



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

AGENDA

WEDNESDAY, OCTOBER 18, 2023

***4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

**THIS MEETING WILL BE HELD AT 2309 TULARE STREET,
BOARD ROOM, SECOND FLOOR, FRESNO, CALIFORNIA 93721, AND**

**BOARD MEMBER LEVINE WILL PARTICIPATE FROM THE
TELECONFERENCE LOCATION AS FOLLOWS: HOTEL WASHINGTON,
515 15TH ST. NW., WASHINGTON, D.C. 20004
THE MEETING IS OPEN TO THE PUBLIC**

**PURSUANT TO GOVERNMENT CODE SECTION 54953 (B)(2),
ALL ACTION TAKEN DURING THIS TELECONFERENCE MEETING
SHALL BE BY ROLL CALL VOTE**

*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. Public Employee Performance Evaluation (Government Code Section 54957).
 - a. Superintendent – Quarterly Progress Update
3. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
4. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
5. Notice of Board Subcommittee Recommendation on Complaint Appeal (Government Code section 54957).
6. Public Employment/Appointment (Government Code Section 54957).
 - a. Director
 - b. Principal
7. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Receipt of a Claim Pursuant to the Government Claims Act
Claim GL23-0501-9811
 - b. Potential Case (One)

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

PLEDGE OF ALLEGIANCE

Student Board Member Matthew Pitcher will lead the flag salute.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the October 04, 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 September 27, 2023, and October 04, 2023, Board of Education regular meetings. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, APPROVE Provisional Internship Permits

Included in the Board binders for Board consideration and approval are Provisional Internship Permit recommendations to rehire or hire upon Board approval. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-5, APPROVE Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

Included for Board consideration and approval are Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development Authorization for the 2023/24 school year. Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. 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. CONSENT AGENDA - continued

A-6, APPROVE Variable Term Waivers for Career Technical Education Credential Holders

Included in the Board binders for Board consideration and approval are Variable Term Waivers for Career Technical Education teachers, who need the English Learner Authorization until their credential is cleared. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Budget Revision No. 2 for Fiscal Year 2023/24

Included in the Board binders is Budget Revision No. 2 for fiscal year 2023/24. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards. The Superintendent recommends approval. Fiscal impact: The Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$121.8 million at June 30, 2024. Contact person: Patrick Jensen, telephone 457-6226.

A-8, APPROVE Agreement with Cullinan Education Center

Included in the Board binders is an agreement with Cullinan Education Center. Cullinan will provide daily afterschool literacy tutoring for four hours per day at ten elementary schools as follows: Bullard Talent, Del Mar, Starr, Pyle, Malloch, Hidalgo, Tatarian, Adams, Aynesworth, and Kirk. Cullinan Tutors will be able to work with up to 75 students at each site in the course of the 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,456,250 are available in the Elementary and Secondary School Emergency Relief Fund from College & Career Readiness. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-9, APPROVE Agreement with Every Neighborhood Partnership

Included in the Board binders is an agreement with Every Neighborhood Partnership (ENP) utilizing Literacy Campaign Funds. ENP will provide daily afterschool literacy tutoring for four hours per day at six elementary schools as follows: Anthony, Jackson, Columbia, Heaton, Powers-Ginsburg, and Krik. Students receiving literacy services will be assessed and reported by ENP to school sites at the beginning and end of the program in an Executive Summary. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$370,342 are available in the School Leadership Regional Literacy Fund for Bullard, Edison, Hoover, and Roosevelt regions. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A. CONSENT AGENDA - continued

A-10, APPROVE Agreement with Recruitment Alley

Included in the Board binders is an agreement with Recruitment Alley. Recruitment Alley will provide classroom support for students receiving special education services. The support will be provided through 100 paraeducator, paraprofessional, and paramedical staff as needed throughout the district due to vacancies. Paraeducators, paraprofessionals, and paramedical staff will work no more than six hours per day for no more than 134 days, at the rate of \$40.00 an hour for paraeducator and paraprofessional staff and \$45.00 an hour for paramedical staff. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$3,216,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-11, APPROVE Renewal Agreement with Halcyon Behavioral, LLC

Included in the Board binders is an agreement with Halcyon Behavioral, LLC, the district's mental health and substance abuse provider for the Preferred Provider Organization (PPO) health plan members. The renewal is for one year through December 31, 2024. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$590,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-12, APPROVE Renewal Agreement with Physmetrics, LLC

Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of the benefit-eligible employees and retirees from January 01, 2024, through December 31, 2024. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$260,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-13, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders and recommended for approval is a list of three 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 service equipment, and replacement cameras and parts for school bus cameras. 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. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA - continued

A-14, APPROVE Vendor Designation Per Request for Qualifications 23-30S3, Curriculum, Instruction and Professional Learning Services

Included in the Board binders is information on Request for Qualifications (RFQ) 22-30S3. The Board approved the RFQ on March 22, 2023, and a supplemental round to add vendors on August 08, 2023, to provide a pool of qualified vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Professional Learning Initiative Services. All vendor(s) who qualified will be added to the existing qualified list and will use the same term start and end date. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$11,385,840 are available in the Curriculum, Instruction, and Professional Learning Fund and site budget. Contact person: Natasha Baker, telephone 457-373.

A-15, DENY Claim GL23-0501-9811

Included in the Board binders is a Claim for Damages by a minor, case GL23-0501-9811. 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-16, RATIFY Amendment to Agreement with Shifting Perspectives, LLC

Included in the Board binders is an amendment to the service agreement with Shifting Perspectives, LLC. The original agreement in the amount of \$43,200 is increased to \$64,200 due to an increase in the number of participating staff. Services include a two-day summer institute, eight days of professional learning with co-administrators, a workshop, and a book study with a principals' cohort to develop equity-focused leadership. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$64,200 are available in the Leadership Development Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-17, RATIFY Amendment to Agreement with WorkEd

Included in the Board binders is an amendment to the service agreement between the Extended Learning Department and WorkEd. WorkEd provided summer camp opportunities for 559 students from July 01, 2023, through July 28, 2023. The original agreement was to provide services to 480 students; however, due to high student and family interest, they agreed to increase their services to accommodate all students who signed up. The original agreement had an annual cost of \$296,034 but an amendment is needed to include the additional students served. The new agreement total is \$344,752. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$344,752 are available in the Extended Learning Expanded Learning Opportunities Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A. CONSENT AGENDA - continued

A-18, RATIFY Change Orders

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

Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade
Change Order 1 presented for ratification: \$4,800

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$4,800 are available in the Measure M Fund for Bid 23-29. Contact person: Paul Idsvoog, telephone 457-3134.

A-19, RATIFY the Filing of Notices of Completion

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

Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade

Bid 23-60, Bullard High School Gas and Sewer Line Replacement

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

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***6:30 P.M.**

B-20, OPPORTUNITY for Public Disclosure and RATIFICATION for the 2022-2025 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School and Fresno Teachers Association – Social Workers

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

C. RECEIVE INFORMATION & REPORTS

C-21, RECEIVE Proposed Revisions for Board Policy

Included in the Board binders are proposed revisions for Board Policy (BP) 0410 Nondiscrimination in District Programs and Activities. These revisions meet the California School Boards Association recommendations and best practices. The item will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, NOVEMBER 01, 2023

BOARD WORKSHOP
WEDNESDAY, NOVEMBER 15, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 of Human Resources/Labor Relations

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





Fresno Unified School District

Date: October 18, 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

| | | | | | |
|---------|-------------------|----------|--------------------------------|------------------------|------------|
| 1084547 | Childers | Jessica | Specialist, Resource, Sp Ed | Baird | 10/3/2023 |
| 1084519 | Da Luz | Paul | Teacher, Lrng Hndcp, Sdc | Lincoln Elementary | 9/22/2023 |
| 1083429 | Garcia | Clarissa | Teacher, Middle School | Tehipite Middle School | 8/28/2023 |
| 1032939 | Meza | Fernando | Specialist, Resource, Sp Ed | Terronez Middle School | 9/20/2023 |
| 1071355 | Navarro | Alma | Teacher, Lrng Hndcp, Sdc | Jefferson Elementary | 9/21/2023 |
| 1078160 | Salwasser-Pittman | Jackie | Teacher, Elementary | Webster Elementary | 8/23/2023 |
| 1075519 | Talavera | Beyra | Teacher, Deaf/Hard of Hear.SDC | Norseman Elementary | 9/12/2023 |
| 1084566 | Venegas | Janette | Nurse | Health Services | 10/10/2023 |

Classified Personnel

| | | | | | |
|---------|--------------------|-----------|-----------------------------------|--------------------------------|------------|
| 1074401 | Arreguin Gutierrez | Stephanie | Paraprof, Early Chldhd Mil/Mod | Storey Elementary | 10/2/2023 |
| 1064465 | Beck | Rhonda | Technician, Libr Media-Elem | Tatarian Elementary | 9/21/2023 |
| 1080151 | Blanco | Harvey | Paraprof, After Schl/Ext Day | Hamilton School | 10/5/2023 |
| 1084549 | Carrillo Castro | Enriqueta | Paraprof, Instructional Asst | Ayer Elementary | 10/18/2023 |
| 1083549 | Castro | David | Paraprof, Mild/Moderate | Fresno High School | 8/9/2023 |
| 1081841 | Cholula | Naomi | Paraprof, Instructional Asst | Yokomi Elementary | 10/4/2023 |
| 1084597 | Franklin | Torsha | Driver, Bus | Transportation | 10/10/2023 |
| 1078715 | Garcia | Rene | Assistant, Campus Safety | Phoenix Acad Elementary-Dclds | 9/19/2023 |
| 1084598 | Gonzales | Lorraine | Paraprof, Child Development | Early Learning Center | 10/10/2023 |
| 1084463 | Green | Michael | Lead, After Schl/Ext Day | Wolters Elementary | 10/2/2023 |
| 1082947 | Harris | Marcel | Assistant, Campus Safety | Dakota Campus | 10/23/2023 |
| 1083178 | Ibarra | Alexander | Custodian | Lincoln Elementary | 10/3/2023 |
| 1084457 | Knox | Carey | Specialist, Tier II Intervention | Prevention And Intervention | 9/29/2023 |
| 1084550 | Maravilla | Lucero | Paraprof, Mild/Moderate | Addams Elementary | 9/19/2023 |
| 1083836 | Mccoy | Patrick | Assistant, Campus Safety | Rowell Elementary | 10/2/2023 |
| 1084501 | Meza | Ivette | Specialist, Tier II Intervention | Prevention And Intervention | 10/10/2023 |
| 1067830 | Mondragon-Lyday | Shirley | Paraprof, Mild/Moderate | Sunnyside High School | 10/10/2023 |
| 1077690 | Montoya | Ana Maria | Nutrition Services Assistant | Packaging Center | 10/2/2023 |
| 1083988 | Moss | Samantha | Driver, Bus | Transportation | 9/20/2023 |
| 1077483 | Plata | Brittany | Paraprof, Early Chldhd Mil/Mod | Balderas Elementary | 9/29/2023 |
| 1084557 | Ponce | Christina | Paraprof, After Schl/Ext Day | Sequoia Middle School | 10/10/2023 |
| 1081567 | Pringle | Synethia | Nutrition Services Assistant | Nutrition Services | 8/11/2023 |
| 1084558 | Quintanilla | Margarita | Secretary I | Prev & Interv Restorative Just | 10/6/2023 |
| 1084576 | Ramos | Sylvia | Manager, School Office Elementary | IMC Special Ed | 10/10/2023 |
| 1084502 | Reyes | Veronica | Paraprof, Mild/Moderate | Bakman Elementary | 9/29/2023 |
| 1028145 | Rico | Selena | Secretary, Administrative II | Research Evaluation & Assessmt | 10/11/2023 |
| 1084459 | Rodriguez | Luzmaria | Lead, After Schl/Ext Day | Wishon Elementary | 10/2/2023 |
| 1081549 | Snowden | Chinyere | Paraprof, Moderate/Severe | Jefferson Elementary | 8/16/2023 |

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|---------|--------|---------|-----------------------|-----------------------------|-----------|
| 1083309 | Thao | Kevin | Custodian | Tehipite Middle School | 10/2/2023 |
| 1079516 | Vang | Yeeleng | Technician, Budget II | Instructional Services | 9/18/2023 |
| 1084021 | Winsby | Henry | Accountant I | Fiscal Services | 9/29/2023 |
| 1081532 | Zavala | Joey | Custodian | Cambridge Continuation High | 9/20/2023 |

Management Classified

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|---------|--------------|--------|----------------------------------|----------------------------|------------|
| 1084599 | Maldonado | Rima | Coordinator I, Community Schools | Norseman Elementary | 10/16/2023 |
| 1084508 | Romo | George | Analyst I, Workers Comp | Benefits & Risk Management | 10/2/2023 |
| 1084466 | Smallwood | Tashon | Coordinator I, Community Schools | Thomas Elementary | 10/9/2023 |
| 1079504 | Rodriguez Jr | Ruben | Nurse, Vocational License | Health Services | 10/9/2023 |

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

| | | | | | |
|--------------------|-------------------------------|---------------------|--------------------------------|--------------------------------|-----------------------|
| 1082262 | Mayoral | Jose | Teacher, Senior High | Mclane High School | 9/27/2023 |
| 1075944 | Paulson | Amy | Teacher,, Senior High | Mclane High School | 10/13/2023 |
| 1070753 | Rodriguez-Villegas | Ezequiel | Teacher, Elementary | Williams Elementary | 10/13/2023 |

Classified Personnel

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|---------|---------------|------------|------------------------------|---------------------------|------------|
| 1083458 | Abubakr | Dekra | Paraprof, After Schl/Ext Day | Holland Elementary | 9/29/2023 |
| 1076878 | Castro | Marisol | Paraprof, Child Development | Childrens' Center | 10/25/2023 |
| 1067096 | Osuna | Adam | Custodian | Cesar Chavez Adult School | 9/22/2023 |
| 1079401 | Reyes | Clarissa | Assistant, Noontime | King Elementary | 9/29/2023 |
| 1064758 | Reyes | Jocelyn | Assistant, School Office | Birney Elementary | 10/3/2023 |
| 1084357 | Tram | Kristyana | Assistant, Noontime | Bullard Talent 7-8 | 8/6/2023 |
| 1074377 | Villegas Cruz | Jackelinne | Assistant, Resrce Cnslg | Aynesworth Elementary | 9/22/2023 |
| 1080343 | Yang | Elizabeth | Assistant, Noontime | Vang Pao Elementary | 6/10/2022 |
| 1083017 | Her | Kalea | Nurse, Vocational License | Health Services | 10/6/2023 |

Management Certificated

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|---------|----------------|-----------|----------------------------|------------------------------|------------|
| 1041610 | Perez-Luna | Christina | Psychologist, School | Guidance & Psychological Svs | 9/22/2023 |
| 1022333 | Rivas Martinez | Valerie | Principal III, Spec Assign | Summer School Administration | 10/17/2023 |

Management Classified

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|---------|----------|--------|-----------------------------|----------------------------|-----------|
| 1080522 | Cummings | George | Manager, Facilities Project | Facilities Mgmt & Planning | 10/4/2023 |
|---------|----------|--------|-----------------------------|----------------------------|-----------|

LEAVE REQUEST

Certificated Personnel

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|---------|----------|------|---------------------|------------------|-----------|
| 1074874 | Tremblay | Sara | Teacher, Elementary | Calwa Elementary | 11/6/2023 |
|---------|----------|------|---------------------|------------------|-----------|

Classified Personnel

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|---------|------------|--------|---------------------------|---------------------|-----------|
| 1074237 | Gutierrez | Manuel | Paraprof, Moderate/Severe | Figarden Elementary | 9/15/2023 |
| 1083117 | Williamson | Baley | Paraprof, Moderate/Severe | Malloch Elementary | 10/8/2023 |

PROMOTIONS

Classified Personnel

| | | | | | |
|---------|---------------|------------|--------------------------------------|------------------------------|-----------|
| 1075654 | Berends | Cynthia | Paraprof, Early Chldhd Mil/Mod | Wolters Elementary | 9/6/2023 |
| 1079286 | Carion | Lisa | Lead, After Schl/Ext Day | Juan F Herrera Elementary | 9/27/2023 |
| 1027455 | Castillo | Laura | Secretary, Administrative II | Instructional Services | 10/2/2023 |
| 1074057 | Cruz Flores | Aide | Specialist, Tech Support II | Technology Services | 9/25/2023 |
| 1048357 | Flores | Michelle | Secretary, Administrative I | Board Of Education | 10/4/2023 |
| 1081095 | Gilletteberg | Michael | Administrator, Systems | Technology Serv/Telecom | 9/25/2023 |
| 1069642 | Gutierrez | Daniel | Specialist, Tier II Intervention | Prevention And Intervention | 9/28/2023 |
| 1081064 | Guzman | Tanisha | Paraeducator, Community Based | Ginsburg Elementary | 9/29/2023 |
| 1075736 | Hernandez III | Frank | Custodian, Lead | Bullard High School | 9/6/2023 |
| 1066963 | Huerta | Jacqueline | Liaison, Community Relations Spanish | Multi-Lingual/Multi-Cultural | 9/13/2023 |
| 1073438 | Letson | James | Paraprof, Mild/Moderate | Sunnyside High School | 9/8/2023 |

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|---------|----------------|-----------|-----------------------------------|--------------------------------|-----------|
| 1069539 | Machuca | Jasmine | Manager, School Office Elementary | Ericson Elementary | 9/1/2023 |
| 1063473 | Molina-Lazaro | Sara | Technician, Program | State & Federal Programs | 9/19/2023 |
| 1077076 | Navarro | Conrado | Administrator, Systems | Technology Serv/Telecom | 9/25/2023 |
| 1065480 | Perez | Cecilia | Specialist, Tier II Intervention | Prevention And Intervention | 9/28/2023 |
| 1060977 | Perez Jr | Leopoldo | Administrator, Systems | Technology Serv/Telecom | 9/25/2023 |
| 1083363 | Quiroz | Rogelio | Paraprof, Mild/Moderate | Leavenworth Elementary | 9/27/2023 |
| 1082326 | Rios | Laura | Lead, After Schl/Ext Day | Ewing Elementary | 9/26/2023 |
| 1065203 | Rojas-Gonzalez | Jose | Plant Coordinator II | Rutherford Gaston Middle Schoo | 10/4/2023 |
| 1077445 | Thao | Zoua | Paraprof, Mild/Moderate | Fresno High School | 9/25/2023 |
| 1071231 | Thompkins | Vidalinda | Paraprof, Moderate/Severe | Ahwahnee Middle School | 9/22/2023 |

Management Certificated

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|---------|---------|---------|-------------------------------|------------|-----------|
| 1069710 | Henkel | Laurie | Manager III, SPED Prog & Serv | Special Ed | 9/20/2023 |
| 1061865 | Saldade | Marissa | Manager III, SPED Prog & Serv | Special Ed | 9/20/2023 |

Management Classified

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|---------|--------|---------|----------------------------|------------------------------|-----------|
| 1070321 | Avelar | Ricardo | Manager II, General | Summer School Administration | 10/2/2023 |
| 1015531 | Galvin | Lydia | Manager, Project (General) | Transfers Office | 9/15/2023 |
| 1061226 | Garcia | Alberto | Manager II, General | Multi-Lingual/Multi-Cultural | 9/11/2023 |

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 September 27, 2023, and the October 04, 2023, Board of Education regular meetings.

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
September 27, 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 September 27, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, and Clerk Wittrup. Superintendent Dr. Nelson was also present.

For the record, Board President Islas was absent.

Board Clerk Wittrup **CONVENED** the Regular Board Meeting at 4:36 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

1. David Bishop: Commented on a Workers' Compensation claim and dismissal charges pertaining to a district employee.

Board Clerk Wittrup **ADJOURNED** the Regular Board Meeting to Closed Session at 4:39 p.m.

For the record, Closed Session extended to 6:10 p.m.

Board Clerk Wittrup **RECONVENED** the meeting to Open Session at 6:15 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session on a Workers' Compensation claim for Kristie Keys, Case No. 2012-0791, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup, ABSENT: Board President Islas.

- On a motion by Board Member Davis, seconded by Board Member Thomas, the Board approved in Closed Session dismissal charges for a certificated employee by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Cazares, seconded by Board Member Thomas the Board acted in Closed Session to promote Peter Pulos to Administrator, Alternative Education, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Levine the Board acted in Closed Session to promote Philip Mcilhargey to Administrator, Human Resources/Labor Relations, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT Board President Islas.

PLEDGE OF ALLEGIANCE

Paul Idsvoog led the Flag Salute.

ACKNOWLEDGE the 2023/24 Student Board Members and Alternates

The Board and Superintendent acknowledged the 2023/24 student board members and alternates and heard reports from student board representatives from Duncan Polytechnical High School.

HEAR Report from Superintendent

- On September 15, we kicked off National Hispanic Heritage Month and our schools and teams have been celebrating and learning ever since! National Hispanic Heritage Month is an opportunity for all to recognize the contributions made by Hispanic and Latinx Americans and to celebrate their heritage and culture. Hidalgo kicked celebrations off with the Mexican Consulate and Sunnyside's folklorico group has performed for Herrera, Storey, Olmos, and Terronez to name a few. Roosevelt's mariachi band and folklorico group has also been celebrating and performing at schools including Tatarian just last week. Let's take a quick look at this video with some of those celebrations. (Showed video)
- I cannot describe how disappointed I am to be having this conversation yet again, but unfortunately, we had another student hit by a vehicle on her way to school this morning. Thank goodness our student will be okay, but the accident was enough to transport her to the hospital this morning. This cannot continue to happen to our kids – our kids DESERVE to be safe as they travel to and from school each day. Keeping our kids safe is a joint effort and we need every driver in Fresno to be safe, attentive, and SLOW around our schools. We need parents to talk to our teenage drivers to ensure they are safe and smart around our schools.

HEAR Report from Superintendent - continued

- And of course, we're doing our part as a district investing in safe routes to schools' assessments, building public awareness and even bringing curriculum to our classrooms. Teachers, please take advantage of the pedestrian safety curriculum being provided by our Curriculum and Instruction department. You can reach out to Michele Pacheco directly with any questions. We all have a part, so please join us in helping our community to be street smart.
- I also want to provide an update regarding negotiations with our Fresno Teachers Association. You may have seen that things have been quiet on our end, and that is intentional. We completed the fact-finding panel on September 7 and have been working to respect that process as we await the fact-finder's final report. We expect to receive the report sometime next week and we look forward to meeting with the Teacher's union to work toward solutions using the fact-finder's recommendations. If following that conversation with FTA we have not reached a settlement, we will ensure the public is able to see the report and we will communicate next steps clearly with our staff, families, and community. As always, we are continuing to work toward a mutually beneficial agreement and avoiding a strike. However, if we are unable to avoid a teacher strike, I can assure you all that we are well prepared and that we will be doing everything in our power to ensure our schools stay open, safe, and full of learning for our students.
- In other updates, I'm excited to share that the development of our Every Child Is A Reader literacy plans in narrative form are in their final stages. The complete Fresno Unified Every Child Is A Reader literacy plan includes districtwide information with all seven regional literacy plans, all following our literacy framework. The regional plans will include SMART goals, budgets, specific strategies, assessment information, research and more. School site leaders have been collaborating, researching, and deeply analyzing their pre-k through first grade data prior to developing and submitting their SMART goals. Once the plan is finalized, it will be translated into Spanish and Hmong and shared with our community. Stay tuned!
- Our fall climate and culture survey is now open! This is a chance for our families and staff to tell us what's going well and what we could do better. It's a quick and easy way to make your voice heard! If you're signed up for ParentSquare, just follow the link we'll send out and answer a few questions. Your feedback is so important to us and helps us to continue improving
- Fresno Unified staff, it's that time of year again! Nominations are now open for this year's Excellence in Education! Take the time to nominate your colleagues! All employees, including certificated, classified, and management are eligible! Check your Employee Zone email for the link to nominate!
- This Friday, September 29th, individual tickets for the State of Education Gala go on sale! You can grab yours on Friday at the Foundation for Fresno Unified Schools website at foundation4fUSD.org. All proceeds benefit our student scholarships and last year we raised more than \$250,000! Can't wait to see you all there – we've got some great surprises for you!
- Students and families are invited to attend the eighth annual Feria de Educación on Saturday, October 14, at Fresno State from 10am-3pm!

HEAR Report from Superintendent - continued

- Feria de Educación provides an opportunity for Spanish-speaking families to learn about higher education institutions, college admission requirements, careers, and professions, and what is needed to earn a college degree. The event will include workshops, campus tours, Kids Zone, Reading Garden, photo booth, performances by los Danzantes de Aztlán, resource fair and the special appearance of Leo Gonzalez. Hope you can make it!
- Last but certainly not least, I want to recognize our Sunnyside region Trustee, Valerie Davis, for being selected as a finalist for the Council of the Great City Schools Green Garner Award! This award is highly selective and the nation's highest urban education honor. The recognition is so well-deserved, and we can't wait to honor Trustee Davis next month! Congratulations Trustee Davis!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Cazares: Shared follow up items pertaining to emails sent last week. Shared that she and the principal at Hoover are working on items and would like Hoover staff to know the Board is listening to them. Commented that grounds keeping contracts for playing fields were approved but have not been filled and would like the district to stay on top of this so employees do not have to use their own money to prepare the fields for student use. Commented that the Hoover scoreboard has not yet been replaced. Made a request to allow administration to choose colors for the Hoover administration building. Requested regular status updates on the above items as well as the library reconstruction. Thanked Hoover regional principals who participated in the literacy planning meeting last week. Safe Routes to school request ensure whatever school is being planned parents are included in community meetings and Board Members as well.

Member Levine: Recognized and honored Dr. Francine Oputa and expressed gratitude for her life and service.

Clerk Wittrup: Echoed comments of Superintendent regarding Safe Routes to School. Emphasized the need for safety to drivers, parents, and students. Shared excitement for the Bullard Region Literacy Plan which was unveiled to her last week. Shared that the plan covered every aspect of what is needed to teach reading. Expressed gratitude for the investments and leadership around the Early Literacy Initiative. Thanked Mrs. Alcantara and all of the Bullard area principals for their commitment.

OPPORTUNITY for Public Comment on Consent Agenda items

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

On a motion by Board Member Davis, seconded by Board Member Thomas, the Board approved the Consent Agenda except for agenda items A-4, A-9, A-10, A-11, and A-15, which were pulled for further discussion, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: 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 September 13, 2023, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the September 13, 2023, regular Board meeting.

A-4, APPROVE Agreement with Dynamic Learning Experiences LLC

APPROVED as recommended, an agreement with Dynamic Learning Experience LLC to establish a High School Precision Drone Piloting after-school program for the 2023/24 academic year.

For the record Board members had comments/questions pertaining to agenda item A-4. A summary is as follows:

Member Davis: Requested clarity as to if this item included repairs, license, refresh and the latest drone available.

For the record, Tami Lundberg was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Member Thomas, the Board approved agenda item A-4 by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

- A-5, APPROVE Agreement with Marjaree Mason Center**
APPROVED as recommended, an agreement with the Marjaree Mason Center. Marjaree Mason Center staff will train one advisor and up to two student ambassadors for the “kNOw MORE” program on each high school campus.
- A-6, APPROVE Agreement with Theodore Adams dba TR3 Studios**
APPROVED as recommended, an agreement with TR3 Studios in the amount of \$49,400. The purpose of this agreement with TR3 Studios is to design interdepartmental quarterly reports and technical guides to be available for the 2023/24 school year for school site leaders.
- A-7, APPROVE Agreement with Delta Dental of California**
APPROVED as recommended, a renewal agreement with Delta Dental of California. Delta Dental of California currently provides dental care services on behalf of the district’s eligible active employees, retirees, and their respective dependents.
- A-8, APPROVE Agreement with ASM Global – Fresno Convention Center**
APPROVED as recommended, an agreement with ASM Global to provide room rental space for Instructional Division Learning Sessions. Learning Sessions are for management’s ongoing cycles of review and professional learning.
- A-9, APPROVE Agreement with Pardini’s**
APPROVED as recommended, an agreement with Pardini’s. The Extended Learning Department will provide professional development for up to 1,300 after-school program staff. Pardini’s will provide catering services of food and beverage for all staff attending the event; services to include both breakfast and lunch.

For the record Board members had comments/questions pertaining to agenda item A-9. A summary is as follows:

Member Jonasson Rosas: Requested clarity pertaining to discrepancy in information provided on board communication and agenda item regarding the number of staff participating. Requested clarity as to if the amount of agreement is for food only.

For the record, Maiyer Vang was available to provide clarity.

For the record, Legal Counsel Bryan Martin called for a point of clarification. The record should reflect the clarification from 1300 staff served, which is the number listed on the agenda item to 1200 staff served.

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board approved agenda item A-9 with an amendment to the number of staff served from 1300 to 1200, by a vote of 6-0-0-1 as follows: AYES: Board Members:

Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup.
ABSENT: Board President Islas.

A-10, APPROVE Award of Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization

APPROVED as recommended, information on Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization. The project consists of an Administration Building modernization that includes a new Nurse's suite, air conditioning in the multi-purpose room kitchen and the installation of permanent walls in existing rooms to provide confidential spaces for student support.

For the record Board members had comments/questions pertaining to agenda item A-10. A summary is as follows:

Member Davis: Requested clarity as to whether all schools have confidential space.

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

On a motion by Board Member Davis, seconded by Board Member Thomas, the Board approved agenda item A-10 by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

A-11, APPROVE Rejection of Bid 23-55, Tehipite Middle School New E-Sports Arena

APPROVED Rejection as recommended, for information on Bid 23-55, Tehipite Middle School New E-Sports Arena. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount.

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

Member Jonasson Rosas: Requested staff to clarify what led to the decision to change the scope of work and what the new project will look like.

For the record, Paul Idsvoog and Tami Lundberg were available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, the Board approved agenda item A-11 by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

A-12, APPROVE Supplemental Award of Request for Proposals 23-52R, USDA

Commodity Prepared Foods

APPROVED as recommended, information on Request for Proposals 23-52R, USDA Commodity Prepared Foods to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center.

A-13, DENY Claim GL23-0818-9522

DENIED as recommended, a Claim for Damages by a minor, case GL23-0818-9522.

A-14, RATIFY Agreements for the Joint Apprenticeship Training Funds

RATIFIED as recommended, an agreement for The California Community Colleges Chancellor's Office released an update that includes Joint Apprenticeship Award funding for Local Educational Agencies receiving Related and Supplemental Instructions.

A-15, RATIFY Agreement with Scout Island – Fresno County Superintendent of Schools

RATIFIED as recommended, an agreement with Scout Island, Fresno County Superintendent of Schools. Scout Island will provide facilities and instructors for outdoor science day enrichment trips. This enrichment trip supports classroom instruction in water cycle, plant science, animal habitats, social studies, and conservation.

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

Member Levine: Requested staff to provide clarity as to if there are specific sites that will participate, and if there is a plan to expand. Asked Superintendent and team to keep their eyes open for opportunities for Fresno Unified to acquire its own property to develop a similar program.

For the record, Bryan Wells was available to provide clarity and offered to provide a board communication with further details.

On a motion by Board Member Levine, seconded by Board Member Davis, the Board approved agenda item A-15 by a vote of 5-0-0-2 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas and Board Member Cazares.

A-16, RATIFY Amendment to Agreement with KLS Design

RATIFIED as recommended, an amendment to the agreement between the Extended Learning Department and KLS Design. KLS Design will provide digital arts-based enrichment opportunities for students in the after-school program.

A-17, RATIFY Amendment to Agreement with Teocalli Cultural Academy

RATIFIED as recommended, an amendment to the agreement with Teocalli

Cultural Academy.

A-18, RATIFY Amendments to Agreements for Extended Learning Programs

RATIFIED as recommended, amended service agreements between the Extended Learning department and their community-based partners. The partners increased their roster and/or service sites to accommodate students who wanted to participate in summer learning opportunities.

A-19, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 10 presented for ratification: \$130,725

Bid 22-40, Hoover High School Library Modernization
Change Order 4 presented for ratification: \$63,369

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing
Change Order 2 (Classroom Mod) presented for ratification \$-73,004

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating,
Ventilation, Air Conditioning Energy Management Replacement Project
Change Order 1 presented for ratification \$-49,801

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating,
Ventilation, Air Conditioning Energy Management Replacement Project
Change Order 1 presented for ratification \$-48,548

Bid 23-58 Section A, Exterior Painting at Various Sites, Ayer Elementary School
Change Order 1 presented for ratification: \$8,400

Bid 23-58 Section C, Exterior Painting at Various Sites, Vinland Elementary School
Change Order 1 presented for ratification: \$4,800

A-20, RATIFY the Filing of Notices of Completion

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

Bid 23-59A, Exterior Painting at Various Sites, Ayer Elementary School

Bid 23-59C, Exterior Painting at Various Sites, Vinland Elementary School

Bid 23-59D, Exterior Painting at Various Sites, Storey Elementary School

B. CONFERENCE/DISCUSSION AGENDA

B-21, HOLD a Public Hearing and ADOPT Resolution in the Matter of Sufficiency of Instructional Materials

ADOPTED as recommended, a Resolution in the Matter of Sufficiency of Instructional Materials. The governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in these subject areas; English Language Arts, Mathematics, History/Social Science, Health in grades seven through twelve, Foreign Language in grades seven through twelve, and science equipment in grades nine through twelve. A survey to determine sufficient instructional materials at each school site was administered to all schools (Transitional kindergarten through grade twelve).

For the record, Board Clerk Wittrup opened the public hearing in the Matter of Sufficiency of Instructional Materials

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board regarding the Matter of Sufficiency of Instructional Materials.

For the record, Board Clerk Wittrup closed the public hearing in the Matter of Sufficiency of Instructional Materials.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board adopted agenda item B-21 by a vote of 6-0-0-1 as follows: AYES: Board Members: Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

B-22, PRESENT and DISCUSS the California Assessment of Student Progress Results, Data Analysis, and Next Steps

Staff presented the results of the 2022/23 California Assessment of Student Progress with an analysis for areas of improvement, highlights of bright spots, and goal setting to reach the targets for the 2023/24 school year.

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on agenda item B-22.

For the record, Board members had comments/questions pertaining to agenda item B-22. A summary is as follows:

Member Jonasson Rosas: Expressed appreciation for the district looking at outcome-based contracting (OBC). Requested to know when the Board will hear more about the OBC process. Asked district staff to look at what situations may hinder students from gaining proficiency. Requested clarity as to how the district

will use the data to address academic interventions for homeless and foster youth students.

Member Davis: Expressed appreciation for this report. Requested clarity of when the assessment is given. Commented on the need to stabilize the education of homeless and foster youth students. Commented on the importance of attendance.

Member Cazares: Shared information for community partners that may be a good resource to help the district with this work.

Clerk Wittrup: Shared appreciation for the presentation and expressed this is what she has asked for. Commented not all interventions are equal and there may be interventions at all schools, but they may not all be effective, and if interventions are showing growth the intervention should be replicated. Commented on looking forward to seeing more.

Member Jonasson Rosas: Suggested district staff work with community-based service providers to discuss student attendance; commented on hours available for service and also the provision by service providers of notes for students to be excused from school.

For the record, Zerina Hargrove-Brown, Edgar Pelayo, Carmen Rodriguez, Deputy Superintendent Her, and Superintendent Nelson were available to provide clarity.

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 7:47 p.m.



BOARD OF EDUCATION
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MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
October 04, 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 October 04, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, and Clerk Wittrup. Superintendent Robert G. Nelson, Ed.D. was also present.

For the record, Board President Islas was absent.

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

OPPORTUNITY for Public Comment on Closed Session Items

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

Board Clerk Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:32 p.m.

Board Member Thomas arrived at 4:36 p.m.

Board Clerk Wittrup RECONVENED the meeting to Open Session at 6:08 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas the Board acted in Closed Session to approve dismissal charges for a certificated employee by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Clerk Wittrup the Board acted in Closed Session to accept the recommendation of a hearing officer to dismiss a classified employe, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

- On a motion by Board Member Thomas seconded by Board Member Davis, the Board acted in Closed Session to dismiss a classified employee who failed to demand a hearing in a timely manner and as a result waived his right to a hearing, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board Clerk Wittrup. ABSENT: Board President Islas.

PLEDGE OF ALLEGIANCE

David Chavez led the Flag Salute.

HEAR Reports from Student Board Representatives

An opportunity was provided to hear comments/reports from Student Board Representatives from Edison High School. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

HEAR Report from Superintendent

- As we have entered October, we are recognizing Domestic Violence Awareness Month. One in three teens will be in an abusive or unhealthy relationship and having lost one of our dear students to domestic violence this spring, this month hits closer to home more than ever for Fresno Unified. I'm grateful to our partners at Marjaree Mason Center for all they do in our community and am especially grateful for their continued support in facilitating the kNOw More program in all of our high schools. At the last Board meeting our Board of Education approved this year's contract for the kNOw More program, a program focused on building a culture of trust and support on campus, empowering youth to build healthy relationships. If you or someone you know is experiencing domestic violence, please know there is help available to you through the Marjaree Mason Center. You can reach their 24-hour crisis hotline at 559-233-HELP.
We look forward to supporting Marjaree Mason Center's work at their 40th Annual Top 10 Professional Women Awards, honoring our own Trustee Thomas.
- As you may have seen, we are currently recruiting qualified, credentialed substitute teachers to support our students in the event the Fresno Teachers Association decides to strike. Ideally, we'll be able to work out an agreement and avoid a strike altogether, which is still our number one goal. However, we must be prepared to ensure our schools stay open, safe, and full of learning even in the event of a teachers' strike. We are offering \$500 per day for qualified, credentialed substitute teachers to help us continue our students' learning and growth during a strike. We already have more than 2,000 active, qualified substitute teachers in our system and are confident our substitute recruitment coupled with credentialed employees across Fresno Unified deploying to classrooms will ensure our students' continued growth and learning. If you or someone you know is interested in becoming a certificated substitute teacher, please head to our website at

www.fresnounified.org/substitute.

- Next week staff will have opportunities to review drafts of our literacy plans. Our Every Child Is a Reader Plan will have a district overview rooted in data, research, and our districtwide goal of closing achievement gaps at challenging levels through a variety of strategies, including making every child a reader by the end of first grade and using data early and often to course correct when we see challenges. When we share the entire plan, we will receive general feedback, send it off to be copyedited and translated in Hmong and Spanish, then present our plan to our school board and communities. I am looking forward to sharing the full plan with you all soon!
- I want everyone to be aware of something that makes a big difference in our community. It's called the local control and accountability plan, or LCAP. The LCAP is about our kids, our schools, and our future. It makes sure students get the help they need to promote achievement and equity, through investments in things like literacy and math support, mental health resources, safety improvements, and upgrades in technology. The best part of this process is that YOU help decide how the funds are used to improve our schools. We are going to host regional meetings, where you can share your voice. We kick off our events at Edison on October 10, with events in at every regional high school happening through November 7. Staff, families, and community partners can attend any regional event which includes dinner, interpretation, childcare, and free Zoo tickets for participants! For all dates and more information, please visit our website at www.fresnounified.org.
- I am proud to share the moves we have been making as a district as we work to ensure food and clothing pantries are available for our students. We currently have 22 clothing closets at schools across the district with another 41 schools interested in starting their own clothing closets. For any of our schools interested in starting a clothing site, the district is offering up to \$10,000 to the school site for startup costs. Many of our schools also partner with the Central California Food Bank for food distributions and potential food pantries, and our district is working with the Food Bank on a district level to see how we can partner even further. More to come on that!
- You have heard me say it before and this is your last reminder and chance for two important things! First, all staff and families, we need you to complete the fall Climate and Culture survey online by Friday, October 13. Second, our State of Education Gala is happening next Thursday evening, so get your tickets now! It's going to be a beautiful event with some great surprises.
- Let me wrap up my remarks tonight with a few shoutouts and recognitions:
 - I'd like to extend a special shout out to our Special Education Department and all our school sites for working collaboratively on making sure students have IEPs that are updated. As you know, when students with special needs have an individualized education program outlining supports that target their unique student needs, our students are more likely to experience success in our school system. For all our educators, especially those supporting students with special needs, keep up the great work!
 - Yesterday we got the great news that our Parent University is a Golden Bell Award winner through the California School Boards Association! We are

thrilled that following their selection as a finalist and a successful validation visit by CSBA, they have officially been selected as a winner. We are proud of our Parent University, thank you for your innovative work ensuring our family goal stays front and center.

- Shoutout to our McLane Army Junior ROTC Cadets who placed first in the boat races at the Bulldog Challenge! The Bulldog Challenge is where ROTC teams compete in a variety of events with this year being the first top finish for McLane cadets in three years of competing in the event. For the boat race, cadets engineer and assemble their boats on their own. Amazing work McLane, congratulations!
- I also want to congratulate automotive instructor, Dale Dutcher, and his students at Duncan who completely built an award winning 1935 Ford Pickup kit car from Factory Five Racing over this year! They started building in January of 2023, from forty-two boxes of parts, a frame, and a body. Students inventoried every part, then built and hand fit every part on the car. Bobby's Auto Body took care of the paint and body work, and the students finished the car, including building a 347 stroker motor at 550 horsepower. Mr. Dutcher entered the car in the Fresno County Fair and was awarded Best of Show! What an amazing experience – congratulations and thank you Mr. Dutcher for bringing this great opportunity to our students!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Jonasson Rosas: Referenced the car described in Superintendent's comments and asked if the car is street legal and for sale.

Member Levine: Thanked Superintendent Nelson for sharing information regarding student resource pantries. Asked the district to get the word out about the pantries to sites, students, and families. Shared that the pantries are not only for food but for clothing, hygiene items and other items students or families may need.

Member Davis: Thanked the Superintendent for attending the Sunnyside Region Literacy Plan. Expressed gratitude to the Sunnyside staff and their work, time, and effort to facilitate the event. Expressed thanks to the East Fresno Kiwanis for providing fifty-three students with \$200 each for a Kohl's shopping spree.

OPPORTUNITY for Public Comment on Consent Agenda items

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

On a motion by Board Member Davis, seconded by Board Member Cazares the Board approved the Consent Agenda except for agenda items A-6 and A-12, which were pulled for further discussion, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Clerk Wittrup. ABSENT: Board President Islas.

ALL CONSENT Agenda items are routine by the Board of Education and 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 September 27, 2023, Regular Board Meeting.

A-3, ADOPT Resolution Recognizing the Month of October as National Cyber Security Awareness Month

ADOPTED as recommended, a resolution recognizing the month of October as National Cyber Security Awareness Month.

A-4, ADOPT Resolution 24-16, Approve the Use of Sole Source Vendor Authorization

ADOPTED as recommended, Resolution 24-16, to approve the use of sole source vendor authorization per Administrative Regulation 3323 for Sole Source Procurements.

A-5, APPROVE Revised Classified Management Competitive and Negotiable Daily Salary Schedule 260 Duty Days

APPROVED as recommended, the revised Classified Management Competitive and Negotiable Daily Salary Schedule 260 Duty Days.

A-6, APPROVE Agreement with Fresno State-Kremen School of Education

APPROVED as recommended, an agreement with the Fresno State-Kremen School of Education. The Kremen School of Education and Human Development is proposing a study for the 2023/24 academic school year for the Steve's Scholars Program.

For the record, Board members had comments/questions pertaining to agenda item A-6. A summary is as follows:

Member Jonasson Rosas: Expressed excitement for this item. Requested clarity as to what the scope of work is and what the research will entail. Requested staff to look at what barriers students face in meeting the scholarship criteria.

For the record, Jeremy Ward was available to provide clarity.

For the record, Natasha Baker, Ed.D., read a statement on behalf of Francine and Murray Farber—the statement is noted as Addendum A of the meeting minutes.

For the record, Dr. Yerrick from California State University, Fresno provided comments as follows:

“Our research is formulated together and designed to learn how students benefit from scholarships, the impact on students and their life after college or their graduation.

The University faculty member was selected based on their expertise and their openness, of course, to listen to what the Farber’s wanted done in the study. It is our belief that the results of the research will not only benefit Steve’s Scholars but also have a long-term effect on the Fresno Unified Foundation as it helps develop similar procedures to understanding and following up longitudinal data for scholarship awardees.

What I want to add to her comments is the welcome nature that our research team has for your kind of questions, and the reason I want to make it very explicit is that I have thirty-three years of studying marginalized groups, from rural North Carolina to Urban Buffalo, one exit north of Mexico in San Diego. So, I’ve studied marginalized groups in lots of different places, and I will tell you that the research will continually look at one of two things, either what is all the success that we’ve done, right, with only those who stand out as stars or strong successes. Or, it often, if there is not success, it often blames the victims for not having their success. We reject both those premises and what we want to do is understand what is the nature of the support they received that can be transferred to other students, and how do we emphasize some of the things if financial resources are the most important and traveling to culturally enriched experiences or government understandings of civic interactions whatever those are that help them be more successful is what we want to do, but the most important part of this research is that we allow the students who have been underrepresented to use their own voices to represent themselves. That they themselves, their voices have said here is what I believe matters, here is what was helpful to me, and that may not be the same for all students but too often in research we generalize and say, this group does well because of this, and we are letting their own voices speak for themselves in this research.”

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

“Agenda item A-6 on tonight’s consent agenda contains an agreement with the Fresno State Kremen School of Education. 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 this 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 Jonasson Rosas, seconded by Board Member Thomas, the Board approved agenda item A-6 by a vote of 5-0-1-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, and Clerk Wittrup. ABSTAINED: Member Levine ABSENT: Board President Islas.

A-7, APPROVE Rejection of Bid 24-19, Education Center Human Resources Interior and Electrical Upgrades

APPROVED as recommended, staff recommend rejecting all bids for Bid 24-19, Education Center Human Resources Interior and Electrical Upgrades.

A-8, RATIFY Grant Application to the Kaiser Permanente Community Benefit Programs 2023 Thriving Schools Grant Cycle

RATIFIED as recommended, the 2023 Grant Application to the Kaiser Permanente Community Benefit Programs to support the Healthy Schools, Healthy Community, Healthy Student initiative.

A-9, RATIFY Change Orders

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

Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, EMS, and Central Plant Equipment Replacement
Change Order 1 presented for ratification \$112,002

Bid 23-23, Ericson Elementary School New Multi-Purpose Building and Interim Housing
Change Order 1 (Interim Housing) presented for ratification \$48,723

Bid 23-60, Bullard High School Gas and Sewer Line Replacement
Change Order 1 presented for ratification \$21,700

A-10, RATIFY the Filing of a Notice of Completion

ITEM PULLED FROM AGENDA BY STAFF. No action taken.

A-11, RATIFY Purchase Orders from July 01, 2023, through July 31, 2023 – Primary Report

RATIFIED as recommended, information on purchase orders issued from July 01, 2023, through July 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-12, RATIFY Purchase Orders from July 01, 2023, through July 31, 2023 – Supplemental Report

RATIFIED as recommended. information on purchase orders issued from July 01, 2023, through July 31, 2023 – Supplemental Report.

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

“Agenda item A-12 on tonight’s Consent Agenda contains purchase orders for the California Teaching Fellows Foundation, the CSU Fresno Foundation, and the Fresno State Alumni Association. I am currently employed by California State University, Fresno.

Additionally, item A-12 also contains purchase orders with the Fresno County Economic Opportunities Commission, and I have been employed by Fresno County EOC, which is a nonprofit corporation.

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

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

On a motion by Board Member Thomas, seconded by Board Member Davis the Board approved agenda item A-12 by a vote of 5-0-1-1, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, and Clerk Wittrup. ABSTAINED: Member Levine. ABSENT: Board President Islas.

B. CONFERENCE/DISCUSSION AGENDA

B-13, PRESENT and DISCUSS Equity Based Facility Planning

A presentation by RSS Consulting, LLC for the equity-based facility assessment regarding New School Bond 2024. RSSC will present a recommended approach to engaging in equity-based facilities planning. The session was designed to offer the approach while strengthening the Board's understanding of equity minded leadership in facilities planning. The approach includes clarifying what is meant by equity, analyzing current conditions through a racial lens, obtaining qualitative data from students, staff, community, and Board members, and engaging in authentic community engagement so the community will be able to recognize their hopes and aspirations in the decisions that are made by the Fresno Unified School District Board of Education.

Member Jonasson Rosas: Asked where the district is regarding engagement with the firm to do this kind of work. Is this proposed process for a facilities master plan for the LCAP. Commented that all Board members may feel as if they got the short end of the stick regarding facilities improvements. Commented that this work will be important and would like the entire project list to be reviewed. Commented it does not matter to the community what bond measure paid for the work, just that the work is done.

Member Thomas: Expressed excitement for this work towards the bond. Commented the district has a good record and does not want it broken. Requested clarity as to what the 5 Cs referenced in the presentation will look like regarding safe routes to schools. Requested clarity as to what partnerships will look like in the community? Commented on the importance of maintenance. Commented that this will take a complete change of mind-set. Requested clarity as to where young people fit in the community engagement component?

Member Levine: Thrilled about this work. Asked RCSS presenters to share any lessons learned after having done similar work in Sacramento, and if those lessons will influence the work with Fresno Unified. Expressed hope this work is not just to pass a bond but something that will be continued moving forward and asked how the work will be sustained.

Member Davis: Shared staff will benefit from this dialogue. Expressed appreciation for RCSS's focus to the communities' voice and respect of the community. Commented that boundaries do not decide the design.

Student Member Pitcher: Thanked the presenters for their presentation. Commented not only as a student advisory board member but also as a student from a school in an area of low income and shared he is looking forward to seeing how funds will be directed to Edison High School.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received one request to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. Wayland Jackson: Asked the Board to consider eliminating the grading system. Provided Board members with a copy of the book, *Frog Legs, Short Stories About Life*. A complete copy of comments is noted as Addendum B of the meeting minutes.

C. RECEIVE INFORMATION & REPORTS

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

D. ADJOURNMENT

Board Clerk Wittrup ADJOURNED the meeting at 7:30 p.m.

Since we began Steve's Scholars in 2012, we have had six cohorts of students receiving first and second year scholarships, or about 300 awardees. Unlike other scholarships, no application is required nor is there any cap on the number of students who receive them. For six years they must meet criteria for GPA, attendance, community service and A through G courses. In meeting these criteria the students actually select themselves.

Our long-time wish was to collect data to help determine to what degree and in what ways our scholarships are really helping students and families. Suddenly a generous donor came along whose contributions enable us to follow through on our wish without using district resources. When we approached Dr. Yerrick, dean of the Kremen School of Education, he embraced us and our proposal without hesitation. We were so grateful for his openness to a new idea, especially coming from outside the Fresno State family. He immediately said he would work with us together with his colleague, Dr. Hyeri Hong, who is an assistant professor in research and statistics. She teaches a class this evening and so could not attend. They explained the process and were gracious in incorporating our ideas and suggestions for survey questions and interviews.

We are excited that data collected should be useful to the entire district as it will be applicable to the scholarships awarded by the Fresno Unified Foundation and others. We want to publicly recognize and thank Dr. Yerrick, Dr. Hong and our anonymous donor for their generosity and support.

We look forward to sharing the results hopefully some time next year.

To the Board
Fresno Unified School District
Veva Islas, Susan Wittrup, Keshia Thomas, Elizabeth Jonasson Rosas,
Valerie F. Davis, Andy Levine, Claudia Cazares, the Superintendent

Copies to:
California State Board of Education

Most people are suspicious of things and ideas that are new. When the automobile first came out, the world had never seen a vehicle that didn't require a horse or an ox to pull it. But over time, cars replaced the horse and buggy. The idea I am presenting tonight is relatively new and will likely be resisted at first because it breaks with tradition. My plea is for the Board of Fresno Unified School District to abandon the practice of grading.

Consider these five facts about grades:

1. Grading creates a caste system. Give a student an A, and they and their peers see them as matching the grade. An A grade denotes an "A" person. The same is true of the student who receives an F. He perceives himself and is perceived by others as an "F" person. Yet, grades rarely measure the ability and knowledge of the student, as illustrated by "academic failures" like Albert Einstein and Bill Gates. Parents who judge their student by grades are making the same mistake as the student's peers. Whether grades boost the ego or are a put down, the effects of the caste system are long-term.
2. Grades are ignored in the real world. While the student is in the system, they move ahead year after year regardless of grades. Then, at the end of the 12th grade, what happens to the accumulated grades? The answer is: The records go into a closet, perhaps electronically, never to be seen again unless the student goes to college, in which case, after four more years, those are assigned to oblivion.
3. Grades are not the best way to measure the student's progress. Is your child learning to read and calculate? Is your child able to engage in a conversation? Can your child think critically? These are the true measures of academic growth.
4. Grades teach nothing. A student learns nothing from a letter on a paper. Grades don't encourage a student to explore new ideas. To the teacher, a grade signals an end to teaching. To a student, the end of learning.
5. Grading wastes teachers' time. Teachers spend hours calculating, reporting, and recording grades, as if a grade discharges their responsibility to the student.

Teachers will have mixed feelings about giving up the traditional system in which students are compared to one another and to a standard, in favor of a system that compares students to themselves and their own goals. But most teachers will happily change to a system that allows them to follow their true passion and mission.

Imagine a school where a student comes, eager to learn, explore, and move ahead, where learning is as natural as breathing. The teacher becomes a facilitator and no longer thinks: "This is your grade. I'm done with you." But instead, will say, "Congratulations on how far you have come. Here's a way we can move on."

In a non-grading system, there are no "throw-away" students. Teachers meet the student on the student's own terms. That means taking into consideration the whole person, not just the body the teacher sees an hour a day.

I recommend the Board consider forming a select committee composed of classroom teachers, an administrator, parents, and students. Give the committee a year to come up with the structure and organization that does not employ grading. Among others, they would investigate charter schools and Learn4Life. Start with an elementary school and gradually move up. Learning will take place, its popularity will grow, and the institution will change.

Abandoning grading is a break with tradition. Yet, all great movements in history come about by doing things that have "never been done" before. I believe Fresno Unified could take a giant leap forward and be the leader, a trailblazer, a light for education in California and in our country.

Anecdotal evidence:

I searched for hard data on non-grading systems and came up with very little. However, below is some anecdotal evidence.

Non-grading is used successfully in five accredited universities: Alverno College (Milwaukee WI), Hampshire College (Amherst MA), Antioch University (Los Angeles CA), Sarah Lawrence College (Bronxville NY), and Reed College (Portland OR).

Early in my teaching career, I taught seventh and eighth grades. When an outstanding ninth grader was given an elective, I welcomed them to my English classes as tutors. Students accepted them readily. They mixed with the younger students seamlessly, added much to the classes, and helped with no concern for grading.

My favorite class while I was in public school was Mr. Montgomery's plane geometry class. He announced that we did not have to cover the book and paced the class so every student could achieve. Each chapter of the textbook ended with three groups of questions labeled: Easy, Medium, and Difficult. At home, I did the easy propositions. They were fun, so I did the medium. In turn, I did the difficult—on every chapter. I enjoyed solving them. I never thought about my grade or anyone else's.

Terry Allen, a musician, a noted Western artist, was an art instructor at Fresno State University. On the first day he announced, "Everyone has already passed." We were assured of credit—a comfort to those who, like me, took the class for credit towards a teacher's credential. He explained, "We're here to make art." We were to create our own tasks.

We introduced ourselves, a somewhat prosaic process which became memorable when one student, a short man in his 30s, announced his name, and in a smug tone, declared that he knew nothing about art, didn't like it, and was there solely for the credit. Terry tried to calm the man down.

Each Friday we had "show and tell." About halfway into the course, the little man who hated art and was only there for the credit stood before the class. He held up a paper that was about 3' x 4' and proceeded to unfold until it was twice that size. He explained in painful detail how he had colored half of it with various crayons, folded it, and ironed it, producing a mirror image that was not bad to look at. He described it as if it were a Picasso masterpiece.

I eventually imitated Terry in my junior high classes by announcing at the beginning of a semester, "Everyone in the class had a C. Anyone who wants an A or B should just work harder." After that grades were not mentioned.

Yet, FUSD required grades, so late in my teaching career, I determined grades in this way: I asked students, "Put your name on a slip of paper and number to 3. On line one, write the grade that would make their parents happy. On line two, you know how mean I can be. Put on this line what grade you think I'm going to give you."

Then, "On line three, think about the class, how much you have learned, how hard you have worked. On that line put down the grade you think you have earned." Most students gave themselves the same grade I had in mind already.

Steve Hay taught in a non-grading junior high and high school in the Fremont Open Plan, a charter school in Modesto CA. He said, "I included entrepreneurship practices by having students teach each other origami figurines, pricing them, marketing (talking up your figures). I showed

them how to time their productivity with consumption, then they bought and sold their work with fake money. All played to turn a profit. They were competitors, and things weren't set up to equalize outcomes.

“An administrator came in during this lesson and insisted all students get equal profit. But that's not how capitalism works. I realized it would take a completely new mindset to allow teachers to teach the way they would like.” Hay observed that many of his students were children of teachers working in the traditional system. They preferred his method over the one they had to use.

One friend offered this observation about special needs students. “My son attends Sutherland Center in Kerman, CA, a school for children with physical and mental disabilities. There is not a letter grading system in place at this school. It takes a lot of pressure off me as a parent. I can root for him and be happy when teachers tell me the goals he has achieved. Teachers see him as an individual who has needs they want to help him meet.”

Wayland Bryant Jackson, Retired
Fresno Unified School District
2203 West Norwich Avenue
Fresno CA 93705-1230
559 346 9908

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Provisional Internship Permits

ITEM DESCRIPTION: Included for Board consideration and approval are Provisional Internship Permit recommendations to rehire or hire upon Board approval.

Site principals recommended to Human Resources to retain or hire the following teachers in their positions of 2023/24 due to a shortage of fully credentialed teachers. They are all working toward completing the required classes/exams by the end of 2023/24.

Recommendations for PIP hires:

| Name | Site | Subject |
|------------------------------|--------------------------|---------------------|
| Parker Medina, Mariah Nicole | Lincoln Elementary | Multiple Subject |
| Rasmussen, Natalie | Anthony Elementary | SPED M/M |
| Chaviara, Ashley M. | Hoover High | Physical Education |
| Gonzalez, Alexis Francesca | Bullard High | SPED M/M |
| Paredes, David Alberto | Rutherford Gaston Middle | Social Science |
| Owens, Doni | Holland Elementary | SPED M/M |
| Rios, Cassandra | Lincoln Elementary | SPED ESN, MMSN ER |
| Flores, Cristin | Edison High | SPED M/M |
| Moua, Cassandra Amichi | Bullard High | Biological Sciences |
| Gross, Nicole Jenna | Edison High | Science: Chemistry |
| Pineda, Kathy | Slater Elementary | Multiple subject |
| Castillo, Maria | Lane Elementary | Multiple Subject |
| Murrill, Rosyln | Hamilton Elementary | Multiple Subject |
| Willis, McKyle | Terronez Middle | Multiple Subject |

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

PREPARED BY: Malati Gopal

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

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

ITEM DESCRIPTION: Included for Board consideration and approval are Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2023/24 school year. Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidates referenced below are working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

| Name | Site | Credential/BCLAD Language |
|--------------------------|------------------------|---------------------------|
| Verduzco, Alexandra | Wawona | BCLAD: SPANISH |
| Hernandez Perez, Lizbeth | Hidalgo Elementary | BCLAD: SPANISH |
| Lopez, Susana | Leavenworth Elementary | BCLAD: SPANISH |
| Carrillo Perez, David | Winchell Elementary | BCLAD: SPANISH |
| Lopez, Susana | Leavenworth Elementary | BCLAD: SPANISH |
| Castillo, Maria | Lane Elementary | BCLAD: SPANISH |

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

PREPARED BY: Malati Gopal

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

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 Variable Term Waivers for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included for Board consideration and approval are Variable Term Waivers for Career Technical Education Credential Holders.

Recommendations for Variable Term Waivers:

The Commission on Teacher Credentialing has stated the Preliminary Career Technical Education (CTE) credential holders should be issued a Variable Term Waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner Authorization stated on their credential document until the CTE program is completed and the clear credential is issued.

This request is to seek approval to place the teachers below on a Variable Term Waiver for the English Learner Authorization:

| Name | Site | Subjects |
|------------------------|------------------|---|
| Jones, Antione | Computech Middle | CTE: Computer Science |
| Corazzini, Tracie Lynn | Hoover High | CTE: Building and Construction trades, Engineering & Architecture |
| Therampilly, Alexis | Bullard High | CTE: Arts/Media/Entertainment |

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

PREPARED BY: Malati Gopal

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

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 Budget Revision No. 2 for Fiscal Year 2023/24

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 2 for fiscal year 2023/24. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 2 for fiscal year 2023/24:

- Adjustments for actual beginning balances as presented in the 2022/23 Unaudited Actual Financial Report approved by the Board on September 13, 2023
- Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$121.8 million at June 30, 2024.

PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen
Chief Financial Officer

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





Unrestricted General Fund Adjustments and Revisions – Unaudited Actuals

Unaudited Actuals – As presented in the 2022/23 Unaudited Actuals Financial Report approved by the Board on September 13, 2023, the 2023/24 beginning balance is adjusted to the 2022/23 actual balance. In addition, the unrestricted ending balance includes: Facilities one-time projects of \$4.6 million in addition to carryover adjustment for departments and adjustment from the Committed Fund Balance for Supplemental and Concentration actual carryover decrease of \$4.0 million.

Program Adjustments to 2023/24 Budget Recommended for Approval

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

- In accordance with current FASTA bargaining agreement, the 2023/24 daily teachers substitute pay rate increases from \$200 to \$205 – \$2.1 million
- In accordance with the CSEA 125 side letter to increase Special Education paraprofessionals to 197 days and from 6 hours to 7 hours per day and increase paraprofessionals rate by \$2.50 per hour for selected pay grades offset by adopted budget recommendations to change paraprofessionals from 3 hours to 6 hours and reduce 1.0 FTE Director, 1.0 FTE Manager II and 1.0 FTE Assistant Superintendent – net \$7.4 million
- Matching funds for the San Joaquin Valley Air Pollution grant to support bus charging infrastructure and air purifier systems – \$123,000
- Increase Home-to-School Transportation revenue for 2023/24 – \$4.0 million
- Strike Readiness –
 - Allocate funds for Curriculum – \$2.0 million
 - Substitute hiring/orientation – \$410,000
 - Health Services – \$451,000
 - Safety & Security – \$176,000
- Serving siblings breakfast at elementary schools – \$30,000

Grant Revisions

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

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|---|-----------------------------------|--------------------------|-------------------------------|---------------------------|-------------|
| 21ST Century Comm Learn Ctr | \$1,157,077 | \$137,506 | - | \$1,294,583 | \$137,506 |
| After School Education & Safety Program (ASES) | 15,429,436 | 1,396,814 | - | 16,826,250 | 1,396,814 |
| A-G Access/Success Grant | 3,378,197 | (1,812,341) | - | 1,565,856 | (1,812,341) |
| A-G Learning Loss Mitigation Grant | | 1,762,409 | - | 1,762,409 | 1,762,409 |
| American Rescue Plan - Homeless Children and Youth II | 783,157 | 42,843 | - | 826,000 | 42,843 |
| California Career Technical Education Incentive Grant Program | 6,278,848 | 265,916 | - | 6,544,764 | 265,916 |
| California Community Schools Partnership Program: CCSPP | 46,890 | (46,890) | 1,400,895 | 1,400,895 | 1,354,005 |
| California Newcomer Education and Well-Being Project | 437,003 | 11,278 | - | 448,281 | 11,278 |
| California Partnership Academies-CTE Initiative | 139,371 | 15,659 | - | 155,030 | 15,659 |
| Classified School Employee Prof Dev Block Grant | 243,409 | (57,175) | - | 186,234 | (57,175) |
| Classified Schools Employee Grant | 144,000 | 16,219 | - | 160,219 | 16,219 |
| Community Redevelopment | 944,720 | 1,832,958 | - | 2,777,678 | 1,832,958 |
| Dual Enrollment Opportunities | - | - | 900,000 | 900,000 | 900,000 |
| Early Math Initiative Program | - | 30,084 | - | 30,084 | 30,084 |
| Elementary and Secondary School Emergency Relief III | 248,830,208 | 9,561,948 | - | 258,392,156 | 9,561,948 |
| ESSA: Comprehensive Support & Improvement (CSI) | 2,661,039 | 505,483 | - | 3,166,522 | 505,483 |
| ESSA: Title I, Part C, Migrant Education (MESRP) | 13,628 | - | 1,372 | 15,000 | 1,372 |
| Ethnic Studies Block Grant | 502,712 | (10,326) | - | 492,386 | (10,326) |
| Expanded Learning Opportunities Grant | - | 153,027 | - | 153,027 | 153,027 |
| Expanded Learning Opportunities Program | 123,770,478 | 2,607,002 | - | 126,377,480 | 2,607,002 |
| Fresno Pacific Teacher Quality Partnership Program | 783,452 | (90,054) | - | 693,398 | (90,054) |
| Hartford Grant | - | 25 | - | 25 | 25 |
| High Schools: Local Grants | 44,978 | (1,500) | 15,000 | 58,478 | 13,500 |
| IASA: Title I Basic Grants Low | 74,842,863 | 369,830 | - | 75,212,693 | 369,830 |
| IASA: Title I Migrant Ed Regular | 594,950 | - | 90,228 | 685,178 | 90,228 |
| IASA: Title I Migrant Ed Summer | 172,800 | - | (60,550) | 112,250 | (60,550) |

Budget Revision No. 2, 2023/24

October 18, 2023

Page 4

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|---|-----------------------------------|--------------------------|-------------------------------|---------------------------|------------|
| Idea Basic Local Aid: Special Ed | 11,680,212 | 608,587 | - | 12,288,799 | 608,587 |
| IDEA Basic Local Assistance Entitlement-Special Ed | 3,982,076 | 433,880 | - | 4,415,956 | 433,880 |
| IDEA Part B - Supporting Inclusive Practices Preschool | 15,000 | 18,898 | - | 33,898 | 18,898 |
| IDEA Special Ed Preschool Early Intervention | 351,872 | 56,978 | - | 408,850 | 56,978 |
| K16 Collaboration | - | - | 1,063,000 | 1,063,000 | 1,063,000 |
| Kitchen Infrastructure & Training Funds | 11,582 | 623,232 | - | 634,814 | 623,232 |
| Kitchen Infrastructure & Training Funds 2022 ^(A) | - | 7,671,941 | - | 7,671,941 | 7,671,941 |
| Kitchen Infrastructure and Training Funds - Food Service | 232,014 | (77,289) | - | 154,725 | (77,289) |
| Learning Communities for School Success Program | 942,377 | (546,308) | - | 396,069 | (546,308) |
| Learning Recovery Emergency Block Grant | 20,616,000 | 17,493,069 | - | 38,109,069 | 17,493,069 |
| Literacy Coaches & Reading Specialist Grant | 2,396,623 | 7,189,871 | - | 9,586,494 | 7,189,871 |
| Lottery: Instructional Materials | 4,356,474 | 5,274,926 | - | 9,631,400 | 5,274,926 |
| Lucille Packard Children Center Grant | 1,228,712 | 431,156 | - | 1,659,868 | 431,156 |
| Mental Health Related Services | 5,101,922 | (171,883) | - | 4,930,039 | (171,883) |
| National University Teacher Quality Partnership Program | 1,841,375 | 190,713 | (13,556) | 2,018,532 | 177,157 |
| NGPF - Café Grant | - | - | 130,000 | 130,000 | 130,000 |
| Ongoing & Major Maintenance Account | 45,528,268 | 750,000 | - | 46,278,268 | 750,000 |
| Partnership Academies | 491,569 | 9,134 | - | 500,703 | 9,134 |
| Public Ed fund | 44,822 | 2,532 | - | 47,354 | 2,532 |
| San Joaquin Community Air Grant ^(B) | - | - | 658,985 | 658,985 | 658,985 |
| SB 117 COVID-19 LEA Response Funds | 1,169,792 | (129,731) | - | 1,040,061 | (129,731) |
| Special Ed: Local Grants | 1,469,179 | (37,058) | - | 1,432,121 | (37,058) |
| Special Ed: American Rescue Plan | - | 1,042,097 | - | 1,042,097 | 1,042,097 |
| Special Ed: American Rescue Plan, Preschool | - | 57,602 | - | 57,602 | 57,602 |
| Special Ed: IDEA Mental Health Allocation Plan | 792,003 | 134,267 | - | 926,270 | 134,267 |
| Special Education Early Intervention Grant | 5,177,728 | 469,473 | - | 5,647,201 | 469,473 |
| Strong Workforce Program | 3,997,507 | (60,564) | - | 3,936,943 | (60,564) |
| Title II - Teacher Quality | 11,251,576 | (32,283) | - | 11,219,293 | (32,283) |

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|--|-----------------------------------|--------------------------|-------------------------------|---------------------------|---------------------|
| Title III - Immigrant | - | 379 | 103,483 | 103,862 | 103,862 |
| Title III - Limited English Proficient | 2,231,411 | 595,759 | 16,761 | 2,843,931 | 612,520 |
| Transition to Teaching | 6,370,442 | (164,063) | - | 6,206,379 | (164,063) |
| Unbound Learning | - | 1,154 | - | 1,154 | 1,154 |
| Wallace Foundation | 3,189,407 | 4,424 | (720,000) | 2,473,831 | (715,576) |
| Restricted -- General Fund Totals | \$612,494,674 | \$58,538,656 | \$3,585,618 | \$677,812,779 | \$62,128,698 |

(A) Transfer of the Kitchen Infrastructure & Training Funds 2022 results in a restatement to the beginning fund balance – \$7.7 million

(B) Matching funds for grant which includes bus charging infrastructure and air purifier systems

Other Funds

Other Funds Beginning Balance – The table below reflects the 2023/24 revised beginning balance for all funds (in millions). Adjustments will be made to the expense budgets to allocate or reduce funds accordingly.

| Fund (in millions) | 2023/24 Adopted Budget Beginning Fund Balance | 2023/24 Revision No. 2 Beginning Fund Balance | Net Change |
|-------------------------------------|---|---|------------|
| Adult Education | \$2.09 | \$1.40 | (\$0.69) |
| Adult Education Building | \$2.09 | \$1.99 | (\$0.10) |
| Associated Student Body | \$2.70 | \$2.71 | \$0.01 |
| Bond Interest and Redemption | \$120.72 | \$120.33 | (\$0.39) |
| Cafeteria | \$21.88 | \$28.21 | \$6.33 |
| Capital Facilities (Developer Fees) | \$3.67 | \$3.42 | (\$0.25) |
| Child Development | \$0.67 | \$0.71 | \$0.04 |
| County School Facility | \$22.94 | \$50.12 | \$27.18 |
| Deferred Maintenance | \$0.00 | \$0.00 | \$0.00 |
| Defined Benefits | \$10.72 | \$11.00 | \$0.28 |
| Health | \$95.59 | \$99.51 | \$3.92 |
| Liability | \$2.62 | \$1.40 | (\$1.22) |
| Measure X, Series D | \$0.85 | \$16.25 | \$15.40 |
| Measure M, Series A | \$2.43 | \$5.94 | \$3.51 |
| Measure M, Series B | \$115.40 | \$121.64 | \$6.24 |
| Retiree Benefits | \$65.83 | \$69.77 | \$3.94 |
| Special Reserve for Capital Outlay | \$2.62 | \$2.75 | \$0.13 |
| Workers' Compensation | (\$2.31) | \$1.94 | \$4.25 |

Adult Education Fund – Budget Revision No. 2 reflects an increase in expenses of \$6,132 for adjustments for actual carryover and award adjustments.

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|---|-----------------------------------|--------------------------|-------------------------------|---------------------------|----------------|
| Adult Education Apportionment | \$238,113 | \$20,251 | \$0 | \$258,364 | \$20,251 |
| Adult Education Block Grant | 7,119,009 | (314,906) | 491,029 | 7,295,132 | 176,123 |
| CalWORKs for Adult Education | 1,053,899 | (210,018) | - | 843,881 | (210,018) |
| Citizenship and Integration Direct Services Grant Program | - | 19,776 | - | 19,776 | 19,776 |
| Total | \$8,411,021 | (\$484,897) | \$491,029 | \$8,417,153 | \$6,132 |

Children's Center Fund – Budget Revision No. 2 reflects an increase in expenses of \$4.9 million for adjustments for actual carryover and award adjustments.

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|---|-----------------------------------|--------------------------|-------------------------------|---------------------------|--------------------|
| CA Prekindergarten Planning and Implementation Grant | \$3,930,182 | \$213,502 | - | \$4,143,684 | \$213,502 |
| CD: ARP California State Preschool Program One-time Stipend | 665,494 | 47,954 | - | 713,448 | 47,954 |
| CSPP Quality Rating & Improvement System Block Grant | 875,961 | 268,713 | - | 1,144,674 | 268,713 |
| Dual Language Learners Professional Development Grant | 1,000,000 | 287,185 | (60,000) | 1,227,185 | 227,185 |
| FCSS Early Educator Teacher Development Grant | - | 708,912 | 588,685 | 1,297,597 | 1,297,597 |
| Fresno EOC Head Start Partnership | 1,400,820 | 469,739 | - | 1,870,559 | 469,739 |
| Inclusive Early Education Expansion Grant | 4,242,191 | 2,312,794 | - | 6,554,985 | 2,312,794 |
| Licensed Care Facility Stabilization Stipend | - | 104,259 | - | 104,259 | 104,259 |
| Total | \$12,114,648 | \$4,413,058 | \$528,685 | \$17,056,391 | \$4,941,743 |

Cafeteria Fund – Budget Revision No. 2 reflects an increase in expenses of \$2.5 million for adjustments for actual carryover and award adjustments. In addition, a transfer of the Kitchen Infrastructure & Training funds, which were recognized in the Cafeteria Fund and should have been recognized in the General Fund, results in a restatement of the beginning balance of \$7.7 million.

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

| Name | 2023/24 Current Budget Allocation | 2022/23 Carryover Amount | 2023/24 Adjusted Award Amount | Revised Budget Allocation | Change |
|----------------------------|-----------------------------------|--------------------------|-------------------------------|---------------------------|--------------------|
| CalSHAPE Plumbing Program | \$0 | \$185,247 | - | \$185,247 | \$185,247 |
| No Kids Hungry Funds | 67,771 | 3,511 | - | 71,282 | 3,511 |
| Specialty Crop Block Grant | 66,194 | 64,517 | - | 130,711 | 64,517 |
| Supply Chain Assistance | - | 2,206,323 | - | 2,206,323 | 2,206,323 |
| Total | \$133,965 | \$2,459,598 | - | \$2,593,563 | \$2,459,598 |

Health Fund – Budget Revision No. 2 recognizes the Joint Health Management Board’s (JHMB) revised adopted budget approved by JHMB on September 19, 2023 and include the following updates.

- Update COLA to the employer contributions to reflect the latest guidance
- Updated claims projections utilizing the most recent data through June 2023
- Updated medical and dental projections to include the approved plan enhancements for 2024
- Updated Rx costs for rebates being paid quarterly beginning in 2024 instead of applied at point of sale
- Updated 2024 rates for several vendors based on the actual 2024 renewals received since the original budget projection

**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 2**

| DESCRIPTION | 2023/24 ADOPTED BUDGET | 2023/24 CURRENT BUDGET | 10/18/2023 2023/24 BUDGET REVISION No. 2 | DIFFERENCE BETWEEN CURRENT AND BR No. 2 | DIFFERENCE BETWEEN ADOPTED AND BR No. 2 |
|--|------------------------------|------------------------------|---|--|--|
| Revenues | | | | | |
| LCFF Sources | \$ 1,010,168,593 | \$ 1,010,168,593 | \$ 1,010,168,593 | \$ - | \$ - |
| Federal Revenues | 369,696,729 | 369,696,729 | 383,348,022 | 13,651,293 | 13,651,293 |
| Other State Revenues | 298,165,335 | 299,295,059 | 307,127,417 | 7,832,358 | 8,962,082 |
| Other Local Revenues | 25,509,251 | 25,509,251 | 28,935,076 | 3,425,825 | 3,425,825 |
| Total Revenues | \$ 1,703,539,908 | \$ 1,704,669,632 | \$ 1,729,579,108 | \$ 24,909,476 | \$ 26,039,200 |
| Expenditures | | | | | |
| Certificated Salaries | \$ 555,456,237 | \$ 554,585,917 | \$ 566,070,039 | \$ 11,484,122 | \$ 10,613,802 |
| Classified Salaries | 211,422,210 | 211,989,699 | 223,658,367 | 11,668,668 | 12,236,157 |
| Employee Benefits | 481,912,759 | 482,118,596 | 488,370,349 | 6,251,753 | 6,457,590 |
| Book and Supplies | 110,872,361 | 110,354,042 | 148,164,855 | 37,810,813 | 37,292,494 |
| Services & Operating | 211,088,452 | 212,811,666 | 216,684,369 | 3,872,703 | 5,595,917 |
| Capital Outlay | 248,259,734 | 248,073,234 | 251,825,518 | 3,752,284 | 3,565,784 |
| Other Outgo | 4,459,153 | 4,459,153 | 3,939,153 | (520,000) | (520,000) |
| Direct/Indirect Costs | (2,507,911) | (2,507,911) | (2,654,583) | (146,672) | (146,672) |
| Total Expenditures | \$ 1,820,962,995 | \$ 1,821,884,396 | \$ 1,896,058,067 | \$ 74,173,671 | \$ 75,095,072 |
| Other Sources/(Uses) | | | | | |
| Transfers In | \$ 5,186,409 | \$ 5,186,409 | \$ 5,186,409 | \$ - | \$ - |
| Transfers Out | (9,156,409) | (9,156,409) | (9,156,409) | - | - |
| Other Sources | - | - | - | - | - |
| Other Uses | - | - | - | - | - |
| Restricted Contribution | - | - | - | - | - |
| Total Sources/(Uses) | \$ (3,970,000) | \$ (3,970,000) | \$ (3,970,000) | \$ - | \$ - |
| Net Increase/Decrease in Fund Balance | \$ (121,393,087) | \$ (121,184,764) | \$ (170,448,959) | \$ (49,264,195) | \$ (49,055,872) |
| Beginning Fund Balance - Unaudited Audit Adjustment | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 497,319,627 | \$ 497,319,627 | \$ 553,873,864 | \$ 56,554,237 | \$ 56,554,237 |
| Beginning Balance | \$ 497,319,627 | \$ 497,319,627 | \$ 553,873,864 | \$ 56,554,237 | \$ 56,554,237 |
| Restatement of Beginning Balance | \$ - | \$ - | \$ 7,671,941 | \$ 7,671,941 | \$ 7,671,941 |
| Ending Fund Balance | \$ 375,926,540 | \$ 376,134,863 | \$ 391,096,846 | \$ 14,961,983 | \$ 15,170,306 |
| Components of Ending Balance | | | | | |
| Revolving Cash | \$ 70,050 | \$ 70,050 | \$ 43,534 | \$ (26,516) | \$ (26,516) |
| Stores | 2,670,900 | 2,670,900 | 3,028,901 | 358,001 | 358,001 |
| Prepaid Expense | 1,812,091 | 1,812,091 | 2,189,659 | 377,568 | 377,568 |
| Other Commitments | 152,900,000 | 152,900,000 | 153,900,000 | 1,000,000 | 1,000,000 |
| Assigned: Other Assignments | - | - | - | - | - |
| Restricted | 79,612,068 | 79,612,068 | 110,094,999 | 30,482,931 | 30,482,931 |
| Reserve for Economic Uncertainties | 138,861,431 | 139,069,754 | 121,839,753 | (17,230,001) | (17,021,678) |
| Reserve Level % | 7.59% | 7.60% | 6.40% | | |
| Total Ending Fund Balance | \$ 375,926,540 | \$ 376,134,863 | \$ 391,096,846 | \$ 14,961,983 | \$ 15,170,306 |

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

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

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

**UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 2**

| DESCRIPTION | 2023/24 | 2023/24 | 10/18/2023 | DIFFERENCE | DIFFERENCE |
|--|-------------------|-------------------|--------------------------|--------------------|--------------------|
| | ADOPTED BUDGET | CURRENT BUDGET | BUDGET REVISION No. 2 | BETWEEN CURRENT | BETWEEN ADOPTED |
| | UNRESTRICTED | UNRESTRICTED | UNRESTRICTED | AND BR No. 2 | AND BR No. 2 |
| Revenues | | | | | |
| LCFF Sources | \$ 1,010,168,593 | \$ 1,010,168,593 | \$ 1,010,168,593 | \$ - | \$ - |
| Federal Revenues | - | - | - | - | - |
| Other State Revenues | 19,968,032 | 20,672,756 | 24,699,003 | 4,026,247 | 4,730,971 |
| Other Local Revenues | 14,722,410 | 14,722,410 | 14,722,410 | - | - |
| Total Revenues | \$ 1,044,859,035 | \$ 1,045,563,759 | \$ 1,049,590,006 | \$ 4,026,247 | \$ 4,730,971 |
| Expenditures | | | | | |
| Certificated Salaries | \$ 398,111,129 | \$ 397,240,809 | \$ 398,902,968 | \$ 1,662,159 | \$ 791,839 |
| Classified Salaries | 124,109,668 | 124,677,157 | 125,158,535 | 481,378 | 1,048,867 |
| Employee Benefits | 263,092,578 | 263,298,415 | 263,723,592 | 425,177 | 631,014 |
| Book and Supplies | 45,660,116 | 45,141,797 | 47,586,948 | 2,445,151 | 1,926,832 |
| Services & Operating | 111,200,285 | 112,923,499 | 114,232,403 | 1,308,904 | 3,032,118 |
| Capital Outlay | 26,406,181 | 26,219,681 | 25,474,588 | (745,093) | (931,593) |
| Other Outgo | 1,634,795 | 1,634,795 | 1,634,795 | - | - |
| Direct/Indirect Costs | (17,237,361) | (17,237,361) | (18,202,726) | (965,365) | (965,365) |
| Total Expenditures | \$ 952,977,391 | \$ 953,898,792 | \$ 958,511,103 | \$ 4,612,311 | \$ 5,533,712 |
| Other Sources/(Uses) | | | | | |
| Transfers In | \$ 30,000 | 30,000 | 30,000 | \$ - | \$ - |
| Transfers Out | (1,500,000) | (1,500,000) | (1,500,000) | - | - |
| Other Sources | | | | | |
| Other Uses | | | | | |
| Restricted Contribution | \$ (129,564,143) | \$ (129,564,143) | \$ (136,996,805) | \$ (7,432,662) | \$ (7,432,662) |
| Total Sources/(Uses) | \$ (131,034,143) | \$ (131,034,143) | \$ (138,466,805) | \$ (7,432,662) | \$ (7,432,662) |
| Net Increase/Decrease in Fund Balance | \$ (39,152,499) | \$ (39,369,176) | \$ (47,387,902) | \$ (8,018,726) | \$ (8,235,403) |
| Beginning Fund Balance - Adopted | \$ 335,466,971 | \$ 335,466,971 | \$ 328,389,749 | \$ (7,077,222) | \$ (7,077,222) |
| Audit Adjustment | \$ - | \$ - | \$ - | \$ - | \$ - |
| Beginning Balance | \$ 335,466,971 | \$ 335,466,971 | \$ 328,389,749 | \$ (7,077,222) | \$ (7,077,222) |
| Ending Fund Balance | \$ 296,314,472 | \$ 296,097,795 | \$ 281,001,847 | \$ (15,095,948) | \$ (15,312,625) |

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 2**

| DESCRIPTION | 2023/24 | 2023/24 | 10/18/2023 | DIFFERENCE | DIFFERENCE |
|--|------------------------|------------------------|--------------------------|------------------------------------|------------------------------------|
| | ADOPTED BUDGET | CURRENT BUDGET | BUDGET REVISION No. 2 | BETWEEN CURRENT AND BR No. 2 | BETWEEN ADOPTED AND BR No. 2 |
| | RESTRICTED | RESTRICTED | RESTRICTED | | |
| Revenues | | | | | |
| LCFF Sources | \$ - | \$ - | \$ - | \$ - | \$ - |
| Federal Revenues | 369,696,729 | 369,696,729 | 383,348,022 | 13,651,293 | 13,651,293 |
| Other State Revenues | 278,197,303 | 278,622,303 | 282,428,414 | 3,806,111 | 4,231,111 |
| Other Local Revenues | 10,786,841 | 10,786,841 | 14,212,666 | 3,425,825 | 3,425,825 |
| Total Revenues | \$ 658,680,873 | \$ 659,105,873 | \$ 679,989,102 | \$ 20,883,229 | \$ 21,308,229 |
| Expenditures | | | | | |
| Certificated Salaries | \$ 157,345,108 | \$ 157,345,108 | \$ 167,167,071 | \$ 9,821,963 | \$ 9,821,963 |
| Classified Salaries | 87,312,542 | \$ 87,312,542 | 98,499,832 | 11,187,290 | 11,187,290 |
| Employee Benefits | 218,820,181 | \$ 218,820,181 | 224,646,757 | 5,826,576 | 5,826,576 |
| Book and Supplies | 65,212,245 | \$ 65,212,245 | 100,577,907 | 35,365,662 | 35,365,662 |
| Services & Operating | 99,888,167 | \$ 99,888,167 | 102,451,966 | 2,563,799 | 2,563,799 |
| Capital Outlay | 221,853,553 | \$ 221,853,553 | 226,350,930 | 4,497,377 | 4,497,377 |
| Other Outgo | 2,824,358 | \$ 2,824,358 | 2,304,358 | (520,000) | (520,000) |
| Direct/Indirect Costs | 14,729,450 | \$ 14,729,450 | 15,548,143 | 818,693 | 818,693 |
| Total Expenditures | \$ 867,985,604 | \$ 867,985,604 | \$ 937,546,964 | \$ 69,561,360 | \$ 69,561,360 |
| Other Sources/(Uses) | | | | | |
| Transfers In | 5,156,409 | 5,156,409 | 5,156,409 | - | - |
| Transfers Out | (7,656,409) | (7,656,409) | (7,656,409) | - | - |
| Other Sources | - | - | - | - | - |
| Other Uses | - | - | - | - | - |
| Restricted Contribution | 129,564,143 | 129,564,143 | 136,996,805 | 7,432,662 | 7,432,662 |
| Total Sources/(Uses) | \$ 127,064,143 | \$ 127,064,143 | \$ 134,496,805 | \$ 7,432,662 | \$ 7,432,662 |
| Net Increase/Decrease in Fund Balance | \$ (82,240,588) | \$ (81,815,588) | \$ (123,061,057) | \$ (41,245,469) | \$ (40,820,469) |
| Beginning Fund Balance - Adopted | \$ 161,852,656 | \$ 161,852,656 | \$ 225,484,115 | \$ 63,631,459 | \$ 63,631,459 |
| Beginning Balance | \$ 161,852,656 | \$ 161,852,656 | \$ 225,484,115 | \$ 63,631,459 | \$ 63,631,459 |
| Restatement of Beginng Balance | | | \$ 7,671,941 | \$ 7,671,941 | \$ 7,671,941 |
| Ending Fund Balance | \$ 79,612,068 | \$ 80,037,068 | \$ 110,094,999 | \$ 30,057,931 | \$ 30,482,931 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: **Adult Education Fund**

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 2,405,586 | 2,405,586 | 2,405,586 | 0 |
| 2000 | Classified Salaries | 1,720,311 | 1,720,311 | 1,720,311 | 0 |
| 3000 | Employee Benefits | 2,747,277 | 2,747,277 | 2,747,277 | 0 |
| 4000 | Books and Supplies | 2,209,883 | 1,965,671 | 1,780,538 | (185,133) |
| 5000 | Services and Other Operating | 1,082,371 | 1,303,788 | 1,494,911 | 191,123 |
| 6000 | Capital Outlay | 0 | 20,000 | 20,000 | 0 |
| 7000 | Other Outgo | 0 | 0 | 0 | 0 |
| | TOTAL BEFORE INDIRECT | 10,165,428 | 10,162,633 | 10,168,623 | 5,990 |
| 7300 | INDIRECT COSTS | 213,475 | 216,270 | 216,412 | 142 |
| | TOTAL APPROPRIATIONS | 10,378,903 | 10,378,903 | 10,385,035 | 6,132 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 1,266,057 | 1,266,057 | 1,285,833 | 19,776 |
| | STATE REVENUES | 6,657,513 | 6,657,513 | 7,148,542 | 491,029 |
| | LOCAL REVENUES | 546,771 | 546,771 | 546,771 | 0 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 8,470,341 | 8,470,341 | 8,981,146 | 510,805 |
| | Beginning Fund Balance | 2,088,646 | 2,088,646 | 1,403,889 | (684,757) |
| | Change to Fund Balance | (1,908,562) | (1,908,562) | (1,403,889) | 504,673 |
| | Ending Fund Balance | 180,084 | 180,084 | 0 | (180,084) |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: **Children Center Fund**

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 8,821,837 | 8,754,232 | 8,946,213 | 191,981 |
| 2000 | Classified Salaries | 5,827,220 | 5,827,220 | 5,857,670 | 30,450 |
| 3000 | Employee Benefits | 11,596,399 | 11,575,638 | 11,648,420 | 72,782 |
| 4000 | Books and Supplies | 2,655,553 | 3,399,569 | 7,899,242 | 4,499,673 |
| 5000 | Services and Other Operating | 7,883,952 | 4,893,404 | 4,895,718 | 2,314 |
| 6000 | Capital Outlay | 0 | 2,334,898 | 2,334,898 | 0 |
| 7000 | Other Outgo | 0 | 0 | 0 | 0 |
| | TOTAL BEFORE INDIRECT | 36,784,961 | 36,784,961 | 41,582,161 | 4,797,200 |
| 7300 | INDIRECT COSTS | 1,113,857 | 1,113,857 | 1,258,400 | 144,543 |
| | TOTAL APPROPRIATIONS | 37,898,818 | 37,898,818 | 42,840,561 | 4,941,743 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 1,414,020 | 1,414,020 | 1,641,205 | 227,185 |
| | STATE REVENUES | 33,491,666 | 33,491,666 | 37,569,585 | 4,077,919 |
| | LOCAL REVENUES | 2,327,638 | 2,327,638 | 2,916,323 | 588,685 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 37,233,324 | 37,233,324 | 42,127,113 | 4,893,789 |
| | Beginning Fund Balance | 665,494 | 665,494 | 713,448 | 47,954 |
| | Change to Fund Balance | (665,494) | (665,494) | (713,448) | (47,954) |
| | Ending Fund Balance | 0 | 0 | 0 | 0 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: Cafeteria Fund

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 17,249,074 | 17,249,074 | 17,249,074 | 0 |
| 3000 | Employee Benefits | 13,977,170 | 13,977,170 | 13,977,170 | 0 |
| 4000 | Books and Supplies | 28,622,597 | 28,622,597 | 30,891,450 | 2,268,853 |
| 5000 | Services and Other Operating | 4,040,913 | 4,040,913 | 4,044,424 | 3,511 |
| 6000 | Capital Outlay | 1,254,000 | 1,254,000 | 1,439,247 | 185,247 |
| 7000 | Other Outgo | 0 | 0 | 0 | 0 |
| | TOTAL BEFORE INDIRECT | 65,143,754 | 65,143,754 | 67,601,365 | 2,457,611 |
| 7300 | INDIRECT COSTS | 1,180,579 | 1,180,579 | 1,182,566 | 1,987 |
| | TOTAL APPROPRIATIONS | 66,324,333 | 66,324,333 | 68,783,931 | 2,459,598 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 53,236,467 | 53,236,467 | 55,507,307 | 2,270,840 |
| | STATE REVENUES | 10,740,409 | 10,740,409 | 10,929,167 | 188,758 |
| | LOCAL REVENUES | 1,203,616 | 1,203,616 | 1,203,616 | 0 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 65,180,492 | 65,180,492 | 67,640,090 | 2,459,598 |
| | Beginning Fund Balance | 15,147,925 | 15,147,925 | 17,228,874 | 2,080,949 |
| | Restatement of Fund Balance | | | (7,671,941) | (7,671,941) |
| | Change to Fund Balance | (1,143,841) | (1,143,841) | (1,143,841) | 0 |
| | Ending Fund Balance | 14,004,084 | 14,004,084 | 8,413,092 | (5,590,992) |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: Measure X-Series D

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 0 | 0 | 0 | 0 |
| 3000 | Employee Benefits | 0 | 0 | 0 | 0 |
| 4000 | Books and Supplies | 0 | 0 | 0 | 0 |
| 5000 | Services and Other Operating | 23,000 | 23,000 | 23,000 | 0 |
| 6000 | Capital Outlay | 0 | 0 | 0 | 0 |
| 7000 | Other Outgo | 149,275 | 149,275 | 16,640,811 | 16,491,536 |
| | TOTAL BEFORE INDIRECT | 172,275 | 172,275 | 16,663,811 | 16,491,536 |
| 7300 | INDIRECT COSTS | 0 | 0 | 0 | 0 |
| | TOTAL APPROPRIATIONS | 172,275 | 172,275 | 16,663,811 | 16,491,536 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 0 | 0 | 0 | 0 |
| | STATE REVENUES | 0 | 0 | 0 | 0 |
| | LOCAL REVENUES | 87,603 | 87,603 | 412,603 | 325,000 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 87,603 | 87,603 | 412,603 | 325,000 |
| | Beginning Fund Balance | 84,672 | 84,672 | 16,251,208 | 16,166,536 |
| | Change to Fund Balance | (84,672) | (84,672) | (16,251,208) | (16,166,536) |
| | Ending Fund Balance | 0 | 0 | 0 | 0 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: Measure M-Series A

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 0 | 0 | 0 | 0 |
| 3000 | Employee Benefits | 0 | 0 | 0 | 0 |
| 4000 | Books and Supplies | 0 | 0 | 0 | 0 |
| 5000 | Services and Other Operating | 0 | 0 | 0 | 0 |
| 6000 | Capital Outlay | 0 | 0 | 0 | 0 |
| 7000 | Other Outgo | 2,430,504 | 2,430,504 | 6,063,259 | 3,632,755 |
| | TOTAL BEFORE INDIRECT | 2,430,504 | 2,430,504 | 6,063,259 | 3,632,755 |
| 7300 | INDIRECT COSTS | 0 | 0 | 0 | 0 |
| | TOTAL APPROPRIATIONS | 2,430,504 | 2,430,504 | 6,063,259 | 3,632,755 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 0 | 0 | 0 | 0 |
| | STATE REVENUES | 0 | 0 | 0 | 0 |
| | LOCAL REVENUES | 0 | 0 | 118,000 | 118,000 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 0 | 0 | 118,000 | 118,000 |
| | Beginning Fund Balance | 2,430,504 | 2,430,504 | 5,945,259 | 3,514,755 |
| | Change to Fund Balance | (2,430,504) | (2,430,504) | (5,945,259) | (3,514,755) |
| | Ending Fund Balance | 0 | 0 | 0 | 0 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: Measure M-Series B

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 0 | 0 | 0 | 0 |
| 3000 | Employee Benefits | 0 | 0 | 0 | 0 |
| 4000 | Books and Supplies | 0 | 0 | 0 | 0 |
| 5000 | Services and Other Operating | 0 | 0 | 0 | 0 |
| 6000 | Capital Outlay | 0 | 0 | 0 | 0 |
| 7000 | Other Outgo | 117,042,172 | 117,042,172 | 123,687,696 | 6,645,524 |
| | TOTAL BEFORE INDIRECT | 117,042,172 | 117,042,172 | 123,687,696 | 6,645,524 |
| 7300 | INDIRECT COSTS | 0 | 0 | 0 | 0 |
| | TOTAL APPROPRIATIONS | 117,042,172 | 117,042,172 | 123,687,696 | 6,645,524 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 0 | 0 | 0 | 0 |
| | STATE REVENUES | 0 | 0 | 0 | 0 |
| | LOCAL REVENUES | 1,645,483 | 1,645,483 | 2,045,483 | 400,000 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 1,645,483 | 1,645,483 | 2,045,483 | 400,000 |
| | Beginning Fund Balance | 115,396,689 | 115,396,689 | 121,642,213 | 6,245,524 |
| | Change to Fund Balance | (115,396,689) | (115,396,689) | (121,642,213) | (6,245,524) |
| | Ending Fund Balance | 0 | 0 | 0 | 0 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: County School Facility Fund

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 1,221,551 | 1,221,551 | 1,221,551 | 0 |
| 3000 | Employee Benefits | 650,198 | 650,198 | 650,198 | 0 |
| 4000 | Books and Supplies | 2,843,288 | 4,200,439 | 4,200,439 | 0 |
| 5000 | Services and Other Operating | 35,881,234 | 38,934,276 | 38,934,276 | 0 |
| 6000 | Capital Outlay | 53,674,506 | 49,264,313 | 75,024,128 | 25,759,815 |
| 7000 | Other Outgo | 0 | 0 | 0 | 0 |
| | TOTAL BEFORE INDIRECT | 94,270,777 | 94,270,777 | 120,030,592 | 25,759,815 |
| 7300 | INDIRECT COSTS | 0 | 0 | 0 | 0 |
| | TOTAL APPROPRIATIONS | 94,270,777 | 94,270,777 | 120,030,592 | 25,759,815 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 0 | 0 | 0 | 0 |
| | STATE REVENUES | 0 | 0 | 0 | 0 |
| | LOCAL REVENUES | 600,000 | 600,000 | 600,000 | 0 |
| | OTHER SOURCES | 114,476,042 | 114,476,042 | 160,360,148 | 45,884,106 |
| | TOTAL REVENUES | 115,076,042 | 115,076,042 | 160,960,148 | 45,884,106 |
| | Beginning Fund Balance | 22,941,138 | 22,941,138 | 50,117,062 | 27,175,924 |
| | Change to Fund Balance | 20,805,265 | 20,805,265 | 40,929,556 | 20,124,291 |
| | Ending Fund Balance | 43,746,403 | 43,746,403 | 91,046,618 | 47,300,215 |

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 18, 2023

FUND: **Health Fund**

| OBJECT | ACCOUNT TITLE | Adopted BUDGET | Current BUDGET | Revised BUDGET | Net Change BUDGET |
|------------------------|------------------------------|-------------------|-------------------|-------------------|----------------------|
| APPROPRIATIONS: | | | | | |
| 1000 | Certificated Salaries | 0 | 0 | 0 | 0 |
| 2000 | Classified Salaries | 692,640 | 692,640 | 617,551 | (75,089) |
| 3000 | Employee Benefits | 361,887 | 361,887 | 376,711 | 14,824 |
| 4000 | Books and Supplies | 12,710 | 12,710 | 6,048 | (6,662) |
| 5000 | Services and Other Operating | 188,233,414 | 188,233,414 | 196,383,269 | 8,149,855 |
| 6000 | Capital Outlay | 0 | 0 | 0 | 0 |
| 7000 | Other Outgo | 2,000,000 | 2,000,000 | 2,000,000 | 0 |
| | TOTAL BEFORE INDIRECT | 191,300,651 | 191,300,651 | 199,383,579 | 8,082,928 |
| 7300 | INDIRECT COSTS | 0 | 0 | 0 | 0 |
| | TOTAL APPROPRIATIONS | 191,300,651 | 191,300,651 | 199,383,579 | 8,082,928 |
| REVENUES: | | | | | |
| | REVENUE LIMIT SOURCES | 0 | 0 | 0 | 0 |
| | FEDERAL REVENUES | 0 | 0 | 0 | 0 |
| | STATE REVENUES | 0 | 0 | 0 | 0 |
| | LOCAL REVENUES | 238,731,960 | 238,731,960 | 241,857,877 | 3,125,917 |
| | OTHER SOURCES | 0 | 0 | 0 | 0 |
| | TOTAL REVENUES | 238,731,960 | 238,731,960 | 241,857,877 | 3,125,917 |
| | Beginning Fund Balance | 95,589,324 | 95,589,324 | 99,508,173 | 3,918,849 |
| | Change to Fund Balance | 47,431,309 | 47,431,309 | 42,474,298 | (4,957,011) |
| | Ending Fund Balance | 143,020,633 | 143,020,633 | 141,982,471 | (1,038,162) |

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-8

AGENDA SECTION: A

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

ACTION REQUESTED: A

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

TITLE AND SUBJECT: Approve Agreement with Cullinan Education Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with Cullinan Education Center. Cullinan will provide daily afterschool literacy tutoring at ten elementary schools for four hours per day during the 2023/24 school year. Cullinan Tutors will be able to work with up to 75 students at each site in the course of the 2023/24 school year. Participating elementary schools include Bullard Talent, Del Mar, Starr, Pyle, Malloch, Hidalgo, Tatarian, Adams, Aynesworth, and Kirk.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,456,250 are available in the Elementary and Secondary School Emergency Relief Fund from College & Career Readiness.

PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Cullinan Education Center

Contractor's Contact Person: Joanne Cullinan

Contractor's Title: President

Contractor's Telephone
Number: 559-435-3276

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

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

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

1. Contractor Services. Contractor agrees to provide

- Wages for tutors, supervisors, and clerical
- 30- Tutors
- 10-Supervisors,
- 2- Project Managers, Administrative Staff
- 3- Substitute Tutors
- Payroll Taxes
- Insurance
- Workers Compensation
- Wages for sick pay
- All preparation and training for new hires (teachers) prior to the start of the school year
- Daily planning for lessons
- Supervisor mileage fees
- Substitute teacher wages
- Administrative Training fees as needed
- Wages for teacher during training
- Printing expenses for the overall cost of the project
- Replacement storage cabinets
- Computers for teachers and supervisors
- Retention fees for employees
- Cullinan Education Center will provide all Orton Gillingham Curriculum. Including:
- 40-Instructional Manual
- 40-Phase I lesson plans
- 40-Phase 11 lesson plans
- 40-Keyword Picture Book

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

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

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

5. Incidental Expenses. Yes (See below) No, Vendor initial here *JL*

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 2,456,250.
- f. Other _____

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

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

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

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

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

Contractor's initials *JL* District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials JC District's initials SS

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

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

District:

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

Contractor: Cullinan Education Center

Name: Joanne Cullinan

Address:

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

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

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

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

DISTRICT

Fresno Unified School District
Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Cullinan Education Center


Name: Joanne Cullinan , Title: President

9-14-23
Date

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



Sep 28, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 Agreement with Every Neighborhood Partnership

ITEM DESCRIPTION: Included in the Board binders is an agreement with Every Neighborhood Partnership (ENP) utilizing Literacy Campaign Funds. ENP will provide daily afterschool literacy tutoring at six elementary schools for four hours per day during the 2023/24 school year. Participating elementary schools include Anthony, Jackson, Columbia, Heaton, Powers-Ginsburg, and Krik. Students receiving literacy services will be assessed and reported by ENP to school sites at the beginning and end of the program in an Executive Summary.

The starting date for ENP agreements is listed as October 23, 2023, but the scope of work includes an earlier starting date. This is because ENP has offered to work voluntarily until each region has developed and shared its literacy plan which now includes an ENP agreement in them.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$370,342 are available in the School Leadership Regional Literacy Fund for Bullard, Edison, Hoover, and Roosevelt regions.

PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

25035

Vendor Number

Every Neighborhood Partnership

1719 L St. Fresno CA 93721

Vendor Name

Address

559-400-7310

Jenessa Cheema

Phone Number

Vendor Contact

From: 10/23/2023

Through: 6/05/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness

559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-7435-0617-1972-1110-5891 \$123,447. 60-7435-0617-1971-1110-5891 \$123,447.
060-7435-0617-1975-1110-5891 \$61,724. 060-7435-0617-1977-1110-5891 \$61,724.

Annual Cost \$ 370,342.00

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:

Reading-focused after school program led by college students to engage and encourage our young readers. Mentors also see students in one-on-one daytime Literacy Mentoring and Saturday Sports at the same school site so they build relationships all week. 1 mentor to 8 students ratio. 3 mentors per day = 24 students per class maximum Curriculum focused for students reading at a K-2nd grade level. Students tested using Slosson Oral Reading Test, see 2022-23 data results at the end of this proposal. ENP Read Fresno data (results) from 2022-2023 detailed on page 4. Program runs Monday-Thursday flexible timing, ideally a 2.5 hour session.

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

Date Item is to appear on Board of Education Agenda: 10/18/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

9/29/2023

Signed

Date

Reviewed & approved by Risk Management

Oct 2, 2023

Signed

Date

Reviewed & approved by Department Head

Jeremy Ward (Sep 18, 2023 11:13 PDT)

Signed

Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7435-0617-1972-1110-5891 060-7435-0617-1971-1110-5891
060-7435-0617-1975-1110-5891 060-7435-0617-1977-1110-5891

District Contact Person: Jeremy Ward

Budget Manager Approval: Jeremy Ward Jeremy Ward (Sep 15, 2023 11:13 PDT)

Contractor's Vendor Name: Every Neighborhood Partnership

Contractor's Contact Person: Jenessa Cheema

Contractor's Title: School Support Director

Contractor's Telephone
Number: 559-400-7310

Contractor's E-mail: Jenessa@everyneighborhood.org

Contractor's Address: 1719 L St. Fresno CA 93721

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

1. Contractor Services. Contractor agrees to provide

Reading-focused after school program led by college students to engage and encourage our young readers. Mentors also see students in one-on-one daytime Literacy Mentoring and Saturday Sports at the same school site so they build relationships all week.

1 mentor to 8 students ratio, 3 mentors per day = 24 students per class maximum

Curriculum focused for students reading at a K-2nd grade level. Students tested using Slosson Oral Reading Test, see 2022-23 data results at the end of this proposal.

BNP Read Fresno data (results) from 2022-2023 detailed on page 4. Program runs Monday-Thursday flexible timing, ideally a 2.5 hour session.

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

3. Term. This Agreement shall begin on 10/23/23, and shall terminate on 06/05/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed 370342. Checks will be made payable to Every Neighborhood Partnership. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. Yes (See below) No, Vendor initial here JC

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 370342
- f. Other _____

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

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

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

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

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

Contractor's initials JC District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

15. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
16. **Insurance.** Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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


 Contractor's initials JC District's initials SS

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

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

District:

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

Contractor: Every Neighborhood Partnersh

Name: Jenessa Cheema

Address:

1719 L St.
Fresno CA 93721

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

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

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

DISTRICT

Fresno Unified School District
Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Every Neighborhood Partnership



*Name:*Jenessa Cheema , *Title:*School Support Director

09/15/2023

Date

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



Oct 2, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Recruitment Alley

ITEM DESCRIPTION: Included in the Board binders is an agreement with Recruitment Alley. Recruitment Alley will provide classroom support for students receiving special education services. The support will be provided through 100 paraeducator, paraprofessional, and paramedical staff as needed throughout the district due to vacancies. Paraeducators, paraprofessionals, and paramedical staff will work no more than six hours per day for no more than 134 days, at the rate of \$40.00 an hour for paraeducator and paraprofessional staff and \$45.00 an hour for paramedical staff.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$3,216,000.00 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31778

Vendor Number

Recruitment Alley

2505 W Shaw Ave., Suite 150 Fresno, Ca 93711

Vendor Name

559.250.2057

Address

Alley Her

Phone Number

Vendor Contact

From: 10/19/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Dr. Tangee Pinheiro

Special Education

559.457.3220

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-6500-0785-5760-1110-5110

Annual Cost \$ 3,216,000.00 (Contract will not be authorized to exceed this amount w/

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

Scope of Work Summary:

Paraeducator and paraprofessional support for special education classrooms to fill unfilled classroom positions. The vendor will not solicit services directly. Special Education administration will be responsible for referring contracted staff to site administrators.

100 paraeducators or paraprofessionals at \$40.00/hour and paramedical staff at \$45.00/hour for 6 hours per day for no more than 134 days = 3,216,000.00

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

Date Item is to appear on **Board of Education Agenda:** 10/18/23 Will this contract be submitted with **Bundled Contracts?** No
(Contracts of \$15,000.00 or more)

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

9/20/2023
Date

Reviewed & approved by **Risk Management**

Sep 20, 2023
Date

Reviewed & approved by **Department Head**

9/20/2023
Date

Please return signed agreement back to (name/email) : Malarie Silos, malarie.silos@fresnounifi



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Special Education

060-6500-0785-5760-1110-5110

District Contact Person: Dr. Tangee Pinheiro

Budget Manager Approval:

Contractor's Vendor Name: Recruitment Alley LLC

Contractor's Contact Person: Alley Her

Contractor's Title: Chief Executive Officer

Contractor's Telephone

Number: 559.250.2057

Contractor's E-mail: Alley@recruitmentalley.com

Contractor's Address: 2505 W Shaw Ave., Suite 150, Fresno, Ca 93711

This Independent Contractor Services Agreement is made and entered into effective 10/19/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Recruitment Alley LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Paraeducator and professional support for special education classrooms to fill unfilled classroom positions. The vendor will not solicit services directly. Special Education administration will be responsible for referring contracted staff to site administrators.

100 paraeducators or paraprofessionals at \$40.00/hour and paramedical staff at \$45.00/hour for 6 hours per day for no more than 134 days, including mileage = 3,216,000.00

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

3. Term. This Agreement shall begin on 10/19/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 40.00 per hour, Not to exceed \$ 3,216,000.00. Checks will be made payable to Recruitment Alley LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. Yes (See below) No, Vendor initial here AY

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 3,216,000.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials AY District's initials [Signature] SS

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

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

15. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
- b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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


 Contractor's initials ADH District's initials [Signature] SS

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

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

District:

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

Contractor: Recruitment Alley

Name: Alley Her

Address:

2505 W. Shaw Ave. Suite 150
Fresno, Ca 93711

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

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

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

DISTRICT

Fresno Unified School District

CONTRACTOR

Recruitment Alley LLC

Patrick Jensen, Chief Financial Officer

Alley Her
Name: Alley Her , Title: Chief Executive Officer

Date

Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Sep 20, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 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 Renewal Agreement with Halcyon Behavioral, LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Halcyon Behavioral, LLC to provide behavioral and mental health administration services for eligible active employees and retirees.

Services provided through Halcyon’s network of benefit providers are associated with the assessment, diagnosis, treatment, or counseling to assist individuals in alleviating mental or emotional illness, symptoms, conditions, or disorders.

The recommendation for approval is the result of extending the previous contract an extra year through December 31, 2024. The renewal specifically addresses Halcyon’s administrative fee for their services to the Joint Health Management Board’s (JHMB) members. The renewal includes a “rate hold” for the calendar year 2024 of \$3.00 per employee per month. The projected annual cost for services effective January 01, 2024, is approximately \$590,000.

These services align with the JHMB’s established goals and responsibilities for providing high-quality healthcare to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$590,000 are available in the Health Internal Service Fund.

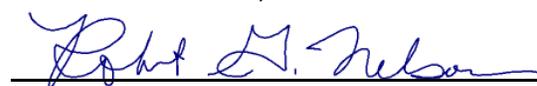
PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen
Chief Financial Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

| | | | | | |
|--|--|---------------------------------|--|--------------------------------|--|
| Vendor Number | | Halcyon Behavioral, LLC | | PO BOX 25159, FRESNO, CA 93729 | |
| Vendor Name | | <i>Address</i> JEREMY OSWALD | | | |
| Phone Number | | <i>Vendor Contact</i> | | | |
| From: 1/1/2024 | | Through: 12/31/2024 | | | |
| Term (Duration) | | | | | |
| FUSD Contract Administrator: STEVEN SHUBIN | | Benefits/Payroll Department | | 559-457-3539 | |
| <i>Name</i> | | <i>Site/ Dept</i> | | <i>Telephone number</i> | |
| Budget (Fund-Unit-Dept.-Activity-Function-Object) | | 670-0841-0880-0000-6000-5852 | | | |

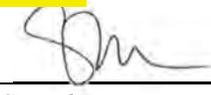
Annual Cost \$ 590,000.00 (Estimated Amount)

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

Scope of Work Summary:
Halcyon Behavioral Services for the provision of behavioral and mental health administration services for eligible active employees and retirees.

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:** 10/18/23 *(Contracts of \$15,000.00 or more)* Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Department Head:**  09/21/2023
Signed *Date*

Reviewed & approved by **Cabinet Level Officer**
Signed *Date*

Reviewed & approved by **Risk Management**  Sep 26, 2023
Signed *Date*

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

FOURTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(HALCYON BEHAVIORAL - FRESNO UNIFIED SCHOOL DISTRICT)

THIS FOURTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2024 (the “Effective Date”), by and between HALCYON BEHAVIORAL, LLC, a California limited liability company, and FRESNO UNIFIED SCHOOL DISTRICT (the “Group”). HALCYON BEHAVIORAL and Group are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party.”

BACKGROUND

- A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2020 (the “Management Services Agreement”).
- B. This Agreement was amended effective January 1, 2020 to clarify that in the event of contract termination, there would be no additional fee to process claims incurred but not reported prior to the termination of the agreement (run-out claims).
- C. This Agreement was amended effective January 1, 2020 to update the Business Associate Addendum (“BAA”) and effective March 1, 2021 to update who is to receive “Notices” for purposes of contract information.
- D. This Agreement was amended effective January 1, 2023 to extend the agreement to December 31, 2023.
- E. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current management service fee and Agreement provisions effective January 1, 2024 and through December 31, 2024, in accordance with Section 5.3 of the Agreement.

AGREEMENT

The current management service fee paid to Halcyon by Group, through Delta Health Systems, shall remain in effect through December 31, 2024, for the following services:

Mental Health and Substance Abuse administration including management, utilization management, authorization, pre-certification, provider panel, claims process, repricing and services for employees enrolled in the PPO medical plans.

“HALCYON BEHAVIORAL”

“Group”

FRESNO UNIFIED SCHOOL DISTRICT

By: _____



By: _____

Its: President

Its: Chief Financial Officer

Approved As To Form



Sep 26, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Renewal Agreement with Physmetrics, LLC

ITEM DESCRIPTION: Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services for benefit-eligible employees and retirees.

Chiropractic services were first implemented with Physmetrics beginning in February 2009. Acupuncture services were added to the program in May 2014. The chiropractic benefit plan covers both Aetna and Kaiser members. As Kaiser members receive an acupuncture benefit through their medical plan, only Aetna PPO members are covered by the Physmetrics acupuncture plan.

Physmetrics provides a network of contracted providers, negotiates discounts with providers, reports utilization data, and provides cost containment services to the plan to verify medical necessity.

The renewal agreement provides services effective January 01, 2024, through December 31, 2024. The cost of services during this renewal period will remain unchanged from the current pricing for the duration of this renewal. The administrative fee for chiropractic services is \$0.95 per eligible plan employee per month and for acupuncture services is \$0.29 per eligible plan employee per month. The total annual cost of administrative fees for all enrolled members is approximately \$260,000.

These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$260,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

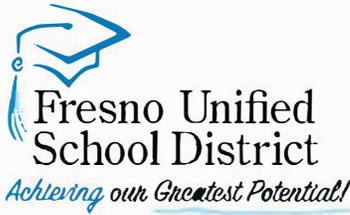
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen
Chief Financial Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

| | | |
|--|--------------------------------------|-------------------------|
| Vendor Number PhysMetrics, LLC | PO BOX 25220 FRESNO, CA 93729 | |
| Vendor Name | Address JEREMY OSWALD | |
| Phone Number | Vendor Contact | |
| From: 1/1/2024 | Through: 12/31/2024 | |
| Term (Duration) | | |
| FUSD Contract Administrator: Steven Shubin | Benefits/Payroll Department | 559-457-3539 |
| <i>Name</i> | <i>Site/ Dept</i> | <i>Telephone number</i> |
| Budget (Fund-Unit-Dept.-Activity-Function-Object) | 670-0841-0880-0000-6000-5852 | |

Annual Cost \$ 260,000.00 (Estimated Amount)

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

Scope of Work Summary:
PhysMetrics to administer chiropractic and acupuncture services on behalf of the benefit-eligible employees and retirees.

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: 10/18/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:  09/21/2023
Signed Date

Reviewed & approved by Cabinet Level Officer
Signed Date

Reviewed & approved by Risk Management:  Sep 26, 2023
Signed Date

Please return signed agreement back to (name/email) : Christina Everitt christina.everitt@fresnounified.org

THIRD AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS THIRD AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2024 (the "Effective Date"), by and between PHYSMETRICS, LLC, a California limited liability company, dba ChiroMetrics Administrators ("PHYSMETRICS"), and FRESNO UNIFIED SCHOOL DISTRICT (the "Group"). PHYSMETRICS and Group are sometimes collectively referred to herein as the "Parties" or singularly by their individual names or as a "Party."

BACKGROUND

- A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2021 (the "Management Services Agreement").
B. This Agreement was amended effective January 1, 2022 to extend the agreement to December 31, 2022. The Agreement was again amended effective January 1, 2023 to extend the agreement to December 31, 2023.
C. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current rates and provisions effective January 1, 2024 and through December 31, 2024, in accordance with Section 5.3 of the Agreement.

AGREEMENT

Fresno Unified School District, through Delta Health Systems, will pay to PhysMetrics a premium for each eligible enrollee as follows:

Chiropractic Services for employees enrolled in the PPO medical plans and Kaiser HMO - Management - Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing: \$0.95 Per Employee Per Month (PEPM).

Acupuncture Services for employees enrolled in the PPO medical plans - Management - Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing: \$0.29 Per Employee Per Month (PEPM).

Provided that PHYSMETRICS continues to provide Management Services for both the chiropractic and acupuncture benefits of Group, this management fee premium shall remain in effect through December 31, 2024, commencing on the Effective Date.

"PHYSMETRICS"

"Group"

PHYSMETRICS, LLC, a California limited liability company

FRESNO UNIFIED SCHOOL DISTRICT

By: [Signature] 3252EDE328C9477...

By: _____

Its: President

Its: Chief Financial Officer

Approved As To From

[Signature]

Sep 26, 2023

Stacey Sandoval, Executive Director Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a list of three 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 service equipment, and replacement cameras and parts for school bus cameras.

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. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

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.





PIGGYBACK BACKUP SUPPLEMENTAL LIST
OCTOBER 18, 2023 BOARD MEETING

| Supplier and Primary Location | | Piggyback Contract Name (and Cooperative Agency Name, if applicable) | Lead Agency | Estimated Annual \$ | Purpose of Piggyback | Additional Information (pricing structure, examples of items purchasing) |
|-------------------------------|---|--|-------------------------------------|---------------------|---|---|
| 1. | Community Playthings Ulster Park, NY | Foundation for California Community Colleges Contract: 00007789 Furniture, Fixtures, and Equipment (FF&E) and Services | The California State University, CA | \$500,000 | Allows the District to purchase a wide variety of early learning furniture through cooperative purchase power economies of scale. Replaces contract # CB-148-18 that expired on 8/31/2023 | The contract covers the full catalog of early learning furniture. Pricing based on annual price list. |
| 2. | CKEP USA, LLC Tucson, AZ | Omnia Partners Contract: 23FS4 Foodservice Equipment, Smallwares, and Parts | Frederick County Public Schools | \$400,000 | For the purchase of food service equipment for Nutrition Services Department | Milk coolers, heated cabinets, freezers, food slicers, ice makers, and dish washers. |
| 3. | Faber Communications Agoura Hills, CA | The Interlocal Purchasing System (TIPS) Contract: 230205 Bus and Other Transportation Vehicle Parts and Service | Region 8 ESC-TX | \$300,000 | This piggyback leverages our ability to purchase replacement cameras and parts for repairs of cameras on school busses | Price list available |
| 4. | Strategic Equipment (Trimark USA) Lewisville, TX | Sourcewell Contract: 063022-SES Food Service Equipment, smallwares and supplies | Sourcewell | \$300,000 | Purchase of food service equipment for Nutrition Services Department. | Up to 60% off various manufacturer list price. Milk coolers, reach in refrigerators, dish washers, etc. |

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 23-30S3, Curriculum, Instruction and Professional Learning Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 22-30S3. The Board approved the RFQ on March 22, 2023, and a supplemental round to add vendors on August 08, 2023, 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. The qualification term started July 01, 2023, and ends June 30, 2026, with a maximum term date up to June 30, 2028. All vendor(s) who qualified will be added to the existing qualified list and will use the same term start and end date.

These current vendor designations result from additional vendor proposals occurring after the initial vendor designations. All vendor designations are consistent with the evaluation and selection process set forth in the RFQ. Approval of these additional vendors will not impact the anticipated project cost of more than the \$11,385,840 for the Curriculum, Instruction and Professional Learning Department previously submitted for board approval.

- Category A, Curriculum (35 qualified vendors) - Estimated amount \$4,863,996
- Category B, Professional Learning (37 qualified vendors) - Estimated amount \$5,135,845
- Category C, Indirect/Direct Student Services (16 qualified vendors) - Estimated amount \$1,386,000

Success of programs will be measured via a return-on-investment process currently being developed in collaboration between several departments. We anticipate periodic metrics will be established and monitored through the end of each contract based on expectations of services being provided.

Purchase orders for services provided by approved vendors are presented to the Board for ratification on monthly reports. The RFQ, vendor proposals and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$11,385,840 are available in the Curriculum, Instruction, and Professional Learning Fund and site budget.

PREPARED BY: Marie Williams, Ed.D.,

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 23-30S3, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S3: Category A - Curriculum

| | |
|---|-----------------------------|
| 95 Percent Group, LLC | (Chicago, Illinois) |
| Attainment Company, Inc. | (Varona, Wisconsin) |
| Avenues for Change Holocaust and Genocide Education | (Fresno, California) |
| Aztec Software, LLC | (Morristown, New Jersey) |
| Benchmark Education Company, LLC | (New Rochelle, New York) |
| BlueWonder Creative | (Nashville, Tennessee) |
| Braintrust Tutors, Inc. | (Los Angeles, California) |
| Breakout Inc. | (Old Bethpage, New York) |
| California State University, Fresno Foundation | (Fresno, California) |
| Committee for Children | (Seattle, Washington) |
| Discovery Education, Inc. | (Charlotte, North Carolina) |
| DreamBox Learning, Inc. | (Bellevue, Washington) |
| Dynamic Learning Experiences, LLC | (Cherry Hill, New Jersey) |
| Eedi, Ltd. | (Dover, Delaware) |
| Encyclopaedia Britannica, Inc. | (Chicago, Illinois) |
| Freedom Learning Group | (Lake Mary, Florida) |
| High School E-sports League, Inc. | (Kansas City, Missouri) |
| Just Right Reader, Inc. | (San Francisco, California) |
| Kincade Productions, LLC | (San Francisco, California) |
| Legacy Business Hub | (Fresno, California) |
| LEGO Brand Retail, Inc. dba LEGO Education US | (Enfield, Connecticut) |
| Literacy Resources, LLC | (Oakpark, Illinois) |
| MGT of America Consulting, LLC | (Sacramento, California) |
| National Inventors Hall of Fame, Inc. | (North Canton, Ohio) |
| n2y, LLC | (Huron, Ohio) |
| Nucleus Robotics, LLC | (Los Angeles, California) |
| Reading Heart | (Fresno, California) |
| Reading Horizons | (Kaysville, Utah) |
| Ripple Effects, Inc. | (Seattle, Washington) |
| Sown To Grow, Inc. | (Oakland, California) |
| Teaching Lab | (Washington, DC) |
| ThinkCERCA | (Chicago, Illinois) |
| Tri CPR, LLC | (Fresno, California) |
| Uxbridge On-Line, Inc. DBA Easy Math for Kids | (Uxbridge, Ontario, Canada) |
| Writing by Design | (Fallbrook, California) |

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S3, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S3: Category B – Professional Learning

| | |
|---|-----------------------------|
| 95 Percent Group, LLC | (Chicago, Illinois) |
| Attainment Company, Inc. | (Varona, Wisconsin) |
| Benchmark Education Company, LLC | (New Rochelle, New York) |
| BlueWonder Creative | (Nashville, Tennessee) |
| Braintrust Tutors, Inc. | (Los Angeles, California) |
| Breakout Inc. | (Old Bethpage, New York) |
| Breathe For Change, Inc. | (San Francisco, California) |
| Bright Morning Consulting, Inc. | (Oakland, California) |
| Californians for Justice | (Fresno, California) |
| Committee for Children | (Seattle, Washington) |
| Discovery Education, Inc. | (Charlotte, North Carolina) |
| District Management Group, LLC | (Boston, Massachusetts) |
| Dr. Olivia Lynch | (Redford, Michigan) |
| Dynamic Learning Experiences, LLC | (Cherry Hill, New Jersey) |
| Encyclopaedia Britannica, Inc. | (Chicago, Illinois) |
| Envision Education Inc., dba Envision Learning Partners | (Oakland, California) |
| Hickey Associates & Hickey | (Roseville, California) |
| High School E-sports League, Inc. | (Kansas City, Missouri) |
| Keys to Literacy | (Rowley, Massachusetts) |
| Leadership Associates, LLC | (Glendora, California) |
| LEGO Brand Retail, Inc. dba LEGO Education US | (Enfield, Connecticut) |
| Literacy Resources, LLC | (Oakpark, Illinois) |
| MGT of America Consulting, LLC | (Sacramento, California) |
| National Inventors Hall of Fame, Inc. | (North Canton, Ohio) |
| n2y, LLC | (Huron, Ohio) |
| Novak Educational Consulting, Inc. | (Groton, Massachusetts) |
| Nucleus Robotics, LLC | (Los Angeles, California) |
| Reading Heart | (Fresno, California) |
| Reading Horizons | (Kaysville, Utah) |
| Sown To Grow, Inc. | (Oakland, California) |
| Teaching Lab | (Washington, DC) |
| The Arbinger Institute, LLC | (Farmington, Utah) |
| Tri CPR, LLC | (Fresno, California) |
| Uxbridge On-Line, Inc. DBA Easy Math for Kids | (Uxbridge, Ontario, Canada) |
| WorkED, INC. | (Fresno, California) |
| Writing by Design | (Fallbrook, California) |
| Zaner-Bloser, Inc. | (Grandview Heights, Ohio) |

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S3, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING
SERVICES

RFQ 23-30S3: Category C – Indirect/Direct Student Services

| | |
|--|-----------------------------|
| Breakout, Inc. | (Old Bethpage, New York) |
| Californians for Justice | (Fresno, California) |
| Community Media Access Collaborative | (Fresno, California) |
| Dynamic Learning Experiences, LLC | (Cherry Hill, New Jersey) |
| Encourage Tomorrow | (Fresno, California) |
| Guevara Arts and Leadership, LLC | (Clovis, California) |
| Junior Achievement of Northern California | (Walnut Creek, California) |
| Lion and Fox, LLC | (Fresno, California) |
| MGT of America Consulting, LLC | (Sacramento, California) |
| Middle Tree Incorporated | (Claremont, California) |
| Reading Heart | (Fresno, California) |
| San Joaquin River Parkway and Conservation Trust, Inc. | (Fresno, California) |
| Truly Reviving Our Youth | (Fresno, California) |
| Tutorfly Holdings, Inc. | (Farmers Branch, Texas) |
| Uxbridge On-Line, Inc. DBA Easy Math for Kids | (Uxbridge, Ontario, Canada) |
| WorkED, INC. | (Fresno, California) |

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL23-0501-9811

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0501-9811. 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.





FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

| | | | |
|---|--|---|-----------------------------|
| <p style="text-align: center;">INSTRUCTIONS</p> <ul style="list-style-type: none"> Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2). Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). Read entire Claim Form before filing. Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET) | | <p>RESERVED FOR FILING STAMP CLAIM NO: _____</p> <p style="font-size: 2em; color: blue; opacity: 0.5;">RECEIVED</p> <p style="font-size: 1.2em; color: blue;">SEP 22 2023</p> <p style="font-size: 0.8em; color: blue;">BENEFITS AND RISK MANAGEMENT FRESNO UNIFIED SCHOOLS</p> | |
| 1. Name of Claimant <i>MINOR</i> | | 2. Birthdate of Claimant <i>MINOR</i> | |
| 3. Home Address of Claimant <i>MINOR</i> | | 4. Home Telephone Number () <i>MINOR</i> | |
| 5. Business Address of Claimant <i>N/A</i> | | 6. Business Telephone Number <i>N/A</i> | |
| 7. Give Address of which you desire notices or communication to be sent regarding this claim: <i>MINOR</i> | | | |
| 8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: <i>A Few weeks before graduation, while testing, the teachers asked my <u>mom</u> to remove <u>minor</u> watch. <u>mom</u> got up and put it in <u>minor</u> backpack. After testing students grabbed their bags one by one, by the time <u>minor</u> got <u>minor</u> bag, <u>minor</u> checked to get watch and it was gone.</i> | | | |
| 9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: <i>May of 2023 during testing days.</i> | | | |
| 10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. This took place at Fresno High School located at 1839 N. Echo in Fresno 93704. While testing in Royce Hall Class room for testing. | | | |
| 11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: No one in particular, but my <u>mom</u> should have not had to take <u>minor</u> watch off. This was sentimental value, it was given to my <u>mom</u> for doing so well in school. <u>minor</u> been depressed about it since, and it has not been turned in. → | | | |
| 12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910[f]) <i>\$ 550.00 we do have photos and receipts from <u>mom</u>'s.</i> | | | |
| 13. Insurance payments received, if any, and name(s) of insurance company: <i>NO</i> | | | |
| 14. Expenditures made on account of DAMAGE or INJURY (Date - Item): <i>NO</i> | | | |
| 15. Name and address of Witnesses, Doctors and Hospitals: <i>N/A</i> | | | |
| 16. Signature of Claimant or person filing:  | | 17. Typed Name (Relationship to Claimant) <i>Mother</i> | 18. Date: <i>8/31/23</i> |

NOTE: Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: Every person who with intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

ont...

1. The teachers in the room during testing were

This was a pretty pricey gift and therefore my *minion* never took it off anywhere but home. We gave it to *minion* on April 29th. as *minion* Senior Graduation gift. I was informed to contact USD because nothing more could be done at FHS. They spoke to all students and no-one seen anything.

The Principle asked me to talk to Mr. Leal (Vice Principle) which didn't help any.

Mrs. Moya

Mr. Xiong

} The two Counselors in the room during testing.

I just feel that the school should be responsible for making my *minion* remove *minion* watch. It was not an I Watch or Apple Watch - ~~so~~ *minion* couldn't possibly cheat.

Macy's account transactions (cont.)

| Transaction Date | Description | Location | Amount |
|------------------|--|----------|-----------------|
| May 19 | LUXURY WATCHES&JEWELRY - MENS BRACELET | FRESNO | \$525.00 |
| | CHARITY | | \$0.16 |
| | SALES TAX | | \$43.84 |
| | OTHER PAY TYPE | | -\$119.00 |
| | RECEIPT TOTAL | | \$450.00 |

Fees

| Transaction Date | Description | Amount |
|------------------|-----------------------------------|---------------|
| | TOTAL FEES FOR THIS PERIOD | \$0.00 |

Interest Charged

| Transaction Date | Description | Amount |
|------------------|---------------------------------------|---------------|
| Jun 08 | INTEREST CHARGE ON PURCHASES | \$8.81 |
| | TOTAL INTEREST FOR THIS PERIOD | \$8.81 |

| 2022 Totals Year-to-Date | |
|--------------------------------|---------|
| Total Fees Charged in 2022 | \$0.00 |
| Total Interest Charged in 2022 | \$31.96 |

Activity and Promotions Detail

| | Original Promotion Trans Amount | Promotion Trans Date | Previous Balance | Payments & Other Credits | Purchases, Cash Adv, Fees & Other Debits | Interest Charged | New Balance | Promotion Minimum Payment Due | Deferred Interest Charges | Promotion Expiration Date |
|-----------------------------|---------------------------------|----------------------|------------------|--------------------------|--|------------------|-----------------|-------------------------------|---------------------------|---------------------------|
| MACY'S ACCOUNT TRANSACTIONS | | | | | | | | | | |
| REGULAR | - | - | \$134.61 | -\$100.00 | \$450.00 | \$8.81 | \$493.42 | - | - | - |
| TOTAL | | | \$134.61 | -\$100.00 | \$450.00 | \$8.81 | \$493.42 | \$0.00 | \$0.00 | |

| Interest Charge Calculation | | Your Annual Percentage Rate (APR) is the annual interest rate on your account. | |
|-----------------------------|------------------------------|--|-----------------|
| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
| MACY'S ACCOUNT TRANSACTIONS | | | |
| REGULAR | 25.99% (V) | \$413.09 | \$8.81 |

(V) = Variable Rate

★ macy's STAR REWARDS | news

Macy's Wine Shop – OUR GIFT TO YOU – \$75 Wine Voucher (Code MCS836) to spend in our wine shop. Enjoy the same convenience and value you've come to expect from one of America's most trusted brands. Visit macyswineshop.com/MCS836 to get **\$75 off an expertly curated 6-bottle set with a waiter's corkscrew, plus FREE SHIPPING.** Includes a **gold-medal winning Cabernet Sauvignon, an award-winning Zinfandel, and an acclaimed California Chardonnay.** This tempting 6-bottle selection sells for \$125—but you'll pay just **\$52.50 (only \$8.75/bottle) plus FREE shipping** at macyswineshop.com/MCS836 (\$75 voucher will be automatically applied) or call (855) 966-2224.



Must be at least 21 years of age to order. Offer valid only for new customers. All orders are reviewed, accepted and fulfilled by licensed entities in the industry and applicable taxes are paid. Free shipping applies to orders of six or more bottles. In the unlikely event of a wine becoming unavailable, a substitute of similar style and of equal or greater value will be provided. Void where prohibited by law. See full terms & conditions online at macyswineshop.com/terms-and-conditions. Offer expires in 30 days. Department Stores National Bank is not responsible for this offer. Macy's Wine Shop is operated by Drinks Holdings, Inc. in conjunction with a licensed network. Please drink responsibly.

| Star Rewards | |
|-------------------------------|-------|
| Points earned 5/5/22 - 6/6/22 | 1,246 |
| Points Balance as of 6/6/22* | 525 |

*Current point balance does not include pending points or points earned for items shipped or delivered after the "as of" date. Visit macy.com/mystarrewardsto to see your current points balance.

Macy's Account statement

Questions or lost/stolen card?
Call Customer Service 1-866-593-2543 (TTY: 711)

Go to macy.com/credit to manage and pay your account online.

Account number ending in

| Summary of Account Activity | |
|-----------------------------|-----------------|
| Previous Balance | \$134.61 |
| Payments | -\$100.00 |
| Other Credits | -\$0.00 |
| Purchases/Other Debits | +\$450.00 |
| Fees Charged | +\$0.00 |
| Interest Charged | +\$8.81 |
| New Balance | \$493.42 |
| Past Due Amount | \$0.00 |

| | |
|-----------------------------|------------|
| Credit Limit | \$600.00 |
| Available Credit | \$106.00 |
| Statement Closing Date | 06/08/2022 |
| Next Statement Closing Date | 07/08/2022 |
| Days in Billing Cycle | 30 |

| Payment Information | | |
|---|--|---|
| New Balance | \$493.42 | |
| Minimum Payment Due | \$29.00 | |
| Payment Due Date | July 5, 2022 | |
| Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$40. | | |
| Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example: | | |
| If you make no additional charges using this card and each month you pay... | You will pay off the balance shown on this statement in about... | And you will end up paying an estimated total of... |
| Only the minimum payment | 22 months | \$622 |
| If you would like information about credit counseling services, call 1-877-337-8187 (TTY: 711). | | |

You can access and manage your credit card account whenever you want – just visit macy.com/credit or "Account" on Macy's mobile App to log in or set up your profile. From there, you can add your card and access online servicing to check your balance, make a payment, enroll in paperless statements and more.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

Macy's account transactions

| Transaction Date | Description | Location | Amount |
|------------------|---------------------|----------|-----------|
| May 28 | PAYMENT - THANK YOU | | -\$100.00 |



PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is Issued by Department Stores National Bank.

★ macy's
PO BOX 790003
ST. LOUIS, MO 63179-0003

Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at macy.com/credit, or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account number ending in

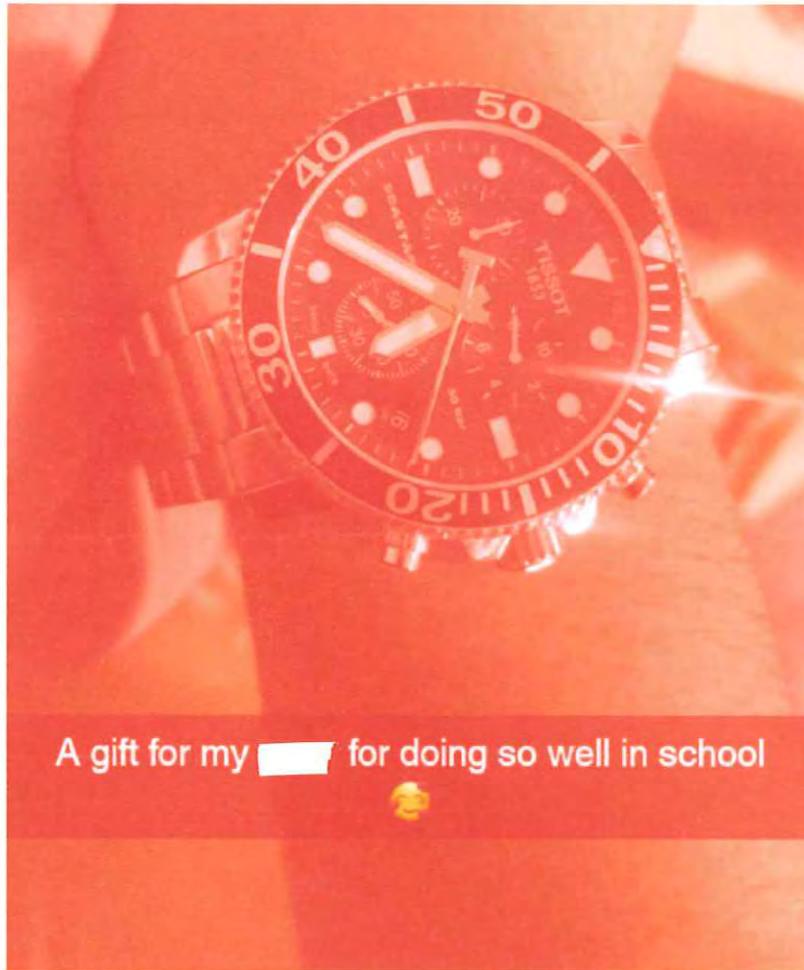
Payment Due Date July 5, 2022
New Balance \$493.42
Minimum Payment Due \$29.00

Amount Enclosed: \$

Make Check Payable to: Macy's
▼ Mail to address below ▼

Macy's
PO BOX 9001094
LOUISVILLE, KY 40290-1094

Your Statement Enclosed



A gift for my [redacted] for doing so well in school



Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Amendment to Agreement with Shifting Perspectives, LLC

ITEM DESCRIPTION: Included in the Board binders is an amendment to the service agreement with Shifting Perspectives, LLC. The original agreement in the amount of \$43,200 is increased to \$64,200 due to an increase in the number of participating staff. Services include a two-day summer institute, eight days of professional learning with co-administrators, a workshop, and a book study with a principals' cohort to develop equity-focused leadership.

In upcoming co-administrator sessions, participants will have an opportunity to engage in eight days of professional learning designed to enhance their skills in equity leadership. This program will build upon the foundational work of the summer institute and enable participants to develop their expertise in this critical area further and provide valuable insights and tools to help them become more effective equity leaders in their respective roles.

A Principals' cohort will be engaged in a workshop and book study to advance equity and inclusivity within their respective schools. This cohort will explore strategies and best practices to promote fairness and social justice for all students, regardless of their backgrounds or circumstances. Through their collective efforts, these leaders will work to create learning environments that foster a sense of belonging and enable all students to thrive academically and personally.

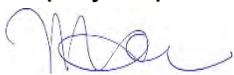
FINANCIAL SUMMARY: Sufficient funds in the amount of \$64,200 are available in the Leadership Development Budget.

PREPARED BY: Kimberly Villescaz

DIVISION: Leadership Development
PHONE NUMBER: (559) 457-3660

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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



NOT
FEDERAL FUNDING WILL BE USED

Board Approved
June 21, 2023
Agenda Item A-18



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

| | | |
|-------------------------------------|--|-------------------------|
| Vendor Number | | |
| Shifting Perspectives, LLC | 13509 S. 46th Street, Papillon, NB 68133 | |
| Vendor Name | <i>Address</i> | |
| 402-690-7734 | Jocelyn Boyd | |
| Phone Number | <i>Vendor Contact</i> | |
| From: 7/1/2023 | Through: 6/30/2024 | |
| Term (Duration) | | |
| FUSD Contract Administrator: | Leadership Development: | 457-3686 |
| Julia Severns, Rd.D. | <i>Site/ Dept</i> | <i>Telephone number</i> |
| Name | | |

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-0702-1110-2140-5899

Annual Cost ~~300,000~~ 404,200.00 (Contract will not be authorized to exceed this amount w/ 1/20/23)

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:

Six Equity Focused Leadership sessions over two days during the Summer Institute for CoAdministrators focused on defining equity focused leadership, conducting equity data reviews, and designing action plans.

A workshop and book study with a principal cohort focused on leading your school toward equity.

Eight days of professional learning to develop equity leadership in practice during CoAdministrator sessions, building upon the work of the Summer Institute.

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

Date item is to appear on Board of Education Agenda: ~~06/21/2023~~ 10/18/2023 ~~Will this contract be submitted with Budgeted Contracts? Yes/No~~

| | | |
|---|--------------------|-------------|
| Reviewed & approved by Cabinet Level Officer: | <i>[Signature]</i> | Date |
| | Signed | Oct 3, 2023 |
| Reviewed & approved by Risk Management | <i>[Signature]</i> | Date |
| | Signed | 5/29/2023 |
| Reviewed & approved by Department Head | <i>[Signature]</i> | Date |
| | Signed | Oct 2, 2023 |

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



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-0702-1110-2140-5899

District Contact Person: Julie Severis, Ed.D.

Budget Manager Approval: JULIE SEVERIS  (Oct 2, 2023 10:28 PDT)

Contractor's Vendor Name: Shifting Perspectives, L.L.C.

Contractor's Contact Person: Joceslyn Boyd

Contractor's Title: CoFounder

Contractor's Telephone Number: 402-690-7734

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

Contractor's Address: 13509 S. 46th Street, Papillon, NE 68133

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Shifting Perspectives, L.L.C. ("Contractor").

I. Contractor Services. Contractor agrees to provide

Six Equity Focused Leadership sessions over two days during the Summer Institute for CoAdministrators focused on defining equity focused leadership, conducting equity data reviews, and designing action plans.

A workshop and book study with a principal cohort focused on leading your school toward equity.

Eight days of professional learning to develop equity leadership in practice during CoAdministrator sessions, building upon the work of the Summer Institute.

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

3. Term. This Agreement shall begin on 7/1/2023, and shall terminate on 6/30/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$64,200 ^{SS} per SS, Not to exceed ~~\$42,200.00~~. Checks will be made payable to Shifting Perspectives, LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. Yes (See below) No, Vendor Initial here jsb

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service. ^{SS}
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$43,200.00
- f. Other _____ \$64,200 ^{SS} 7/20/23

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

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

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

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

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

Contractor's Initials jsb District's Initials SS

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

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- a. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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

Contractor's initials Job District's initials SS

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

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

District:

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

Contractor: Shifting Perspectives, LLC.

Name: Dwayne Chism /Jocelyn Boyd

Address: 13509 S. 46th St. Papillon, NE 68133

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

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

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

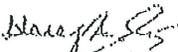
DISTRICT

Fresno Unified School District
Patrick Jensen, Interim Chief Financial Officer

 
Patrick Jensen (Jun 28, 2023 11:37 PDT) Kimberly Villalobos (Oct 2, 2023 10:28 PDT)

Jun 28, 2023 Oct 2, 2023
Date

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

 
Kimberly Villalobos (Oct 2, 2023 10:28 PDT)

5/29/2023 Oct 2, 2023
Date


Oct 3, 2023

CONTRACTOR

Shifting Perspectives, LLC.


Name: _____, Title: _____

April 27, 2023
Date

 7/28/23

Proposed Fresno Plan
Shifting Perspectives, LLC.



| | | |
|--|--|--|
| <p>Scope #1</p> <ul style="list-style-type: none"> ❖ AP Summer Institute | <p>Theme</p> <ul style="list-style-type: none"> ❖ Equity Focused Leadership <p>Outcomes</p> <ul style="list-style-type: none"> ❖ AP's will build coherence around what it means to be an equity-focused AP in Fresno. ❖ AP's will discuss/share key actions to impact equity through their current role. ❖ AP's will create an Action Plan to effectively leverage their leadership in supporting equity in their buildings. | <p>Day 1</p> <ul style="list-style-type: none"> ❖ (Session 1) Keynote Address: The Call for Equity Focused Leadership ❖ (Session 2) Leading Toward Equity: Walking the Talk <ul style="list-style-type: none"> ○ Why Equity? (Data Activity) ○ Building Coherence (Defining equity focused leadership through the lens of an AP) ❖ (Session 3) Wrap-Up/Reflection Time <p>Day 2</p> <ul style="list-style-type: none"> ❖ (Session 1) Keynote Address: The 5 Critical Attributes of an Equity-Driven Leader ❖ (Session 2) Leading Toward Equity: Walking the Talk Part 2 <ul style="list-style-type: none"> ○ Why Equity Data Review (quick review from previous day) ○ Everyday Equity Actions: How can you impact equity through the AP role? ❖ (Session 3) Take Action: The Answer is in the Room (Designing an AP Action Plan) <p>Virtual Sessions</p> <ul style="list-style-type: none"> ❖ This will be two 1-hour sessions for those who are unable to attend the AP Institute. |
| <p>Scope #1 Total Costs: \$15,800 (Including travel expenses)</p> | | |
| <p>Scope #2</p> <ul style="list-style-type: none"> ❖ Fresno Principal Cohort | <p>Theme</p> <ul style="list-style-type: none"> ❖ Equity Focused Leadership <p>Outcomes</p> <ul style="list-style-type: none"> ❖ Workshop will build leaders capacity around key aspects of my book Leading Your School Toward Equity. | <p>4-hour Book Study/Workshop for Principal Cohort Group</p> |
| <p>Scope #2 Total Costs: \$5,400 (Including travel expenses)</p> | | |
| <p>Scope #3</p> | <p>Theme</p> | <p>Leading Your School Toward Equity: Book Study</p> |

| | | |
|--|--|--|
| <ul style="list-style-type: none"> ❖ Co-Admin Meetings: AP Equity Problems of Practice: | <ul style="list-style-type: none"> ❖ Working with APs to strengthen lens around equity leadership in practice. <p>Outcomes</p> <ul style="list-style-type: none"> ❖ Fresno leaders will build coherence around their role as equity-driven leaders. ❖ Fresno leaders will build their capacity to authentically lead and build a culture for equity. | <ul style="list-style-type: none"> ❖ 16 In-person Sessions (8 days including 2 150-minute sessions per day) ❖ Alignment planning/feedback session with District Leadership around supporting equity driven leadership. |
| <p>Scope #3 Total Costs: \$43,200 (including travel expenses)</p> | | |

Signature: 

Email: stacey.sandoval@fresnounified.org

Signature:

Email: patrick.jensen@fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-17

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Addendum to Agreement with WorkEd

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement between Extended Learning Department and WorkEd. The need to amend the 2023/24 WorkEd agreement is because WorkEd serviced an additional 82 students during Summer Camp in July at the request of the Extended Learning Department.

Original Agreement Amount: \$296,034

Increase Agreement Amount: \$48,718

Total Agreement Amount: \$344,752

FINANCIAL SUMMARY: Sufficient funds in the amount of \$344,752 are available in the Extended Learning Expanded Learning Opportunities Program Budget.

PREPARED BY: Jeremy Ward

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

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

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







BOARD OF EDUCATION

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Amendment

September 11, 2023

RE: Ratify Agreement with WorkEd

SUMMARY: Approval is requested for the amended service contract agreement between Extended Learning department and WorkEd. WorkEd provided summer camp opportunities for 559 students from July 1, 2023 through July 28, 2023, Their original contract agreement was to provide services to 480 students; however, due high student and family interest, they agreed to increase their services to accommodate all students that signed up. The original contract agreement had an annual cost of \$296,034 but an amendment is needed to include the additional students served. New contract total is \$344,752.07.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District Extended Learning Department and WorkEd dated from 7/1/2023 – 7/28/2023 for a total contracted amount of \$296,034* previously executed and approved by Fresno Unified Board of Education on 05/24/2023.

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

Annual Cost – Increase from previously executed agreement of \$296,034 to \$344,752.07 effective 10/18/2023.

Item # 4 Payment – Update Not to Exceed amount to \$344,752.07 effective 10/18/2023.

Item # 5.f. Total Estimated Cost – Update amount to \$344,752.07 effective 10/18/2023.



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by \$48,718.07, which brings the new contract total to \$344,752.07. Sufficient funds in the amount of \$344,752.07 are available through the Extended Learning Expanded Learning Opportunities Program (ELOP) budget.

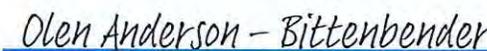

Jeremy Ward (Sep 12, 2023 13:16 PDT)

Sep 12, 2023


Reviewed & Approved by **Cabinet Level Officer** 9/14/2023
Date


Reviewed & Approved by **Executive Director, Risk Management** Sep 14, 2023
Date

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


Olen Anderson - Bittenbender (Sep 12, 2023 12:55 PDT) Sep 12, 2023
Reviewed & Approved by **Contractor** **Date**



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

30901

Vendor Number

Work ED, Inc.

5661 E. Shields Avenue, Fresno, CA 93727

Vendor Name

206-858-2258

Address

Olen Anderson

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/28/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5899

Annual Cost \$296,034.00

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

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

Yes

No

Scope of Work Summary:

Work ED agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 480 students in grades 1-6. Each camp will offer a full day session (8:00 am - 5:00 pm) with a different camp each week. All campers will receive a full breakfast, full lunch, and an afternoon snack.

Intro to Video Game Design (July 10 - July 14)

Be Your Own Boss - entrepreneurship (July 17 - July 21)

Call the Shots Video Editing (July 24 - July 28)

Family events will be held on July 14, July 21, and July 28 for parents with a full party and student presentations.

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

Date Item is to appear on Board of Education Agenda: 05/24/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

5-5-2023

Signed

Date

Reviewed & approved by Risk Management

5/8/2023

Signed

Date

Reviewed & approved by Department Head

Jeremy Ward (Apr 26, 2023 09:41 PDT)

Apr 26, 2023

Signed

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: 
Jeremy Ward (Apr 24, 2023 09:41 PDT)

Contractor's Vendor Name: Work ED, Inc.

Contractor's Contact Person: Olen Anderson

Contractor's Title: Co-Founder/Head of Development

Contractor's Telephone
Number: 206-858-2258

Contractor's E-mail: olen@worked.com

Contractor's Address: 5561 E. shields Avenue, Fresno, CA 93727

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Work ED, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Work ED agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 480 students in grades 1-6. Each camp will offer a full day session (8:00 am - 5:00 pm) with a different camp each week. All campers will receive a full breakfast, full lunch, and an afternoon snack.

Intro to Video Game Design (July 10 - July 14)
Be Your Own Boss - entrepreneurship (July 17 - July 21)
Call the Shots Video Editing (July 24 - July 28)

Family events will be held on July 14, July 21, and July 28 for parents with a full party and student presentations.

Program services include the following: Work ED staff training, marketing and promotional materials including customized brochures and web page; all hands on learning materials, curriculum software; opportunities for post-program support and community involvement; weekly SEL and student success reporting (including safety); parent information sessions to encourage awareness, confidence and increase knowledge in their child's career pathway; hiring, training and community building with paid FUSD High School teaching assistant program.

At the conclusion of camps, Work ED will submit an executive summary report and an invoice outlining services provided.

All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

*Note - Camps with less than 20% enrollment by end of day June 23, 2023, will be canceled.

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

3. Term. This Agreement shall begin on 7/01/2023, and shall terminate on 7/28/2023. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$616.73 per student, Not to exceed \$296,034.00. Checks will be made payable to Work ED, Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. Yes (See below) No, Vendor initial here OAB

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$296,034.00
- f. Other \$0

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

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

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

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

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

Contractor's initials OAB District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

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



Contractor's initials DAB District's initials SS

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

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

District:

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

Contractor: Work ED, Inc

Name: Olen Anderson-Bittenbender

Address:

5661 E. Shields Avenue
Fresno, CA 93727

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

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

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

DISTRICT

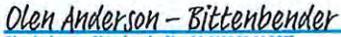
Fresno Unified School District
Patrick Jensen, Interim Chief Financial Office


Patrick Jensen (Jun 7, 2023 10:35 PDT)

Jun 7, 2023
Date

CONTRACTOR

Work ED, Inc.


Olen Anderson - Bittenbender (Apr 24, 2023 09:14 PDT)

Name: Olen Anderson , Title: Co-Founder/Head of Dev

Apr 24, 2023
Date

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



5/8/2023
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

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

ITEM DESCRIPTION: Included in the Board binders is information on Change Orders for the project as follows:

Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade, Change Order 1 includes but may not be limited to: provide labor and material to replace one existing electrical panel with a new panel.

| | | |
|--|----|---------|
| Original Contract Amount: | \$ | 326,297 |
| Change Order(s) previously ratified: | \$ | 0 |
| Change Order 1 presented for ratification: | \$ | 4,800 |
| New Contract Amount: | \$ | 331,097 |

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 \$4,800 is available in the Measure M Fund for Bid 23-29.

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:
Duncan Panel Change
Duncan Polytechnical HS Electrical Panel Upgrade

CHANGE ORDER No. : 001

DSA File No. : NA

Application No. : NA

CONTRACTOR :
Smith MEP
1340 W. Betteravia Road
Santa Maria, CA 93455

DESIGNER'S PROJECT No. : NA

FUSD BID/CONTRACT No. : 23-29

CONTRACTOR P.O. No. : 778067

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

| | | |
|--|----|------------|
| The original Contract Sum was | \$ | 326,297.00 |
| Net change by previously authorized Change Orders | \$ | - |
| The Contract Sum prior to this Change Order was | \$ | 326,297.00 |
| The Contract Sum will be adjusted by | \$ | 4,800.00 |
| The new Contract Sum, including this Change Order will be | \$ | 331,097.00 |
| The Contract Completion date prior to this Change Order was | | 14-Aug-23 |
| The Contract Time will be adjusted by | 0 | |
| The new Contract Completion date, including this Change Order is therefore | | 14-Aug-23 |

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

Recommended by:

Accepted by:

Authorized by:

Hardin-Davidson Engineering
356 Pollasky Ave. Ste # 200
Clovis, CA 93612

ARCHITECT/ENGINEER:

By: Richard Hardin

Date: 8/22/2023

CONTRACTOR:

By: DANE AUSTIN

Date: 8.28.23

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

OWNER:

By: Alex Belanger

Date: 9/8/23



CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:

Replace old panel with new panel and make necessary repairs.

REASON FOR CHANGE:

Old existing electric panel was missed in scope of work and plans drawings during design.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

See attached quote

Amount of this Change Order Item:

Increase \$4,800

Time adjustment by this Change Order Item:

Increase 0 day

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 4,800.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

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

Change Order Item Detail

Page 1 of 1

July 18, 2023

To: Sang Nguyen

Company: Fresno Unified School District

Project: Duncan High School

Subject: Quote

Mr. Nguyen,

Smith MEP is pleased to provide a quote to supply material, Labor, and Equipment to Remove and re-Install Panel P.

Includes: Material, Equipment and Labor to complete Panel P Replacement.

Total:\$4,800.00

Sincerely,

Dane Austin | Vice President
SMITH Mechanical-Electrical -Plumbing
a subsidiary of ACCO Engineering Systems
1340 W. Betteravia Road, Santa Maria, CA 93455
Direct Line 805-621-5055/Cell 805-896-9727



Maintenance & Operations

Project Name: Duncan Panel Change

DSA #: NA
 BID #: 23-29

Date: 06/05/23
 Contractor: Smith
 Architect: Hardin-Davidson Engineering
 Change Order: #001

Project Financial Summary

Contract Summary:

| | | | |
|---------------------|--|--------------------------------|----------------------|
| Bid Award Amount(s) | | Base Bid: | \$ 326,297.00 |
| | | Base Bid: | \$ - |
| | | Additive Alternate 1: | \$ - |
| | | Additive Alternate 2: | \$ - |
| | | Additive Alternate 3: | \$ - |
| | | Additive Alternate 4: | \$ - |
| | | Total Agreement Amount: | \$ 326,297.00 |

Contract Adjustments:

| | | | | | | | | |
|--|---------------------------|---|------------------------------------|---------------------------|--------------------------|----------------|------------------|---------------|
| Total Contract Amount | | | | | | | | \$ 326,297.00 |
| Contract Adjustments: | <u>District Requested</u> | <u>Governing agency req'd change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E & O</u> | <u>District/Designer</u> | <u>Total</u> | | |
| CO #001 | \$ - | \$ - | \$ - | \$ 4,800.00 | \$ - | \$ 4,800.00 | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Totals: | \$ - | 0% \$ - | 0% \$ - | 4,800.00 1% | \$ - | 0% \$ 4,800.00 | \$ 4,800.00 1.5% | |
| Total Contract Amount with Adjustments | | | | | | | \$ 331,097.00 | |

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023,

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 23-29, Duncan Polytechnical High School Electrical Panel Upgrade

For Information Only

Original contract amount: \$ 326,297

Change Order(s) previously ratified: \$ 4,800

Contract amount: \$ 331,097

Bid 23-60, Bullard High School Gas and Sewer Line Replacement

For Information Only

Original contract amount: \$ 248,000

Change Order(s) previously ratified: \$ 21,700

Contract amount: \$ 269,700

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz

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

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

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



2023-0085257

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Sep 14, 2023 03:52:06 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of the interest or estate of the owner is: IN FEE

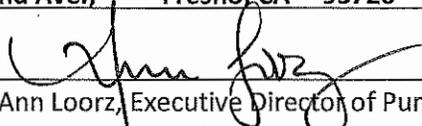
(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on August 28, 2023
The work done was Electric Panel Change Bid No. 23-29
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Smith Mechanical Electrical Plumbing, 1340 W. Betteravia Rd., Santa Maria, CA 93455 May 25, 2023
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
Duncan High School 4330 E. Garland Ave., Fresno, CA 93726 DSA No.: N/A

Date: September 13, 2023



Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 13, 2023 at Fresno,



Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

2023-0085256

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Sep 14, 2023 03:52:06 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

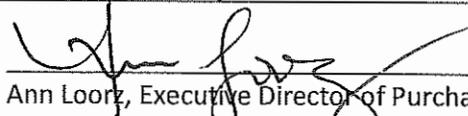
5. A work of improvement on the property hereinafter described was accepted/completed on **September 7, 2023** The work done was **Sewer and Gas Line Replacement** **Bid No. 23-60**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Alliance Construction Solutions, Inc., 36376 Kenneth Rd., Fresno, CA 93636 **June 22, 2023**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Bullard High School **5445 N. Palm Ave.,** **Fresno, CA 93704** **DSA No.: N/A**

Date: **September 13, 2023**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 13, 2023 at Fresno,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023

AGENDA ITEM B-20

AGENDA SECTION: B

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification for the 2022-2025 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School and Fresno Teachers Association – Social Workers

ITEM DESCRIPTION: Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Fresno Teachers Association – Social Workers.

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

PREPARED BY: Annarita Howell

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

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





FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 1- AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Fresno Unified School District ("District") and the Fresno Teachers Association-Social Workers/CTA/NEA ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 2- ASSOCIATION RIGHTS

1. The Association and its members shall have the right to make reasonable use of District buildings and equipment facilities when not otherwise in use, and during non-student contact time for Association business.
2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by Social Workers. The Association may use the District mail service and Social Worker mailboxes for communication to Social Workers. It is understood that copies of all such information that is of a general nature shall be simultaneously routed to the Superintendent's Office. It is also understood that all published information of a general nature from the District, pertinent to members of the Social Worker unit, shall also be forwarded immediately to the Association Office.
3. Authorized representatives of the Association shall be permitted, via prior scheduling clearance with the principal (if applicable) and immediate supervisor, to transact official Association business on school property outside of school business hours and when bargaining unit members are not engaged in duties in accordance with the following provisions:
 - 3.1 Bargaining unit members must arrange coverage for responding to job-related responsibilities.
 - 3.2 Utilization of outside of school business hours for Association meetings shall be reasonable so as to avoid unnecessary frequency. The District will endeavor to not interfere with the Association's ability to carry out meetings pertinent to its function of exclusive representative.
4. Names, addresses and telephone numbers of all District staff (who voluntarily provide such information to the District) shall be provided without cost to the Association and its members as soon as possible after the information is available to the District.
5. The District will furnish the Association such information as is necessary to allow the Association to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Association. If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and the Association may be billed. The District will furnish all information that the District deems will contribute to better communications between the District, the Association and the bargaining unit members.
6. Association faculty representatives and executive board members shall be released from their schools to attend Association Representative Council meetings at 3:15 p.m.-provided the member arranges for coverage for responding to job-related responsibilities. Utilization

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

of time for Association Representative Council meetings shall be reasonable so as to avoid unnecessary frequency and disruption of services to students, families and sites.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 3- CONCERTED ACTIVITIES

1. It is understood and agreed that there will be no strike, work stoppage, slowdown, or concerted refusal to perform normal job functions and responsibilities by the Association, its officers and/or agents, or members of the social worker bargaining unit during the term of this Agreement.
2. The Association recognizes its duty and obligation to make every effort toward inducing all social workers to comply with the provisions of this Agreement. In the event of any strike, work stoppage, slow down or concerted refusal to perform normal job functions and responsibilities during the term of this Agreement by social workers, the Association agrees in good faith to take responsibility to cause those social workers to cease such action.
3. It is agreed and understood that employees violating this article are subject to appropriate discipline up to and including termination by the District.
4. It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the District for redress and/or damages.
5. Actions by the District taken under this article shall be subject to grievance or legal redress and/or damages.
6. In the event the arbitrator finds a violation of this article, he/she shall have no authority to rule on the appropriateness of the District's action.
7. Nothing in this article shall be so construed as to prevent either party from seeking immediate temporary judicial relief by a court of competent jurisdiction.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 4- DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
2. Included in but not limited to those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine division of workload and workload assignments; determine the curriculum; build, move or modify facilities; establish budget procedures and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate and discipline employees.
3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and all specific and express terms of this Agreement.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 5- DUTY YEAR

1. For the 2021-2022, 2022-2023 AND 2023-2024 school years: The duty year shall consist of the following:

- 1.1 Department of Prevention and Intervention Clinical School Social Workers will have a total of 197 duty days.

- 1.2 Site Funded Social Workers will have a total of 185 duty days with the exception of current Site Funded Social Workers with current duty days of 215 at Addams, Phoenix, and Slater. The 215 duty days will revert to 185 duty days upon attrition of the current employees, however the site retains the option to keep the Site Funded Social Worker at 215 duty days.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 6- EARLY RETIREMENT

1. The Governing Board may offer certificated employees the option to retire early in accordance with law when it is beneficial to the district.
2. As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System (STRS), the Board may offer such employees an additional two years of service credit or, until January 1, 2005, an additional two years of service and age credit. (Education Code 22714, 22714.5, 44929, 44929.1) (cf. 4117.12/4317.12 - Retirement Consultancy Contracts)
3. Before taking formal action to approve either of these service incentives, the Board shall determine that encouraging early retirement would be in the best interest of the district due to the curtailment of services or changes in the manner in which services are performed and that the retirement will result in a net savings to the district. (Education Code 22714, 22714.5, 44929)
4. The Board may also consider the impact of the early retirement options on the staffing needs of district schools and the ability to satisfy federal requirements for highly qualified teachers pursuant to 20 USC 6319. (cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
5. In order to offer two years of service and two years of age incentive to represented certificated employees, the Board shall enter into a memorandum of understanding between the district and the employee organization.
6. The Board shall demonstrate and certify to the County Superintendent that the formal action taken would result in a net savings to the district. (Education Code 22714, 22714.5)
7. To be eligible for the two years of service credit option, the employee must have five or more years of service credit and must retire during the period of 60 to 120 days after the Board takes formal action to implement the option. (Education Code 22714)
8. To be eligible for the two years of service credit and two years of age credit option, the employee must have five or more years of service credit and must retire within the period designated in the memorandum of understanding or formal action described above. (Education Code 22714.5)

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 7- EVALUATION AND PROFESSIONAL STANDARDS

1. The Governing Board shall establish and define job responsibilities for administrative personnel. The evaluation and assessment of the competency of administrative personnel shall be based on:
 - 1.1 The administrator's progress toward agreed-upon goals, objectives, tasks, and attainment of the administrative and leadership professional standards.
 - 1.2 General expectations of performance which recognize professional responsibility, accountability and attitude.
 - 1.3 The fulfillment of responsibilities contained in the specific job descriptions adopted by the Board.
 - 1.4 Additional factors as determined by the Superintendent or designee.
 - 1.5 The personnel evaluation procedures of the district are intended to identify, reinforce and improve (as needed) skills, attitudes and abilities so as to enhance the achievement of district and/or division goals and objectives. The evaluation plan shall:
 - 1.5.1 Establish a procedure by which long-range goals of the school district can be translated into proficiency standards which guide effective performance for individual management employees.
 - 1.5.2 Involve all management employees and evaluators in the establishment of goals which reflect student performance and/or employee performance. Encourage management employees to integrate their own professional goals and objectives with those of the school district by means of such mutual planning.
 - 1.5.3 Include, if necessary, a re-evaluation plan which will identify specific areas of deficiency to be addressed.
 - 1.5.4 Provide a procedure for:
 - a. Identifying and commending effective performance.
 - b. Counseling and assisting management employees to improve performance.
 - c. Documenting, appropriately, the basis for promotion, transfer, demotion, suspension or dismissal.
2. Each Social Worker shall be evaluated formally at least once every two years and more often at the discretion of the supervisor.
3. Evaluation Ratings:
 - 3.1 Unit members shall receive an overall rating of:-Demonstrates Expertise, Meets Standards, Growth Expected, and Does Not Meet Standards.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

3.2 The judgments reached by the evaluator are not subject to the grievance procedure.

4. Evaluation Plan and Procedure.

4.1 The review period for Social Workers will be Aug 1 through June 30. It will consist of a four-step process of performance evaluation. The Division of Human Resources will provide each division and department head with a list of employees to be evaluated. Forms may be requisitioned from the warehouse.

4.2 Step I: Professional Learning Plan and Goal Setting (Aug-Sept) At the beginning of the evaluation period, the evaluator and evaluatee will review the Leadership Standards Continuum booklet and Social Worker Supervision and Evaluation Alignment Resource, which is attached. Although this document is designed to be a personal professional learning guide, it can also provide direction in the evaluation process. The expectation is that Social Workers and managers will use the Professional Standards as a professional development tool each year whether or not a formal evaluation is being conducted. The Key Elements of Proficiency for each standard should be discussed to ensure there is understanding of each criterion. Modifications of key elements can be made to ensure that standards address specific job descriptions. Goal statements will be agreed upon by the evaluator and the evaluatee. These statements are to be added to the evaluation form on page 4. If appropriate, one goal statement should address student achievement.

4.3 Step II: Mid-Year (November - February) The evaluator will discuss with the evaluatee the status of the administrative standards attainment. If there are performance concerns or problems exist, progress reviews and suggestions for meeting an appropriate level of proficiency should be documented and shared with the evaluatee.

4.4 Step III: Final Review (March-June) At the end of the review period, the evaluator will evaluate the degree of proficiency achieved during the review period using a four-level scale of performance. Comments are required for any rating of "Below Standard" or "Significantly Below Standard." Key elements of proficiency or specific job description deficiencies should be noted.

4.5 Step IV: - Final Conference- A conference shall be scheduled to review the ratings for each standard on the Management Performance Evaluation Form. Any evaluatee receiving three or more "Growth Expected" or one "Does Not Meet Standards" must be evaluated again the following year. The evaluator and the evaluatee will identify goal statements for each rating of "Growth Expected" or "Does Not Meet Standards." The evaluatee may attach comments to the form. Both the evaluator and evaluatee must sign the evaluation report.

The evaluator transmits the original of the Management Performance Evaluation to the Division of Human Resources for filing in the evaluatee's personnel file, and provides a copy of the completed form to the evaluatee.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

5. The District and the Association, as needed, shall jointly develop evaluation forms which conform to the provisions of this article.
6. Social Workers Supervision and Evaluation Alignment Resource

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

| Standard 1 Development and Implementation of a Shared Vision | | |
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| Goal: Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students. | | |
| FUSD LEADERSHIP COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |
| 1A: Student–Centered Vision Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students. | 1b.- Identifies scientifically supported educational, behavioral, and mental health services to address school needs 3a. - Implements and monitors multi-tiered empirically supported interventions that improve academic and behavioral performance | Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes. |
| 1B: Developing Shared Vision Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders. | 1d. - Establishes collaborative professional relationships 3a. - Implements and monitors multi-tiered empirically supported interventions that improve academic and behavioral performance | Standard 11. Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress. |
| 1C: Vision Planning and Implementation Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals. | 1a. - Conducts multi-tiered school needs assessment 3b. - Provides programs and services that foster social and emotional competencies | Standard 10: Interdisciplinary Leadership and Collaboration School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services. |
| Standard 2 Instructional Leadership | | |
| Goal: Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth. | | |
| COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |
| 2A: Professional Learning Culture Leaders promote a culture in which staff | 4d. - Continues professional development | Standard 8. Professional Development School social workers shall pursue continuous |

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
 PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

| engages in individual and collective professional learning that results in their continuous improvement and high performance. | 3b. - Provides programs and services that foster social and emotional competencies | enhancement of knowledge and skills to provide the most current, beneficial, and culturally appropriate services to students and their families. |
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| 2B: Curriculum and Instruction Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes. | 1b. - Identifies scientifically supported educational, behavioral, and mental health services to address school needs | Standard 4. Intervention School social workers shall understand and use evidence-informed practices in their interventions. |
| 2C: Assessment and Accountability Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes and student learning. | 1a. - Conducts multi-tiered school needs assessment | Standard 5. Decision Making and Practice Evaluation School social workers shall use data to guide service delivery and to evaluate their practice regularly to improve and expand services. |
| Standard 3 Management & Learning Environment | | |
| Goal: Education leaders manage the organization to cultivate a safe and productive learning and working environment. | | |
| COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |
| 3A: Operations and Facilities Leaders provide and oversee a functional, safe, and clean learning environment. | 2a. - Contributes to a safe and healthy school environment. | Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes. |
| 3B: Plans and Procedures Leaders establish structures and employ policies and processes that support students to graduate ready for college and career. | 1d. - Establishes collaborative professional relationships 1e. - Assesses family engagement. | Standard 9: Cultural Competence School social workers shall ensure that students and their families are provided services within the context of multicultural understanding and competence. |
| 3C: Climate Leaders facilitate safe, fair, and respectful environments that meet the intellectual, | 2a. - Contributes to a safe and healthy school environment. | Standard 10: Interdisciplinary Leadership and Collaboration |

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

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| linguistic, cultural, social-emotional, and physical needs of each learner. | 3d. - Provides programs and services in a culturally sensitive manner. | School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services. |
| 3D: Fiscal and Human Resources Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment. | 4c. - Maintains timely and accurate records and documentation in compliance with FERPA and state requirements. | Standard 6: Record Keeping School social workers shall maintain accurate data and records that are relevant to planning, implementation, and evaluation of school social work services. |
| Standard 4 Family & Community Engagement Goal: Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources. | | |
| COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |
| 4A: Parent and Family Engagement Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs. | 1e. - Assesses family engagement. 3d. - Provides programs and services in a culturally sensitive manner. | Standard 9: Cultural Competence School social workers shall ensure that students and their families are provided services within the context of multicultural understanding |
| 4B: Community Partnerships Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career. | 1c. - Identifies school and community resources to meet school needs 2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel. | Standard 10: Interdisciplinary Leadership and Collaboration School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services. |
| 4C: Community Resources and Services Leaders leverage and integrate community | 1c. - Identifies school and community resources to meet school needs | Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal |

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

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| resources and services to meet the varied needs of all students. | 3e. - Mobilizes school and community resources to maximize academic and behavior success. | access to education and services to enhance their academic progress. |
| Standard 5 Ethics & Integrity | | |
| Goal: Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard. | | |
| COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |
| 5A: Reflective Practice Leaders act upon a personal code of ethics that requires continuous reflection and learning. | 4b. - Adheres to the NASW Code of Ethics and SSWAA ethical guidelines. 4e. - Exhibits self-awareness, self-monitoring, and professional accountability. | Standard 1: Ethics and Values School social workers shall adhere to the ethics and values of the social work profession and shall use the NASW Code of Ethics as a guide to ethical decision making, while understanding the unique aspects of school social work practice and the needs of the students, parents, and communities they serve. |
| 5B: Ethical Decision-Making Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions. | 4b. - Adheres to the NASW Code of Ethics and SSWAA ethical guidelines. 3e. - Mobilizes school and community resources to maximize academic and behavior success. | Standard 3: Assessment School social workers shall conduct assessments of individuals, families and systems / organizations (classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes. |
| 5C: Ethical Action Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students. | 4c. - Maintains timely and accurate records and documentation in compliance with FERPA and state requirements. 4e. - Exhibits self-awareness, self-monitoring, and professional accountability. | Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress. |
| Standard 6 External Context & Policy | | |
| Goal: Education leaders influence political, social, economic, legal and cultural contexts affecting education to improve education policies and practices. | | |
| COMPETENCIES | SSWAA NATIONAL EVALUATION FRAMEWORK | NASW SSW STANDARDS |

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
 PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

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| <p>6A: Understanding and Communicating Policy Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.</p> | <p>1g. - Knows current federal, state and local laws as well as district policies and procedures that guide school social work practice.</p> <p>2c. - Identifies historical and current political, social, cultural, and economic conditions that impact the context for learning and advocates for change</p> | <p>Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.</p> |
| <p>6B: Professional Influence Leaders use their understanding of social, cultural, economic, legal and political contexts to shape policies that lead to all students to graduate ready for college and career.</p> | <p>2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel</p> <p>2b. - Advocates for policies, programs, and services that respect diversity, address individual needs, and support the inherent dignity and worth of all students, families, and school personnel</p> | <p>Standard 1: Ethics and Values School social workers shall adhere to the ethics and values of the social work profession and shall use the NASW Code of Ethics as a guide to ethical decision making, while understanding the unique aspects of school social work practice and the needs of the students, parents, and communities they serve.</p> |
| <p>6C: Policy Engagement Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.</p> | <p>2d. - Challenges structural barriers, social inequalities, and educational disparities impacting learning outcomes.</p> | <p>Standard 11: Advocacy School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.</p> |

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 8- EXTREME EMERGENCY PROCEDURES

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

1. Examples of extreme emergencies: Riot, sit-in, mass protest, invasion of outsiders, bomb threat, and disasters (i.e., earthquake, explosion, major gas leak, etc.). This article shall not apply to situations in which the District is subject to Civil Defense procedures.
2. The school site council at each district school shall write and develop a comprehensive school safety plan relevant to the needs and resources of that particular school.
3. The school safety plan shall take into account the schools staffing, available resources and building design, as well as other factors unique to the site.
4. Each school shall review and update its safety plan by March 1 of each year. New school campuses shall develop a safety plan within one year of initiating operations.
5. Each school shall forward the safety plan to the Board for approval.
6. The Board shall approve the plan at a regularly scheduled meeting of the Board and the adoption of the plan shall not be a consent item. At a minimum, the Board shall discuss both of the following: (Education Code 35294.22)
 - 6.1. How the safety plan addresses the needs of each school and students within that school
 - 6.2. How the school site council or safety planning committee, when writing the plan, considered the three essential components described in Education Code 35294.21, including assuring each student a safe physical environment; assuring each student a safe, respectful, accepting, and emotionally nurturing environment; and developing each students resiliency skills
7. The Board shall review the comprehensive districtwide and/or school safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation. By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281.
8. The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 9- MISCELLANEOUS PROVISIONS

1. Any individual contracts between the Board of Education and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.
3. Within sixty (60) days of ratification of the Agreement by both parties herein, the Board of Education shall have copies prepared for distribution to all bargaining members in the District, and 10 copies for the Association.
4. Rules which are designed to implement this Agreement shall be appropriate and consistent in application and effect.
5. A bargaining unit member's notification to the Board of Education that he/she intends to resign shall remain revocable until such time as the Board of Education officially takes action on such notification.
6. The provisions of this article do not prohibit changes in District policy or practice which comply with the substantive provisions of this Agreement.
7. Each Social Worker shall have access to confidential workspaces to be used for therapeutic and crisis sessions and for use of storage of student cases/files.
 - 7.1 In the event a social worker is unable to secure a confidential workspace at a school site to perform their work, the social worker will first bring the problem to the attention of the principal and cooperatively seek a resolution
 - 7.2 If an acceptable resolution cannot be reached, the social worker may involve his or her immediate supervisor with the principal to see if additional options can be developed.
 - 7.3 If no resolution is reached, there will be a meeting convened within 10 days with the Superintendent's designee and the principal. District shall secure confidential space within the District or through external contracting.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

Article 10- Materials and Supplies Request Process

1. Starting in the 2023-2024 school year, both Clinical Social Workers and Site Funded School Social Workers can request for approval additional counseling and/or therapeutic materials and supplies up to \$315 per year.
 - 1.1 DPI Clinical Social Workers can make this request by submitting a Department Request Form to their supervisor, providing the rationale for the additional counseling and therapeutic materials and supplies.
 - 1.2 Site Funded Social Workers can make this request by submitting a Department Request Form to their site principal, providing the rationale for the additional counseling and therapeutic materials and supplies.
2. Clinical Social Workers can request office supplies through their supervisor through the DPI Department Request Form.
3. Site Funded Social Workers can request office supplies through the prescribed procedure of the school site.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 11- PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.
2. The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.
3. Requests to authorize dues deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

**ARTICLE 12- SEMI-ANNUAL MEETING OF ASSOCIATION'S EXECUTIVE BOARD,
SUPERINTENDENT'S STAFF AND THE BOARD OF EDUCATION**

1. At least once each semester, the Superintendent and the Association president shall arrange for a meeting of up to one full day between the Association's Executive Board, representatives from the Superintendent's staff, and three Board of Education members.
2. Arrangements shall be made to cover activities for that day or the meeting may be scheduled on a day when no activities are in session. Bargaining unit members must arrange coverage for responding to job-related responsibilities.
3. The Superintendent and the Association president shall prepare the agenda and distribute it to the persons involved at least one week prior to the meeting.
4. The primary purpose of such meetings is to exchange ideas pertinent to the educational community.
5. The Semi-Annual Meeting may be waived upon mutual agreement of both parties.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 13- SOCIAL WORKER AUTHORITY

A bargaining unit member may exercise the appropriate physical control necessary to maintain order, protect property, protect the health and safety of the students or to maintain conditions proper and appropriate to learning. This shall not be so construed as to permit corporal punishment or to be in conflict with or extend Sections 49000 and 44807 of the California Education Code.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 14- TRANSFER AND ASSIGNMENT

1. Definitions

1.1 Transfer

1.1.1 A change in department (i.e. from Department of Prevention and Intervention to a Site Funded Position.)

1.1.2 A change from one site funded position to another site funded position.

1.2. Reassignment

1.2.1 A change or relocation of assignment within the Department of Prevention and Intervention.

2. Reassignment

2.1 Reassignment within the Department shall be as determined by the Department head and shall be based on the needs of the District.

3. Voluntary Transfer

3.1 Requests for voluntary transfers shall be submitted to the Superintendent or designee at the time of the known vacancy. The employee will be notified in writing of the decision. If a transfer request has been denied, **upon request**, the employee shall be notified in writing the reason for denial. Transfer requests may be withdrawn by the employee at any time.

4. Involuntary Transfers

4.1 Definition: Involuntary transfers are recommended to the Superintendent or designee by-administration and are implemented to give School Social Workers a variety of school experience as well as give the district the option of **transfer**/reassigning School Social Worker for reasons of effectiveness or special qualifications.

4.2 Transfers proposed by the administration shall be subject to the following provisions:

4.2.1 Social Workers being considered for transfer shall be notified either in writing or by conference with the Superintendent or designee.

4.2.2 The Social Worker may request review. Upon the Social Worker's request, the assistant Superintendent or designee shall schedule a conference wherein the merits of the proposed transfer may be thoroughly considered. Such conference

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

shall occur within 10 working days after the Social Worker's request. Within three working days after the conference, the Superintendent shall submit his/her written disposition of the transfer request to the Social Worker.

4.2.3. If the Social Worker is not satisfied with the decision of the Superintendent or designee, he/she may appeal the decision in writing to the Board and request a closed session. The Board shall review all previous objections, appeals and responses, and determine whether or not to meet with the Social Worker in closed session. After reviewing all previous material, plus the information presented in closed session, if held, the Board shall render a decision. The decision of the Board shall be transmitted to the Social Worker, in writing, through the Superintendent or designee and shall be final.

5. Criterion

5.1 The need of the District is the principle criterion for consideration of a request for transfer.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 15- WORKING CONDITIONS

1. General Working Conditions

1.1 The District shall make adequate lunchroom, restroom and lavatory facilities available for unit members' use.

1.2. No unit member shall be required to transport pupils in a private vehicle.

2. Work Place Safety

1.1 Bargaining unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety which have been brought to the attention of the site administration and/or District with safety of unit members and students being the primary concern.

1.2 When a unit member reports unsafe or hazardous conditions, the site administration shall investigate. When the unsafe or hazardous condition is confirmed by the site administration/District to exist, the site administration/District shall correct the condition within a reasonable period of time and shall expeditiously initiate corrective measures. Unit members shall be provided with a response to their report within 10 working days. Unit members will be informed when corrective measures will take extended time.

1.3 If a unit member is attacked, assaulted or physically threatened by a student, parent, guardian, or relative of the student while on duty, the unit member shall report the incident in full detail to his/her immediate supervisor on the day of the incident. (Assault includes a verbal threat which would cause a reasonable person to believe the threat could be carried out.) The unit member may first report the incident to appropriate law enforcement at their discretion with safety being the primary concern. If law enforcement authorities are not contacted or unable to be contacted by a unit member, the District has the responsibility to submit a report of the incident (as required by law) to appropriate law enforcement authorities within 24 hours (or as soon as reasonably practical) of the time the unit member reports it. The site administration/District shall communicate to the unit member, any step(s) taken to address the behavior(s) before there is any contact between the involved parties.

1.4 If a unit member leaves work during the instructional day due to the unit member being physically assaulted by a student, the District shall pay the Social Worker their regular pay, and the unit member shall not be charged accrued time for the remaining part of that duty day. In the event a unit member needs additional time off, the unit member may utilize leave as provided in this collective bargaining agreement.

1.5 If a unit member has a safety concern about a student returning to the campus after the student is subject to discipline, there shall be a joint conference between the Superintendent's designee and the unit member to address the unit member's concerns. Reasonable efforts will be made to schedule a joint conference to address

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

the concerns of all parties before the student returns to campus. Absent extenuating circumstances, in more serious situations resulting in an off-campus suspension, a conference between the student, unit member and a third party (administrator, counselor or designee) shall be held prior to the student's return to the campus.

1.6 The Association and District will maintain a School Climate and Safety Committee (SCSC) to address safety and school climate concerns. The Association may have one representative on this committee. This representative does not warrant an additional committee, but will work collectively with current SCSC.

2.6.1 The School Climate and Safety Committee (SCSC) shall continue its joint work in addressing school climate and safety concerns. Each party shall have an equal voice on the committee and will work in cooperation to advance School Climate and Safety. As originally outlined in the side letter, this committee will continue to meet a minimum of four (4) times during the regular school year but may elect to meet additional time as needed when agreed to by both parties. These four (4) meetings shall be comprised of at least two (2) full day meetings and (2) evening meetings as agreed upon.

2.6.2 The SCSC shall be jointly chaired by a representative of the District and FTA. The FTA chair shall be nominated by the FTA President and approved by the FTA Board of Directors. The District and FTA shall have seven (7) representatives on the SCSC.

2.6.3 The SCSC shall submit a minimum of (2) two written reports to the FUSD Board and FTA Board. At least twice per year, written reports will be followed with an oral presentation by the committee, which will be delivered during the Unscheduled Oral Communication portion of the Board meeting. The minutes and agendas of the SCSC meetings shall be submitted to the FUSD Board office and available for Trustee review.

2.7 By request, Unit members with a concern about their ability to render emergency medical aid to any student shall meet with site administration to develop a resolution to ensure those emergency medical needs are addressed.

3. Notice to Unit Members:

3.1 If the District is aware that a unit member is working with, providing services to, or meeting with a student with a known, violent history, the unit member shall be informed as soon as possible of the history of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit member. If a unit member is meeting with a student and information regarding a history of violent behavior or conduct is unavailable or the unit member is uncomfortable meeting one-on-one with a student given the student's history

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

of violent behavior or conduct, the unit member may request an additional staff member to be present.

3.1.1 The site administration shall inform any other unit members who, in the judgment of the administration, should also be aware of a particular student's history of violent behavior or conduct, which caused, or threatened to cause, bodily injury to another person. All information regarding a particular student's history is confidential and shall not be further disseminated by the unit member. Other unit members working directly with the student should be informed.

3.1.2 Social Workers shall be informed of previous discipline for all students they are working with, providing services to, or meeting with based upon records that the District maintains in its ordinary course of business or receives from a law enforcement agency. The unit member shall be informed through ATLAS Student Portfolio, which is the student's official record.

3.2 The District will make every reasonable effort to notify unit members, within 24 hours of specific threats to any staff, or the school site of physical violence and/or the presence of weapons or criminal activity on or in the immediate vicinity of the school site. Notification will be made for incidents which impact the school community as a whole.

4. Investigation by District

1.1 The District will investigate any reports of work place violence or harassment or threatened violence and reasonably pursue all avenues to provide a safe work place. This investigation process should be initiated as per AR 4030 of the report being made to the site administrator or District. The investigation determination(s) shall be communicated to the unit member.

1.2 After procedures at the school site have been exhausted, the School Building Committee may request that the Division Office review evening activities in terms of time, place, and safety for all participants.

2. In the event a unit member disagrees with the application of this article, the unit member shall attempt to resolve it by an informal conference with his/her immediate supervisor first as per Article 19 (Grievance Procedure).

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 16- SALARY

1. 2022-2023: The parties agree that based on the following contingency language, the Salary Schedule for 2022-2023 may be increased as set forth below:

1.1 2022-2023: The parties agree that based on the following contingency language, the School Social Worker's Salary Schedules for 2022-2023 may be increased as set forth below:

1.2 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$23,792,503 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.3 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$26,689,116 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.4 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$29,585,730 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.5 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$32,477,180 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.6 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$35,373,793 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all School Social Worker's Salary Schedules effective July 1, 2022.

1.7 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall utilize ADA as included in the 2021-2022 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.8 In addition to the School Social Worker's Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2022-2023 first interim above the 2021-2022 unaudited actuals by \$2,900,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2021-2022 salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.9 The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 17-FRINGE BENEFITS

1. General Provisions:

- 1.1 The District shall provide District paid coverage (less the applicable employee contribution) for bargaining unit members and eligible dependents as specified within this Article and in the FUSD Employee Health Care Plan Document.
- 1.2 The District's Employee Health Care Plan Document shall be considered a part of this article.
 - 1.2.1 Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 2005, shall be subject to the authority of the Joint Health Management Board (JHMB).
- 1.3 The District shall provide District paid life insurance coverage for bargaining unit members.
 - 1.3.1 The amounts of District furnished life insurance for employees will remain as specified in the Standard Insurance Co. Policy contract effective April 1, 1986. Supplemental units of insurance and dependent coverage are available at the bargaining unit member's expense.
- 1.4 A bargaining unit member must be employed 50% or more to be eligible for FUSD's Health and Life Insurance Plans.
- 1.5 Bargaining unit members who provide a full year of service to the District (i.e., the complete Duty Year as defined in this agreement) shall be entitled to continued District-paid coverage under all District paid programs for twelve (12) months, commencing with the first month the unit member receives such benefits for the Duty Year. These conditions also apply to unit members whose employment terminates following the last day of the school year and before the commencement of the following school year.
- 1.6 Bargaining unit members, who terminate paid service during the school year, shall have their calendar year of Health and Plan coverage prorated to equal the percentage of the service year worked.
- 1.7 Bargaining unit members returning from Board-approved leave shall be re-enrolled, with their dependents, with no health history requirement (except for the District Life Insurance Plan) or wait until the next enrollment period.
- 1.8 The District shall not prohibit any bargaining unit members from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

1.9 Employees and eligible dependents must enroll within thirty-one (31) days of eligibility. Unit members enrolling or adding dependents shall affect coverage the first day of eligibility provided the request for coverage is made within thirty-one (31) days of eligibility.

1.9.1 The District shall provide one 60-day open enrollment period each year beginning October 1 for all bargaining unit members and eligible dependents not currently enrolled in the existing FUSD Employees Health Care Plan. The open enrollment period will also be the time in which plan coverage (Dental and Vision) may be changed.

2. Joint Health Management Board (JHMB)

2.1 A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.

2.2 Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.

2.3 Reporting, reports and disclosures of the Consultant and Plan Administrator shall be as established by the JHMB.

2.4 The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:

2.4.1 Voting procedures, including absentee voting.

2.4.2 Establishing regular meeting dates.

2.4.3 Establishing subcommittees.

2.4.4 The agendaing and prioritizing of JHMB activities.

2.4.5 The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.

2.5 Labor and Management shall each have one (1) vote on the JHMB.

2.6 Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision making process of the JHMB shall be:

2.6.1 Consensus; if consensus cannot be reached, (2) applies.

2.6.2 If consensus is not reached the following is an example of the weighted vote for employee groups.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 2.6.3 Example: The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, if FTA represents 4,352 employees out of a total of 6756 represented eligible employees in the health plan, FTA's voting weight would be 64.4 percent; if CSEA represented 1717 of these same 6756 represented eligible employees, CSEA's voting weight would be 25.4% percent; SEIU's eligible active employees would be 8.5% weighted vote; and BTC's 115 eligible employees would be 1.7% weighted vote.
- 2.7 There shall be binding arbitration of any JHMB deadlocked votes; provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited Arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.
- 2.8 All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.
- 2.9 All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- 2.10 The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.
3. Health Fund
- 3.1 Effective as of July 1, 2017, in addition to the Health Fund contribution set forth in 5.1 of this Article, the District shall increase the annual per active employee contribution to the Health Fund for a total amount of \$17,789. Within 120 from the ratification of this Agreement by both parties, subject to JHMB approval, add a 90-10 health insurance plan option with out of pocket maximums of \$2,500 for the

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

single plan and \$5,000 for the family plan. The District shall maintain these benefit levels (90-10 and \$2,500/\$5,000) and pay any health insurance premium increase for the employees through the term of this contract ending 2018-19, contingent upon approval from JHMB. This is contingent upon JHMB maintaining as a health plan option for employees the Kaiser Permanente health plan through the term of this Agreement. The 90-10 health insurance plan option and the \$2,500/\$5,000 out of pocket maximums shall continue beyond the term of this contract in the same manner as any other health plan option as determined by JHMB. The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

Effective as of July 1, 2019, the annual per active employee contribution to the health fund is \$19,348.

3.1.1 Current medical IBNR's shall remain as IBNR's in the Health Fund.

3.2 For the 2015-2016 school year, the District shall increase the annual contribution to the health fund in the amount of three million (\$3,000,000) dollars.

4. Procedures Regarding Potential Underfunding of Health Fund

4.1 The JHMB shall report to the District and all employee associations on a quarterly basis regarding the status of the Health Fund.

4.2 Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.

4.3 If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to Section 2.8 above. Such action shall negate the shortfall within the fiscal year.

4.4 If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65-year-old retirees. Such increase shall be in the amount necessary to negate the shortfall within the fiscal year. In determining the amount of the increase the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultants' recommendations, the consultants' recommendations shall be implemented.

4.5 JHMB actions and/or automatic assessments shall apply as set forth in paragraphs 4.3 and 4.4 above regarding any month in which a projected shortfall is determined to exist.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 4.6 If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.
- 4.7 Prior to the implementation of 4.3 and/or 4.4, either party may request a meeting to meet and confer. This meeting is to include the Superintendent and leadership as determined by the Superintendent. This meeting shall not delay or interfere with JHMB implementing 4.3 or 4.4 in its responsibilities as set forth in this Article.

5. Health And Welfare And Compensation

- 5.1 Commencing with the 2014-15 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 3 of this Article "Health Fund," shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.
- 5.2 The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section 2.8 "Joint Health Management Board (JHMB)." Such changes must be adopted by the JHMB and implemented effective July 1 annually, except for any changes made pursuant to Section 4 of this Article (Procedures Regarding Potential Underfunding of Health Fund).
- 5.2.1 The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."

6. Retiree Benefits - Medical Health Plan

- 6.1 The District shall provide paid Medical Health Plan benefits for retirees in accordance with the following provisions:
- 6.1.1 An eligible retiree is one who:
- 6.1.1.1 Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 6.1.1.2 Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
- 6.1.1.3 Has been hired prior to January 1, 1982 whether or not he/she resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;
- 6.1.1.4 Has been hired after July 1, 1994 regardless if he/she was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
- 6.1.2 Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.
 - 6.1.2.1 Minimum age: 60
 - 6.1.2.2 Minimum years of service with the District: 25
 - 6.1.2.3 Benefit coverage for employee and spouse
 - 6.1.2.4 Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits) *
 - 6.1.2.4.1 *The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.
 - 6.1.2.5 These modifications shall not apply to laid-off permanent or probationary employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. These modifications shall also not apply to temporary employees who were hired on or before June 30, 2005 and who have been released and subsequently reemployed within a 24-month period. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.
 - 6.1.2.6 Has reached the age of fifty-seven and one-half (57.5) years, except in the case of disabilitants. A disabilitant, as so certified by STRS,

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

becomes eligible for this benefit immediately if such disabilitant has had ten (10) years' service in the District. Board-approved leave shall be counted in the years' service requirements for the benefit.

- 6.2 An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan Document.
- 6.3 Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security Eligibility at no cost to the retiree and/or dependents. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
- 6.4 If a retiree receiving this benefit should predecease a spouse, then the benefit will continue for said spouse provided all applicable requirements of these provisions are met.
- 6.5 To receive this benefit, a retiree must not be in a paid status with the District.
- 6.6 All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD's Employee Health Care Plan Document.
- 6.7 Eligible bargaining unit members hired prior to July 1, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57 & ½) in accordance with the other provisions in this article.
- 6.8 Eligible bargaining unit members hired after June 30, 2005, who retire after the age of fifty (50) and who maintain coverage under the FUSD's Employee Health Care Plan at their own expense shall be eligible for District-paid coverage at age sixty (60) in accordance number A (5) of this section.
- 6.9 Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" as printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
- 6.10 Hold Harmless: Should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the Association is named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the Association for any adverse final judgment and any reasonable attorney's fees and costs incurred by the Association. The District shall have the exclusive right to

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

7. Plan Design

- 7.1 There will be a clear eligibility statement for those who qualify for the health plan. Eligibility will be verified each calendar year. Spouses of employees who work for another employer which provides health insurance coverage may only access the FUSD plan as secondary coverage.
- 7.2 Eligibility of dependent children shall be based on birth order rule and shall be verified each calendar year. The parent whose birthday comes first in the year shall be responsible for covering dependent children through employer provided health coverage.
- 7.3 Cross-Covered Participants (Active and/or retired employees and spouses are FUSD employees or retirees): Cross-covered participants, through the annual open enrollment process, will have the opportunity to choose whether they desire to retain cross-covered status.
- 7.3.1 Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two party or family premium, as applicable, for the coverage(s) chosen.
- 7.3.2 Those current cross covered participants who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.
- 7.4 No Opting Out: All eligible District employees shall be required to participate in the Health Benefits Plan and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverages.
- 7.5 Other Clarifications:
- 7.5.1 No co-pays apply to annual deductibles or the out of pocket maximums.
- 7.5.2 The deductible will not apply to out of pocket maximum.
- 7.5.3 The emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
- 7.5.4 Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

in a single prescription. This applies to all participants including cross covered.

- 7.6 Specific information regarding monthly contributions, assessments, co-pays and deductibles for all plan coverages can be found in the FUSD Plan document or at jhmbhealthconnect.com.

7.6.1 All Eligible Active Employees and Eligible Retirees Up to Age 75

7.6.1.1 Health Plan Reserve Assessment: In addition to the monthly contributions provided above, all eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. All eligible post-65 retirees and eligible dependents (spouses and children) shall contribute \$10.00 per month each, up to a maximum of \$40.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 18- CLINICAL SUPERVISOR STIPEND

Clinical School Social Workers who have obtained their LCSW, who are in good standing with state licensing requirements, who have taken their clinical supervision training from an approved CEU provider, and whose most recent evaluations meets or exceeds standards, are eligible to provide individual/triadic and group supervision accounting towards licensure to other clinical social workers working towards collecting/earning their hours necessary for licensure. Requests to provide clinical supervision may be submitted in writing to the department head of the Department of Prevention and Intervention or designee for approval selected licensed clinical social workers. Selected licensed clinical social workers will be designated to provide either individual/triadic or group supervision.

Selected licensed clinical social workers will receive a stipend of \$100.00 per hour of supervision up to the maximum of \$1,800.00 per semester for either individual or triadic sessions. Selected licensed clinical social workers will receive a stipend of \$150.00 per hour of supervision up to the maximum of \$2,700.00 per semester for group sessions. If approved the Department Head of the Department of Prevention and Intervention or designee will pair the supervisor with the supervisee after the supervisee identifies his/her/their top three choices for supervision.

The Licensed Clinical Social Worker will still be required and expected to complete all regular job duties. The supervision shall occur outside of regularly assigned duties and student instructional time.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 19-CLINICAL SCHOOL SOCIAL WORKER STIPEND

In recognition for their experience and training, all Social Workers that have successfully completed their licensure shall receive a one-time \$5,000 stipend.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 20- GRIEVANCE PROCEDURE

Section 1. Definitions

1. A "grievance" is a formal, written allegation by a unit member or the Association that there has been a violation, misapplication, or misinterpretation of the provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.

Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district, are not within the scope of this procedure.

2. A "grievant" may be any one of the following:
 - 2.1 Any certificated, non-management employee(s) of the District covered by the terms of this Agreement. In the event any grievant dies or becomes incapacitated subsequent to filing a grievance, the Association shall be certified to assume the role of grievant for purposes of completing the consideration of the grievance.
 - 2.2 The Association, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.
3. A "day" is any day in which the District Administration Center is open for business with the exception of those days during winter and spring recess. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
4. The Association may process multiple grievances involving the same or similar facts and issues arising under the terms of this Agreement. The Association, and only the Association, is entitled to file such a "class action grievance".
 - 4.1 Group Grievances - It is recognized by the parties that if grievances which are the same or substantially the same in facts and issues reach Level III, then it is to the parties' benefit to group the grievances for purposes of adjudication.
 - 4.2 Mutual agreement concerning the similarity of facts and issues is a prerequisite to proceeding with a group or "class action" grievance.
 - 4.3 The only grievances which may be combined within a group grievance are those which were properly and timely filed as set forth in this article. Once a class or group grievance is certified by the parties as involving claims which have the same or substantially the same facts and issues, no additional grievants may be added to the class, nor may any additional claims be raised, without mutual consent of the parties.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

5. Once a grievance dispute is resolved, the parties will state such resolution in writing as a grievance settlement which shall be signed by the grievant, the Association and the District. Any such grievance settlement utilizing a resolution mechanism that is inconsistent with the terms of this Agreement or that affords an alternate advantage to the bargaining unit member(s), grievant, Association or the District not otherwise guaranteed by the terms of this Agreement, shall not be construed as precedent or binding practice for subsequent grievance settlements and/or arbitration awards.
6. Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without Association intervention and/or representation, in an attempt to resolve the matter informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur but are not required.
7. Grievants shall have the right to Association representation at all steps, at all conferences and during any and all discussions and/or proceedings, formal or informal, concerned with processing or adjusting the grievance. Neither the Association nor the District shall attempt to isolate any grievant in order to influence an adjustment of the grievance.
8. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure short of arbitration without Association intervention. The Association agrees to hold harmless and indemnify the District for all costs and expenses incurred by the District in conforming to the requirement that only the Association may appeal a grievance to arbitration. In the event a grievant so chooses, such process shall be subject to the following provisions:
 - 8.1 A copy of the original grievance will be transmitted to the Association when first received by the District.
 - 8.2 No resolution of the grievance shall be agreed to until the Association has received a copy of the proposed resolution and has been given fifteen (15) days to file a response.
 - 8.3 Any adjustment of such grievance shall not be inconsistent with the terms of the Agreement.
9. It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.
10. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution. It is mutually understood and agreed that the management persons responsible for considering grievances at Levels I through III are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the event no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified timelines.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

11. When acting as a grievant's designated representative, the Association may transmit appeals, informational requests, schedule hearings and/or conferences and generally administer all matters concerned with joint consideration of grievances on behalf of the grievant. This shall not be construed so as to permit the Association to sign grievances for individual unit members who are submitting a grievance unless such is authorized in a written, notarized statement by the individual unit member(s).

Section 2. Informal Level: Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

Section 3. Formal Level:

- 11.1 Level I. Within fifteen (15) days after the occurrence of the act, omission or violation giving rise to the grievance, or within fifteen (15) days of the time the grievant should reasonably have known of the act, omission or violation giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference, and the specific remedy sought.

11.1.1 The immediate supervisor for unit members assigned to a single school shall be the principal. For unit members assigned to no school site, or several school sites, the administrator to whom the member is responsible shall be the immediate supervisor. If there is doubt as to which individual is the immediate supervisor for purposes of grievance processing, the District Office of Labor Relations shall, upon request, inform the grievant who his/her designated immediate supervisor is to enable the grievant's submission of the grievance or complaint for Level I consideration.

11.1.2 The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

11.1.3 Within the above time limits, a personal conference will be held at the request of either party.

- 11.2 Level II. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the appropriate Division Superintendent, or his/her designee, within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

11.2.1 The Division Superintendent, or his/her designee, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Division Superintendent, or his/her designee, may request a

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

personal conference within the above time limits. If the Division Superintendent, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

- 11.3 Level III. If the grievant is not satisfied with the decision at Level II, he may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations, or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal. The Administrator, Labor Relations, or his/her designee shall communicate his/her decision to the grievant within ten (10) days. If the Administrator, Labor Relations or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.
- 11.4 Level IV. If the Association is not satisfied with the decision at Level III, the Association may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute. The Association and the District shall within five (5) days request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin. The Association and the District may mutually agree on an arbitrator not on the panel. If no agreement is reached within five (5) days from the date of submission to arbitration, either party may require that selection be made from the panel described. The Association and the Office of Labor Relations may agree to use expedited arbitration as provided for in accordance with the American Arbitration Association Rules for Expedited Arbitration. If there is agreement to expedited arbitration as delineated immediately above, the District shall notify the arbitrator as soon as reasonably possible, and the arbitrator shall supply the parties with written notification of three possible hearing dates encompassing no less than a two-week span. The parties may then mutually agree on a date or mutually agree that the District request the arbitrator to supply the parties with three more possible hearing dates, encompassing no less than a two-week span, or either party may require that selection be made from the three dates initially submitted by the arbitrator. In that event, selection of the date shall be accomplished by each party alternately striking a date until only one date remains. The remaining date shall be the date of the hearing. The order of striking shall be determined by the flipping of a coin.
- 11.4.1 If there is not mutual agreement to expedited arbitration as previously delineated, and regular arbitration is requested, the District shall immediately request the arbitrator to supply the parties with four possible hearing dates encompassing no less than a four-week span.
- 11.4.2 The parties shall reserve two hearing dates for the arbitration by each party striking one date in turn. The remaining two dates shall be reserved for the arbitration. The order of striking shall be determined by the flipping of a

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

coin. This shall not be construed so as to prevent the parties from mutually agreeing on two of the dates submitted.

- 11.4.3 In the event the parties have not mutually agreed to proceed under expedited rules, the District shall obtain a recorder for each of the hearing dates scheduled. The costs of the recorder and the transcript shall be borne equally between the District and the Association. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association.
- 11.4.4 If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 11.4.5 Issues arising out of the exercise by the Board and administration of its responsibility referred to in the article on District Rights, including the facts underlying its exercise of such discretion, shall not be subject to the procedure.
- 11.4.6 The arbitrator shall conduct hearings to consider evidence and arguments in accordance with the appropriate rules/provisions of the California Code of Civil Procedure.
- 11.4.7 The arbitrator is empowered to recommend his/her mediation of the dispute at any time his/her judgment determines that circumstances warrant such a recommendation. Such mediation will occur only by mutual consent of the Association and the District.
- 11.4.8 Briefs may be submitted in accordance with the following provisions:
- 11.4.8.1 By request of either party; or
 - 11.4.8.2 By the order of the arbitrator at the close of a hearing.
- 11.4.9 In the event briefs are submitted, they shall be postmarked within fifteen (15) days from the parties'/arbitrator's receipt of the transcripts. If dispute should arise over the submission date, the arbitrator shall establish such submission date and so inform the parties. After the hearing and/or briefs submission, the arbitrator shall submit in writing to the parties his/her findings an award, which shall be final and binding.
- 11.4.10 If there is dispute as to the application of the arbitrator's award, the arbitrator shall retain jurisdiction to decide such disputes and to determine the process by which he/she considers such disputes.
- 11.4.11 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 11.4.12 Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.
- 11.4.13 In the event the Association grieves any of the articles for which Association grievance is provided, the grievance procedure shall start at Level III, with fifteen (15) days allowed for the Administrator, Labor Relations, or his/her designee, to render his/her decision.
- 11.4.14 The District and the Association may mutually agree to contract with an arbitrator to contract or agree with him/her to serve as a permanent arbitrator; that is to arbitrate all matters brought to arbitration between the parties without the parties going through the above-described selection procedure delineated for the selection of an arbitrator.

Section 4. Mutual Disciplines Regarding Processing of Grievances

- 11.5 The Association and the District are prohibited from utilizing dilatory and/or harassment tactics in connection with the filing and/or processing of grievances. Both parties agree that they will not take any form of reprisal against any bargaining unit member as a result of that bargaining unit member's lawful engagement in grieving or refusing to grieve.
- 11.6 The party alleging violation, misinterpretation, and/or misapplication of this article shall, as soon as reasonably possible, notify the other party in writing as to the known substance and scope of such charges prior to the formal consideration as described in this article.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 21- WORK HOURS

1. The workweek of School Social Workers shall normally be Monday through Friday; provided, however, that the District may establish a different workweek for particular employees, as required to meet the operational needs of the District. The work of these FLSA-exempt employees does not lend itself to a defined workday or workweek of rigidly established length though it should generally be based on the concept of approximately forty (40) hours per week. Each employee is expected to routinely be present and available during regular office hours. The hours required will vary from day to day and week to week. The employee's work day shall be established at the discretion of the District to meet operational needs, in a manner consistent with applicable law.
2. Work hours may include, but are not limited to:
 - 2.1 Student, family and community engagement;
 - 2.2 Parent conferences;
 - 2.3 Crisis management and intervention;
 - 2.4 Individualized Education Program and Section 504 student meetings;
 - 2.5 Meetings held to offer student support, including but not limited to Student Success Team meetings, Targeted Support Team meetings, Tier II meetings, and any meetings with outside community agencies;
 - 2.6 Professional growth activities, including but not limited to trainings, conferences, and professional development;
 - 2.7 Maintaining timely and accurate records and documentation in compliance with District, State, and Federal requirements;
 - 2.8 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals
 - 2.9 Attending meetings scheduled by his/her/their supervisor;
 - 2.10 Creating and implementing site needs assessment and service plan developed with school site administrator; and
 - 2.11 Management duties as assigned.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 22- WORKLOAD EXPECTATION

1. The District recognizes that due to the nature of student needs and variances between student populations, the District will make an effort to create equitable workloads. Unit member workload consideration shall include, but not be limited to, student needs, case management, number of students served, interventions, travel time between sites, and professional responsibilities.
2. Social Workers provide a variety of direct and indirect services that include case management functions involved in identifying, assessing, and counseling a diverse range of students and families. It is the ultimate goal and function of Social Workers to provide mental health and social-emotional counseling and support to students and families to increase well-being and success in order to stay in school on target to graduate.
3. An annual caseload analysis will be a mechanism by which caseload inequities are identified, analyzed, and plans for reallocation of staff and/or cases are developed for implementation.
 - 3.1 Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, Unit, district, division, or departmental employee work efforts.
 - 3.2 The Social Worker is assigned a student population (region, school, student need, etc.) and based upon that specific designation, the Social Worker uses his/her/their professional discretion to determine which students need services and what level of service that a student needs. The caseload, therefore, is built by the Social Worker's professional discretion of student needs and balancing his/her/their professional and ethical duties.
 - 3.2.1 The number of students identified on a Project Access Social Worker's summary report will generally be between 65-80 students. The number of students on the summary report shall be leveled by September 30.
4. Of the Social Worker's caseload, the Social Worker shall have the following expectations:
 - 4.1 For Site Funded Social Workers and Site Based Clinical School Social Workers, a Social Worker must have at least 35 completed intervention cycles with as many unique students as possible.
 - 4.1.1 For this entire Article, "intervention cycles" shall be defined as at least eight (8) sessions and shall include an intake assessment, psycho-social assessment, and progress monitoring at four session intervals with designated tools.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 4.2 For Specialty Social Workers (i.e., Juvenile Justice Center, Family Wellness Center, Shelter and Motel, Suicide Prevention) and Project Access Social Workers, a Social Worker must have at least 30 completed intervention cycles with as many unique students as possible
- 4.3 Each social worker may offer group intervention based on their professional judgment. "Group intervention" is defined as meeting with at least two (2) but not more than eight (8) students in an intervention session.
5. Each Site Based, Clinical Site Funded, Specialty-Family Wellness Center, and Specialty-Suicide Prevention shall annually participate in annual school wide education and awareness for Suicide Prevention each September, which includes parent, staff, and student education, training, and engagement. All other Social Workers may support Suicide Prevention depending on their capacity. In addition, Social Workers shall participate in the following annual school wide education and awareness initiatives for parents, students, and staff each year, depending on their designation:
 - 5.1 Project Access and Specialty-Juvenile Justice Center, Specialty-Shelter Motel: Homeless Youth Awareness Month (November), and Foster Youth Awareness Month (May).
 - 5.2 Site Based and Site Funded, Specialty-Family Wellness Center, and Specialty-Suicide Prevention: Teen Dating Violence Awareness/ Health Relationship Awareness Month (February) and Mental Health Awareness Month (May).
 - 5.3 The materials created for these events shall be saved in a database and provided to all Social Workers, including site funded Social Workers.
6. Intake assessment and the applicable intake paperwork shall be completed by each Social Worker when a student is referred to them.
 - 6.1 For Project Access Social Workers and Specialty-Juvenile Justice Center, Shelter and Motel Social Workers:
 - 6.1.1 Project Access Social Workers shall complete initial intake assessments by October 1 each year for all new students assigned to them on the initial summary report within 14 days of the first day of school.
 - 6.1.1.1 A full intake assessment is not required for students identified and served by the Social Worker on the initial summary report from the previous academic school year. For these students, the Social Worker shall conduct a condensed assessment to determine the level of intervention necessary. These condensed intake assessments shall be completed within the first 45 days of the school year.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 6.1.2 For students identified as foster/homeless later than the 14 days following the first day of school, Project Access Social Workers shall have 30 days to complete the initial student assessment. New students assigned to a Social Worker will be indicated on the summary report.
 - 6.1.3 Site Based, Site Funded, and Specialty-Family Wellness, and Specialty-Suicide Prevention Social Workers shall have seven (7) school days to complete an intake assessment for all students referred to them on a non-crisis basis.
 - 6.1.4 All Social Workers shall complete intake assessment for students identified as needing crisis intervention as soon as possible.
7. All Clinical School Social Workers are expected to complete documentation reflecting the services rendered to students in a timely manner.
- 7.1 Documentation of services rendered, i.e., risk assessment, Atlas documentation, RELAY, and RELAY ORP, shall be completed within three school days.
 - 7.2 Outcomes Log shall be up to date by the 5th of every month. If the 5th falls on a weekend, then the Outcomes Logs will need to be up to date by the Friday before by 5 pm. Additionally, all Outcomes Logs must be up to date prior to any school break (i.e., Thanksgiving, Winter, Spring, or Summer).
 - 7.2.1 For the duration of this contract, the District is working on designing intervention progress monitoring tools which may replace current log data entry procedures with the goal of merging the Outcomes Log and Atlas documentation procedures.
 - 7.2.2 One PLC meeting a year shall be dedicated to reviewing the logs used to record progress monitoring.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

**ARTICLE 23- JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE
BARGAINING UNIT MEMBERS**

1. Purpose

- 1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Sections 44930, et.seq. to the extent those sections would otherwise be deemed applicable.
- 1.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without "just cause". Applicable standards of "just cause" are those promulgated by the American Arbitration Association Department of Education and Training herein included as an addendum to this article. While conformance with such standards is an expectancy during all disciplinary considerations, satisfaction of such standards shall not constitute a "threshold issue" to a full merits review.
- 1.3 The parties endorse the utilization of this Agreement and the contractual grievance and arbitration proceedings. Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.
- 1.4 District action to terminate employment remunerated under "Extra Pay for Extra Services" contracts as specified in this Agreement shall not be reviewable under this article unless such termination is for a disciplinable offense.

2. General Provisions:

2.1 Representation:

Upon request, bargaining unit members have the right to secure and utilize Association representation for any disciplinary meetings. The Association and the District shall take reasonable steps to inform employees of this right.

The District will offer an employee, prior to a disciplinary meeting, the opportunity to be accompanied by an Association representative if one is reasonably available, provided, however no claim by an employee or by the union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

2.2 Right of Rebuttal:

Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

2.3 Acknowledgment of Receipt of Documents:

The bargaining unit member shall acknowledge receipt of all documents of a derogatory nature (as defined in Article 42, Section 4) intended for placement in his/her personnel file in the manner set forth in Article 42, "Personnel Files" of this Agreement. Notice may also be documented by utilizing registered mail to transmit true copies of documents to be filed, return receipt requested.

2.4 The content of employee evaluations is not grievable. However, commentary alleging grounds for discipline as defined in this article, if included in such evaluations under Standard 6 (Developing as a Professional Educator), is grievable on the issues of whether just cause exists for such comments, and whether steps 4.1, 4.2, and 4.3 below have been followed.

3. Grounds

Grounds for "progressive discipline" under this article shall consist of the following categories derived from the California Education Code Section 44932:

- 3.1 Immoral or unprofessional conduct;
- 3.2 Dishonesty;
- 3.3 Evident unfitness for service;
- 3.4 Violation of or refusal to obey the school laws of the State or reasonable regulations prescribed by the governing board of the District;
- 3.5 Use of alcoholic beverages or other drug abuse which makes the bargaining unit member unfit to instruct or associate with children;
- 3.6 Conviction of a felony or of any crime involving moral turpitude.

4. Levels of Progressive Discipline:

The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to improve his/her behavior and/or cease unacceptable behavior which may constitute grounds for discipline (Section 3 above). Subject to Section 4.5, administration of disciplinary action shall conform to the following progression:

4.1 Informal Level

The parties believe that disciplinary questions and/or issues are best resolved by means of objective discussion between appropriate administrative personnel and bargaining unit members. This is the first step prior to formal discipline. Informal interventions may include verbal discussions, verbal warnings and/or written memo(s) of concern. Support and directives may include verbal coaching, modeling, observations and/or a plan for improvement. Documentation at the

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

informal level may include emails summarizing a verbal warning and/or a memorandum of concern. Specific informal warnings cannot be escalated to a formal written warning unless the same infraction is repeated.

4.2 Written Warnings

Written warnings issued to the bargaining unit member constitute the first level of formal discipline. Written warnings may be issued when efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the unit member's behavior. The dates of discussion(s) and memo(s) of concern are to be attached to the written warning.

4.2.1 Informal interventions, memo(s) of concern and written warnings shall not be part of the personnel file unless they are attached as support for written reprimands or a higher level of formal discipline.

4.3 Written Reprimand

Written reprimands for placement into the bargaining unit member's personnel file constitute the second level of formal discipline. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.4 Suspensions Without Pay

A second written reprimand for placement into the bargaining unit member's personnel file, which may include a written notice of suspensions without pay [not to exceed fifteen (15) working days], shall constitute the third level of formal discipline. The District must append to the reprimand/notice of suspension any prior written warnings and/or reprimands which are to be relied upon for any purpose.

4.5 While progressive discipline levels may not be bypassed arbitrarily or capriciously, nothing in the Article shall preclude full or partial bypass of such levels for serious misconduct of such a critical nature that, in the evaluation of the arbitrator, it justifies bypassing earlier levels of progressive discipline:

4.5.1 Neither shall the provisions of this Article limit in any manner the District's decision to immediately implement dismissal or suspension (for more than fifteen (15) days) proceedings in accordance with the California Education Code;

4.5.2 If the District attempts to suspend an employee under the Code, and fails, the District is prohibited from attempting to impose any discipline under this article for the same offense;

5. Procedures and Sequence Governing Implementation of Formal Discipline:

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 5.1 Informal level progressive discipline is intended to correct the behavior(s). If interventions at the informal level do not resolve the matter and the issues persist/continue/are repeated, within fifteen (15) working days after the circumstances/facts were known or should have been known, the unit member shall be provided with *formal progressive discipline consisting of one or more of the following*: a written warning, reprimand and/or a Statement of Concern, as applicable, along with pertinent facts giving rise to such charges.
- 5.2 After receipt of a written warning, reprimand and/or a Statement of Charges, the bargaining unit member shall have ten (10) working days to request via writing or email an opportunity to meet with the immediate supervisor or designee to review the written warning, reprimand and/or a Statement of Charges, to obtain clarification and/or present a response. The bargaining unit member may seek an additional extension of 5 working days to present a response.
- 5.3 The supervisor shall then have ten (10) working days to consider the matter and transmit a final written decision to the bargaining unit member as to whether the discipline will be upheld or withdrawn, and a copy of the disciplinary document, if discipline is upheld.
- 5.4 Bargaining unit members shall then have the right to generate full review of formal discipline documents by initiating a grievance at Level II of the Grievance Procedure Article 19. From that point on, review will occur in conformance with the timelines and procedures delineated in the Grievance Procedure. Review of written warnings terminates at the close of Level III of the Grievance Procedure. If such warnings are subsequently attached to reprimands, (with or without suspensions), they are subject to full grievance review (through Level IV) with the reprimand/suspension.
- 5.5 Formal discipline will be implemented as follows:
- 5.5.1 Written warnings and reprimands (with or without suspensions) will not be placed in a bargaining unit members personnel file until exhaustion of Level III of the Grievance Procedure unless the bargaining unit member has not caused grievance review.
- 5.5.2 Suspensions without pay shall be limited to fifteen (15) working days and shall not be implemented prior to exhaustion of the grievance process on the matter unless the bargaining unit member has not caused grievance review.
- 5.6 Sealing Adverse Documentation:

Upon request of a bargaining unit member formal discipline documents in a bargaining unit member's personnel file shall be sealed if, during the two-year period following the date of the document, the bargaining unit member was not formally reprimanded or suspended and no warning letters for similar misconduct

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

have been issued.

5.6.1 Testimony shall not be given, or evidence shall not be introduced relating to matters that occurred more than four years before the date of the filing of the adverse documentation, except as provided in the Education Code.

5.7 Protocol:

The parties agree that in processing disciplinary matters under this Article, all parties involved shall endeavor to collectively establish procedures that are fair, thorough, and that allow for objective assessment of the facts and circumstances giving rise to the proposed disciplinary action. Accordingly, all parties involved will:

5.7.1 Fully and in good faith disclose all known facts, circumstances and evidence pertinent to the relevant issues; and

5.7.2 At all times maintain appropriate confidentiality, demonstrate proper interpersonal behavior, and communicate in an objective manner.

5.8 Understanding of Interpretation and Administration:

The Association and the District agree that the "Bargaining Unit Members' Just Cause, Due Process and Progressive Discipline" Article 21 should be interpreted and administered consistent with the following understanding:

5.8.1 That procedures and/or evidentiary documentation relevant to statutory dismissal proceedings are separate from the ". . . Progressive Discipline" Article. This does not imply license for the District to arbitrarily or capriciously ignore contractual provisions.

5.8.2 That the clause "reasonable regulations prescribed by the governing board of the District" (in the ". . . Progressive Discipline" Article, Section 3.4.) includes such regulations contained in the provisions of the Collective Bargaining Agreement.

5.8.3 That documents sealed in personnel files in accordance with this Agreement will be sealed in envelopes and stored in a strictly confidential manner and placed in the personnel file. Access shall be limited to the Superintendent's designee only for possible use in dismissal proceedings or in response to an official order. Arbitrators findings concerning allegations in such documents shall be attached to the documents.

5.9 Documentation

5.9.1 The District may use documentation models (such as FRISK – Facts, Rules, Impact, Suggestions and Knowledge) for disciplinary actions.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

6. Reference to Adverse Documentation in Evaluations
 - 6.1 Adverse documentation issued within the prior two years of the current evaluation cycle shall only be referenced in a formative or summative evaluation when related to areas of improvement/deficiencies identified in the current evaluation cycle.
 - 6.2 Adverse documentation issued more than two years prior to the current evaluation cycle shall not be referenced in a formative or summative evaluation in the current evaluation cycle unless there is evidence of a continuing pattern of needed improvement.

ADDENDUM:

AMERICAN ARBITRATION ASSOCIATION'S TESTS APPLICABLE FOR LEARNING WHETHER EMPLOYER HAD JUST AND PROPER CAUSE FOR DISCIPLINING AN EMPLOYEE

Few, if any, union-management agreements contain a definition of "just cause". Nevertheless, over the years the opinions of arbitrators in innumerable discipline cases have established a sort of "common law" definition thereof. This definition consists of a set of guidelines or criteria that are to be applied to the facts of any one case. These criteria are set forth below in the form of questions.

A "no" answer to one or more of the following questions normally signifies that just and proper cause did not exist. In other words, a "no" means that the employer's disciplinary decisions contained one or more elements of arbitrary, capricious, unreasonable, and/or discriminatory action to such an extent that said decision constituted an abuse of managerial discretion warranting the arbitrator to substitute his or her judgment for that of the employer.

The answers to the questions in any particular case are to be found in the evidence presented to the arbitrator at the hearing thereon. Frequently, of course, the facts are such that the guidelines cannot be applied with slide rule precision.

THE QUESTIONS

7. Did the agency give the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?

NOTE A - Forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and penalties for violation thereof.

NOTE B - There must have been actual oral or written communication of the rules and penalties to the employee.

NOTE C - A finding of lack of such communication does not in all cases require a "no" answer to Question Number One. Certain offenses, such as insubordination, coming to work intoxicated,

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

drinking intoxicating beverages on the job, or theft of the property of the company or of fellow employees, are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

NOTE D - Absent any contractual prohibition or restriction, the agency has the right unilaterally to promulgate reasonable rules and issue reasonable orders; and same need not have been negotiated with the union.

8. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

NOTE - If an employee believes that the rule or order is unreasonable, s/he must nevertheless obey it (in which case s/he may file a grievance there over) unless s/he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his or her personal safety and/or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for his or her disobedience.

9. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?

NOTE A - The agency's investigation must normally be made before its disciplinary decision. If the company fails to do so, its failure may not normally be excused on the grounds that the employee will get his or her day in court through the grievance procedure after the exaction of discipline. By that time, it is generally conceded that there has been too much hardening of positions.

NOTE B - There may, of course, be circumstances under which management must react immediately to the employee's behavior. In such cases, the normally proper action is to suspend the employee pending investigation, with the understanding that: (a) The final disciplinary decision will be made after the investigation and (b) If the employee is found innocent after the investigation, s/he will be restored to his or her job with full pay for time lost.

10. Was the agency's investigation conducted fairly and objectively?

NOTE - At said investigation, the management official may be both "prosecutor" and "judge", but s/he may not also be a witness against the employee.

11. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

NOTE - It is not required that the evidence be preponderant, conclusive or "beyond reasonable doubt". But the evidence must be truly substantial and not flimsy or slight.

12. Has the agency applied its rules, orders and penalties even-handedly and without discrimination to all employees?

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

NOTE A - A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

NOTE B - If the agency has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously, the agency may avoid a finding of discrimination by telling all employees in advance of its intent to enforce hereafter all rules as written.

13. Was the degree of discipline administered by the agency in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the agency?

NOTE A - A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good", a "fair", or a "bad" record. Reasonable judgment thereon must be used.)

NOTE B - An employee's record of previous offenses may never be used to discover whether s/he was guilty of the immediate or most recent offense. The only proper use of his or her record is to help determine the severity of discipline once s/he has properly been found guilty of the immediate offense.

NOTE C - Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offense. Thus, if employee A's record is significantly better than those of employees B, C and D, the agency may properly give a lighter punishment than it gives the others for the same offense, and this does not constitute true discrimination.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 24- LEAVE OF ABSENCE

1. Travel Leave: Leave of absence may be granted for travel for educational purposes in accordance with the provisions of the Education Code.
2. Personal/Study Leave: Leave of absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon the recommendation of the Superintendent. If recommended by the Superintendent, one additional year of leave may be granted. Upon expiration of the second year of leave, an employee must return to duty within the Fresno Unified School District or submit his/her resignation. Exceptions will be considered by the Board upon the recommendation of the Superintendent.
3. Special Leave to Serve in State Legislature: Leave of absence shall be granted to a bargaining unit member who is an elected member of the State Legislature.
4. Requests for Leave: Requests for leave of absence should be filed prior to March 1 preceding the year for which absence is requested, except in cases of emergency or pregnancy leave. All requests should be filed on the prescribed forms approved and provided by the Superintendent.
5. Terms of Leave: Persons granted leave shall be required to abide by the terms under which the leave was granted by the Board of Education.
6. Physical Examination After Leave: Persons returning from a leave of absence of one year or more are required to pass a satisfactory physical examination (including chest x-ray) and file a certificate of same with the Superintendent of Schools.
7. Part-time leaves may be granted for study or personal leaves.
8. Bargaining unit members on leave without compensation may maintain fringe benefits coverage at their own expense. This shall not be construed so as to apply to bargaining unit members on part-time leaves of 50% or less.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 25- ACCIDENT OR ILLNESS, LEAVE OF ABSENCE

1. Leave of absence may be granted to a bargaining unit member who is compelled to absent himself/herself from his/her duties because of accident or illness, whether or not the cause of absence arises out of and in the course of the employment of the bargaining unit member, or because of quarantine which results from his/her contact with other persons having a contagious disease, or because of temporary inability to perform the services required of him/her because of illness, accident or quarantine.
2. Such leave shall be without compensation, when in excess of regularly accrued benefits.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 26-ADOPTION LEAVE

A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave and sub-deduct days for adoption leave for a period of adjustment within the family unit. The unit member shall notify their supervisor of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 working days. This provision is limited to only one bargaining unit member of a family for each adoption.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 27- BEREAVEMENT LEAVE

1. Every bargaining unit member is entitled to leave of absence, not to exceed five (5) days on account of the death of any member of the employee's immediate family.
2. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of the District.
3. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the employee. Members of the immediate family, as used in this section, shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member, or of the spouse of the bargaining unit member.

In cases of death of members of the family not included as "members of the immediate family," see the Leave in Cases of Personal Necessity Article of this Agreement.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

**ARTICLE 28- LEGAL COMMITMENTS AND TRANSACTIONS LEAVES OF
ABSENCE**

1. In the event that bargaining unit members should be summoned to appear for jury duty or as a witness to court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit member, the District shall grant leaves of absence to bargaining unit members under the above conditions, and the employee shall reimburse the District any amount he/she receives for jury or witness fees, up to the amount of the employee's daily rate of pay for the period of absence. The bargaining unit member shall retain any amount he/she receives for mileage/travel expenses.
2. In order to implement the preparation of proper employee attendance records and salary payments, bargaining unit members shall:
 - 2.1 Immediately, upon return to duty, submit an appropriate absence slip showing dates of absence and reason for absence, i.e., "Jury duty or witness duty".
 - 2.2 In view of the fact that bargaining unit members receive full salary while on leave as prescribed in paragraph 1 above, bargaining unit members shall send to the Payroll Office their check for jury or witness fees. The check should be endorsed "Pay to the order of Fresno Unified School District". Normally, the check also includes a mileage allowance, and the mileage allowance will be returned to the bargaining unit member.

If the jury or witness duty should occur outside the bargaining unit member's normal duty period, the above procedure does not apply. No absence form would be required and the full amount of the jury or witness fees shall be retained by the bargaining unit member.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 29- PARENTAL LEAVE OF ABSENCE

1. Differential Parental Leave of Absence
 - 1.1 Effective January 1, 2017, each bargaining unit member shall maintain eligibility for parental leave, as allowable pursuant to the Education Code, including members who are a couple, and both are employed with the District as certificated employees.
2. A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:
 - 2.1 A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions.
 - 2.2 Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
 - 2.3 Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.
 - 2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of 1.2 and 1.3 above shall be applied for bargaining unit members eligible under those provisions to care for said child.
3. Notification of Return to Active Employment:
 - 3.1 If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave and to return to active employment within sixty (60) days after the termination of pregnancy

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after

April 30, the District may continue the parental leave until the commencement of the next school year. Upon his or her return, said bargaining unit member shall be entitled to all benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay, provided that the leave has not exceeded two (2) semesters.

- 3.2 If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision 1.3 of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.
- 3.3 While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.
- 3.4 All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.
4. A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 30- PEACE CORPS SPECIAL LEAVE

1. A Peace Corps leave of absence shall be granted to permit a bargaining unit member to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.
2. Length of Leave: Leaves for service in the Peace Corps shall be considered for a period not to exceed two (2) years.
3. Effect on Benefits:
 - 3.1 Step advance:

When acceptable evidence of satisfactory Peace Corps service is presented, credit will be granted in the same manner as military service credit.
 - 3.2 Retirement:

Service on a Peace Corps leave is not creditable for retirement purposes, and no retirement contributions are required.
 - 3.3 Sabbatical:

Time spent on a Peace Corps leave will not count for sabbatical service requirement. It will not, however, break the continuity of service.
 - 3.4 Other:

No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps leave.
4. Notice Procedure: After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

ARTICLE 31- PERSONAL BUSINESS LEAVE, USE OF SICK LEAVE

With prior notification to the supervisor, a unit member may use a maximum of two (2) days of personal business leave to be charged against the accumulated sick leave of the unit member. The days are to be part of the total of ten (10) days allowed pursuant to Article 30, Personal Necessity Leave. A request for a substitute must be made to the Division of Human Resources/Labor Relations as soon as possible [preferably at least ten (10) days in advance]. The Division of Human Resources/Labor Relations will confirm the request. Supervisors may request that the Division of Human Resources/Labor Relations deny the leave on the basis that a condition exists under which it is a necessity that the social worker be on duty on that specific day.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 32- PERSONAL NECESSITY, USE OF SICK LEAVE

1. Any days of leave of absence for illness or injury allowed for sick leave may be used by the bargaining unit member, at his/her election, upon prior approval, in cases of personal necessity or personal business leave. Leave taken pursuant to this article shall be for an activity that cannot normally be taken care of after the regularly scheduled Duty Day.
2. A maximum of ten (10) days of accumulated leave may be used in any school year for personal necessity. Three (3) of these days may be used to observe recognized religious holidays according to personal convictions. In order for it to be considered a recognized religious holiday, there must be an established observance during the day that would conflict with a bargaining unit member's regular workday.
3. Reasons which shall be considered as a personal emergency or necessity under these rules and regulations are limited to:
 - 3.1 Death of a member of the immediate family. The "immediate family" as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law, niece or nephew of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member. Members of the immediate family as used in this section shall be extended to include stepmother, stepfather and stepchild of the bargaining unit member or of the bargaining unit member's spouse. This applies after Bereavement Leave has been used. (See "Bereavement Leave" article of this Agreement.)
 - 3.2 Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in 3.1 above. ("Close relatives" would include uncles, aunts and cousins.) Emergency leave may also be granted for the funeral of a non-relative living in the immediate household.
 - 3.3 Accident involving his/her personal property or the person or property of a member of his/her immediate family as defined in 3.1 above, and of such emergency nature that the immediate presence of the bargaining unit member is required during his/her assigned hours of service.
 - 3.4 Appearance in court as a litigant.
 - 3.5 An illness or an unusual circumstance involving a member of the bargaining unit member's immediate family as defined in 3.1 above, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member during his/her assigned hours of service. (In addition to this leave a member may take an additional six (6) days as permitted by Labor Code Section 233.)

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 3.6 The birth of a child making it necessary for a bargaining unit member who is the father of the child to be absent from his position during the assigned hours of service.
- 3.7 To the extent allowed by law, parents may take up to four hours leave for involvement in activities at their child's school.
4. Bargaining unit members notify their immediate supervisor and clerical staff via email as soon as possible and submit for planned time off in Lawson. Supervisors will verify the eligibility of the request for necessity leave and will make the appropriate recommendation. A copy of the request form, with the supervisor's recommendation and comments, will be returned to the bargaining unit member.
5. Advance permission must be obtained for personal leave except that the bargaining unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
 - 5.1 Death or serious illness of a member of his/her immediate family
 - 5.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family
 - 5.3 However, bargaining unit members must input their absence on Lawson upon their date of return.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 33- PREGNANCY/ DISABILITY LEAVE

1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
 - 1.1 Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
 - 1.2 The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
 - 1.3 Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 34- SICK LEAVE

1. Eligibility Requirements:

- 1.1 Pursuant to the provisions of Education Code Section 44978, every bargaining unit member employed on a full-time, five-days-a-week basis shall be entitled to ten (10) days leave of absence for illness or injury per school year without loss of pay.
- 1.2 All bargaining unit members employed for less than full-time service shall be entitled to the proportion of ten (10) days sick leave as the percentage of duty time served bears to full-time service.

2. Payment Procedures:

- 2.1 Pay for any day of such absence shall be the same as the pay which would have been received had the bargaining unit member served during the day.
- 2.2 Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the school year.
- 2.3 If such bargaining unit member does not take the full amount of leave allowed in any school year under this regulation, the amount not taken shall be accumulated from year to year.
- 2.4 No deduction from the salary shall be made until all accumulated sick leave has been used.

3. Substitute Differential Salary:

- 3.1 Pursuant to the provisions of Education Code Section 44977, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 3.2 No deduction from the salary shall be made until all accumulated sick leave has been used.

4. Catastrophic Leave Program

The purpose of the voluntary catastrophic leave program is to permit bargaining unit members to donate eligible sick leave credits to a bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury and has exhausted all

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

paid leave. This program only provides for receipt of sick leave credits as are donated and does not provide for an absolute right of continued paid leave.

4.1 Definition of Catastrophic Illness/Injury

In order to be considered catastrophically ill or injured within the context of this program, a bargaining unit member must meet all of the following conditions:

- 4.1.1 The bargaining unit member has sustained a serious illness or injury; and/or the bargaining unit member must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent child, or spouse, due to their personal serious health condition.
- 4.1.2 Such illness or injury is expected to incapacitate the bargaining unit member and prevent the bargaining unit member from returning to work for at least 30 days; and
- 4.1.3 The bargaining unit member has already exhausted all available paid sick leave including sub differential leave and other paid time off.

4.2 Eligibility for Receipt of Transfers of Sick Leave

Any bargaining unit member who is eligible to accumulate and use sick leave may receive transfers of sick leave credits, if the bargaining unit member has been found to meet the definition of catastrophically ill or injured. The recipient must apply for sick leave transfer usage and such application shall include medical reports certifying the nature of the illness/injury. During any fiscal year (July 1 through June 30), a recipient shall not receive more than:

- 4.2.1 Bargaining unit members whose pay is based upon a daily rate, 100 days;
- 4.2.2 Bargaining unit members whose pay is based upon an hourly rate, 700 hours.

4.3 Eligibility to Transfer Sick Leave

Any active duty bargaining unit member who is not catastrophically ill/injured and who is eligible to earn and use sick leave may transfer sick leave to another bargaining unit member subject to the following conditions:

- 4.3.1 The transferring bargaining unit member must retain a minimum of 8 days for daily-rate bargaining unit members or 64 hours for hourly-rate bargaining unit members of sick leave for his/her own personal use;
- 4.3.2 Transfers must be a minimum of an employee's total workday hours and in hour increments thereafter (for purposes of this program only, the bargaining unit member work day shall be considered to be equivalent to 8 hours);

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

- 4.3.3 All transfers are irrevocable;
- 4.3.4 The transferring bargaining unit member may transfer a maximum of 5 days for daily-rate bargaining unit members and 40 hours for hourly-rate bargaining unit members per year; and
- 4.3.5 Neither the transferring bargaining unit member nor the designated recipient may be in violation of subsection I.

4.4 Irrevocable Transfer

Transfer of sick leave is irrevocable. Transfer is defined as the actual use of one bargaining unit member's sick leave by a bargaining unit member who has been declared eligible under the catastrophic leave program. If the catastrophically ill or injured bargaining unit member returns to work or otherwise does not actually use an intended donation, that "transfer" did not occur the days are returned to the bargaining unit member making the donation.

4.5 Use of Eligible Leave First

Should the recipient of sick leave transfer accrue any other leave credits as a result of receiving the transferred leave, such credits will be used prior to the use of additional transferred leave credits thereby continuing to exhaust any accruals.

4.6 Procedure For Application For Catastrophic Illness Status

- 4.6.1 A bargaining unit member must complete a prescribed application form and return it to the Human Resources/Labor Relations Department together with supporting medical documentation. Applications shall be available in sufficient quantities at work sites.
- 4.6.2 The Human Resources/Labor Relations Department shall review these materials to render the decision as to whether or not the illness/injury meets the definition of catastrophic illness/injury in subsection 4. The Human Resources/Relations Department may seek additional documentation and/or ask the applicant to submit to examination by a physician that it designates to determine in fact that the applicant does suffer from a catastrophic illness/injury within the meaning of these rules. A bargaining unit member's failure to comply with these requirements may be grounds for rejection of the application
- 4.6.3 In order to continue to qualify as catastrophically ill/injured, a bargaining unit member who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation of current medical status as is necessary; provided, however, that such requests shall not be made for the purpose of harassing said bargaining unit member.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

4.6.4 If a bargaining unit member is determined not to be catastrophically ill/injured, the bargaining unit member shall have the right to appeal the decision to the Board of Education. The Human Resources/Labor Relations Department will automatically provide the bargaining unit member with the written reasons for denial and the procedure for appeal.

4.7 Posting of Eligible Recipients

4.7.1 The Human Resources/Labor Relations Department shall assign an exclusive number to each catastrophically ill/injured bargaining unit member deemed eligible to receive sick leave transfer under this program;

4.7.2 The Human Resources/Labor Relations Department shall maintain a running list of catastrophically ill/injured bargaining unit members, to be identified only by their special numbers, in order to let transferring bargaining unit members designate their recipient;

4.7.3 In all cases, the Human Resources/Labor Relations Department and its designees shall shield and protect the identities of catastrophically ill/injured bargaining unit members and the right of employees/ workers to confidentiality protection; and

4.7.4 Eligible recipients may identify themselves with the case number if they choose so that donors will have the information for designating a recipient.

4.8 Receipt of Transferred Sick Leave Credits by Catastrophically Ill Bargaining Unit Members

4.8.1 Bargaining unit members wishing to donate sick leave shall complete a donation form designating the case number of the catastrophically ill/injured bargaining unit member and the number of days/hours they intend to donate.

4.8.2 The Human Resources/Labor Relations Department shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential information of the Human Resources/Labor Relations Department and the Payroll Department.

4.8.3 The Human Resources/Labor Relations Department will request from Payroll an accounting of the amount of sick leave credit needed by a catastrophically ill/injured bargaining unit member to enable them to have a full paycheck after all other leave has been used in a given pay period. Human Resources/Labor Relations Department will then start at the top of the list of donors and stop when enough hours have been accumulated for that pay period. Payroll will be notified to transfer the sick leave from the

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

donors to the recipient. The process will continue with each new pay period until the individual returns, reaches the maximum in days/hours within fiscal year, or otherwise relinquishes his/her eligibility.

- 4.8.4 All hours transferred shall be credited as sick leave for the receiving bargaining unit member. As they are used, they shall be treated as use of the of the bargaining unit members own sick leave for all purposes including, continued accrual of vacation credits, sick leave, retirement service; service for pay increments; eligibility of holiday pay.
- 4.8.5 At the beginning of each pay period, a catastrophically ill/injured bargaining unit member must use all sick leave and vacation credits accrued during previous pay period before hours will be transferred.
- 4.8.6 A bargaining unit member who has been determined catastrophically ill/injured may use transferred hours from the date of certification of eligibility back to the date of application.
- 4.8.7 A receiving bargaining unit member may use transferred credits in a pay period to the extent that when combined with other compensation from the District and all other benefits from public sources, the total does not exceed the pay for 100% of the bargaining unit member's regularly scheduled hours for such pay period (excluding regularly scheduled overtime and premium pay). A receiving bargaining unit member may be required to provide financial records to prove compliance with this subsection. Failure to provide such records is grounds for exclusion from eligibility to receive sick leave transfers pursuant to this program.
- 4.8.8 The maximum amount of sick leave that can be transferred to an bargaining unit member for any single catastrophic illness/ injury is 75 days for daily-rate bargaining unit members and 600 hours for hourly-rate bargaining unit members.

4.9 No Selling or Coercion

No individual shall directly or indirectly solicit the receipt of, or accept, any compensation in full or partial exchange directly or indirectly, for sick leave credits to be transferred pursuant to this program.

No individual shall solicit the receipt of, or accept, the transfer of any sick leave pursuant to this section in full or partial exchange, directly or indirectly, for any compensation.

No individual shall threaten or in any way attempt to coerce an bargaining unit member with respect to transfer of sick leave pursuant to this program.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 35- STUDY LEAVE

1. Leave of absence may be granted to bargaining unit members for study in residence in accordance with the following provisions:
 - 1.1 Such leaves shall be without compensation;
 - 1.2 Study leaves shall be granted for no more than one year at a time. If recommended by the Superintendent, an additional year may be granted.
 - 1.3 Bargaining unit members must complete at least six units during the year of study leave in order to maintain eligibility for annual service increments. For part-time study leaves or full time study leaves shorter than a school year in duration, the number of units required shall be equitably prorated.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 36- UNAUTHORIZED LEAVE OF ABSENCE

1. Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings and failure to perform assigned supervisory functions at school-sponsored activities.
2. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.
3. The Superintendent or the supervisor of the bargaining unit member may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the bargaining unit member's claim for absence. Such verification shall be made within five (5) days of the absence.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 37- MILEAGE ALLOWANCE

1. Unit members who are required to use their personal automobile in order to carry out their regularly assigned duties, or for other District-approved travel, shall be reimbursed at the maximum allowable rate established by the Internal Revenue Service.
 - 1.1 "Regularly assigned duties" travel shall include:
 - 1.1.1 Travel between work sites for unit members whose regular assignments specifically require such travel
 - 1.1.2 Travel by unit members whose assigned duties specifically involve transporting of supplies, equipment or food
 - 1.1.3 Travel required of unit members whose assigned duties specifically involve frequent visitations to students' homes
 - 1.1.4 Travel required of unit members whose assigned duties specifically require transportation of students.
 - 1.2 "Other District-approved" travel shall be that out-of-District travel required by the District of the unit member for which it suits the convenience of the District to pay a mileage allowance rather than providing other means of transportation.
2. The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. Such rates shall be established by multiplying the monthly mileage totals by the appropriate mileage allowance.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 38- NEGOTIATIONS PROCEDURE

1. On April 15 or the week thereafter of the calendar year in which this Agreement expires, both parties shall begin to meet and negotiate in good faith on negotiable items for the following budget year. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. The Board of Education and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives or committees.
3. Negotiations shall take place at mutually agreeable times and places.
4. Either party may request relevant reports from the other party.
5. As soon as available, the Board of Education shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
6. The District shall furnish the Association with requested public information that is necessary to the Association in order to fulfill its role as exclusive representative. The District may levy a reasonable charge for such materials.

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 39- NON-DISCRIMINATION

1. The Board of Education shall not illegally discriminate in regard to wages, hours or terms and conditions of employment against any bargaining unit member on the basis of race, color, domicile, creed, age, gender, national origin, political affiliation, marital status (in hiring), membership in an employee organization or participation in the lawful activities of an employee organization.
2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
3. District will comply with State and Federal laws/regulations regarding non-discrimination, sexual harassment, Americans with Disabilities Act, and Family Care and Medical Leave Act.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 40- PERSONNEL FILES

1. The District shall maintain bargaining unit members' personnel files at the District's Central Office.
2. The person or persons who draft and/or place material relevant to the assessment of performance in a bargaining unit member's personnel file shall sign the material and signify the date on which such material was drafted. Such material must be placed in the bargaining unit member's personnel file within a reasonable time after the circumstances giving rise to the material were known.
3. Access to personnel files shall be limited to the members of management on a regular, need-to-know basis, and any inspection or review of a unit member's file shall be recorded on a form developed for that purpose which will include the name, position, date, and reason for such inspection or review. The form shall become a part of the file. Board of Education members may request the review of a bargaining unit member's file at a personnel session of the Board of Education, or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation or as evidence in an administrative or judicial proceeding.
4. Information of a derogatory nature, except material mentioned in paragraph "6." below, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. The bargaining unit member shall be obligated to attend a conference called for such purpose by an administrator having line authority over such bargaining unit member. The bargaining unit member shall have the right to representation during such conference. The bargaining unit member shall acknowledge he/she has received a copy for his/her personal retention by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that a bargaining unit member refuses to affix his/her signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator or designee in charge of the safekeeping of the file. A bargaining unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

Such review shall take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose without salary reduction. Duty, for purposes of this paragraph, is intended to be limited to those hours when the bargaining unit member would otherwise be engaged in non-teaching duties.

5. Each bargaining unit member shall have the right to review the contents of his/her own personnel file. A representative of the bargaining unit member's choosing may accompany the bargaining unit member in this review. The bargaining unit member's representative may review the bargaining unit member's personnel file (except for privileged information

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

referred to in paragraph "6." of this article) in the absence of the bargaining unit member, provided that the bargaining unit member has authorized, in writing, the review, and provided that such authorization is given to the administrator or designee responsible for the safekeeping of the file. Photocopies of documents shall be provided to the bargaining unit member or the bargaining unit member's representative for an amount equal to the cost of reproduction. The bargaining unit member's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.

6. Privileged information such as confidential placement bureau papers and confidential statements submitted as part of application procedures, including rating reports of records which (1) were obtained prior to the employment of the person, involved (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination, is specifically exempted from review. The administrator or designee shall remove such confidential documents from the file prior to a review of the file as described.
7. In the event derogatory charges against a bargaining unit member are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
8. Allegations or derogatory material treated in the "Employee Discipline" article are appropriately entered into the personnel file as delineated in "Employee Discipline."

FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 41- RECOGNITION

Effective April 26, 2021, the District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District and approved by the Public Employment Relations Board; that the unit is comprised of but not limited to the following positions:

Clinical School Social Workers

School Social Workers

and excluding all confidential, part-time (not regular employees) and temporary, casual employees.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 42- SAVINGS

1. If any provisions of this Agreement or any application thereof to any bargaining unit member is held by the highest State or Federal Court to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
2. Should a provision or application be deemed invalid, as described in paragraph "1." above, the Board of Education shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 43-STATUTORY CHANGES

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State and Federal laws to the extent permitted by such law, and that in the absence of specific provisions in this Agreement, such policies and procedures are discretionary.
2. Reduction or elimination of bargaining unit member benefits contained within this Agreement by amendment or repeal of existing California or Federal law shall obligate the District, upon Association request, to meet and negotiate for the purpose of considering other similar benefits in compensation for only those benefits lost.
3. Benefits as described in this article shall refer to those benefits in this Agreement which come under the scope of bargaining as delineated in California Law, Government Code 53200.

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FUSD PROPOSAL TO FTA-SOCIAL WORKERS UNIT
PROPOSED CBA FOR REVIEW PRIOR TO TENTATIVE AGREEMENT

ARTICLE 44- TERM

1. This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.
2. In the event a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.
3. The parties to this Agreement concur that the District's Fringe Benefit Plan is a major portion of employees' total compensation. Further, both agree that development and implementation of reasonable and effective measures to control to cost of this program without reducing benefit levels are in their mutual best interest.
4. For the 2022-2025 school years, either party by mutual agreement may reopen on salary and two (2) additional non-economic Articles to be chosen by each party by delivering its reopener proposal to the other party no later than June 1 of each year.

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DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT Fresno Teachers Association - Social Workers Unit

PERIOD OF AGREEMENT July 1, 2021 to June 30, 2024

DATE OF PUBLIC MEETING October 18, 2023

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

| | SETTLED or NOT SETTLED | NUMBER OF FULL TIME EQUIVALENT POSITIONS |
|-------------------------------------|---------------------------|---|
| Fresno Teachers Association - (FTA) | not settled | 4535 |
| CSEA -125 | not settled | 2540 |
| CSEA-143 | not settled | 387 |
| MANAGEMENT | not settled | 1016 |
| SEIU | not settled | 731 |
| SUPERVISORY/CONFIDENTIAL | not settled | 98 |
| TRADES - (IAMAW) | not settled | 32 |
| TRADES-(FTA) | not settled | 117 |
| FASTA | Settled | 1950 |
| Social Workers Unit - FTA | Settled | 68 |

The proposed agreement covers the period beginning July 1, 2022 and ending June 30, 2025

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

| TYPE OF COMPENSATION | Current FY: 2023/24 | FY 2024/25 | FY 2025/26 | CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS |
|---------------------------------|---------------------|-------------|-------------|---|
| Salary Cost Increase | \$ - | \$ - | \$ - | \$ - |
| Benefit Cost Increase | \$ - | \$ - | \$ - | \$ - |
| Other Compensation Costs | | \$ - | \$ - | \$ - |
| TOTAL COST OF SETTLEMENT | \$ - | \$ - | \$ - | \$ - |
| Total % Increase | 0.00% | 0.00% | 0.00% | |
| Cost of 1% Increase | \$ - | | | |

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

Funding is supported by the General Fund.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

A \$315 annual allocation to support additional counseling or therapeutic materials per Clinical Social Worker and Site Funded School Social Worker. In addition, selected licensed clinical social workers will receive a stipend of \$100 per hour of supervision up to a maximum of \$1,800 per semester for either individual/triadic session. Selected licensed clinical social workers will receive a stipend of \$150 per hour of supervision up to the maximum of \$2,700 per semester for group sessions. Funds are allocated within the budget and no adjustment is required.

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

This is a new unit and was previously recognized under management. There is no change from the existing ongoing salary agreement.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

Not Applicable.

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Not Applicable.

6) Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievances procedures, etc.

Not Applicable.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

OTHER PROVISIONS

OTHER COMPENSATION: Off-schedule stipends, bonuses, etc.

In recognition for their experience and training, all Social Workers that have successfully completed their licensure shall receive a one-time \$5,000

NON-COMPENSATION: Grievance procedures, staff development days, teacher prep times, etc.

Not Applicable.

IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

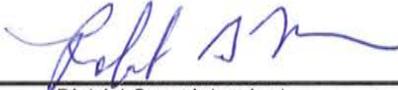
| RECOMMENDED RESERVES | 2.00% | Column 1 | Column 2 | Column 1 minus Column 2 |
|---|-------|--|---|----------------------------|
| REVENUE/EXPENDITURES and OTHER USES/SOURCES | | Board Approved Budget After Settlement | Board Approved Budget Before Settlement | Total Impact On the Budget |
| Operating Revenues | | \$ 1,704,239,908 | \$ 1,704,239,908 | \$ - |
| Operating Expenditures | | 1,821,884,396 | 1,821,884,396 | - |
| Operating Surplus / (Deficit) | | (117,644,488) | (117,644,488) | - |
| Other Sources & Transfers In | | 5,186,409 | 5,186,409 | - |
| Other Uses & Transfers Out | | (9,156,409) | (9,156,409) | - |
| Change in Fund Balance | | (121,614,488) | (121,614,488) | - |
| Beginning Balance | | 497,319,627 | 497,319,627 | - |
| Ending Balance | | 375,705,139 | 375,705,139 | - |
| Total Reserve Amounts | | 375,705,139 | 375,705,139 | - |
| Nonspendable/Restricted/Committed/Assigned | | 237,065,109 | 237,065,109 | - |
| Reserve for Economic Uncertainties | | 138,640,030 | 138,640,030 | - |
| Unassigned/Unappropriated | | - | - | - |
| Total Fund Balance | | 375,705,139 | 375,705,139 | - |
| Total Unrestricted Reserves | | 296,093,071 | 296,093,071 | - |
| State Recommended Reserves | | \$ 36,620,816 | \$ 36,620,816 | \$ 0 |

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

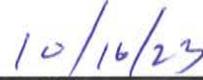
CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.



District Superintendent
(Signature)



Date



Chief Business Official
(Signature)



Date

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).



Chief Business Official
(Signature)



Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 18, 2023

AGENDA ITEM C-21

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policy

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for Board Policy (BP) 0410 Nondiscrimination in District Programs and Activities.

These revisions meet the California School Boards Association recommendations and best practices. The item will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red-strikeout – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel’s recommendation

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services

PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O’Connor,
Chief of Staff

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



Fresno Unified Board Policy (BP) 0410 Nondiscrimination In District Programs And Activities

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices or school attendance within a school under the jurisdiction of the Superintendent shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age (40 and above), religion, marital status, pregnancy, parental status, childbirth, breast feeding/lactation status, medical condition, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 4032 – Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.8 – Anti-Bullying)
(cf. 5145.3 –Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 – Athletic Competition)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 – Identification and Education Under Section 504)
(cf. 6178 – Career Technical Education)
(cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

The Board recognizes that with few exceptions, as expressly set forth in Government Code section 12951, speaking languages other than English is a legally protected right and critically important asset in providing educational services in a community as ethnically and culturally diverse as Fresno Unified.

Additionally, pursuant to Title VII of the Civil Rights Act of 1964, district programs and activities shall be free from any unlawful language discrimination, which falls under the class of national origin discrimination. Language discrimination occurs when a person is treated differently because of their native language or other characteristics of their speech, including their accent, vocabulary, and/or syntax.

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. They shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 Code of Federal Regulations (CFR) 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1312.3 Uniform Complaint Procedures)
(cf. 4031 – Complaints Concerning Discrimination in Employment)
(cf. 4112.91/4212.91/4312.91 – Employee Notifications)
(cf. 5145.6 – Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

District Compliance Officers

The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

Executive Director/Equity Compliance Officer
Constituent Services Office
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3736
Constituent.Services@fresnounified.org

Chief of Human Resources
Title IX Officer/Age DA (Discrimination Act)
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3593
titleix@fresnounified.org

Section 504 Coordinator Fresno
Unified School District
890 S 10 ~~1301 M~~ Street, Bldg C
Fresno, CA 93726
(559) 457-3220
504@fresnounified.org

Instructional Superintendent
Special Education Office
Fresno Unified School District
890 S 10 ~~1301 M~~ Street, Bldg C
Fresno, CA 93721
(559) 457-3220
spedleadership@fresnounified.org

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff, and the community; and to promote education that is anti- racist and multicultural.

The district’s nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School)
(cf. 7110 – Facilities Master Plan)
(cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies, or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Benefits and Risk Management
Title II/ADA Coordinator
2309 Tulare Street
Fresno, CA 93721
Phone (559) 457-3520
Fax (559) 457-3838

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:
EDUCATION CODE

200-262.4 Prohibition of discrimination 48980
 Parental notifications
 48985 Notices to parents in language other than English
 51007 Legislative intent: state policy
 GOVERNMENT CODE
 8310.3 California Religious Freedom Act
 11000 Definitions
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
 54953.2 Brown Act compliance with Americans with Disabilities Act
 PENAL CODE
 422.55 Definition of hate crime
 422.6 Interference with constitutional right or privilege
 CODE OF REGULATIONS, TITLE 5
 4600-4670 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1400-1482 Individuals with Disabilities in Education Act
 1681-1688 Discrimination based on sex or blindness, Title IX
 2301-2415 Carl D. Perkins Vocational and Applied Technology Act
 6311 State plans
 6312 Local education agency plans
 UNITED STATES CODE, TITLE 29
 794 Section 504 of the Rehabilitation Act of 1973
 UNITED STATES CODE, TITLE 42
 2000d-2000d-7 Title VI, Civil Rights Act of 1964
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as
 amended 2000h-2000h-6 Title IX
 12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.101-35.190 Americans with Disabilities Act
 36.303 Auxiliary aids and services
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
 106.9 Dissemination of policy

Management Resources:
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Protecting Students from
 Harassment and Hate Crime, January 1999
 Notice of Non-Discrimination, January 1999
 Nondiscrimination in Employment Practices in Education, August 1991 WEB SITES
 CSBA: <http://www.csba.org>
 CDE: <http://www.cde.ca.gov>
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

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