise make available all or any part of the Proprietary Information to any person or entity, except to those employees, consultants financial, legal or other advisors of the receiving party who are required to have the information in order to evaluate or engage in discussions with the disclosing party and who are under an obligation of confidentiality consistent with the terms of this Agreement. The parties shall not disclose any terms proposed or under discussion, or the fact that the parties are engaged in such discussions. Such proposed business relationship shall be treated as secret and confidential. Each receiving party agrees to treat such Proprietary Information disclosed to it with at least the degree of care that it treats similar materials of its own.
4. **Use Restrictions.** Each receiving party agrees not to use Proprietary Information disclosed to it for its own use or for any purpose except to evaluate whether to become or remain engaged with the other party in a business relationship or, after becoming engaged, to carry out such business. The receiving party shall not make copies of the Proprietary Information unless previously approved in writing by the disclosing party. Each receiving party agrees not to reverse engineer, disassemble or recompose any materials, prototypes, or other

tangible objects which embody the Proprietary Information. The receiving party agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Proprietary Information in order to prevent it from falling into the public domain or the possession of unauthorized persons. The receiving party agrees to notify the disclosing party promptly in writing of any misuse or misappropriation of such Proprietary Information which may come to its attention.

5. **No Obligation.** Nothing herein shall obligate the parties to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

6. **No Warranty.** ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS." EACH DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ITS PROPRIETARY INFORMATION.

7. **Termination of Obligations.** This Agreement may be terminated at any time by either party upon written notice to the other party. Notwithstanding any termination hereof, the receiving party's obligations under this Agreement shall terminate with respect to any particular portion of the Proprietary Information upon the earlier to occur of: (a) such information is no longer Proprietary Information pursuant to Section 2(i) through (v) of this Agreement; or (b) three (3) years from the date such information was disclosed, provided that the receiving party's obligations hereunder shall survive and continue in effect with respect to any Proprietary Information that is a trade secret under applicable law until such time that the information is no longer a trade secret.

8. **Property Rights; No License Granted.** All Proprietary Information of a party shall remain its property. Nothing in this Agreement is intended to grant any license or rights to a receiving party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant the receiving party any license or rights in or to the Proprietary Information.

9. **Return of Proprietary Information.** At the request of the disclosing party, upon termination of discussions or upon termination of the business relationship between the parties, the receiving party shall promptly return to the disclosing party all Proprietary Information together with all copies made thereof and all documents and things containing any portion thereof (or in the discretion and at the direction of the disclosing party, shall destroy such information); provided that, the receiving party shall be permitted to retain a back-up copy of such Proprietary Information as required by law, rule, regulation or internal compliance policies, which retained Proprietary Information shall continue to be subject to the provisions of this Agreement.

10. **Disclosure Required by Law.** Notwithstanding anything to the contrary contained in Section 3 and 4 hereof, the receiving party may disclose or deliver Proprietary Information of the disclosing party only to the extent that such disclosure or delivery is necessary for the receiving party to comply with any law, rule, regulation, order of court or other legal process; provided that, unless prohibited by applicable law, the receiving party shall give the disclosing party reasonable advance notice of any such proposed disclosure or delivery, shall use its reasonable efforts to secure from any person obtaining access to the Proprietary Information of the disclosing party pursuant to this Section 10 an agreement in writing to be bound by the provisions of Sections 3 and 4 of this Agreement, and shall advise the disclosing party in writing of the manner of such disclosure. At the expense of the disclosing party, the receiving party shall reasonably support the efforts of the disclosing party to limit the scope of the disclosure and/or to obtain an order or other reliable assurance that confidential



treatment will be accorded to the Proprietary Information. If the disclosing party is not able to secure such order or assurance, then the receiving party will only disclose that portion of the Proprietary Information that its legal counsel advises it is required to disclose and the receiving party will exercise reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded to such Proprietary Information.

11. **Remedies.** The receiving party agrees that its obligations hereunder are necessary and reasonable to protect the disclosing party, and expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach of any covenant or agreement set forth herein. The receiving party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, provided that the right to receive Proprietary Information may not be assigned without the written consent of the disclosing party. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law principles. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision hereof. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between the parties, whether oral or written, with respect to the subject matter hereof. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement. All headings are inserted for convenience of reference only and shall not affect its meaning or interpretation.

Fresno Unified School District

Convectus Solutions LLC (d/b/a K-12 Strategic Technology Advisory Group)

By: _____

By: Joanne Ung
Joanne Ung (Aug 10, 2023 17:35 CDT)

Printed: Patrick Jensen

Printed: Joanne Ung

Title: Chief Financial Officer

Title: Managing Partner/President

Dated: _____

Dated: Aug 10, 2023

Approved as to Form:

By: Stacey Sandoval

Printed: Stacey Sandoval

Title: Executive Director, Risk Management

Dated: 8/10/23

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Memorandums of Understanding with Partner Organizations Involved in the Equity-Centered Pipeline Initiative

ITEM DESCRIPTION: Included in the Board binders are Memorandums of Understanding with Partner Organizations involved in the Equity-Centered Pipeline Initiative (ECPI). Approval is requested for the agreements with the partners involved in The Wallace Foundation grant to allow for the distribution of funds.

Fresno Unified was selected to participate in The Wallace Foundation sponsored Equity Centered Pipeline Initiative. The initiative is a five-year endeavor that supports eight large, high-needs districts to build evidence-based principal pipelines with the goal of developing principals who can advance each district's own vision of equity. The grant supports collaboration with internal stakeholders and external partners to review existing programs, consider research-based actions, and develop a pipeline that is aligned with the district's strategic plan, policies, and practices.

The proposal was approved at the April 07, 2021, Board of Education Meeting, and the grant was publicly announced on September 29, 2021, following a competitive review and district visitation process. The grant agreement requires that Fresno Unified serve as the fiscal agent for awards to the district, university partners, and the state agency supporting the efforts. The full award will total \$8.2 million over 5 years.

Year Three Funding is \$1.6 million:

- \$800,000 to Fresno Unified
- \$300,000 to San Diego State University
- \$300,000 to National University
- \$70,000 to the California Department of Education/Commission on Teacher Credentialing

FINANCIAL SUMMARY: The award amount for the district is \$800,000 in Year 3 and approximately \$4 Million over five years. The individual partner awards will be distributed and monitored by Fresno Unified as the fiscal agent for the grant.

PREPARED BY: Kimberly Villescaz

DIVISION: Leadership Development

PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

SUPERINTENDENT APPROVAL:

Robert G. Nelson, Ed.D.





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number			
The Wallace Foundation		140 Broadway, 49th Floor-New	
Vendor Name		Address	
212-251-9700		Will Miller, President	
Phone Number		Vendor Contact	
From: 9/21/2021		Through: 6/30/2024	
Term (Duration)			
FUSD Contract Administrator:			
Kim Villescaz		Leadership Development	457-3660
Name		Site/ Dept	Telephone number

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

Annual Cost Please choose an option

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. **Yes** **No**

Scope of Work Summary:

Fresno Unified was selected to participate in The Wallace Foundation sponsored Equity Centered Pipeline Initiative. The initiative is a five-year endeavor that supports eight large, high-needs districts to build evidence-based principal pipelines with the goal of developing principals who can advance each district's own vision of equity. The grant supports collaboration with internal stakeholders and external partners to review existing programs, consider research based actions, and develop a pipeline that is aligned with the district's strategic plan, policies and practices.

The proposal was approved at the April 7, 2021 Board of Education Meeting, and the grant was publicly announced on September 29, 2021, following a competitive review and district visitation process. The grant agreement requires Fresno Unified serve as the fiscal agent for awards to the district, university partners, and the state agency supporting the efforts. The full award will total \$8.2 million over 5 years.

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:** 06/21/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:		_____
	Signed	Date
Reviewed & approved by Risk Management		8/11/2023
	Signed	Date
Reviewed & approved by Department Head		_____
	Signed	Date

Please return signed agreement back to (name/email) : Annette J. Montague



The Wallace Foundation
140 Broadway, 49th Floor
New York, NY 10005

(212) 251-9700
wallacefoundation.org

July 13, 2023

Bob Nelson
Superintendent
Fresno Unified School District
2309 Tulare St.
Fresno, CA 93721

Dear Dr. Nelson:

This letter, when signed by Fresno Unified School District (“you” or “your”), shall constitute an amendment of the agreement governing grant # 20210180 (“Grant”) between you and The Wallace Foundation (“Wallace”) executed September 2, 2021; as amended on November 8, 2021 and September 22, 2022 (the “Agreement”), as follows:

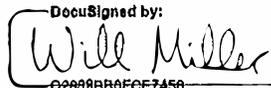
1. The Agreement is hereby amended to increase the Grant amount by One Million Six Hundred Dollars (\$1,600,000) for a total Grant amount of Five Million Eight Hundred Ten Thousand Dollars (\$5,810,000). These additional funds are to be used to extend your participation in Wallace’s Equity-Centered Pipeline Initiative by one year and will be paid to you within thirty (30) days of Wallace’s receipt of this amendment signed by you.
2. The attached Appendix A3 (scope of work for year 3) is henceforth incorporated as part of the Agreement.
3. The end date of the Grant is hereby extended by one year from August 31, 2023 to June 30, 2024.

Except as expressly amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

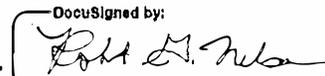
Please note that in Wallace’s grants management system, this amendment is designated as # 20210180-A3 for payment purposes.

If this letter accurately reflects your understanding, please have a duly authorized individual with the legal capacity to execute and deliver this amendment sign where prompted by DocuSign. If you have any questions, please contact Grants Associate Deanna Chernovetsky at dchernovetsky@wallacefoundation.org.

Sincerely,
THE WALLACE FOUNDATION

DocuSigned by:

02099BB0FCE7450
Will Miller, President

ACCEPTED AND AGREED:
Fresno Unified School District

DocuSigned by:

By: _____
1C0047021AF0400...
Signature

7/13/2023
Date

Name: Bob Nelson

Title: Superintendent

Approved As To Form



Stacey Sandoval, Executive Director
Risk Management

APPENDIX A3

Grantee: Fresno Unified School District
Grant Amount: \$5,810,000
Term: September 1, 2021 through June 30, 2024 (Scope period: September 1, 2023 through June 30, 2024)
Grant ID#: 20210180

Wallace's mission is to foster equity and improvements in learning and enrichment for young people, and in the arts for everyone. We seek to catalyze broad impact by supporting the development, testing and sharing of new solutions and effective practices.

Our approach is to work collaboratively with others both to create benefits for the people these organizations serve and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. We have learned from our grantees that our approach means your experience working with Wallace may be similar to your experience with other foundations in some respects, and different in others. Here is what you can expect in working with Wallace:

- The key to successful partnerships is a mutual commitment to open, candid, ongoing and respectful communications. We commit to be clear and timely in communicating our goals, strategies and expectations. In turn, we ask that you share with us what's working well, if something isn't working as expected, and what you are learning. We take seriously our own accountability as a foundation to use philanthropic resources wisely, which means regularly assessing whether the work we are funding is creating hoped-for results and benefits.
- To support our shared goal to test ideas and practices that we can learn from and share broadly with the sector, many grants require studies, evaluations or other efforts to elicit lessons and observations from grant-funded activities. These studies and evaluations result in public reports that are widely disseminated. As partners in knowledge development, you agree to cooperate fully with Wallace and its designees, including cooperating with data collection activities.
- To support shared learning, we may ask grantees to participate in learning communities with other grantees and experts to discuss experiences and challenges in the work, exchange ideas, share expertise, and advise members of the community on issues that may be relevant to your work. In turn, we commit to organize these convenings so that you will find them a valuable use of your time.

A. Initiative Strategy and Purpose

Given that comprehensive, aligned principal pipelines have been demonstrated to benefit student achievement, and given the key role of principals in advancing equity, this initiative seeks to learn whether and how districts can develop and implement comprehensive, aligned principal pipelines that produce equity-centered leaders who can help bring a district's vision of equity to fruition. The initiative seeks to benefit both participating districts and yield broadly applicable approaches that other districts can adapt to their own contexts.

The question the initiative seeks to answer is:

“How can large, high-needs districts, in partnership with their stakeholders, create comprehensive, aligned principal pipelines and other supports that are capable of

producing and supporting equity-centered leaders within the district ecosystem?”

B. Overview of Key Terms

The visual below captures key definitions used in this initiative related to expectations for moving work forward and the relationship between goals, strategies, key actions, activities, and expenses.

- **Initiative-Wide Five-Year Goals:** Common goals shared by every district partnership team in the initiative.
- **Strategy:** The set of reasoning that drives the work forward.
- **Year Three Strategy:** The strategy for the initiative’s third year that will undergird the main approach for each of the seven domains and enable teams to prioritize the activities in their work plan.
- **Initiative-Wide Key Actions:** The overall, common set of guiding principles that characterize the approach across the initiative.
- **Activities:** The specific ways the actions will be implemented, captured in the workplan.
- **Expenses:** Costs associated with the activities, captured in the budget.

C. District Ecosystem

This initiative involves the full district “ecosystem,” by which we mean all the organizations that form the community affecting the education of children and preparation of teachers and leaders. This includes the district’s central office, university partners, stakeholders (such as students, parents, city agencies and community organizations), and the state education agency or agencies.

D. Goals: Five-Year Initiative-Wide Goals

At the end of a successful five-year initiative, each district and its stakeholders will have:

- Defined what equity means in the context of the district’s history, policies and strategic vision, and with the input of key stakeholders including parents and students,
- Developed a comprehensive, fully aligned principal pipeline and other supports that produce equity-centered leaders,
- Made each of the seven key pipeline features fully reflect the district’s context and definition of equity,
- Aligned this principal pipeline with the district’s strategic plan, policies and practices, its central office, its equity office (if it has one), and the pipeline functions and the structures of the various organizations in its ecosystem (i.e., feeder university preparation programs, state policies and local community organizations)

E. Year Three Goals

On behalf of your district partnership team, upload the Year Three goals that will undergird the main approach for each domain and enable you to prioritize the activities in your work plan (September 1, 2023-June 30, 2024). Please draw on the vision for an equity centered pipeline developed in Year One and the logic model revised in Year Two.

F. Initiative-Wide Key Actions in Year Three

Throughout the initiative, districts and their partners will employ the six key actions listed below to guide the work, collaborating with all the partners in the ecosystem. District partnership teams will engage with the Program team, participate in the research studies, and share their challenges, opportunities, pitfalls and back-steps during this process. Confidentiality and anonymity will be maintained throughout.

- 1. Key Action One: Developing and sustaining deep partnerships with internal and external stakeholders and organizations,**
- 2. Key Action Two: Visioning and strategic planning**
- 3. Key Action Three: Revisit and refine “equity” and “equity-centered leaders”**
- 4. Key Action Four: Begin implementing an equity-centered principal pipeline that translates the vision into reality**
- 5. Key Action Five: Providing mentoring and training for current assistant principals to become the next generation of equity-centered principals**
- 6. Key Action Six: Engaging in continuous improvement**

See work plan for description of specific activities to implement actions identified above. The budget template includes the corresponding spending anticipated.

G. Participation in Research and Data Requirements

All district teams will participate in the research activities associated with this initiative, including data sharing, interviews with key personnel, and site visits. Names of districts, and local communities participating in this initiative will not be linked to specific findings in any public report, without expressed permission of district leaders. Researchers will provide districts opportunities to review, for accuracy and confidentiality, all research reports before they are published. *Names of individuals will be strictly confidential. While individual identifiers are often necessary to link cases across time and datasets, personal identifiers of participants will not be shared with Wallace or districts and will be scrubbed at the end of the study.*

A draft set of data elements was shared with districts in February 2023 that included student-level data. Specific requests for student-level data will be reconciled between researchers and districts upon mutual agreement. In addition, data requests will be coordinated between the program and research teams to ensure minimum duplication of data requests.

Additionally, districts may participate in a unique short cycle of Research Practice Design Network. Additional information regarding the ECPI RPDN can be found in Appendix B.

H. Wallace Network Activities

1. Appropriate district partnership team members are asked to continue to meaningfully engage with all provided initiative-wide technical assistance, including:
 - Council of the Great City Schools (School board engagement)
 - Crocus (Leader Development Monitoring and Progression tool capacity)

- development)
 - Education Development Center (Mentor program assistance and *Quality Measures* assessment for university partners)
 - National Urban League (Community engagement)
 - San Diego State University (Faculty Professional Learning Community)
 - University of Pennsylvania (School leader Professional Learning Community)
2. Professional Learning Communities (PLCs):
 - Three initiative-wide PLCs on October 2-3, 2023, January 31-February 1, 2024, and May 15-16, 2024
 - Superintendents are asked to attend at least one initiative-wide PLC. In addition, Superintendents are asked to participate in two mutually agreeable research and communications activities [e.g., participation in facilitated events (panel, presentation, etc.) at convenings hosted by Wallace communications and/or research partners].
 - School leader PLCs (September 27-28, 2023, November 14-15, 2023)
 - University faculty PLCs (October 16-17, 2023)
 3. Annual Day with Wallace team review of progress and problem-solving (approximately March-April 2024)
 4. Regularly scheduled conference calls with your assigned Wallace Program Officer
 5. Other conference calls and virtual activities with your assigned Wallace Program Officer, consultant, technical assistant providers.

I. Deliverables, budget, progress and financial reports (Guidelines will be sent no later than six weeks prior to the due date):

Budget / Report	Date Draft Is Sent to Wallace Program Officer	Due Date Uploaded to GMS
Year Two final financial report (<i>Note: this report was part of districts' Year Two grant agreement</i>)	N/A	October 3, 2023
Year Three Work Plan and Year Three Goals and Partners	September 21, 2023	October 31, 2023
Year Three budget	September 21, 2023	October 31, 2023
LDMP requirements deliverable Leadership Development Monitoring and Progression Tool (LDMP) (formerly known as Leader Tracking System / LTS)	November 17, 2023	January 19, 2024
Year Three progress report	N/A	January 12, 2024

Year Three interim financial report 1 (9/1-11/30)	N/A	January 12, 2024
Year Three interim financial report 2 (12/1-3/31)	N/A	May 10, 2024
Year Three final financial report (9/1-6/30)	N/A	July 31, 2024

J. University Partner Tuition Guidelines (if applicable)

In partnership with the applicable university partners, the district will develop and submit budgets detailing their commitment to support district employees who will enroll as students in graduate programs (i.e., Masters or Doctorate). The budgets will include the amount of grant funds that will be allocated to support tuition, the district sustainability plans for Years Four and Five (e.g., where additional funds will come from to decrease the grant funds used for the tuition support for each year), and the university sustainability plan for Years Four and Five.

K. Fiscal Agent

The district will assume the role of fiscal agent with respect to the funds received from Wallace. In your role as fiscal agent, you will ensure that pass-through distribution of grants to the two university and state partners is accomplished in a timely way.

L. Responsibility for Legal Review

The Wallace Foundation expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

M. Freedom of Information Act (FOIA) Reporting Requirements

All grantees are asked to notify their assigned Wallace contact (Program Officer) of any Freedom of Information Act (FOIA) requests received for response that are (1) specifically for documents related to the Wallace grant award, or (2) requests for materials related to your Wallace grant award. Notification of all requests should be shared with Wallace contact(s) within fifteen (15) days of any request.

N. Changes to the Grant

You must make a request, in writing, to your assigned Wallace Program Officer prior to making any changes to the grant, including but not limited to:

- Revision of a budget line or budget category of more than \$5,000, subject to a cumulative cap of \$45,000
- Change in the scope of work or strategy
- To add, delete or change a deliverable

- To substantially change the level of involvement of a staff member or members considered key to the project

If the approved budget includes indirect costs, such costs will be identified in a separate budget line and may not exceed 20% of direct costs. Indirect costs are shared costs that are not directly attributable to the project itself, such as rent, utilities, allocated charges for administrative departments (e.g., Accounting, HR, Development), information technology, telephone and supplies. The indirect rate should be applied to actual expenditures for each grant payment period.

If you anticipate unexpended funds (balance) will remain at the end of the grant term, you must have a discussion with your assigned Wallace Program Officer about the use of the remaining funds at least three months prior to the end of the grant term. Your request should identify the remaining funds and propose a plan for spending down (course correction request).

O. Payment Schedule

Within thirty (30) days of Wallace’s receipt of this grant agreement signed by you, Wallace will send you an electronic ACH transfer in the amount of \$800,000. Wallace will send a second payment for the remaining balance of \$800,000 on or before January 30, 2024. Separately, Wallace will send you instructions on how to submit your banking information using our secure grantee portal.

**Appendix A: Scope of Work
For The Wallace Foundation**

DocuSigned by:

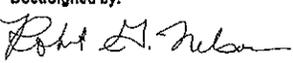
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 Angel Miles Nash, Program Officer

7/13/2023

 Date

**ACCEPTED AND AGREED:
Fresno Unified School District**

DocuSigned by:

 1EB847021AF84C0...
 By: _____
 Signature

7/13/2023

 Date

Name: Bob Nelson

Title: Superintendent

Approved As To Form


 8/11/2023
 Stacey Sandoval, Executive Director
 Risk Management

Appendix B

ECPI RESEARCH-PRACTICE DESIGN NETWORK

An opportunity for collaborative learning and support in Year 3

► Wait, what happened to RPPs?

The idea for a Research-Practice Design Network (RPDN) emerged from our listening tour with district leaders in early 2023. In that listening tour we heard that the lift of initiating, managing, and designing a unique RPP residing in a single district was likely too much to add to already full plates at this time. We also heard that district leaders had similar challenges that they were wrestling with and many expressed desire for more opportunities to collaboratively learn and design together.

► What is an RPDN?

- The RPDN is an opportunity to deepen the learning and design network of districts involved in ECPI – it will bring together multiple districts to partner with a group of researchers on a shared problem of practice identified by district leaders.
- The RPDN is similar to an Improvement Network in that it is designed to structure intentional collaboration between groups of leaders grappling with similar problems of practice in different contexts.

► What will the RPDN do?

For this first year, the RPDN will engage with the problem of practice that surfaced across our district listening tour: **How can we design ways of seeing/tracking deep change in our districts over time?** We will work together to learn about and co-design practical measures that could be used to track small and important shifts over time. Practical measures are dip-sticks that are quick, can be built into day-to-day practice, and give real-time information about how change is unfolding to inform ongoing decision-making. In the case of ECPI districts, a practical measure might help us see:

- How are our district visions of equity being taken up in day-to-day practice? Are they becoming shared?
- Is principal supervision practice actually changing in the ways we hope it is? How so?

Whats are practical measures?

Practical measures...

- are easy to implement
- provide frequent, rapid feedback
- directly inform efforts to track and improve practice
- use language that is relevant and meaningful to practitioners
- are not meant to be used for accountability or high-stakes, evaluation purposes

(Adapted from PMR2 Project)

► When will this happen? What are we committing to? Who will participate?

The first RPDN will launch in Fall 2023. During the first year, the current plan is for the RPDN to meet:

- virtually for 2 hours once a month
- in-person about 2 times a year (timing TBD)

By joining as a district, you are committing to sending a team of 3-4 staff/partners to each meeting. They will participate and learn alongside members from other districts, a team of 2-5 researchers, and Wallace staff in a process led by a facilitator. As a district, you will design and test out at least one practical measure to support your ECPI work.

For further information, please do not hesitate to reach out to the ECPI Research-Practice Working Group Leads:

- ✉ Paula Arce-Triggattl: parcetrig@rice.edu
- ✉ Allison Fox Resnick: allson.resnick@colorado.edu

**Fall
2023**

Learn about practical measures and imagine potential uses of them in your ECPI context.

**Winter
2024**

Engage in initial design and testing of a practical measure specific to your district's work and context.

**Spring
2024**

Engage in further testing and refinement, aiming to design a practical measure that can be routinely used in the following school year.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Qualifications 24-08, Health Professionals Staffing Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 24-08, Health Professionals Staffing Services, to qualify vendors in the categories of Licensed Vocational Nurse and Registered Nurse. Success will be measured by appropriate nurse staffing contributing to improved student health, safety, and abilities to learn. The term is a three-year period with the option to renew for two additional one-year periods and will begin September 01, 2023.

The Request for Qualifications was lawfully advertised on June 07, 2023, and June 14, 2023. Qualifications were received on July 12, 2023. Notifications were sent to 47 vendors, and the district received 32 responses. Evaluation of proposals were based on qualifications including experience, service implementation plan, insurance and regulatory matters, proof of licensure and certification, and pricing. The evaluation panel, comprised of Fresno Unified Health Services staff and community partners recommends approval of the following vendors:

Category A, Licensed Vocational Nurse (30 qualified vendors)
Category B, Registered Nurse (29 qualified vendors)

Statements of qualifications and scoring matrices are available for review in the Purchasing Department.

Approval will allow departments to utilize qualified vendors for services as needed. Purchase orders will be presented to the Board for ratification in future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$3,400,000 are available in the Elementary and Secondary School Emergency Relief III and Health Services budgets.

PREPARED BY: Xai "Liz" Torres

DIVISION: Health Services
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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





FRESNO UNIFIED SCHOOL DISTRICT
 QUALIFICATION SCORING SUMMARY
 RFQ No. 24-08, Health Professionals Staffing Services

Bid Opening Date: July 12, 2023 prior to 2:01 P.M.

Buyer: David Her

CONTRACTOR	CITY	CATEGORY A- LVNs QUALIFIED	CATEGORY B- RNs QUALIFIED
22nd Century Technologies, Inc.	Glendale	YES	YES
Adil Business Systems, Inc.	San Bernardino	YES	YES
All's Well Inc. dba All's Well Healthcare Services	Glendale	YES	N/A
ATC Healthcare Services, LLC	Lake Success	YES	YES
Aura Staffing Partner's Denver LLC	Littleton	NO	NO
BayInfotech LLC	Dallas	YES	YES
BuzzClan, LLC	Dallas	YES	YES
Compu-Vision Consulting, Inc.	North Brunswick	YES	YES
Delta-T Group Los Angeles, Inc.	Redondo Beach	YES	YES
EdTheory LLC	Pleasanton	YES	YES
EGA Associates, LLC	Jeannette	YES	YES
Eight Eleven Group, LLC dba Medasource	Indianapolis	YES	YES
Evolve Healthcare, Inc.	Redlands	YES	YES
The Headhunters Extraordinaire dba T.H.E. Company Inc.	Newport Beach	YES	YES
Impresiv Health LLC	Longwood	YES	YES
Jones Telepractice Agency LLC	Spring	NO	NO

LanceSoft, Inc.	Herndon	YES	YES
Loyal Source Government Services, LLC	Orlando	YES	YES
Maxim Healthcare Services, Inc.	Fresno	YES	YES
Maxim Healthcare Staffing Services, Inc.	Bakersfield	YES	YES
MediPro Medical Staffing, LLC	Los Angeles	YES	YES
New Direction Solutions, LLC dba ProCare Therapy	Peachtree Corners	YES	YES
New Mediscan II, LLC dba Cross Country Education	Woodland Hills	YES	YES
Recruitment Alley, LLC	Fresno	YES	YES
Resource Logistics, Inc.	East Brunswick	YES	YES
Ro Health, LLC	San Jose	YES	YES
Saratoga Medical Center, Inc.	New York	YES	YES
SHC Services, Inc. dba Supplemental Health Care	Cottonwood Heights	YES	YES
Sybyte Technologies Inc	Chatsworth	YES	YES
Technostaff LLC	Fairfield	YES	YES
The Stepping Stones Group LLC	Chicago	YES	YES
Worldwide Travel Staffing, Limited	Tonawanda	YES	YES

Qualification was determined by vendors with a responsible and responsive proposal, and scored the minimum 60% score during the committee's evaluation.

Staff recommends not qualifying Aura Staffing Partner's Denver LLC due to not having California Secretary of State Certification and Jones Telepractice Agency LLC for not meeting the minimum of 60% of evaluation criteria.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Proposals 24-10, Air Purifier Upgrades for Various Sites

ITEM DESCRIPTION: Included for Board consideration and approval is information on Request for Proposals 24-10, Air Purifier Upgrades for Various Sites, to establish fixed pricing for air purifiers, filters, cells, lamps, catalysts, etc. and services related to changing out filters and consumables. The criteria used to evaluate the air purifiers was based on total unit cost; total cost of consumables; effectiveness, and meeting indoor air quality (IAQ) for individual rooms at various Fresno Unified School District facilities. The air purifiers selected will improve indoor air quality in classrooms and large spaces district wide as well as reduce the levels of microbial exposure in the air and on physical surfaces through reoccurring filtration of indoor air. Better air quality at schools will reduce absenteeism and illnesses among students and staff, which will enhance student achievement.

The request for proposals was lawfully advertised on May 26, 2023, and June 02, 2023. Proposals were received on June 23, 2023. Notifications were sent to 169 vendors, and the district received 14 responses. The air purifier equipment agreement will end August 31, 2024. The services for changing filters and consumables will be for three years with the option to renew for two additional one-year periods. The evaluation panel, comprised of Fresno Unified School District environmental staff and a district approved engineering firm, Net Positive Consulting Engineers, recommend approval of the following vendors:

Oransi's MOD+ air purifier was found to meet third party testing listing requirements, specifications for true-HEPA air filtering, quiet operation, providing adequate room air changes for the classrooms, and for providing competitive pricing.

Oransi, LLC (Radford, VA) \$4,225,038 (est. amount)

Trane's Synexis Sentry air purifier was found to meet third party testing listing requirements, quiet operation, specifications for deactivating and suppressing microorganisms, while having the minimum quantity of units required to serve the large volume spaces without triggering infrastructure upgrades.

Trane, U.S. Inc. (Fresno, CA) \$2,912,371 (est. amount)

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

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of \$7,137,409 are available in the Elementary and Secondary School Emergency Relief III Budget.

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

CRITERIA SCORING SUMMARY

RFP No. 24-10, Air Purifier Upgrades for Various Sites

RFP Due Date: June 23, 2023 prior to 10:01 A.M.

Buyer: Sarah Garcia

CONTRACTOR	CITY/STATE	AWARDED
Oransi, LLC	Radford, VA	YES
Trane, U.S. Inc.	Fresno, CA	YES
Alen Corporation	Austin, TX	NO
Bradey IFS / Central Sanitary Supply	Modesto, CA	NO
Esparza Enterprises	Edinburg, TX	NO
HD Supply Facilities Maintenance, Ltd.	Atlanta, GA	NO
InTech Energy, Inc. dba Sanalife	Pleasanton, CA	NO
IQAir Foundation	La Mirada, CA	NO
Jerry Kelley, Inc.	Pasadena, CA	NO
Puro Lighting, LLC	Lakewood, CO	NO
RA United Enterprises	Boca Raton, FL	NO
Russell Sigler, Inc.	Fresno, CA	NO
Surgically Clean Air, Inc.	Mississauga, Ontario	NO
WYND Technologies, Inc.	San Carlos, CA	NO

Awarded to the responsible and responsive respondent(s) whose proposal was most advantageous to the District.

Staff recommends awarding Oransi LLC, model: MOD+ Air Purifier for use in classrooms.

Staff recommends awarding Trane, U.S. Inc., model: Synexis Sentry for larger areas such as gyms, libraries and multipurpose rooms.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL23-0608-9292

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0608-9292. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management 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.



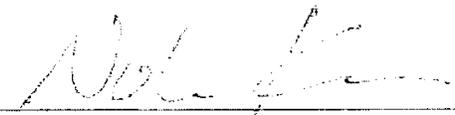


11. Fresno Unified School District and/or its employees/agents owed a duty of reasonable care to its students, including *MINOR*, in the management, ownership, inspection, construction, maintenance, operation and repair of the subject gate that injured *MINOR*. It was reasonably foreseeable that students, including *MINOR*, would use and/or be near the subject gate that fell onto *MINOR*. FUSD and/or its employees/agents breached their duty of care to *MINOR* in the management, ownership, inspection, construction, maintenance, operation and repair of the subject gate, when they negligently allowed the gate to become detached and fall onto *MINOR*. As a direct and proximate result of FUSD's and/or its employees' agents' negligence, *MINOR* sustained injuries and damages.

15. American Ambulance, Community Regional Medical Center, Valley Children's Hospital, Raymond Miranda, M.D., 7025 N. Maple Ave., Fresno, CA 93720. (559) 431-6600

DATED: July 17, 2023

PABOOJIAN, INC.

By: 

Nolan C. Kane

Attorneys for Claimant, *Minor*, a

Minor

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Elite Event Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with Elite Event Center to host science instructional materials adoption professional learning for kindergarten through sixth-grade elementary teachers. Professional learning was held on August 02, 07, 08, 09, and 10, 2023, to support the use of newly adopted science instructional materials in this first school year of implementation. The venue was selected for its ability to accommodate up to 200 participants twice a day for five days. The training was provided prior to the start of the school year to meet learning needs for all elementary teachers ahead of the 2023/24 school year and avoid a negative impact on student learning due to teacher absence during the instructional day.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$25,400 are available in the Textbook Adoption Budget.

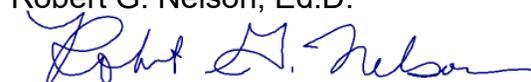
PREPARED BY: Pamela Taylor,

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

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

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







4105 W Figarden Drive, Fresno, California 93722 P: (559) 365-7433

Event Contract

Event: Fresno unified curriculum Dept.

Account: Leslie Bass

Contact: Leslie Bass

Phone: 559-906-4387

Email: Leslie.worton@fresnounified.org

Address:

Event Planner: The Elite Event Venue Team

Phone/Email: 559.365.7433 ext. Sales /

Sales@eliteeventvenue.com

Date: Wednesday, August 2, 2023

Time: 7:30 AM - 4:00 PM

Location: East - A Whole Building, West - Main Hall, and West - Small Conference Room

Event Type: Social Other

Guests: 240

GTD Guests:

Venue Rental:

Name	Date	Time	Location	Areas	Event Type	Guests	Gtd
Fresno unified curriculum Dept.	8/2/2023	7:30 am - 4:00 pm	Elite Event Venue	East - A Whole Building, West - Main Hall, and West - Small Conference Room	Social Other	240	
Fresno unified curriculum Dept.	8/7/2023	7:30 am - 4:00 pm	Elite Event Venue	East - A Whole Building and West - A Whole Building	Social Other	240	
Fresno unified curriculum Dept.	8/8/2023	7:30 am - 4:00 pm	Elite Event Venue	East - A Whole Building and West - A Whole Building	Social Other	240	
Fresno unified curriculum Dept.	8/9/2023	7:30 am - 4:00 pm	Elite Event Venue	East - A Whole Building	Social Other	240	
Fresno unified curriculum	8/10/2023	7:30 am - 12:00	Elite Event	West - A Whole Building	Social	240	

Dept.		pm	Venue		Other	
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Venue Rental Fees

Qty		Price	Discount	Discount Price	Total
1	8/2/23-Entire venue but no small game room	\$8,500.00	\$2,600.00 (flat)	\$5,900.00	\$5,900.00
1	8/7/23-Entire elite venue - both buildings- 7.30am- 4pm	\$8,500.00	\$2,000.00 (flat)	\$6,500.00	\$6,500.00
1	8/8/23- whole venue - both buildings= 7.30am- 4pm	\$8,500.00	\$2,000.00 (flat)	\$6,500.00	\$6,500.00
1	8/9/23-East whole building-7.30am-4pm	\$4,500.00	\$1,000.00 (flat)	\$3,500.00	\$3,500.00
1	8/10/23-west Entire Building- 7.30am-12pm	\$4,000.00	\$1,000.00 (flat)	\$3,000.00	\$3,000.00

Other Items

Qty		Price	Total
	Security-none needed		
	Damage Deposit- not needed		
	Basic tables, chairs, linens, setup and cleanup		

Estimated Billing

		Total
Venue Rental		\$25,400.00
Subtotal		\$25,400.00
Facility Charge- not charging	15.0%	\$0.00
Grand Total		\$25,400.00
Down Payment	Unpaid	\$12,700.00
Estimated Amount Due		\$25,400.00



4105 W Figarden Drive, Fresno, California 93722 P: (559) 365-7433

Terms and Conditions

Status of event is updated on 7/28/2023.

EVENT SPACE LICENSE AGREEMENT

This **EVENT SPACE LICENSE AGREEMENT** ("Agreement"), dated as of the 8/2/23, 8/7/23, 8/8/23, 8/9/23, 8/10/23 ("Effective Date"), is entered into by and between **ELITE EVENT VENUE** a ("Elite"), and Leslie Bass.

RECITALS

1. Elite owns or operates the real property and improvements with an address of 4105 West Figarden Drive, Fresno, California 93722 (the "**Building**").
2. Client desires to use certain space in the Building for the purpose of holding the Event (defined below).
3. Elite is willing to permit Client to use certain space in the Building, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Deposit for booking is non-refundable even if there is any pandemic or God act, but if there is pandemic or God act, client is allow to move event to new safe date without any date moving fee till next one year. Client is responsible for any Covid related/contagious disease condition like social distancing, mask or testing/vaccinated.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Event Space.** Elite hereby issues to Client a temporary, limited and revocable license (the "**License**") to use the "**Event Space**" for the "**Event**" (as such terms are defined in Schedule 1)

and to use the areas within or about the Building such as the lobbies, elevators, stairways, restrooms, delivery areas, and parking areas (collectively, the "Common Areas") solely for the purposes of accessing the Event Space and using the Common Areas in connection with the Event in accordance with the Rules and Regulations (defined below). The License permits the Client to use the Event Space only for the Event on the "Event Date" during the "Event Time" (as such terms are defined in Schedule 1). The License shall not, under any circumstances, be coupled with an interest in the Event Space. Client acknowledges and agrees that the Event Space may not be occupied by more than the number of guests set forth on Schedule 1. Client agrees to confirm with Elite the assigned Event Space before printing any materials or invitations listing the specific location of the Event. Client acknowledges and agrees that if Client does not reserve the entire Building, Elite may, in its sole discretion, book other events in the remaining event spaces within the Building.

2. Event Date and Event Time. The Event shall be held on the Event Date and Event Time set forth in Schedule 1. Within the Event Time, Client shall move-in, set-up, clean-up, and vacate the Event Space. Client, Client's Caterer (hereinafter defined), and Client's other independent contractors, contracted vendors, and service providers retained by Client to provide services for the Event (collectively, "Client's Agents") shall not have access to the Event Space at any time other than during the Event Time, unless Client receives prior written authorization from Elite, and shall vacate the Event Space and Building prior to the expiration of the Event Time. If Client and Client's Agents have not vacated the Event Space and Building prior to the expiration of the Event Time, then additional fees may be imposed by Elite. Client acknowledges and agrees that rehearsal events are considered separate from the Event, and may be permitted by Elite based upon availability of the Event Space and the charging of an additional fee to Client. In the event the Event is to be located outside and there is forecasted inclement weather that will negatively impact the Event, Client will, at least 24 hours in advance of the Event, notify Elite where the Event will be moved to. Elite may charge an additional fee to Client if Client fails to notify Elite at least 24 hours in advance of Client's desire to move the location of the Event due to the forecasted inclement weather.
3. Fees. Client shall pay to Elite the deposits, buy-outs and fees at the times and in the manner set forth on Schedule 1 (collectively with all other fees, buy-outs or deposits referenced herein, the "Fees").
 - o Elite shall have no obligation under this Agreement until the portion of the "Hold Fee" due on the Effective Date (as such term is defined in Schedule 1) is paid in full.
 - o If Client fails to pay any of the Fees by the applicable due dates set forth in this Agreement, and such failure continues for five (5) business days after the applicable due date, Elite shall have the right to revoke the License and retain the full amount of the Hold Fee.
 - o All Fees shall be payable in cash, check, or major credit card.
 - o In addition to the Fees, Elite will require Client to complete a credit card authorization form in the form attached hereto as Schedule 2 ("Form Credit Authorization") prior to the Event. The Form Credit Authorization holds the Client responsible to comply with the terms of this Agreement. Client acknowledges and agrees that the individual listed on the Form Credit Authorization is the responsible party for any damages, costs or liabilities resulting from the Event that occur at, on or to the Event Space or Building. Client further understands, acknowledges and agrees that the credit card listed on the

Form Credit Authorization shall be held and charged for any additional charges or fees related to the Event. This Section 3(d) shall survive the termination of the Agreement.

4. Detailing Meeting. Approximately six (6) weeks prior to the Event Date, Elite will contact Client to obtain details regarding the Event, including scheduling a thirty (30) minute "walk through" time with Client ("Detailing Meeting"). For all Events with over seventy-five (75) guests, a "day-of" meeting planner or wedding planner (as applicable) ("Planner") is required to attend the Detailing Meeting and Event. The Planner must be licensed and insured. Elite will set up the Event Space in accordance with the parties' discussion during the Detailing Meeting. If no such details or request are made to Elite, then Elite will set-up and design the Event Space as it deems fit and any changes thereto on the Event Date will incur a minimum charge of Three Hundred and 00/100 Dollars (\$300.00). If additional time is needed in excess of the Detailing Meeting, then an additional fee may be imposed by Elite. Following the Detailing Meeting, Elite will send to Client an event order outlining the set-up and design of the Event Space and identifying any requests discussed in the Detailing Meeting ("Event Order"). The Event Order must be signed by Client or, if necessary, objected to, within twenty-four (24) hours of receipt. Client's failure to object within twenty-four (24) hours of receipt of the Event Order shall be deemed acceptable to Client. Any changes to an Event Order after approval and/or execution by Client may result in additional fees being imposed by Elite.
5. Client's Caterer. Client shall hire a licensed caterer ("Client's Caterer") to the extent any food is served at the Event, except as otherwise provided herein. Client or Client's Caterer must clean the Event Space, kitchen, and all service areas within the Event Time, leaving it in the same condition and working order as before the Event. Client or Client's Caterer must remove all trash, composting, and recyclables from the Event Space, kitchen, and service areas. Failure to remove or clean the Event Space, kitchen, and service areas will result in additional fees being charged to Client. Unless Client's Caterer is a preferred vendor of Elite, Client shall pay to Elite the "Catering Buy-Out" set forth on Schedule 1. A list of preferred vendors can be obtained by Client from Elite. Notwithstanding the foregoing requirements, Client may serve restaurant, store-bought, or homemade food to the Event, and Client hereby indemnifies, releases and holds Elite harmless from all liability related to such food provided by Client. Further, in the event Client elects to bring in restaurant, store-bought or homemade food to the Event, Client shall sign a "Food Waiver" instrument at the Detailing Meeting, which, among other things, more fully documents Client's release, indemnification and holding Elite harmless from all liability related to such food provided by Client. Preparation of and cooking food in the Event Space or Building is strictly prohibited, and will only be permitted with the express written consent of Elite or its facility manager. All food preparation and cooking must take place offsite or in the designated food preparation and cooking areas.
6. Servers. Client is required to hire servers for the Event. If Client is bringing in its own food, the Client is responsible to hire servers from a licensed and insured serving company. Servers must stay for the duration of the Event, and shall be responsible for cleaning tables, dishes and kitchen areas, taking out trash, and otherwise maintaining the Event Space throughout the Event.
7. Sale of Alcoholic Beverages. Client may bring its own alcoholic beverages into the Event Space, but such alcohol must be delivered to and served by Elite's vendor. All alcohol must

be consumed within the Event Space and no such consumption shall occur within other portions of the Building. Elite has a "no shot" policy. If Client fails to comply with this policy or serves or otherwise consumes alcohol outside of the Event Space, then Client will shutdown all alcoholic services immediately and an administrative fee of at least Three Hundred and 00/100 Dollars (\$300.00) will be charged to Client.

8. Wireless and A/V Accessibility. The Event Space audio-visual equipment may be rented by Client. Elite shall set up the audio-visual equipment in accordance with the Detailing Meeting.
9. Facility Charge. A "Facility Charge" equal to fifteen percent (15%) of the "Total License Fee" as such amounts are set forth in Schedule 1, will be charged to Client for Wi-Fi accessibility, audio-visual components, parking and Elite staff gratuity.
10. Site Decoration. Rearranging and moving furniture, artwork, lamps, seating, and other furnishings shall be performed solely by Elite's employees in accordance with the Detailing Meeting. No nails, screws, staples, or penetrating items shall be used on walls, wood, or other fine surfaces. Client shall be permitted to decorate the Event Space provided that the Event Space and Building are not damaged and in accordance with this Agreement. All tape and gummed backing materials shall be properly removed by Client and any damage to walls, wood, or other fine surfaces shall be repaired by Elite and will result in additional fees being charged to Client.
11. Conduct and Noise. Client agrees to control the noise level during the Event such that it shall not create a disturbance to other events within the Building or to adjacent property owners. If Elite reasonably determines that the noise level is excessive, upon request by Elite, Client shall immediately reduce the decibel level to the satisfaction of Elite. Conduct deemed disorderly and/or noise levels deemed excessive, in the sole and absolute discretion of Elite, shall be grounds for immediate expulsion from the Event Space and the conclusion of the License. In such event, Client shall not be entitled to any refund of the Fees.
12. Clean-Up. Client shall leave the Event Space in neat and orderly fashion, free of debris, trash, decorations and other items brought in for the Event, and shall return the Event Space to the same or better condition as existed prior to Event. If Client fails to vacate the Event Space in the condition required by this Agreement, then Elite may assess a minimum cleanup fee of Three Hundred and 00/100 Dollars (\$300.00) in addition to the remedies set forth in Section 3. Fifteen (15) minutes prior to the expiration of the Event Time, Elite and Client shall conduct a final walk-through to discuss issues found and document any damage occurring to the Event Space. Elite, at Client's sole cost and expense, shall repair any damage caused by Client or Client's Agents to the Event Space or Building. All damages to the Event Space or Building shall be charged to the individual listed on the Form Credit Authorization.
13. Prohibited Activities. Client agrees and acknowledges that Client, Client's Agents and Client's invitees shall comply with the rules, regulations and prohibitions set forth on Schedule 3 ("Rules and Regulations"). Elite reserves the right to update and modify the Rules and Regulations in its sole and absolute discretion and Client shall comply therewith.
14. Compliance with Laws. Client shall comply with, and shall cause Client's Agents to comply with, all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space. Client shall not, and shall not permit Client's Agents to, use the Event Space in any manner that would violate local, state, or federal laws or regulations.
15. Indemnification. Client hereby agrees to indemnify, defend, and hold harmless Elite, its

officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) use of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space or the Building by Client, Client's Agents or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Client, its officers, directors, employees, or agents, including, without limitation, Client's Agents, if any. This Section 15 shall survive termination of this Agreement.

16. Insurance. Event insurance is required for Client. Elite has partnered with an insurance company to provide Client with multiple insurance options at affordable rates. Any insurance policy purchased by Client must provide general liability insurance, event cancellation, and alcohol coverage (if applicable). If Client desires to provide its own insurance policy for the Event, all details regarding the proposed policy must be provided to Elite prior to the Detailing Meeting; if Client fails to provide the necessary information prior to the Detailing Meeting, then Elite may purchase an insurance policy for Client, and Client shall be responsible for all costs and fees associated therewith.
17. Permitted Use and Capacity. Client is authorized, pursuant to this Agreement, to use the Event Space for the Event and for no other purpose, unless Elite gives Client prior written authorization for additional permitted uses. Client shall not use the Event Space in any manner that may result in increased insurance premiums for Elite with respect to the Event Space or render such insurance void. Client acknowledges and agrees that the maximum capacity of the Event Space is set forth in Schedule 1 and Client shall not exceed such limit. Failure to comply with this Section 17 shall be a breach of this Agreement and permit Elite to revoke the License pursuant to Section 21.
18. Access and Right of Entry. Elite shall have the right to enter the Event Space at any time, without the consent of Client, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space.
19. Cancellations. Client acknowledges and agrees that, except as expressly provided for in this Agreement, this Agreement is non-cancelable and the Fees shall be deemed immediately non-refundable to Client. If Client cancels the Event, Client shall remain liable for all Fees and other amounts due under this Agreement. Elite may, in its sole and absolute discretion, permit a one-time transfer of the Event to another date, time and/or space ("Replacement Event"), provided the Event is at least 120 days away from the notice to transfer, Client has paid all Fees and other amounts owing as of the date of such cancellation and/or notice to transfer, and the parties enter into a separate event agreement. If Elite elects to provide a Replacement Event, then: (i) Elite will credit such amounts paid by Client under this Agreement to the new event agreement and Client shall owe any amounts applicable to the Replacement Event in excess of the amounts already paid by Client; and (ii) an administrative fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) will be owed to Elite.
20. Force Majeure. Each party is excused from performance of this Agreement if such performance is prevented by Acts of God, war on United States' soil, disaster, strikes, civil disorders, terrorism, or curtailment of transportation facilities. Additionally, Elite is excused from performance and may terminate this Agreement if, for any reason, Elite ceases operation as an operating event center or encounters any emergency, casualty, or other cause making it inadvisable, illegal or impossible to provide the Event Space or hold the

Event. In the event Elite is unable, for reasons beyond its reasonable control, to make the Event Space available to Client on the Event Date for the purpose set forth in this Agreement, Client shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Client.

21. Revocation of License. In the event a Revocation Event (defined below) occurs, Elite shall have the right to revoke the License at any time prior to the Event Date. Elite's right of revocation shall be limited to the following events (each, a "Revocation Event"): (a) nonpayment of Fees by the applicable due dates; (b) breach of this Agreement by Client; (c) the Event is of a nature that Elite finds subjectively inappropriate in its sole and absolute discretion; or (d) Elite changes the use of, no longer leases, or sells any portion of the Building or the underlying real property. If Elite revokes the Agreement pursuant to subsections (c) or (d) herein, Elite shall refund any portion of the Fees that have been paid to Elite. In all other events, Elite shall retain all amounts paid to Elite (including but not limited to the Hold Fee) as liquidated damages and not as a penalty, and may bring any claims available to it under law or equity.
22. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when delivered in person, sent by email or deposited in the United States mail by registered or certified mail, to the applicable addresses below:

ELITE:

Elite Event Venues

4105 W. Figarden Drive

Fresno, CA 93722

Phone: (559) 365-7433

CLIENT:

Fresno unified curriculum Dept.

Attn: Leslie Bass

Email: Leslie.worton@fresnounified.org

Phone: 559-906-4387

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

23. **Client and Client's Agents accept the Event Space in its "as-is," "where-is" condition with all faults, and will enter upon the Event Space at their sole risk and hazard.** Client hereby releases Elite from any claims relating to the condition of the Event Space and the Building, any entry upon the Event Space and the Building by Client and Client's Agents and including any injury, loss or damage to Client, Client's Agents and Client's invitees or their respective personal property. Client acknowledges and agrees that Elite does not maintain insurance coverage for personal items.
24. Elite reserves the right to require security at any time when reviewing the nature of the Event. In the event Elite requires security during the Event, Client shall be required to contract with Elite's preferred security companies, and, no later than thirty (30) days prior to the Event Date, provide proof that security has been hired for the Event.
25. Fire Safety; Auxiliary Aids. Client acknowledges that: (i) all decorations, props, staging, tables or other materials and personal property brought into the Event Space must be fire retardant and meet with all applicable laws and regulations; and (ii) the arrangement within the Event Space must comply with all applicable laws. Elite represents, and Client acknowledges, that the Event Space will follow public accommodation requirements under the Americans with Disabilities Act. Client shall provide Elite with a list of auxiliary aids needed by Client's invitees within fourteen (14) days prior to the Event Date, and Client shall pay Elite all charges associated with Elite providing such aids on the Event Date.
26. Promotional Considerations. Elite shall have the right to review and approve any advertisements, invitations or other promotional materials in connection with the Event, which specifically reference Elite. Professional logos are available upon request from Elite.
27. Assignment; Amendment. This Agreement may not be assigned, designated or otherwise by Client without the prior written consent of Elite. Any amendments to this Agreement must be made in writing and signed by both Elite and Client. In the event Elite modifies any policies listed in this Agreement, Elite shall promptly notify Client of the changes to policy and provide information on how the changes will impact Client and/or the Event.
28. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
29. Attorney Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees incurred upon appeal or in bankruptcy court.
30. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
31. Severability. If any one or more parts of this Agreement shall be held unenforceable for any reason by any court of competent jurisdiction, the remainder of this Agreement shall notwithstanding continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
32. Headings. The headings for each section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
33. Capitalized Terms. Capitalized terms not defined herein shall have the meaning given them in the Schedules attached to this Agreement.

- 34. The Schedules attached hereto are an integral part of and hereby incorporated into this Agreement.
- 35. Entire Agreement. This Agreement constitutes the entire agreement between Elite and Client, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- 36. Acceptance. This Agreement must be executed by Client within twenty-four (24) hours of delivery by Elite in order to be effective. If not executed within twenty-four (24) hours, the Agreement and terms contained herein shall be null and void and of no force and effect.

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

ELITE EVENT VENUES

By: Elite event venues
Name: Nardys Kane
Title: Sale Representative

CLIENT:

By: _____
Name: _____

SCHEDULE 1

EVENT


Approved to form

This Schedule 1 will be attached to, and constitute an integral part of, that certain Event Space License Agreement (the "Agreement"), dated as of 7/19/2023 ("Effective Date"), between **ELITE EVENT VENUES**, ("Elite"), and Leslie Bass a Leslie Bass ("Client").

Event:

"Event Date": Wednesday, August 2, 2023

"Event Time": 7:30 AM to 4:00 PM

"Event Space": East - A Whole Building, West - Main Hall, and West - Small

Conference Room

Number of Estimated Guests: 240

Maximum Number of Guests in Event Space: _____

Scheduled Detailing Meeting: _____, 20__

Type of Event:

- Wedding/Birthday Party
- Corporate Event
- Business Conference
- Other: _____

Fees:

Total License Fee: \$44,900.00

“Hold Fee” (check the applicable box below):

- If the Event occurs more than 180 days after the Effective Date, then \$22,450.00 (i.e., 50% of Total License Fee) is due on the Effective Date, \$ _____ .00 (i.e., 25% of Total License Fee) is due 180 days prior to the Event Date, and the remaining balance of the Total License Fee is due 90 days prior to the Event Date.
- If the Event occurs within 180 days of the Effective Date, then \$22,450.00 (i.e., 50% of Total License Fee) is due on the Effective Date, and the remaining balance of the Total License Fee is due 90 days prior to the Event Date.
- If the Event occurs within 90 days of the Effective Date, then the Total License Fee is due on the Effective Date.

Additional Fees and Buy-Outs (check the applicable boxes below):

- “Facility Charge”: 15% of Total License Fee due no later than the Event Date
- “Catering Service Buy-Out”: \$ _____ .00 due no later than the Event Date
- “Security Service Buy-Out”: \$ _____ .00 due no later than the Event Date

SCHEDULE 3

Rules and Regulations

The following are prohibited and neither Client, Client’s Agents nor Client’s Caterer shall do any of the following:

1. Use tobacco of any kind (smoking or chewing) outside of the designated areas, including but not limited to e-cigarettes or similar products.
2. Release of helium balloons inside the Building.
3. Possess and/or use explosives or fireworks of any kind, including, but not limited to, legal and illegal fireworks, firecrackers, or similar items.
4. Sparklers and decoration of cars may be permitted only upon express written authorization from Elite Event Venues. If permitted, sparklers must be kept outside the Building and must be collected and extinguished thoroughly in a bucket of water by a member of the invited

- party. Car decorations must be cleaned up completely after the car has left the premises.
5. Possess and/or use confetti, Silly String (or like products), fog machines, beads, bubble machines, jelly balls or glitter of any kind.
 6. Deposit/adhere gum or taffy to property belonging to Elite Event Venue.
 7. Possess, use, distribute, and/or sell illegal drugs and illegal drug paraphernalia, as defined by federal law.
 8. Possess and/or use weapons of any kind, including, but not limited to, handguns, shotguns, knives, etc.
 9. Engage in fighting, violence, or harassment of any kind.
 10. Conduct any acts that are criminal or tortuous in nature.
 11. Promote illegal behavior or do anything to enable illegal acts to be performed.
 12. Perform any act on the premises that could be considered a nuisance to any third party on or near the premises.
 13. Bring a pet onto the premises, except for service animals (such as guide dogs), unless approved by management.
 14. Move or rearrange fixtures, furnishings, furniture, or other items of removable personal property on the property.
 15. Damage fixtures, furnishings, furniture, or other items on the premises.
 16. No real candle allowed.
 17. Drinking alcoholic beverages in the parking lot.
 18. Children under 18 years old unattended by proper adult supervision on premises.
 19. Any other activity or conduct otherwise prohibited by federal, state, county, city or municipal law or code.

Please fill in the following form to secure your reservation on Wednesday, August 2, 2023 at Elite Event Venue. The client understands that this credit card will be held for any additional charges to the event.

Electronic Signature

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Nightingale Dispute Consultants, Inc.

ITEM DESCRIPTION Included in the Board binders is an agreement with Nightingale Dispute Consultants, Inc. to provide certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services as delineated in the attached consulting agreement.

The agreement with Nightingale Dispute Consultants, Inc. will include the following:

- Executive Coaching
- Team Coaching and Training
- Documentation
- Training Materials
- Mediation

FINANCIAL SUMMARY: Sufficient funds in the amount of \$45,000 are available in the Human Resources/Labor Relations Budget.

PREPARED BY: Manjit Atwal

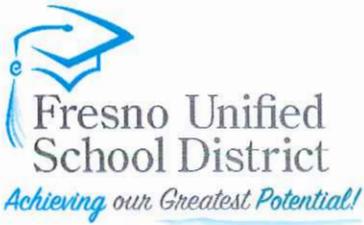
DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3548

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29851

Vendor Number	Nightingale Dispute Consultants, Inc.		5132 North Palm #362, Fresno, CA 93704	
Vendor Name	(559) 970-4349		Address Timothy Nightingale	
Phone Number			Vendor Contact	
From:	7/1/2023	Through:	6/30/2024	
Term (Duration)				
FUSD Contract Administrator:	Manjit Atwal		Human Resources/Labor Relation: (559) 457-3501	
Name			Site/ Dept	Telephone number

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

Annual Cost \$ 45,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:

The Contractor will provide certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services as delineated in the attached Consulting Agreement.

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

Date Item is to appear on **Board of Education Agenda:** 08/23/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**
Signed _____ Date 8/1/23

Reviewed & approved by **Risk Management**
Signed _____ Date 8/1/23

Reviewed & approved by **Department Head**
Signed _____ Date 8/1/23

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



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is effective as of July 1, 2023 (the "Effective Date"), by and between Nightingale Dispute Consultants, Inc., A California Corporation DBA NIGHTINGALE RESOLUTIONS, a California corporation ("Nightingale") and Fresno Unified School District (hereafter, "Client").

RECITALS

A. Nightingale desires to make available to Client certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services (collectively, the "Services" which shall be further detailed as set forth in Appendix "A" attached hereto and incorporated herein).

B. Client wishes to engage Nightingale to provide the Services on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. Services. Nightingale shall provide to Client the Services as set forth in Appendix "A" on a non-exclusive basis. Nightingale shall determine, in Nightingale's reasonable discretion, the manner and method by which Nightingale shall render the Services pursuant to this Agreement, but shall be required to provide the Services in good faith, with reasonable diligence, and otherwise in accordance with the terms and conditions of this Agreement. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship or principal-agent relationship between Nightingale, on the one hand, and Client, on the other hand. Client will confer regularly with Nightingale as may be required by Nightingale regarding the progress and direction of the Services.

2. Fees & Payment.

(a) In consideration for the Services, Client shall pay to Nightingale the fees set forth in Appendix "A" ("Fees") on a monthly basis. Nightingale shall submit to Client a monthly invoice detailing the Services performed during the preceding month and the amount of Fees due to Nightingale. All such invoices shall be due and payable within thirty (30) calendar days.

(b) In addition, Client agrees to reimburse Nightingale for reasonable third party costs and expenses (each, an "Expense") incurred by Nightingale on behalf of Client in rendering the Services. Provided, however, that any such Expense, other than out-of-pocket planned travel, in excess of \$500 must be pre-approved by Client as a condition to such reimbursement.

(c) Nightingale is entitled to a service/interest charge at the rate of ten percent (10%) per annum on all Fees and costs owed to Nightingale which remain unpaid more than sixty (60) days after the date of the billing statement.

(d) Client is obligated to pay Nightingale for all Fees and costs incurred. Payment of the Fees and costs are not contingent or in any way conditioned upon the outcome or results obtained by Nightingale for the Services provided.

3. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue in effect until September 30, 2024, unless earlier terminated (i) by the mutual agreement of the parties, or (ii) by either party in the event the other party is in breach of any provision of this Agreement, which breach, if curable, is not cured in all respects within thirty (30) days' after written notice of the breach is given by the non-breaching party to the party in breach.

4. LIMITATION OF LIABILITY. IN NO EVENT SHALL NIGHTINGALE BE LIABLE TO CLIENT FOR ANY CLAIM THAT THE SERVICES FAILED TO PREVENT ANY CONFLICT OR DISPUTE RELATED TO CLIENT, ITS BUSINESS OR EMPLOYEES. IT IS IMPOSSIBLE AND UNETHICAL FOR NIGHTINGALE TO GUARANTEE THE OUTCOME OR ANTICIPATED RESULTS OF THE SERVICES. IN NO EVENT SHALL NIGHTINGALE BE LIABLE FOR ANY DAMAGES RESULTING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD NIGHTINGALE HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS MADE BY EMPLOYEES OF CLIENT) OCCURRING DURING THE TERM OF THIS AGREEMENT OR DURING NIGHTINGALE'S PERFORMANCE OF THE SERVICES HEREUNDER, UNLESS CAUSED SOLELY DUE TO THE FRAUD OR WILLFUL MISCONDUCT OF NIGHTINGALE.

5. Recitals and Appendix. The Recitals (above) and the Appendix to this Agreement attached hereto are incorporated herein by reference.

6. Amendment. This Agreement may be amended only by an agreement in writing signed by the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflict of law principles.

8. Attorneys' Fees. In the event of any litigation arising from or related to this Agreement, or the Services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorneys' fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

9. No Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

10. Benefit. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

11. Notices. Any notices required or permitted hereunder shall be in writing and given by personal delivery, reputable overnight courier service, or United States mail, registered, express or certified with return receipt requested and postage prepaid. Such notices shall be deemed effective

three (3) business days after mailing, on the date of delivery if delivered personally, or the next business day after deposit with a reputable overnight courier, addressed as follows:

<u>Client:</u> Fresno Unified School District	<u>Nightingale:</u> Nightingale Resolutions Attn: Timothy Nightingale 5132 North Palm, #362 Fresno, CA 93704
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12. **Dispute Resolution.** In the event of a dispute arising under or related to this Agreement, the parties agree in good faith to attempt to resolve their dispute through direct discussion. If such discussion fails, either party may require the other, upon written notice, to participate in mediation under the supervision of a mutually-agreeable mediator, and the hearing shall be held in Fresno, California. All of the arbitrator's fees shall be shared equally by the parties. The parties shall bear their own attorneys' fees. If the parties are unable to resolve the dispute through mediation, they agree to submit their dispute to final, binding arbitration before a single neutral arbitrator in Fresno in accordance with California Code of Civil Procedure Sections 1280, et. seq. Judgment on the award may be entered in any court having jurisdiction. The substantially prevailing party shall be entitled to recover from the other party its attorneys' fees and costs and its share of the arbitrator's fees.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, Client and Nightingale have executed this Agreement as of the Effective Date.

NIGHTINGALE Dispute Consultants, INC., a
California corporation **DBA Nightingale
Resolutions**

Fresno Unified School District

Signed: 

Signed: _____

By: Timothy Nightingale

By: _____

Its: Owner

Its: _____

APPENDIX "A"
Services and Fees Client

- Scheduled in the format of full-day and/or half-day (minimum of 3 hours) reservations for services.
- A cancellation fee of 50% will be applied to engagements that are opted-out of after the clients have formally consented to commence.
- If a client misses an appointment the appointed time will be charged at 100%.
- Total contract not to exceed \$45,000 unless mutually agreed upon otherwise.

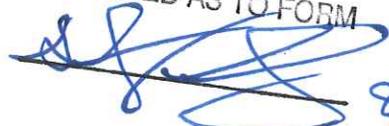
Specific Service	Fees
Executive Coaching	\$250 per hour
Team Coaching & Training	\$ 425 per hour
Documentation	\$150 per hour required to write report
Travel & Training Materials	58 cents per mile + \$20 per hour (Distance from office to location) \$35 per booklet (1 per participant)
Mediation	\$ 300 per hour Mediation Preparation \$ 500 per hour Mediation

**NIGHTINGALE Dispute Consultants
 INC., a California corporation DBA
 Nightingale Resolutions**

Fresno Unified School District

Signed: 
 By: Timothy Nightingale
 Its: owner

Signed: _____
 By: _____
 Its: _____

APPROVED AS TO FORM

 5 8/1/23

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 21-41, Duncan Polytechnical High School Career Technical Education (CTE) Medical Science Building, Change Order 7 includes but may not be limited to: repair and relocate irrigation valves; revise building and room signage; credit for graphic steel sign; add intrusion alarm modules; and add steel downspouts.

Original Contract Amount:	\$ 11,116,200
Change Order(s) previously ratified:	\$ 568,577
Change Order 7 presented for ratification:	\$ 40,391
New Contract Amount:	\$ 11,725,168

Bid 23-02, Edison High School Career Technical Education (CTE) Building and Interim Housing, Change Order 1 (CTE Building) includes but may not be limited to: revise storefront hardware
Change Order 1 (Interim Housing) includes but may not be limited to: add irrigation main line; removal of abandoned utility vault; and extend underground domestic water piping.
Change Order 2 (Interim Housing) includes but may not be limited to: add tree pruning; panic hardware to portable classrooms; and add concrete trench slurry.

Original Contract Amount (CTE Building and Interim Housing):	\$ 17,811,883
Original Contract Amount (CTE Building):	\$ 16,270,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 3,603
New Contract Amount:	\$ 16,273,603
Original Contract Amount (Interim Housing):	\$ 1,541,883
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 12,486
Change Order 2 presented for ratification:	\$ 27,041
New Contract Amount:	\$ 1,581,410
New Contract Amount (CTE Building and Interim Housing):	\$ 17,855,013

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$83,521 are available in the Measure M budget for Bids 21-41 and 23-02.

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.







CHANGE ORDER

PROJECT NAME:

FUSD Erma Duncan H.S. - New CTE - Health Science Building
 4330 E. Garland Ave
 Fresno CA 93726

CHANGE ORDER No. :**007**

DSA File No. :

10-H8

Application No. :

02-117606

CONTRACTOR :

Katch Environmental
 929 L Street
 Fresno CA 93721

DESIGNER'S PROJECT No. :

1620.4

FUSD BID/CONTRACT No. :

21-41

CONTRACTOR P.O. No. :

703888

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 11,116,200.00
Net change by previously authorized Change Orders	\$ 568,576.93
The Contract Sum prior to this Change Order was	\$ 11,684,776.93
The Contract Sum will be adjusted by	\$ 40,390.96
The new Contract Sum, including this Change Order will be	\$ 11,725,167.89
The Contract Completion date prior to this Change Order was	8/2/2022
The Contract Time will be adjusted by	(0) Days
The new Contract Completion date, including this Change Order is therefore	8/2/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
 6790 N. West Avenue
 Fresno, CA 93711

ARCHITECT/ENGINEER:


By: Grant E. Dodson

Date: 06/27/2023

Accepted by:

Katch Environmental
 929 L Street
 Fresno CA 93721

CONTRACTOR:


By: Tom Chacon

Date: 7/7/23

Authorized by:

Fresno Unified School District
 4600 N. Brawley
 Fresno, CA 93722

OWNER:


By: Alex Belanger

Date: 7/17/23

You are directed to make the following changes in this Contract:

- Item 07-1** **DESCRIPTION OF CHANGE:**
Remove and relocate irrigation valves east of the new asphalt and mowstrip.
- REASON FOR CHANGE:**
Irrigation valves were discovered during clearing and grubbing for new asphalt paving.
- CHANGE CATEGORY:**
Unknown, Unforeseeable, Hidden condition.
- DOCUMENT REFERENCE:**
COR051 RFI151
- | | | |
|--|-----------------|-------------------|
| Amount of this Change Order Item: | Increase | \$1,443.70 |
| Time adjustment by this Change Order Item: | Increase | 0 Days |
-
- Item 07-2** **DESCRIPTION OF CHANGE:**
Provide and install five new irrigation control valves and valve boxes at existing control valve locations in the westerly turf grass playfield.
- REASON FOR CHANGE:**
Existing irrigation valves were leaking and required to be replaced.
- CHANGE CATEGORY:**
District requested change.
- DOCUMENT REFERENCE:**
COR052.1RFP022
- | | | |
|--|-----------------|-------------------|
| Amount of this Change Order Item: | Increase | \$8,523.50 |
| Time adjustment by this Change Order Item: | Increase | 0 Days |
-
- Item 07-3** **DESCRIPTION OF CHANGE:**
Provide and install 4 inch stand off to the 24" dimensional letters on the south east elevation. Modify room ID signage as required to fit hollow metal frame sidelights.
- REASON FOR CHANGE:**
Dimensional letters sat low on the soffit and were not visible from the playfields. Room ID signage required modifications to fit hollow metal sidelights.
- CHANGE CATEGORY:**
Designer E & O.
- DOCUMENT REFERENCE:**
COR066.2 RFI168
- | | | |
|--|-----------------|-------------------|
| Amount of this Change Order Item: | Increase | \$2,755.01 |
| Time adjustment by this Change Order Item: | Increase | 0 Days |



CHANGE ORDER

Item 07-4

DESCRIPTION OF CHANGE:

Provide new Room ID signs for Boys and Girls Restrooms.

REASON FOR CHANGE:

Contract Documents noted Room ID signage to be Mens and Womens.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR081.1 RFI180

Amount of this Change Order Item:	Increase	\$422.18
Time adjustment by this Change Order Item:	Increase	0 Days

Item 07-5

DESCRIPTION OF CHANGE:

Provide and install door contact, motion sensor and zone module in Pathway Coordinator Office 22

REASON FOR CHANGE:

No provisions in the Contract Documents for Intrusion Alarm in Pathway Coordinator Office 22.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP57 RFP30

Amount of this Change Order Item:	Increase	\$2,573.09
Time adjustment by this Change Order Item:	Increase	0 Days

Item 07-6

DESCRIPTION OF CHANGE:

Delete graphic steel sign over east entrance.

REASON FOR CHANGE:

District Requested Change

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

COR090 RFP31

Amount of this Change Order Item:	Increase	(\$4,837.31)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 07-7

DESCRIPTION OF CHANGE:

Provide a credit for the labor related to the installation of the dimensional letters indicated on the Northwest corner of the exterior of the classroom building. The letters shall be turned over to the Owner for their use.

REASON FOR CHANGE:

Dimensional letters were too large to fit on the building at the designated location.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR091 RFP032

Amount of this Change Order Item:	Increase	(\$1,981.11)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 07-8

DESCRIPTION OF CHANGE:

Provide and install 3" square steel tube downspouts at the shade structures. The downspouts shall be painted to match the adjacent steel.

REASON FOR CHANGE:

Plans and specifications did not clearly indicate downspouts at shade structures.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COR70.2 RFI150.2

Amount of this Change Order Item:	Increase	\$31,491.90
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$40,390.96
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	0 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. : 001

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. : 767775B

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	\$ -
The Contract Sum prior to this Change Order was	\$ 16,270,000.00
The Contract Sum will be adjusted by	\$ 3,602.50
The new Contract Sum, including this Change Order will be	\$ 16,273,602.50
The Contract Completion date prior to this Change Order was	6/12/2024
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	6/12/2024

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: 07/11/2023

Accepted by:
Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722
CONTRACTOR:

By: Stephen Davis
Date: 7/11/2023

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger
Date: 7/12/2023

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Change Rated Hardware at Storefront Door at room 203.

REASON FOR CHANGE:

Project documents did not specify the required fire rated hardware on the storefront doors.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

SI 03

Amount of this Change Order Item:

Increase \$ 3,602.50

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE **\$3,602.50**

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE **0**

***** End of CHANGE ORDER *****



Project Financial Summary & Project Recap

Facilities Management & Planning

Project Name: Edison HS: CTE Interim Housing

DSA #: 02-120230 Interim Housing
02-119657 CTE Building

BID #: 23-02

Date: 03/30/23

Contractor: Davis Moreno Construction Inc

Architect: Darden Architect

Change Order: # 001 Interim Housing

Contract Summary:

Bid Award Amount(s)			
Interim Housing	\$ 1,541,883.00		\$ 1,541,883.00
CTE Building	\$ 16,270,000.00		\$ 16,270,000.00
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							
	\$	-		-			-		-	-							
	\$	-		-			-		-	-							
	\$	-		-			-		-	-							
Totals:	\$	-	0%	\$	-	0%	12,485.40	0%	\$	3,602.50	0%	\$	-	0%	16,087.90	\$ 16,087.90	0.1%
Total Contract Amount with Adjustments										\$ 17,827,970.90							



CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building Portables
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. : 001

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. : 767775A

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	\$	-
The Contract Sum prior to this Change Order was	\$	1,541,883.00
The Contract Sum will be adjusted by	\$	12,485.40
The new Contract Sum, including this Change Order will be	\$	1,554,368.40
The Contract Completion date prior to this Change Order was		6/12/2024
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		6/12/2024

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: 07/11/2023

Accepted by:

Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 7/11/2023

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 7/11/2023

You are directed to make the following changes in this Contract:

Item 1-1 **DESCRIPTION OF CHANGE:**
 Add additional 160' of irrigation main line at northwest corner of pool complex.

REASON FOR CHANGE:
 Project documents did not accurately reflect the point of connection for the irrigation mainline.

CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
 RFI 025

Amount of this Change Order Item:	Increase	\$7,581.20
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-2 **DESCRIPTION OF CHANGE:**
 Remove manhole uncovered during excavation.

REASON FOR CHANGE:
 Existing abandoned manhole found below grade would obstructed new utilities.

CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
 RFI 035

Amount of this Change Order Item:	Increase	\$2,512.80
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:

Extend domestic water service to new point of connection near southwest corner of pool complex.

REASON FOR CHANGE:

Project documents did not reflect domestic water point of connection accurately.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase **\$2,391.40**

Time adjustment by this Change Order Item:

Increase **0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE **\$12,485.40**

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE **0**

*** End of CHANGE ORDER ***



Project Financial Summary & Project Recap

Facilities Management & Planning

Project Name: Edison HS: CTE Interim Housing

DSA #: 02-120230 Interim Housing
02-119657 CTE Building

BID #: 23-02

Date: 03/30/23

Contractor: Davis Moreno Construction Inc

Architect: Darden Architect

Change Order: # 001 Interim Housing

Contract Summary:

Bid Award Amount(s)			
Interim Housing	\$ 1,541,883.00		\$ 1,541,883.00
CTE Building	\$ 16,270,000.00		\$ 16,270,000.00
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			
	\$	-		-		-	-	-		-		-			
	\$	-		-		-	-	-		-		-			
	\$	-		-		-	-	-		-		-			
Totals:	\$	-	0%	\$	-	0%	12,485.40	0%	\$	3,602.50	0%	\$	16,087.90	16,087.90	0.1%
Total Contract Amount with Adjustments												\$ 17,827,970.90			



CHANGE ORDER

PROJECT NAME:

Edison High School Portables Addition
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :

002

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. : 767775A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 17,811,883.00
Net change by previously authorized Change Orders	\$ 16,087.90
The Contract Sum prior to this Change Order was	\$ 17,827,970.90
The Contract Sum will be adjusted by	\$ 27,041.18
The new Contract Sum, including this Change Order will be	\$ 17,855,012.08
The Contract Completion date prior to this Change Order was	6/12/2024
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	6/12/2024

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: 04/28/23

Accepted by:

Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 4/30/23

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 5/4/23

You are directed to make the following changes in this Contract:

Item 2-1	<p>DESCRIPTION OF CHANGE: Prune low limbs of trees along fire lane on the east side of the gym.</p> <p>REASON FOR CHANGE: Pruning of existing trees necessary for construction and fire truck access.</p> <p>CHANGE CATEGORY: District Requested change.</p> <p>DOCUMENT REFERENCE:</p>		
	Amount of this Change Order Item:	Increase	\$5,751.34
	Time adjustment by this Change Order Item:	Increase	0 Days
Item 2-2	<p>DESCRIPTION OF CHANGE: At Portable Classroom doors: replace existing handle and latch with panic hardware and provide floor stop and holder.</p> <p>REASON FOR CHANGE: Existing door hardware on portables did not meet District standard.</p> <p>CHANGE CATEGORY: District Requested change.</p> <p>DOCUMENT REFERENCE: RFP 01-1</p>		
	Amount of this Change Order Item:	Increase	\$13,677.84
	Time adjustment by this Change Order Item:	Increase	0 Days
Item 2-3	<p>DESCRIPTION OF CHANGE: Provide slurry for open portion of Electrical Trench underneath transformer pad to expedite compaction during backfilling.</p> <p>REASON FOR CHANGE: Extended rain has prevented backfilling the open trenches at required compaction.</p> <p>CHANGE CATEGORY: District Requested change.</p> <p>DOCUMENT REFERENCE:</p>		
	Amount of this Change Order Item:	Increase	\$7,612.00
	Time adjustment by this Change Order Item:	Increase	0 Days
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE	\$27,041.18
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE	0

*** End of CHANGE ORDER ***



Project Financial Summary & Project Recap

Facilities Management & Planning

Project Name: Edison HS: CTE Interim Housing

DSA #: 02-120230 Interim Housing
02-119657 CTE Building

BID #: 23-02

Date: 03/30/23

Contractor: Davis Moreno Construction Inc

Architect: Darden Architect

Change Order: # 002 Interim Housing

Contract Summary:

Bid Award Amount(s)			
Interim Housing	\$ 1,541,883.00		\$ 1,541,883.00
CTE Building	\$ 16,270,000.00		\$ 16,270,000.00
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>							
<i>Interim Housing CO 01</i>	\$ -	\$ -	\$ 12,485.40		\$ -	\$ 12,485.40							
<i>CTE Building CO 01</i>		\$ -	\$ -	\$ 3,602.50	\$ -	\$ 3,602.50							
<i>Interim Housing CO 02</i>	\$ 27,041.18	\$ -			\$ -	\$ 27,041.18							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Totals:	\$ 27,041.18	0%	\$ -	0%	\$ 12,485.40	0%	\$ 3,602.50	0%	\$ -	0%	\$ 43,129.08	\$ 43,129.08	0.2%
Total Contract Amount with Adjustments											\$ 17,855,012.08		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23,2023

AGENDA ITEM B-16

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Bulldog Bound Partnership with Fresno State

ITEM DESCRIPTION: Staff will present a new partnership with Fresno State to launch a program called Bulldog Bound. Bulldog Bound is Fresno State's guaranteed admissions program that will provide high school students from partnering school districts who meet the minimum California State University requirements a guaranteed spot after graduation. The program will support students and their families with admission preparation as early as ninth grade.

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

PREPARED BY: Misty Her,
Deputy Superintendent

DIVISION: Deputy Superintendent's Office
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





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Bulldog Bound

Guaranteed Admissions Program

About The Program

Summary:

Bulldog Bound is Fresno State's guaranteed admissions program. It provides high school students from partnering school districts who meet the minimum California State University requirements a guaranteed spot at Fresno State after graduation.

The program ensures qualified students have a clear, tangible path to college. Fresno State will support students and their families with admission preparation as early as ninth grade.





Program Overview

Eligible **Participants**

9th Grade

- Students sign a guaranteed admissions agreement
- Students enroll and succeed in college preparatory courses (A-G requirements)
- Fresno State provides the following:
 - Fresno State ID
 - Fresno State email address
 - Library access for students
 - Parents/guardians sign up to join the parent community

10th Grade

- Students enroll and succeed in college preparatory courses (A-G requirements)
- Fresno State provides the following:
 - Campus tour
 - Career and academic major exploration
 - Summer experience
 - Parents/guardians are provided with financial literacy information

11th Grade

- Students enroll and succeed in college preparatory courses (A-G requirements)
- Students explore dual enrollment opportunities
- Fresno State provides the following:
 - Pre-admission qualification and pre-admission certificate
 - Summer experience
 - Cal State Apply workshops are available to parents/guardians

12th Grade

- Students enroll and succeed in college preparatory courses (A-G requirements)
- Fresno State provides the following:
 - On-the-spot admission
 - Early financial aid estimates
 - Scholarship opportunities
 - Parents/guardians and students attend senior admissions reception

Program Commitments



Student Commitment

- Sign agreement with Fresno State
- Participate in Fresno State programs and activities
- Maintain academic standards for Fresno State



Parent/Guardian Commitment

- Consent to student participation
- Participate in Bulldog Bound programs and activities
- Be part of the Fresno State parent community



School District/School Commitment

- Enter into agreement with Fresno State
- Agree to data sharing
- Provide access to students
- Encourage students to participate
- Provide resources for dual enrollment
- Provide resources to transport students to Fresno State for on-campus programs



PROGRAM BENEFITS

- Guaranteed admissions as early as 9th grade
- Early admission for 11th graders
- On-the-spot admissions for 12th graders
- Fresno State ID Card, email, and library access
- Help with career and academic major exploration
- Dual enrollment opportunities*
- Assistance with application to Fresno State
- Early financial aid estimates
- Scholarship opportunities
- Campus life experience
- Summer student experience opportunities
- Resources for parents/guardians



Questions



Comments



Feedback



Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM C-17

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2022/23

ITEM DESCRIPTION: Included below is the fourth quarterly investment report for the period ending June 30, 2023. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of June 30, 2023, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$1,121,718,831
Investment with Trustees	\$188,034,873*

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom

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
Board Agenda Item

Board Meeting Date: August 23, 2023

AGENDA ITEM C-18

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of May 01, 2023, through July 31, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from May 01, 2023, through July 31, 2023, 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

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between May 1, 2023 and July 31, 2023

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	30	14	10	20.63
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	641	17	13	1.49
Special Education Requests	32	0	2	1.58
Other Complaints	19	0	2	1.58
Public Records Act Request	32	12	14	7.27
TOTAL	754	43	41	2.12

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: August 23, 2023

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

Date