



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

AGENDA
WEDNESDAY, DECEMBER 13, 2023
***4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. The following items are prohibited: alcohol, illegal drugs, knives, or firearms.

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

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

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

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

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

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

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator – (Government Code section 54957.6)
 - a. Agency Designated Representative: Board President and Board Clerk; Unrepresented Employee: Superintendent
3. Conference with Labor Negotiator – (Government Code section 54957.6)
 - a. Agency Designated Representative: Superintendent; Unrepresented Employees: Chief Academic Officer and Chief Operations and Classified Labor Management Officer
4. Notice of Board Subcommittee Recommendations on Complaint Appeals - (Government Code section 54957).
5. Conference with Labor Negotiator – (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
6. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation – (Government Code Section 54957).
7. Public Employment/Appointment – (Government Code Section 54957).
8. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation – (Government Code Section 54956.9(d)(2)).
 - a. Potential Case (One)

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

PLEDGE OF ALLEGIANCE

Trustee Andy Levine 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 regular Board meeting on December 06, 2023. 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 December 06, 2023, Board of Education regular meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, APPROVE Position and ADOPT Job Description of Senior Interpreter–Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual

Included in the Board binders are the job description of Senior Interpreter – Translator, Bilingual and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual placement on G-55. This position is responsible for providing bilingual interpretation, i.e. English/Spanish and/or English/Hmong interpretation, services for parents, students, and staff; translation of technical, educational, legal, and general materials between two languages, i.e. English/Spanish and/or English/Hmong; and providing related work as required. This position is designated Classified, non-exempt, and placed G-55 of the Classified Hourly Salary Schedule. The Superintendent recommends approval. Fiscal impact. There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-5, APPROVE Certificated Retiree Contract for Elementary Music

Included in the Board Binders is a retiree contract for Michael Krikorian. He is a recent retiree that will provide classroom music instruction as well as teach band and string ensembles according to his areas of expertise. A contract in the amount of \$11,745 was previously approved from August 2023, through December 2023. With the addition of this contract for January 2024 through June 2024, the total amount of both contracts exceeds \$15,000.00 and requires Board approval. There are currently 5.5 FTE vacant in elementary music. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$14,948 are available in the Elementary Music Budget to cover this agreement. Previously approved funds in the amount of \$11,745 were available in the Student Engagement Budget to cover the previous agreement. Sufficient funds are available to cover the combined amount of \$26,693. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Amendment No. 4 to Employment Agreement for Superintendent Robert G. Nelson, Ed.D.

Approve Amendment No. 4 to Employment Agreement for Superintendent Robert G. Nelson, Ed.D. An Oral Report on Superintendent Robert Nelson's salary and benefits is included for the Board President to present in open session as required by Government Code section 54953(c)(3). The Board President recommends approval. Fiscal impact: Noted in the terms of Amendment No. 4 of the Employment Agreement for the Superintendent. Contact person: Deputy Superintendent Mao Misty Her, telephone 457-3633.

A-7, APPROVE Amendment No. 1 to Employment Agreement for Chief Academic Officer Natasha Baker, E.D.

Approve Amendment No. 1 to Employment Agreement for Chief Academic Officer Natasha Baker, Ed.D. An Oral Report on Chief Academic Officer Natasha Baker's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of Amendment No. 1 of the Employment Agreement for the Chief Academic Officer. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3884.

A-8, APPROVE Amendment No. 1 to Employment Agreement for Chief Financial Officer Patrick Jensen

Approve Amendment No. 1 to Employment Agreement for Chief Financial Officer Patrick Jensen. An Oral Report on Chief Financial Officer Patrick Jensen's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of Amendment No. 1 of the Employment Agreement for the Chief Financial Officer. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3884.

A-9, APPROVE Amendment No. 1 to Employment Agreement for Chief Operations and Labor Relations Paul Idsvoog

Approve Amendment No. 1 to Employment Agreement for Chief Operations and Labor Relations Officer Paul Idsvoog. An Oral Report on the Chief Operations and Labor Relations Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of Amendment No. 1 of the Employment Agreement for Chief Operations and Labor Relations. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3838.

A-10, APPROVE Revised Amendment No. 1 to Employment Agreement for Deputy Superintendent Mao M. Her

Approve Revised Amendment No. 1 to Employment Agreement for Deputy Superintendent Mao Misty Her, with an addition to the Oral Report on Amendment No. 1 to the Deputy Superintendent's Employment Agreement that was presented in open session at the December 06, 2023, meeting to require that the Deputy Superintendent's workdays and/or work year be reduced to the same extent and in the same manner as any other employee group in the district. The Superintendent will present the addition to the December 06, 2023, Oral Report as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of Revised Amendment No. 1 of the Employment Agreement for the Deputy Superintendent. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3884.

A-11, APPROVE Revised Employment Agreement for Chief Human Resources and Labor Relations David Chavez

Approve Revised Employment Agreement for David Chavez, Chief Human Resources/Labor Relations with an addition to the Oral Report on the Chief Human Resources/Labor Relations' Employment Agreement that was presented in open session at the December 06, 2023, regular meeting to require that the Chief Human Resources/Labor Relations' work days and/or work year be reduced to the same extent and in the same manner as any other employee group in the District. Superintendent will present the addition to the December 06, 2023, Oral Report as required by Government Code section 54953(c)(3). The Superintendent recommends approval. Fiscal impact: Noted in the terms of the Revised Employment Agreement for Chief Human Resources/Labor Relations. Contact person: Superintendent Robert G. Nelson, Ed.D., telephone 457-3884.

A-12, APPROVE Agreement with Adventure Education Solutions

Included in the Board binder is the Extended Learning Recreational Leagues Enrichment service agreement with Adventures Education Solutions (AES).

AES is a Board Approved for Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied skiing, snowboarding, and rock climbing through real-world and student-centered experiences enrichment outside of the regular school day. Recreational Leagues will be vendor-led during the Spring 2024 semester. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$503,163. are available in the Expanded Learning Opportunity Program budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, APPROVE Agreement with the Resiliency Center of Fresno

Included in the Board binders is an agreement with The Resiliency Center of Fresno (formally the Fresno Chaplaincy program). The Resiliency Center provides student mentoring for first graders as part of their Resilience in Student Education (RISE) Program. The program currently services 31 sites and is expanding to all 64 elementary schools this year. Mentoring is provided at a cost of \$500 per semester/site and coordinated through the Center directly with school site administrators. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$64,000 are available in the Safety and Security Budget. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-14, APPROVE Multiyear Agreement for Cisco Cybersecurity Services

Included in the Board binders is information on the multiyear agreement for Cisco Talos Incident Response and Proactive Services. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$65,801 annually are available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3560.

A-15, APPROVE Award of Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

Included in the Board binders is information on Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) \$1,664,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,664,000 are available in the Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

Included in the Board binders is information on Bid 24-28, Lowell Elementary School Heating, Ventilation Air Conditioning and Energy Management System Replacement.

This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. Staff recommends award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical, Co. (Fresno, California) \$1,299,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,299,000 are available in Elementary and Secondary School Emergency Relief III Federal Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders and recommended for approval is a list of nine 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 replacement bus parts, Nutrition Services disposable products, maintenance equipment and warehouse equipment and supplies. 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-18, APPROVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for ten Board Policies (BP) and one Exhibit (E) as follows:

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0460 Local Control and Accountability Plan
- BP 1312.3 Uniform Complaint Procedures
- BP 3230 Federal Grant Funds
- BP 3250 Accounts Receivable Write Off Policy
- BP 3320 Claims and Actions Against the District
- BP 3530 Insurance Management
- BP 4113.5 Telework (NEW)
- BP 4156.3, 4256.3, 4356.3 Employee Property Reimbursement
- BP 6020 Parent Involvement
- E 9270 Conflict of Interest

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

A-19, RATIFY Agreement with Nancy Akhavan Consulting Inc.

Included in the Board binder is an agreement with Nancy Akhavan Consulting Inc. to provide Paraprofessional training in early literacy skills for paraprofessionals and paraeducators. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$72,000 are available in the Elementary and Secondary School Relief Funds Budget. Contact person: David Chavez, telephone 457-3548.

A-20, RATIFY Agreement with St. Paul Armenian Church

Included in the Board binders is an agreement with St Paul Armenian Church to provide the facility space for New Employee Orientation for newly hired Fresno Unified employees. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$27,918 are available in the Elementary and Secondary School Relief Funds Budget. Contact person: David Chavez, telephone 457-3548.

A-21, RATIFY Application Services Grant from the Department of Homeland Security

Included in the Board binders is an award letter from the Department of Homeland Security approving the application for Fresno Adult School to provide citizenship instruction and naturalization application services. Fresno Adult School has been an awardee of this federal grant program since 2012 and has been awarded \$450,000 to continue to offer services for the period of October 01, 2023, through September 30, 2025. The Superintendent recommends ratification. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-22, RATIFY Change Orders

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

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 6 presented for ratification: \$290,136

Bid 23-31, Kisling Building Modernization
Change Order 1 presented for ratification: \$21,803

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$311,939 are available in the Measure M Fund for Bids 22-21 and 23-31. Contact person: Paul Idsvoog, telephone 457-3134.

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

B. CONFERENCE/DISCUSSION AGENDA

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

B-23, PRESENT and DISCUSS Safety and Security Investments and Strategic Planning Update

Staff will provide an update on key safety and security investments made for the 2023/24 school year including personnel, training, equipment, physical building security and Safe Routes to School. The Safety and Security team will also provide an update on strategic plans around school and facility safety. Fiscal impact: No fiscal impact to the district at this time. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

***6:20 P.M.**

B-24, DISCUSS and APPROVE Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members. Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

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

B-25, DISCUSS and APPROVE Appointment to the Delegate Assembly of the California School Boards Association

Included in the Board binders is information pertaining to appointment to the Delegate Assembly for the California School Boards Association (CSBA) Delegate. Each year member boards elect and/or appoint representatives to the Delegate Assembly. According to CSBA Bylaws and Standing Rules, districts with an ADA of 30,000 or above qualify to appoint or reappoint representative(s) from their Board to the Delegate Assembly for a two-year term beginning April 01, 2024, and ending March 31, 2026. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C. RECEIVE INFORMATION & REPORTS

C-26, RECEIVE 2022/23 School Facility Fee Public Information Report

Included in the Board binders is the 2022/23 School Facility Fee (Developer Fee) Public Information Report. School districts are authorized to levy fees on residential and commercial/industrial development for the purpose of mitigating impacts on school facilities as a result of the development. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-27, RECEIVE List of Board Member Committees and Organizations

Included in the Board binders is a current list of committees and organizations to which Board Members are appointed each year. An updated list of Board Member appointments to committees and organizations will be back for consideration in January 2023. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-28, RECEIVE Constituent Services Quarterly Reporting

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

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

ANNUAL ORGANIZATION

ORGANIZATION of the Board of Education

It is recommended Superintendent Nelson preside over the organizational meeting and accept nominations for the position of President of the Board of Education. After the President is elected, it is recommended the President preside and accept nominations for the Clerk of the Board of Education. The new Board President will adjourn the Board meeting.

D. ADJOURNMENT

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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: December 13, 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

1083500	Neal	Tomica	Teacher, Middle School	Tenaya Middle School	11/15/2023
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Classified Personnel

1085241	Borough	Cynthia	Paraprof, Moderate/Severe	Heaton Elementary	11/28/2023
1083253	Fang	Bauj	Custodian	Juan F Herrera Elementary	11/20/2023
1085247	Garibay	Ezequiel	Specialist, Irrigation	Maintenance And Operations	12/4/2023
1070787	Laurent	Ebony	Assistant, Campus Safety	Cesar Chavez Adult School	11/13/2023
1085244	Lopez	Ricardo	Mechanic, Hvac & Refrigeration	Maintenance And Operations	12/6/2023
1085240	Martinez	Gabriel	Specialist, Irrigation	Maintenance And Operations	12/4/2023
1085246	Mayfield	Cienna	Technician, Budget I	Health Services	12/4/2023
1033405	Moua	Cha	Assistant, Campus Safety	Norseman Elementary	11/27/2023
1066917	Negrete-Morales	Bertha	Assistant, Campus Safety	Viking Elementary	11/28/2023
1085239	Ramirez	Roseanne	Assistant, Resrce Cnslg	Aynesworth Elementary	11/28/2023
1082847	Soto Considine	Cynthia	Assistant, Office III	Prevention And Intervention	12/5/2023
1046530	Villalobos	Sandra	Specialist, Hum Res Data II	Human Resources	11/28/2023
1085242	Villarreal	Salvador	Specialist, Irrigation	Maintenance And Operations	12/4/2023
1084213	Wilson	Madelin	Paraprof, Instructional Asst	Kratt Elementary	11/2/2023

RESIGNATIONS OR RETIREMENTS

Classified Personnel

1074787	Tooma	Michael	Engineer, Systems	Technology Serv/Telecom	11/17/2023
1071099	Rodriguez	Matthew	Bus Driver	Transportation	12/8/2023

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1069966	Spalliero	Amanda	Assistant, Office I	Nutrition Services	11/27/2023- 11/22/2023
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PROMOTIONS

Classified Personnel

1013101	Alamillo	Gloria	Specialist, Information System	Research Evaluation & Assessmt	7/12/2023
1060026	Alcala Rubio	Dasttinie	Technician, Hi Sch Financial	Roosevelt High School	9/25/2023
1075536	Andrews	Rudell	Paraprof, Mild/Moderate	Storey Elementary	8/9/2023
1067913	Baptista	Camille	Assistant, Campus Safety	Gibson Elementary	8/11/2023
1049453	Barquero Rundle	Emilia	Paraprof, Mild/Moderate	Fort Miller Middle School	9/11/2023
1012515	Bejarano	Alma	Accountant I	Fiscal Services	8/24/2023
1075654	Berends	Cynthia	Paraprof, Mild/Moderate	Bullard High School	9/6/2023
1077641	Bigovich	Nellwyn	Assistant, Campus Safety	Easterby Elementary	8/11/2023
1077805	Blueian	Mark	Paraprof, Moderate/Severe	Holland Elementary	9/20/2023
1027742	Brewer	Tonya	Assistant, Campus Safety	Edison High School	8/11/2023
1068856	Brito	Marissa	Secretary, Administrative I	Professional Development E St	8/25/2023
1060082	Brown	William	Lead, After Sch/Ext Day	Kratt Elementary	9/18/2023

1079286	Carion	Lisa	Lead, After Sch/Ext Day	Juan F Herrera Elementary	9/27/2023
1027455	Castillo	Laura	Secretary, Administrative II	Instructional Services	10/2/2023
1078815	Cavazos	Clarissa	Representative, Customer Services	Instructional Services	10/6/2023
1074057	Cruz Flores	Aide	Specialist, Tech Support II	Technology Services	9/25/2023
1070604	Cuevas Garcia	Roseanna	Secretary II	Summer School Administration	8/9/2023
1070741	Dang	Anhquoc	Paraeducator, Autism	Heaton Elementary	8/28/2023
1070768	Danielsen	Brianna	Paraprof, Moderate/Severe	Holland Elementary	10/23/2023
1063646	Delgado	Corina	Paraeducator, Autism	Starr Elementary	9/5/2023
1065155	Dominguez	Kenthia	Secretary II	Chavez Facility / Equipment	12/11/2023
1051613	Evans	Steven	Secretary, Administrative I	Technology Serv/Telecom	7/24/2023
1070335	Franco	Stephanie	Paraeducator, Autism	Holland Elementary	8/9/2023
1012523	Fries	Lisa	Technician, Program	Gifted And Talented Ed Office	8/28/2023
1070537	Garcia	Corina	Paraeducator, Autism	Ericson Elementary	10/23/2023
1083038	Garcia	Justine	Liaison, Home/School Spanish	Anthony Elementary	9/15/2023
1074325	Garcia	Marcela	Representative, Customer Services	Multi-Lingual/Multi-Cultural	8/1/2023
1062604	Garcia	Nina	Paraprof, Mild/Moderate	Bullard High School	9/11/2023
1065922	Garza	Ashley	Specialist, Tech Support I	Technology Services	7/24/2023
1081095	Gilletteberg	Michael	Administrator, Systems	Technology Serv/Telecom	9/25/2023
1069642	Gutierrez	Daniel	Specialist, Tier II Intervention	Prevention And Intervention	9/28/2023
1067044	Her	Ah	Secretary, Administrative II	Elementary Division Area III	10/9/2023
1070272	Hernandez	Cynthia	Technician, Budget II	Special Ed	9/6/2023
1066389	Hickingbottom	Cassandra	Manager, School Office Elementary	Powers Elementary	10/6/2023
1067989	Howell	Jasper	Worker, Grnds Maint I	Plant Operations	12/5/2023
1066963	Huerta	Jacqueline	Liaison, Community Relations Spanish	Multi-Lingual/Multi-Cultural	9/13/2023
1065692	Juarez	Alyssa	Paraprof, Early Chldhd Mil/Mod	Del Mar Elementary	8/28/2023
1050716	Kapina	Robert	Paraeducator, Community Based	Terronez Middle School	8/22/2023
1078514	Khaosaat	Phaysy	Plant Coordinator I	Greenberg Elementary	11/20/2023
1073488	Lau	Her	Accountant I	Fiscal Services	8/23/2023
1045965	Leduc	Cassandra	Specialist, Hum Res Data II	Human Resources	10/19/2023
1033751	Lee	Jonathon	Specialist, Network Security	Technology Serv/Telecom	9/25/2023
1014865	Lek	Donnee	Technician, Network III	Technology Serv/Telecom	10/12/2023
1073438	Letson	James	Paraprof, Mild/Moderate	Sunnyside High School	9/8/2023
1069539	Machuca	Jasmine	Manager, School Office Elementary	Ericson Elementary	9/1/2023
1069492	Manning	Janay	Paraeducator, Community Based	Bullard High School	8/11/2023
1042475	Martinez	Cesar	Specialist, Tier II Intervention	Prevention And Intervention	10/16/2023
1049331	Martinez	Lupe	Assistant, Office II	Maintenance And Operations	12/1/2023
1063473	Molina-Lazaro	Sara	Technician, Program	State & Federal Programs	9/19/2023
1077076	Navarro	Conrado	Administrator, Systems	Technology Serv/Telecom	9/25/2023
1052314	Olivieri	Cody	Assistant, Campus Safety	Mccardle Elementary	8/10/2023
1071947	Pena Lopez	Maria Del Rosar	Secretary, Administrative II	Career Education	9/1/2023
1068405	Peralta	Cecilia	Registrar	Cambridge Continuation High	9/5/2023
1065480	Perez	Cecilia	Specialist, Tier II Intervention	Prevention And Intervention	9/28/2023
1082377	Perez	Kayla	Paraprof, Moderate/Severe	Ericson Elementary	10/18/2023
1060977	Perez Jr	Leopoldo	Administrator, Systems	Technology Serv/Telecom	9/25/2023
1076935	Phongphaychit	Leo	Worker, Grnds Maint I	Plant Operations	12/5/2023
1075516	Puentes	Bryan	Specialist, Information System	Special Educ Administration	7/6/2023
1078469	Puentes	Maria	Lead, After Sch/Ext Day	Del Mar Elementary	8/11/2023
1065049	Quevedo Melo	Angelica	Secretary, Administrative II	Elementary Division Area III	12/18/2023
1083363	Quiroz	Rogelio	Paraprof, Mild/Moderate	Leavenworth Elementary	9/27/2023

1077603	Raper	Kellie	Lead, After Schl/Ext Day	Roeding Elementary	10/10/2023
1078569	Redondo Robles	Jose	Worker, Grnds Maint I	Plant Operations	12/5/2023
1082326	Rios	Laura	Lead, After Schl/Ext Day	Ewing Elementary	9/26/2023
1069812	Rivera Padilla	Maricela	Paraprof, Moderate/Severe	Heaton Elementary	10/20/2023
1079372	Robinson	Monique	Lead, After Schl/Ext Day	Wilson Elementary	8/11/2023
1083466	Rodriguez	Olivia	Assistant, Resrce Cnslg	Yokomi Elementary	10/10/2023
1082101	Rojo Barrios	Pedro	Lead, After Schl/Ext Day	Yosemite Middle School	12/1/2023
1076473	Ruiz	Alyssa	Manager, Department Office	Grants Office	9/1/2023
1078769	Samaniego	Nathaniel	Lead, After Schl/Ext Day	Mayfair Elementary	8/15/2023
1071969	Sandhu	Jaswinder	Accountant II	Payroll Department	8/18/2023
1017652	Serna	Yolanda	Secretary II	Music/Visual and Perform Arts	8/16/2023
1078680	Smith	Ericka	Lead, After Schl/Ext Day	Turner Elementary School	8/11/2023
1069240	Soto	Maria	Accountant I	Payroll Department	7/26/2023
1051158	Thao	Nhia	Paraprof, Moderate/Severe	Holland Elementary	10/23/2023
1071231	Thompkins	Vidalinda	Paraprof, Moderate/Severe	Ahwahnee Middle School	9/22/2023
1062705	Vang	Pa houa	Paraprof, Moderate/Severe	Terronez Middle School	10/4/2023
1066362	Vargas	Joseph	Specialist, Tier II Intervention	Prevention And Intervention	8/11/2023
1007643	Vega	Susan	Paraprof, Bilingual Spanish	Rowell Elementary	8/11/2023
1080985	Velasco	Mirella	Specialist, Tier II Intervention	Prevention And Intervention	8/11/2023
1073084	Villanueva	Monica	Assistant, School Office	Addicott	8/21/2023
1070743	Xiong	Julynn	Specialist, Technical I	Research Evaluation & Assessmt	10/16/2023
1065902	Yang	Christian	Specialist, Hum Res Data II	Human Resources	7/3/2023
1048001	Yang	Moua	Accountant I	Fiscal Services	8/23/2023
1023427	Zavala	Lupe	Lead, After Schl/Ext Day	Addams Elementary	8/11/2023

Management Classified

1070321	Avelar	Ricardo	Manager II, General	Summer School Administration	10/2/2023
1015531	Galvin	Lydia	Manager, Project (General)	Transfers Office	9/15/2023
1008235	Myers	Jeff	Manager III, General	Human Resources	11/28/2023

Management Certificated

1069710	Henkel	Laurie	Manager III, SPED Prog & Serv	Special Ed	9/20/2023
1049736	Hickey	Cynthia	Advisor, Guidance and Learning	Terronez Middle School	11/27/2023
1061865	Saldate	Marissa	Manager III, SPED Prog & Serv	Special Ed	9/20/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 December 06, 2023, Board of Education regular meeting.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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







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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
December 06, 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 December 06, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas. Superintendent Robert G. Nelson, Ed.D. was also present.

Board President Islas 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 (0)** requests to address the Board on Closed Session items.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at **4:32 p.m.**

Board President Islas RECONVENED the meeting to Open Session at **6:25 p.m.**

Reporting Out of Closed Session

- On a motion by Board President Islas, seconded by Board Member Davis, the Board acted in Closed Session to promote Bonifacio Sanchez to Principal III on Special Assignment in Leadership Development, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Cazares, the Board acted in Closed Session on a Workers' Compensation claim for Jose Rodriguez, Case No. WC20-0806-5041, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

PLEDGE OF ALLEGIANCE

Trustee Claudia Cazares led the Flag Salute.

HEAR Reports from Student Board Representatives

The Board heard comments and reports from Student Board Representatives from Phillip J. Patino Entrepreneurial High School.

HEAR Report from Superintendent

- A big shout-out to Emmelin Herrera, a teacher at Herrera Elementary, and Tumani Heights, who leads our Project ACCESS Department for our homeless and foster care students. These two members of our Fresno Unified family were among just three finalists in their categories at the Fresno County Educator of the Year awards on November 30. Emmelin and Tumani were in competition with educators from throughout the county. We were two for two, with Emmelin winning Teacher of the Year, and Tumani taking home the Barnett Award for service to her community. I could not be prouder!
- So much to celebrate at Fresno Unified! Huge congrats to Parent University on clinching the California School Boards Association Golden Bell Award in the Family/Student/Community Engagement category! Their dedication to fostering community connections is truly commendable. A well-deserved recognition.
- We also have great news from Giving Tuesday when our high school regions had a friendly fundraising competition for scholarships. The Foundation for Fresno Unified Schools led this effort, raising \$13,000. Edison was the big winner among the regions.
- I want to say these last few weeks, since we reached an agreement with our labor partners in the Fresno Teacher's Association, has been pure joy to return to our normal routines and to completely focus on the work we enjoy the most – being fully present in all that supports teaching and learning. I hope and pray that any relationships in our Fresno Unified family damaged during this difficult time are beginning to heal.
- It seems like it has been a while since our Thanksgiving break, but I hope we all were able to enjoy time with friends and family. This year, more than ever, I am looking forward to the extended winter break and I hope we all can relax and enjoy some downtime. This is truly the season of giving and I was really reminded of that yesterday. We had our annual coat drive for our students in homeless and foster care situations. This is led by our Communications and Project ACCESS teams. This is a tradition that goes way back, of departments competing against each other to collect new coats. This year, we collected hoodies and sweatshirts, because that best serves our students' needs. We had a record year – 13 departments collected 590 sweatshirts. Special Education won the Golden Stapler award for the most sweatshirts – 206. For the second time, we also awarded a Golden Paper Clip award to the department with the most creative collection box. Again, Special Education took home the trophy. It was just an awesome display of love for our students who need it the most, comradery, and healthy competition between our departments.
- I also love the food and clothing collecting going on at our schools, which is teaching our students about caring for their community – even though the students

doing the collecting are often the ones also in need. Eaton, Gibson, Kirk, and Slater are just a few of our schools that have projects going to help others.

- Exciting news on the Esports front! This Saturday, the 11th Annual Fresno Unified FUEL tournament kicks off at 8 a.m. at Sunnyside High School. This year, the winning team from our high school division will receive a \$2,500 scholarship award. Each of the five players will receive \$500 toward continued academic or technical education after graduation. Special thanks to our partners at MSI for providing the scholarships! Twenty-seven high school and 27 middle school teams will be competing. Admission is free, or you can stream the event on Twitch at Fresno Unified Esports, or on the website cmac.tv.
 - If you're looking for a fun family activity on Saturday, December 16, the Fresno State women's basketball team is offering free admission for Fresno Unified staff and up to three family members to their game against Sacramento State. Tipoff is at 2 p.m. at the Save Mart Center. Details will be sent to staff in the next few days. Coach White and the Bulldogs hope to see you there!
 - I do want to take a moment to address an issue that has come up regarding our health insurance coverage. Over the last few years, Fresno Unified has transitioned to a new insurance carrier for both active employees and retirees. In the last month we have received reports to our Benefits Office of issues involving coverage by doctors' offices and hospitals even though these services are in fact covered by our plan. We are actively working with Aetna, our new provider, to address these issues in live time, but if you experience any problems or have any questions about your coverage, please call our Benefits Office at 457-3520 so we can escalate the issue and get it resolved as quickly as possible. Due to medical privacy laws, the district does not have access to detailed information on claim denials, so you reaching out to us is of vital importance.
 - I want to remind you to check out all kinds of great news on our social media platforms, including highlights on Slater Elementary, Addams Elementary and our McLane Hmong Dance Club, which performed in front of 3,500 education leaders at the California School Boards Association in San Francisco last week. Also, the fall edition of our digital magazine, "Faces of Fresno Unified," is online and full of great reads about our staff and students.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Davis: Shared the Fresno Police Activities League will donate \$300 Macy's shopping sprees to some Fresno Unified students, and the Fresno Elks Lodge will donate approximately 50 baskets to Fresno Unified families during this holiday season.

Clerk Wittrup thanked Superintendent for his comments addressing difficulties some retirees are experiencing with their health benefits. Expressed appreciation for the district's continued obligation to help take care of retiree needs. Expressed thanks to Chief Financial Officer Patrick Jensen, Deputy Executive Director Steven Shubin, and Chief of Staff Ambra O'Connor for their help this week in this area. Commented the district still has work to do and urged retirees and anyone experiencing difficulties with health care benefits to please call.

Member Cazares thanked Debbie Hawkins for accompanying student board representatives to San Francisco for the California School Boards Association conference, and extended thanks to student board members Pitcher and Lua for attending. Congratulated Parent University for winning the Golden Bell award and commented that winning the award shows dedication and commitment to the parents and community of the district. Congratulated Hoover High School for receiving the Standard of Safety award. Commented staff will hear from Trustee Cazares regarding affordable housing for students.

President Islas shared shout out to Amanda Harvey for award Nutrition Services received and commented on all the new and great work taking place at Nutrition Services. Commented on meals being offered to siblings of district students and how anything the district can do to help feed families is beneficial. Commented on hearing some students are still hungry after the bell rings and has hope the district can work toward students receiving breakfast after the bell rings.

Shared shout out to schools and departments as follows: Ericson has a choir which will sing at the Fresno Air Terminal, a Parent Engagement event on December 13 and will celebrate the Hmong New Year celebration, and a Spelling Bee on December 14 which will be showcased on Microsoft Teams. Ewing will be giving out Christmas trees and Toys for Tots. Congratulated Parent University for winning the Golden Bell award.

Student Member Pitcher thanked Mrs. Hawkins for chaperoning students to the California School Boards Association conference. Shared that after attending the conference he has a new appreciation for the student board member role. Thanked Deputy Superintendent Her for the time spent discussing the district budget. Congratulated Parent University for winning the Golden Bell award.

OPPORTUNITY for Public Comment on Consent Agenda items

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

On a motion by Board Member Davis, seconded by Board Member Levine, the Board approved the Consent Agenda except for agenda items A-5, A-6, A-7, A-17, and A-42 which were pulled for further discussion; and A-8 and A-28 which were pulled from the agenda by staff, by a roll call vote of 6-0-1-0, as follows: **AYES:** Board Members: Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. **ABSENT:** Board Member Thomas.

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular Board meeting on October 04, 2023.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the November 01, 2023, Board of Education regular meeting and the November 15, 2023, Board of Education workshop.

A-4, ADOPT Resolution 24-25, for Continued Funding from The California Department of Education

ADOPTED as recommended, Resolution 24-25, for Continued Funding from the California Department of Education.

A-5, ADOPT Resolution 24-26, Support of Diverse and Inclusive Libraries in Fresno Unified School District

ADOPTED as recommended, Resolution 24-26, affirming support for diverse and inclusive libraries in Fresno Unified School District schools.

For the record, Board members had comments or questions pertaining to agenda item A-5. A summary is as follows:

Member Jonasson Rosas commented on the importance of libraries to the system and community, as a place people go to explore interests and cultivate a love of learning. Of particular importance in libraries is for people to feel welcome and represented and able to pick from a diverse offering of books and materials that appeal to them.

Commented of late, there have been outside efforts to control or dictate material offered in these spaces. Expressed it is important for the community to know the district fully supports inclusive material in libraries and parents will have ultimate say in what their children check out from the libraries.

Commented it is important to have diversity in representation of all aspects of age, race, ability, as it cultivates a sense of appreciation and belonging. As the district moves forward in promoting literacy, we want students to feel libraries are a space for them and the books in the libraries are representing their likes, beliefs, and families.

Clerk Wittrup echoed comments made by Member Jonasson Rosas. Shared past experience of visiting the library. Commented children of all ages should have access to rich literature that represents themselves and others.

Commented this topic has become politicized and it is important to have protections in place. One protection is a certificated librarian, and requested materials be reviewed for literary value for children by a certificated librarian. Requested parents have opportunities to preview controversial subject matter and have their input heard. Requested books and materials in libraries be school and age appropriate.

On a motion by Board Member Davis, seconded by Board Member Cazares, agenda item A-6 was approved by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

Board President Islas requested staff provide information on the safeguards in place and the selection process of library materials. Board President Islas wanted to reassure parents of their right to select the materials their children are reading, and the Board is taking this subject seriously and are cautious in selection of library materials.

Marie Williams, Ed.D., was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, agenda item A-5 was adopted by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup and Board President Islas.

A-6, APPROVE Employment Agreement for David Chavez, Chief Human Resources/Labor Relations

APPROVED as recommended, an Oral Report on the Chief Human Resources/Labor Relations' salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D., provided a report as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the District is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Employment Agreement between the Fresno Unified School District and David Chavez.

- Contract term effective July 1, 2023, through June 30, 2027.
- Annual base salary of \$266,097.00 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 6.0% career increment consistent with the career increment applicable to all management employees in the district for a total annual salary of \$282,063.00.
- One-time, off salary schedule payments in the same amount and paid in the same manner as any one-time, off salary schedule payments made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026.
- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500 for 2023.

- Paid medical, dental and vision insurance coverage on same terms as other management employees.
- Paid vacation at 20 days per year with the accrual maximum not to exceed 40 days of vacation.
- Auto/Travel allowance of \$500 per month.
- Professional dues to ACSA, CASBO, CALSA and MCEL.

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Cazares, agenda item A-6 was approved by a vote of 7-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

A-7, APPROVE Amendment No. 1 to Employment Agreement for Mao M. Her, Deputy Superintendent

APPROVED as recommended, an Oral Report on the Deputy Superintendent's salary and benefits for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Robert G. Nelson, Ed.D., provided a report as follows:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Amendment No. 1 to the Employment Agreement between the Fresno Unified School District and Misty Her.

- Contract term effective July 1, 2023, through June 30, 2027.
- Annual base salary of \$278,743.00 which includes an 8.5% increase for 2023-2024 which is equal to the percentage increase applied to the salary schedules for management employees generally and a 7.5% career increment consistent with the career increment applicable to all management employees in the district for a total annual salary of \$299,649.00.

- One-time, off salary schedule payments in the same amount and paid in the same manner as any one-time, off salary schedule payments made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026.
- Lump sum, off-cycle payment in the amount of \$5,000.00.
- Additional retirement contribution payments equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Account, currently \$22,500.00 for 2023.
- Paid medical, dental and vision insurance coverage on same terms as other management employees.
- Paid vacation at 20 days per year with the accrual maximum not to exceed 40 days.
- Auto/Travel allowance of \$500 per month.
- Professional dues to ACSA and a local service club on Deputy Superintendent's choice.

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

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

A-8, APPROVE Position and Adopt Job Description of Senior Interpreter–Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual
ITEM PULLED BY STAFF. No discussion of item or action taken on item.

A-9, APPROVE Revised Job Descriptions for California School Employees Association, Chapter 125 White Collar
APPROVED as recommended, the revised Job Descriptions for California School Employees Association, Chapter 125 White Collar.

A-10, APPROVE Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

APPROVED as recommended, a Variable Term Waiver request for Bilingual Cross-Cultural, Language and Development Authorization for the 2023/24 school year.

A-11, APPROVE Variable Term Waivers for Career Technical Education Credential Holders

APPROVED as recommended, Variable Term Waivers for Career Technical Education teachers, who need the English Learner Authorization until their credential is cleared.

A-12, APPROVE Agreement with Adventure Education Solutions

APPROVED as recommended, an agreement with Adventure Education Solutions for Extended Learning Winter Camp Enrichment services.

A-13, APPROVE Agreement with Barobo, Inc.

APPROVED as recommended, an agreement with Barobo, Inc. for curriculum, hardware, and software as part of the University of California, Davis Center for Integrated Computing and STEM Education (C-STEM) program for the African American Academic Acceleration (A4) Math Camp summer program in 2023/24.

A-14, APPROVE Agreement with Leadership Legacy Consulting LLC

APPROVED as recommended, an agreement with Leadership Legacy Consulting LLC.

A-15, APPROVE Agreement with SMALLIFY

APPROVED as recommended, an agreement with SMALLIFY to partner with the office of African American Academic Acceleration and the Student Voice Initiative to develop and expand on the “Belonging” Professional Learning series.

A-16, APPROVE Agreement with the University of California, Davis Center for Integrated Computing and STEM Education Professional Learning and Support

APPROVED as recommended, an agreement with the University of California, Davis Center for Integrated Computing and STEM Education (C-STEM) professional learning and support for African American Academic Acceleration (A4) Math Camp summer instructional staff in 2023/24.

A-17, APPROVE Agreement with VMA Communications

APPROVED as recommended, an agreement with VMA Communications to provide a complete and thorough review of the Fresno Unified 300-page Literacy Plan.

For the record, Board members had comments or questions pertaining to agenda item A-17. A summary is as follows:

Board Member Cazares requested staff to provide the plan and background information for this item. Requested staff to be alert when item is translated.

CLERK WITTRUP thanked staff for meeting and answering Clerk Wittrup's questions.

Member Jonasson Rosas commented on the need for this skillset in-house. Commented the district suffers when communicating to the community and this is specially true with translated materials.

Board President Islas requested field testing take place for the literacy plan; and requested a strong glossary is provided which definitions carried through in all other documents as well.

Board Member Levine echoed the Board President's point on the need for field testing, and asked if volunteers could be compensated for field testing.

Natasha Baker, Ed.D., and Superintendent Nelson, Ed.D., were available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Davis, agenda item A-17 was approved by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

A-18, APPROVE Agreement with Vision Service Plan

APPROVED as recommended, an agreement with Vision Service Plan (VSP) to provide vision care services on behalf of the district-eligible active employees, retirees, and their respective dependents from January 01, 2024, through December 31, 2027.

A-19, APPROVE Agreement with WestEd

APPROVED as recommended, an agreement with WestEd for Teaching Pyramid professional development services.

A-20, APPROVE Addendum to Agreement with Pride Staff, Inc.

APPROVED as recommended, an addendum to the agreement with Pride Staff, Inc. to utilize as a supplier of temporary fiscal support staffing.

A-21, APPROVE Amendment to the Agreement with Delta Dental of California

APPROVED as recommended, an amendment to the agreement with Delta Dental of California.

- A-22, APPROVE Amendment to Agreement with Archer & Hound, LLC**
APPROVED as recommended, an amendment to the agreement with Archer & Hound, LLC. Joint Health Management Board's (JHMB) communication firm to assist with the JHMB website design.
- A-23, APPROVE Agreement Renewal with Kaiser Permanente**
APPROVED as recommended, an agreement renewal with Kaiser Permanente to provide medical services for benefit-eligible employees and retirees.
- A-24, APPROVE Agreement Renewal with Marsh & McLennan Agency LLC**
APPROVED as recommended, an agreement renewal with Marsh & McLennan Agency to provide health plan consulting services to the Joint Health Management Board (JHMB).
- A-25, APPROVE Agreement Renewal with United Healthcare**
APPROVED as recommended, a renewal agreement with United Healthcare to provide fully insured HMO dental services on behalf of benefit-eligible employees and retirees.
- A-26, APPROVE Update to Legal Services Firms for 2023/24**
APPROVED as recommended, an update to the 2023/24 list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2023/24 fiscal year.
- A-27, APPROVE Award of Bid 24-13, Dishwasher Installation at Various Sites Phase I**
APPROVED as recommended, information on Bid 24-13, Dishwasher Installation at Various Sites Phase I.
- A-28, APPROVE Award of Bid 24-24, Wawona Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacement**
ITEM PULLED BY STAFF. No discussion of item or action taken on item.
- A-29, APPROVE Award of Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters**
APPROVED as recommended, information on Bid 24-27, Heating, Ventilation and Air Conditioning Air Filters. This bid is to establish a fixed unit price for standard size, poly link, and custom size heating, ventilating and air conditioning air filters, used districtwide.
- A-30, APPROVE Award of Request for Proposals 24-20, Human Resources Professional Learning Platform**
APPROVED as recommended, Request for Proposals (RFP) 24-20, Human Resources Professional Learning Platform.

- A-31, DENY Claim GL23-0513-10271**
DENIED as recommended, a Claim for Damages by a minor, case GL23-0513-10271.
- A-32, DENY Claim GL23-0814-10204**
DENIED as recommended, a Claim for Damages by a minor, case GL23-0814-10204.
- A-33, DENY Claim GL23-0831-10190**
DENIED as recommended, a Claim for Damages by a minor, case GL23-0831-10190.
- A-34, RATIFY Agreement with The College Board for Advanced Placement Exams**
RATIFIED as recommended, an agreement with The College Board for Advanced Placement (AP) exams.
- A-35, RATIFY Agreement with the Fresno County Superintendent of Schools**
RATIFIED as recommended, an agreement with Fresno County Superintendent of Schools to provide arts integration professional learning and coaching to elementary teachers.
- A-36, RATIFY Addendum to the Agreement with Kaleidoscope**
RATIFIED as recommended, an addendum to the agreement with Kaleidoscope. The agreement with Kaleidoscope is increased from \$25,000 to \$27,150 to provide additional services to support the facilitation of scholarship application and awarding process for graduating seniors through the Foundation for Fresno Unified Schools.
- A-37, RATIFY Addendum to the Agreement with Supplemental Health Care, Incorporated**
RATIFIED as recommended, an addendum with Supplemental Health Care, Incorporated to include an additional \$177,909 providing for an increase of Educationally Related Mental Health Services Providers (ERMHS).
- A-38, RATIFY Amendment to the Agreement with Directed Analytics**
RATIFIED as recommended, an amendment to the agreement with Directed Analytics. Directed Analytics will provide the Office of African American Academic Acceleration (A4) a functional integrated dashboard intended to support the programmatic services and cross-program data tracking the A4 office provides to African American students in grades kindergarten through twelve.
- A-39, RATIFY Change Orders**
RATIFIED as recommended, information on Change Orders for projects as follows:

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

Change Order 3 (Interim Housing) presented for ratification: \$82,976

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

Change Order 2 (Interim Housing) presented for ratification: \$9,641

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

Change Order 1 (Interim Housing) presented for ratification: \$136,733

Bid 23-67, Bullard Talent K-8 School Site Improvements

Change Order 1 presented for ratification: \$48,356

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites

Change Order 1 presented for ratification: \$11,208

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites

Change Order 1 presented for ratification: \$21,925

A-40, RATIFY the Filing of Notices of Completion

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

Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing

Bid 23-67, Bullard Talent K-8 School Site Improvements

Bid 23-71 Sections A and C, Concrete Slabs for Outdoor Tables at Various Sites

Bid 23-71 Sections D and E, Concrete Slabs for Outdoor Tables at Various Sites

A-41, RATIFY Purchase Orders from September 01, 2023, through September 30, 2023 – Primary Report

RATIFIED as recommended, information on purchase orders issued from September 01, 2023, through September 30, 2023. There are two agenda items 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-42, RATIFY Purchase Orders from September 01, 2023, through September 30, 2023 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from September 01, 2023, through September 30, 2023, the Supplemental Report.

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

“Agenda item A-42 on tonight’s Consent Agenda, contains purchase orders for the California Teaching Fellows Foundation, the California State University, Fresno Foundation, and Fresno State University. I am currently employed by California State University, Fresno.

Additionally, item A-42 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, agenda item A-42 was approved by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Clerk Wittrup, and Board President Islas. ABSENTIONS: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-43, DISCUSS and APPROVE the 2022/23 Audited Financial Statements Prepared by Crowe LLP

For the record, the Board received zero (0) requests to address the Board on agenda item B-43.

For the record, Board members had comments/questions pertaining to agenda item B-43. A summary is as follows:

Board Member Davis thanked Patrick Jensen and Kim Kelstrom for their outstanding work with the Audit Committee.

Board Member Cazares commented on the ASES attendance requirements and that having two findings is great, especially as it does not affect the financial piece of the report.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, agenda item B-43 was approved by a vote of 7-0-0-0 as follows: AYES: Board members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

B-44, DISCUSS and APPROVE the 2023/24 First Interim Financial Report

For the record, the Board received zero (0) requests to address the Board on agenda item B-44.

For the record, Board members had comments/questions pertaining to agenda item B-44. A summary is as follows:

Board Member Jonasson Rosas requested clarity as to the district's projections. Asked if new projections will come with the Governor's revised budget. Asked if the fiscal team is planning for different budget scenarios. Asked if the enrollment is declining. Asked if 3- and 4-year-old aged children are counted in enrollment numbers. Asked if the fiscal team is accounting for Workers' Compensation.

Board Member Levine requested clarity as to if the one-time State and Federal Recovery Funds listed on page ten are not only Elementary and Secondary School Relief funds.

On a motion by Board Member Davis, seconded by Board Member Thomas, agenda item B-44 was approved by a vote of 7-0-0-0 as follows: AYES: Board members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Isabella Garcia spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
2. Benjamin Cruz spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
3. DeAnte Brown spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.

4. Liam Jacobsen spoke in support of and against the termination of Coach Alberty.
5. Emberly Gonzalez spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
6. Blanca Chavez spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
7. Aidan Ransom spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
8. Shamara Garcia spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
9. Rejone Drone spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
10. Elijah Williams spoke in support of, shared personal interactions with, and against the termination of Coach Alberty.
11. Danny Alberty thanked those that spoke on his behalf and commented on his termination.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board received agenda items C-45 and C-46.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 8:34 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve/Adopt

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

TITLE AND SUBJECT: Approve Position and Adopt Job Description of Senior Interpreter– Translator, Bilingual, and the Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual

ITEM DESCRIPTION: Included in the Board binders for consideration and approval are the following:

- The job description of Senior Interpreter – Translator, Bilingual. This position is responsible for providing bilingual interpretation services for parents, students and staff; translation of technical, educational, legal, and general materials between English and another language such as English/Spanish and/or English/Hmong; and providing related work as required. This position is designated Classified, Non-exempt and placed G-55 of the Classified Hourly Salary Schedule.
- The Classified Hourly Salary Schedule with Senior Interpreter – Translator, Bilingual will place the position on G-55 of the Classified Salary Schedule.

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

PREPARED BY: Annarita Howell

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE: Senior Interpreter -Translator, **REPORTS TO:** Assigned Supervisor
Bilingual

DEPARTMENT: Translation & Interpretation **CLASSIFICATION:** Classified
Services

FLSA: Non-Exempt **WORK YEAR:** Varies

BOARD APPROVAL: **SALARY:** G-55/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor, provide bilingual interpretation (e.g., English/Spanish, English/Hmong) services for parents, students, and staff; and translate technical, educational, legal, and general materials into target language (e.g., English/Spanish, English/Hmong); provide related work as required.

Definitions:

- An interpreter converts speech from one source language into a target language (e.g., English/Spanish, English/Hmong)
- A translator converts text from a source language into a target language (e.g., English to Spanish, English to Hmong)

Fluency and Proficiency Skills:

- Incumbents will be asked to demonstrate fluency skills and proficiency in the below stated styles of interpretation and translation:
- Simultaneous Interpretation - Exact message from source language in real-time;
- Consecutive Interpretation - Convey message from sources language to target language in dual exchange;
- Sight Translation - Oral rendition of text in source language to target language in real-time;
- Medical/ Legal/Educational Interpretation and Translation - Demonstrate advanced language proficiency of word usage in medical, legal, and educational settings.

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

Accurately translate confidential district documents, speeches, formal agendas, psychological assessments, websites, Individualized Educational Plans (IEPs), legal materials, workbooks, news articles, examinations, and other instructional and educational materials, bulletins, correspondence, minutes, and forms. *E*

Provide interpretation of formal and informal meetings using idiomatic expressions when appropriate and necessary to ensure accurate and effective message content and intent transmissions. *E*

Provide in person or over the phone, simultaneous, consecutive, interpretation at school, community, and District meetings concerning legal situations, Individualized Educational Plans (IEPs), suspension hearings, Education Service Center trainings, and interactions with the public. *E*

Adapt translations and interpretation to students' cognitive and grade levels, collaborate with educational team members as necessary. *E*

Review translated material submitted by District personnel and other Translator-Interpreters and edit for accuracy of meaning, content, and intent, grammar, and syntax. *E*

Lead and orient the work of others in the localization of language and centralized use of language developments. *E*

Answer inquiries and interpret and explain words and phrases for meaning and appropriateness. *E*

Represent the District when responding to inquiries from parents and the public regarding bulletins, memos, and other pieces of correspondence. *E*

Support new research and developments that influence language. *E*

Collaborate with others to streamline localization of language practices. *E*

Train, orient, and edit the work of other employees, and follow up to assure completion of staff work. *E*

Follow ethical codes and District guidelines that protect the confidentiality of information and assigned meetings and materials. *E*

Research, implement, and troubleshoot software and hardware that assist in language services. *E*

Use, distribute, and maintain headsets and microphones used during oral interpretation assignments. Oversee translation equipment check-out, use, and inventory. *E*

Use office computers in preparation of translations. Use headphones and advanced software to perform language support duties. *E*

May assist and support staff in the development and preparation of site communications to the public, including articles, press releases, and communiques.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and bachelor's degree from a recognized college or university and three years of experience composing, editing, and translating materials in English/Hmong and providing interpretations during group meetings and in one-to-one situations preferably in a school district or public institution. Qualifying experience of five (5) years

may be substituted for the required education on a year-for-year basis providing that a recognized certificate demonstrating proficiency in the designated language can be presented.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. Pass Fresno Unified School District's (FUSD) language proficiency test in the designated language or present a recognized certificate of proficiency in the designated language. Pass Fluency and Advanced Proficiency Skills Exam, FUSD internal written practicum in the designated language.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Correct grammar, spelling, punctuation, syntax and idiomatic usage of English and the designated foreign language.

English and the designated foreign language equivalent translations of general, technical and subject-matter terms.

Oral and written communication skills.

Telephone techniques and etiquette.

Office procedures, methods, and equipment including but not limited to computers, copiers, Interpretation and translation equipment and current software programs.

Interpersonal and intrapersonal skills using tact, patience, and courtesy.

Objectives, organization, policies and programs of the District.

ABILITY TO:

Maintain confidentiality of sensitive information.

Listen to English and speak in the designated language simultaneously.

Work without technical supervision and take responsibility for accuracy of translation.

Speak in public meetings.

Work effectively with District personnel and the public.

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

Establish and maintain cooperative and effective working relationships with a diverse range of people.

Learn new or updated computer systems and programs, and interpretation and translation equipment to apply to current work, as trained.

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

Actively participate in meeting District goals and outcomes.

Apply integrity and trust in all situations.

Learn District organization, operations, policies, objectives, and goals.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor work environment including office and/or school setting and meeting venues; driving own vehicle to conduct work; occasional temperature changes; repetitive activities; evening availability.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, sitting, walking or standing for extended periods of time; dexterity to operate a computer and other office equipment, and interpretation and translation equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally to retrieve and store files; hearing and speaking to exchange information and interpret; seeing to read and write, and to provide interpreting and translation services.

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

E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2023-2024

Effective ~~July 1, 2023~~ December 13, 2023

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

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90*

Annual \$1000 for Master's*

Annual \$1500 for earned Doctorate*

*Credit for only one degree will be given

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Certificated Retiree Contract for Elementary Music

ITEM DESCRIPTION: Included in the Board Binders is a retiree contract for Michael Krikorian. He is a recent retiree that will provide classroom music instruction as well as teach band and string ensembles according to his areas of expertise. A contract in the amount of \$11,745 was previously approved from August 2023, through December 2023. With the addition of this contract for January 2024 through June 2024, the total amount of both contracts exceeds \$15,000.00 and requires Board approval. There are currently 5.5 FTE vacant in elementary music.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$14,948 are available in the Elementary Music Budget to cover this agreement. Previously approved funds in the amount of \$11,745 were available in the Student Engagement Budget to cover the previous agreement. Sufficient funds are available to cover the combined amount of \$26,693.

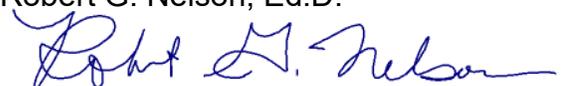
PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division
PHONE NUMBER: 457-3731

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

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





Fresno Unified School District
Retiree Contract Checklist
This Form Must BE TYPED.

1. School Site: Arts Education Department
2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173
3. Retiree: Michael Krikorian
4. Term January 8, 2024 Through: June 6, 2024
5. Budget: 030-1100-1090-1761-1000-1110; 030-1100-1500-1761-1000-1110
6. Contract Amount: .3FTE; Position ID: T06700000442; Work Schedule: 11185021
7. Scope of Work Summary: Certificated Music Teacher
8. Expected Results/Student Outcome:
9. Date item is to appear on Board of Education Agenda: December 13, 2023
(Contracts of \$15,000. or more)

Please send this form (with the cover memo and Retiree contract)
to the appropriate Assist superintendent for your school site

FRESNO UNIFIED SCHOOL DISTRICT

**FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214**

Retiree:	Michael Krikorian	Retiree I.D. Number:	1066429
Department	Arts Education Department (0727)		
Position Title:	Certificated Teacher Music	Hourly/Daily Rate of Pay:	\$63.55
Contract Period	January 8, 2024 to June 6, 2024	Contract Salary Not to Exceed:	\$14,947.83
Budget Number:	030-1100-1000-1761-1000-1110; 030-1100-1500-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement (Arts Education Dept)	During this fiscal year, have you signed any other retiree contracts?	N/A

Michael Krikorian ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from **January 8, 2024**, through **June 6, 2024**, or earlier if any of the following occur:
 - a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
 - b. Notification by the District that Retiree's services are no longer needed; or
 - c. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

5. Credential(s) Held: By accepting this offer Retiree represents that he/she possesses a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

District specifically relies on these Representations as to "Credential(s) Held" in hiring Retiree. Retiree understands that if he/she does not hold and have the credential(s) indicated for the position being hired for, that this agreement is null and void. Retiree further understands that it is his/her responsibility to maintain the credential(s) on file with the County Superintendent of School and to keep the District informed of the status of the credential(s).

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.

Ratification of this contract is subject to verification of references submitted by Retiree.

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.


Retiree's Signature

Date 11-1-2023


Principal/Department Head Signature

Date 11/1/23

Funding Source Signature
(Office of State & Federal)

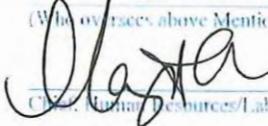
Date _____


Assistant Superintendent

Date 11/1/23


Superintendent
(Who oversees above Mentioned Program)

Date 11/6/23


Chief Human Resources/Labor Relations

Date 11/6/23

Board Approval Date _____ Item# _____

Fresno Unified School District
Retiree Contract Checklist
This Form Must BE TYPED.

1. School Site: Arts Education Department

2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173

3. Retiree: Michael Krikorian

4. Term August 21, 2023 Through: December 15, 2023

5. Budget: 030-1100-1090-1761-1000-1110; 030-1100-1500-1761-1000-1110

6. Contract Amount: .3 FTE Position ID: TO6700000442; Work Schedule: TT18502L 11,744.72

7. Scope of Work Summary: Certificated Teacher Music

8. Expected Results/Student Outcome:

9. Date item is to appear on Board of Education Agenda: N/A
(Contracts of \$15,000. or more)

Please send this form (with the cover memo and Retiree contract)
to the appropriate Assist superintendent for your school site

A04/10
Hourly - 63.5537
~~Contract total - 12,960.12~~
FTE: .3
T06700000442

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214

Contract total - 11,744.72

Retiree:	Michael Krikorian	Retiree I.D. Number:	1066429
Department	Arts Education Department (0727)		
Position Title:	Certificated Teacher Music	Hourly/Daily Rate of Pay:	\$63.5537
Contract Period:	August 21, 2023 to December 15, 2023	Contract Salary Not to Exceed:	\$12,960.12 11,744.72
Budget Number:	030-1100-1090-1761-1000-1110; 030-1100-1500-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement (Arts Education Dept)	During this fiscal year, have you signed any other retiree contracts?	N/A

Michael Krikorian ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from **August 21, 2023** through: **December 15, 2023**, or earlier if any of the following occur:
 - a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
 - b. Notification by the District that Retiree's services are no longer needed; or
 - c. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

5. Credential(s) Held: By accepting this offer Retiree represents that he/she possesses a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

District specifically relies on these Representations as to "Credential(s) Held" in hiring Retiree. Retiree understands that if he/she does not hold and have the credential(s) indicated for the position being hired for, that this agreement is null and void. Retiree further understands that it is his/her responsibility to maintain the credential(s) on file with the County Superintendent of School and to keep the District informed of the status of the credential(s).

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.

Ratification of this contract is subject to verification of references submitted by Retiree.

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Michael Kipron Date 8-17-2023 W. Keith Date 8/17/23
Retiree's Signature Principal/Department Head Signature

Funding Source Signature (Office of State & Federal) Date _____ Bryan D. Mills Date 8/17/23
Assistant Superintendent

[Signature] Date 8/24/2023
[Signature] Superintendent
(Who oversees above Mentioned Program)

[Signature] Date 8/24/23
Chief, Human Resources/Labor Relations

Board Approval Date _____ Item# _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Amendment No. 4 to Employment Agreement for Superintendent Robert G. Nelson, Ed.D.

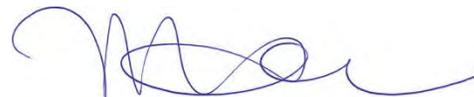
ITEM DESCRIPTION: An Oral Report on the Superintendent's salary and benefits is included for the Board President to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 4 to the Superintendent's Employment Agreement for a term commencing July 01, 2022 and continuing through June 30, 2026, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 4 to the Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 4 of the Superintendent's Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

DEPUTY SUPERINTENDENT APPROVAL:
Mao Misty Her



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Amendment No. 1 to Employment Agreement for Chief Academic Officer Natasha Baker, Ed.D.

ITEM DESCRIPTION: An Oral Report on the Chief Academic Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 1 to the Chief Academic Officer's Employment Agreement for a term commencing July 01, 2023, and continuing through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 1 to the Chief Academic Officer's Employment Agreement, which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 1 of the Employment Agreement for the Chief Academic Officer.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-8

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Amendment No. 1 to Employment Agreement for Chief Financial Officer Patrick Jensen

ITEM DESCRIPTION: An Oral Report on Chief Financial Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 1 to the Chief Financial Officer's Employment Agreement for a term commencing January 01, 2023, and continuing through June 30, 2026, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 1 to the Chief Financial Officer's Employment Agreement, which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 1 of the Employment Agreement for the Chief Financial Officer.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Amendment No. 1 to Employment Agreement for Chief Operations and Labor Relations Officer Paul Idsvoog

ITEM DESCRIPTION: An Oral Report on the Chief Operations/Labor Relations' salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 1 to the Chief Operations/Labor Relations' Employment Agreement for a term commencing July 01, 2023, and continuing through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 1 to the Chief Operations/Labor Relations' Employment Agreement, which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 1 of the Chief Operations/Labor Relations' Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Revised Amendment No. 1 to Employment Agreement for Deputy Superintendent Mao M. Her

ITEM DESCRIPTION: As required by Government Code section 54953(c)(3), the Superintendent will present an addition to the Oral Report for the Deputy Superintendent previously provided in open session at the December 06, 2023, regular meeting regarding the requirement that the Deputy Superintendent's workdays and work year be reduced to the same extent and in the same manner as the reduction in workdays and/or work year for any other employee group in the District. Also included for the Board's consideration and approval is the Revised Amendment No. 1 to the Deputy Superintendent's Employment Agreement for a term beginning on July 01, 2023, and continuing through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the December 06, 2023, Oral Report and as noted in the terms of the Deputy Superintendent's Revised Amendment No. 1 which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of Revised Amendment No. 1 of the Deputy Superintendent's Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Revised Employment Agreement for Chief Human Resources and Labor Relations Officer David Chavez

ITEM DESCRIPTION: As required by Government Code section 54953(c)(3), the Superintendent will present an addition to the Oral Report for the Chief Human Resources/Labor Relations that was previously provided in open session at the December 06, 2023, regular meeting regarding the requirement that the Chief Human Resources/Labor Relations' work days and/or work year be reduced to the same extent and in the same manner as any other employee group in the District. Also included for the Board's consideration and approval is the Chief Human Resources/Labor Relations' Revised Employment Agreement for a term beginning on July 01, 2023, and continuing through June 30, 2027, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the December 06, 2023, Oral Report and as noted in the terms of the Chief Human Resources/Labor Relations' Revised Employment Agreement which shall be available for review in the Board of Education Office on or before December 11, 2023.

FINANCIAL SUMMARY: Noted in the terms of the Chief Human Resources/Labor Relations' Revised Employment Agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3501

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Adventure Education Solutions

ITEM DESCRIPTION: Included in the Board binder is the Extended Learning Recreational Leagues Enrichment service agreement with Adventures Education Solutions (AES). AES is a Board Approved for Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied skiing, snowboarding, and rock climbing through real-world and student-centered experiences enrichment outside of the regular school day. Recreational Leagues will be vendor-led during the Spring 2024 semester.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$503,163. are available in the Expanded Learning Opportunity Program budget.

PREPARED BY: Jeremy Ward

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

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

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31302</u>		
Vendor Number		
ADVENTURE EDUCATION SOLUTIONS INC	12137 EAST CORTLAND AVE SANGER, CA 93657	
Vendor Name	Address	
801-895-6960	JASON WHITING	
Phone Number	Vendor Contact	
From: 1/13/2024	Through: 3/23/2024	
Term (Duration)		
FUSD Contract Administrator:		
JEREMY WARD/ CONNIE CHA	EXTENDED LEARNING/ CCR	559-248-7560
Name	Site/ Dept	Telephone number

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

Annual Cost \$ 503,163.00 (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:
Ski/Snowboarding League is up to 180 students in grades 9th - 12th. All students will be divided into 2 groups by region 8 regions total. Ski and Snowboarding league group will go up to China Peak 6 times between January 13th, through March 23rd.
Rock Climbing league group is up to 180 students in grades 9th - 12th. All students will be divided into 2 groups by region 8 regions total. Rock Climbing league will go to MetalMark Gym 7 times between February 3rd, through May 4th.

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: 12/13/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:		11/14/23
	Signed	Date
Reviewed & approved by Cabinet Level Officer		11/17/2023
	Signed	Date
Reviewed & approved by Risk Management		Nov 20, 2023
	Signed	Date

Please return signed agreement back to (name/email) : Amy Cha amy.cha@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

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

District Contact Person: JEREMY WARD/ CONNIE CHA

Budget Manager Approval: _____

Contractor's Vendor Name: ADVENTURE EDUCATION SOLUTIONS INC

Contractor's Contact Person: JASON WHITING

Contractor's Title: Founder/Director

Contractor's Telephone

Number: 801-895-6960

Contractor's E-mail: jason@fresnoaes.com

Contractor's Address: 12137 EAST CORTLAND AVE SANGER, CA 93657

This Independent Contractor Services Agreement is made and entered into effective 1/13/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and ADVENTURE EDUCATION SOLUTIONS INC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Adventure Education Solutions agrees to submit daily attendance for students attending program. Adventure Education Solutions will submit an executive summary report for each week of program offered along with an invoice outlining services provided for Recreational Leagues. Adventure Education Solutions will receive a 40% advancement prior to the start of Winter Camp program. Adventure Education Solutions is to invoice Extended Learning Department the difference of the advancement received based on student attendance for each program operated at the conclusion of Recreational Leagues.

Adventure Education Solutions agrees to participate in a communication and registration service offered by InPlay and receive confidential student data provided by Fresno Unified School District to enroll students in Adventure Education Solution's Recreational Leagues. Adventure Education Solutions agrees to handle the student data in accordance with FUSD's data security and privacy policies as well as in accordance with all applicable laws and regulations. Adventure Education Solutions agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement and not for any advertisement or promotional purposes.

Please see attachment for the full scope of work that is incorporated by reference in its entirety to this agreement.

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

3. Term. This Agreement shall begin on 1/13/2024, and shall terminate on 3/23/2024. 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 \$ 503,163.00. Checks will be made payable to ADVENTURE EDUCATION SOLUTIONS 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 Jr

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 503,163.00
- f. Other _____

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

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

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

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

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

Contractor's initials Jr 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 JW 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: ADVENTURE EDUCATION S

Name: JASON WHITING

Address:

12137 EAST CORTLAND AVE SANGER,
CA 93657

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

ADVENTURE EDUCATION SOLUTIONS INC


Jason Whiting (Nov 13, 2023 16:29 PST)

Name: JASON WHITING *, Title:* Founder/Director

Nov 13, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Nov 20, 2023

Date

ADVENTURE EDUCATION SOLUTIONS

Vendor Name: Adventure Education Solutions Inc. **FUSD Vendor Number:** 31637

Mailing Address: 12137 East Cortland Ave. Sanger, CA 93657

Contact Name: Jason Whiting

Phone Number: 801-895-6960

Contact Email: Jason@fresnoaes.com

Ski/Snowboard and Rock-Climbing League Program Proposal

Executive Summary: Adventure Education Solutions Inc. proposes to provide administrative and logistical support for the FUSD Outdoor Recreation Sports League in an effort to promote access to traditionally under-represented high school aged students to the unique recreation activities located locally as well as those found in the Central Sierra Nevada Mountains. The Outdoor Recreation Sports League will consist of competitive rock climbing and ski and snowboard racing offered at no cost to participating students or schools. High School students will be offered early access to “try-out” both rock climbing and/or ski/snow board during the free winter camp programs offered during winter break. Participating schools (9 total) will be limited to no more than 20 students for rock climbing teams and 20 students ski/snowboard teams. Total cost to the district is not to exceed \$108,293 for the rock-climbing league and \$394,870 for the ski/snowboard league. Program budgets include league administration, logistical support in scheduling, training, coaching, and risk management.

Spring 2024 League Schedules

Ski/Snowboard Program Schedule	Activity/Event	Students Served
TBD	Coaches Orientation Date	
Jan. 13 th	Rotation 1-CPMR	90
Jan. 20 th	Rotation 2-CPMR	90
Jan. 27 th	Rotation 1-CPMR	90
Feb. 3 rd	Rotation 2-CPMR	90
Feb. 10 th	Rotation 1-CPMR	90
Feb. 17 th	Rotation 2-CPMR	90
Feb. 24 th	Rotation 1-CPMR	90
March 2 nd	Rotation 2-CPMR	90
March 9 th	Rotation 1-CPMR	90
March 16 th	Rotation 2-CPMR	90
March 23 rd	Season Championship and End of Season Fun Day-CPMR	180
Rock-Climbing Program Schedule	Activity/Event	
TBD	Coaches Orientation Date	NA
February 3, 10 March 2, 9 April 6, 13 May 4	Saturday Climbing Competitions	180

Staffing Model

Ski/Snowboard Staffing	Roles & Responsibilities
FUSD Team Coaches	Recruit student athletes (all genders) to build a school team. Accompany student athletes on district provided transportation to league events. Assist in skiing/snowboarding supervision and coaching. Coordinate with AES program coordinator and AES coaching staff for supervision during league events. Coordinate with FUSD Extended Learning Office for team ski outfits. Assist with distribution and supervision of meals and rentals at CPMR.
AES Program Coordinator	Oversee program operations. Coordinate with FUSD Extended Learning Office staff and coaches in addition to China Peak Mountain Resort (PPMR) administration. Organize trainings, practice rotations, and competitions. Ensure smooth operations: manage AES staff and work with FUSD coaches to assist with student athletes, facilities, activities, equipment, materials, supplies, meals, arrival and dismissal procedures.
AES Coaching Staff	Skilled positions. Attend training clinics. Assist FUSD coaches in delivering instruction and supervision during league practices and competition events. Act as point person for each team and liaison with AES program coordinator. Assist with distribution and supervision of meals and rentals at CPMR.
Rock-Climbing Staffing	Roles & Responsibilities
FUSD Team Coaches	Recruit student athletes (all genders) to build a school team. Accompany student athletes on district provided transportation to league events. Assist in rock-climbing supervision and coaching. Coordinate with AES program coordinator and AES coaching staff for supervision during league events. Coordinate with FUSD Extended Learning Office for rock climbing equipment and team apparel.
AES Program Coordinator	Oversee program operations. Coordinate with FUSD Extended Learning Office staff and coaches, and Metal Mark Climbing and Fitness Gym. Organize training schedule, practice rotations, and competitions. Ensure smooth operations: manage AES staff and work with FUSD coaches to assist with student athletes, facilities, activities, equipment, materials, supplies, comp meals, arrival and dismissal procedures.
AES District Coach	The role of the district coach is to provide all student athletes with equitable access to high quality coaching. This will work with the program coordinator and be responsible for the climbing curriculum and coaching of each participating school and will attend and coach every practice during the season. The district coach will arrive at the climbing gym prior to the arrival of the students to prepare any necessary materials and equipment needed for the practice. While students are at the climbing gym, the district coach will lead students through the day's activities; including: stretching, sharing announcements, the main workout, and the debrief. The coach is also responsible for resetting all materials once the students have left. The district coach is also responsible to attend and help at the Saturday practices and competitions. The district coach will attend afternoon practices every school day from 2:30-5 and all Saturday practices and competitions.
AES Coaching Staff	Skilled positions. Attend training clinics. Assist FUSD coaches in delivering instruction and supervision during league practices and competition events. Act as point person for each team and liaison with AES program coordinator.

FUSD SKI/SNOWBOARD LEAGUE PROGRAM PROPOSAL SPRING 2023

Program Budgets

Ski/Snowboard Program Budget	Quantity	Description	Dollar Amount
China Peak Season Passes	195	\$549 -Students (160) \$599 – Coaches, AES instructional staff, (35)	\$108,805
Winter league jackets	195	Provided for students (160), Coaches, AES instructional staff, (35) Jackets: \$250.	\$48,750
Winter gloves	160	Gloves for students: \$70	\$11,200
Boot and Helmet Bag	195	\$54 per	\$10,530
Skis and snowboards for students	195	\$180 Snowboards; \$140 Snowboard boots; \$180 Snowboard bindings \$240 Skis; \$120 Ski boots; \$140 Ski bindings Tax 8.35% \$8,141 Shipping: \$35 per set (est): \$6,825	\$62,466
Ski and Snowboard Mounting	195	China Peak Sports shop mounting \$60	\$11,700
Breakfast and Lunch at China Peak	116	\$25 pp per 12 Saturdays (90 students + 26 coaches and staff) 116 x 25 x 12	\$34,800
AES Program Coordinator	1	Season stipend	\$9,000
AES Staff	12	12 AES instructional staff x 12 days (12 hours. Transportation and instructions at China Peak) x (12 hrs at \$25pp w OT) \$350 = \$50,400 Team Registration Events at sites (8) 2 staff, 4 hrs @ \$25 pr (\$1,600) Team Equipment Outfitting events at sites (8) 2 staff, 4 hrs. @ \$25 pr (\$1,600)	\$53,600
Ski Program Equipment Management	1	Ordering, sorting, inventorying, laundering post season 4 staff – 40 hrs x \$25 = \$4,000 Laundering, storage totes, systems. \$1,500 Boot dryer system. \$2,495 12 Months Storage -\$2,700	\$10,695
Saddler Liability Insurance		AES general liability policy for league coverage	\$7,481
Subtotal			\$358,973
Administration Fee		10%	\$35,897
Total			\$394,870
Rock-Climbing Program Budget	Quantity	Description	Dollar Amount
AES Program Coordinator	1	Season stipend	\$9,000
AES District Coach	1	19 weeks, 20 hours per week (Jan. 1- May 10) \$30 per hour.	\$11,400
AES Climbing Staff	4	Competition staff (4 x 7 days x 5 hours x \$25ph)	\$3,500
Competition student prizes and supplies	7	\$80 per day	\$560
Student Climbing Shoes	25	Additional shoes for sizes missing. \$115 per pair.	\$2,875
End of season fun day/BBQ	200	\$20 pp	\$4,000

FUSD SKI/SNOWBOARD LEAGUE PROGRAM PROPOSAL SPRING 2023

Metal Mark Gym Climbing Memberships	194	\$62.5 Monthly memberships (Jan-May): students (180), FUSD coaches and staff (14)	\$60,140
Saddler Liability Insurance	1	League GL policy	\$2,694
Subtotal			\$94,169
Administration Fee		15%	\$14,125
Total			\$108,293

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,
AGENDA SECTION: A

AGENDA ITEM A-13

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with the Resiliency Center of Fresno

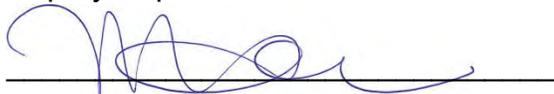
ITEM DESCRIPTION: Included in the Board binders is an agreement with The Resiliency Center of Fresno (formally the Fresno Chaplaincy program). The Resiliency Center provides student mentoring for first graders as part of their Resilience in Student Education (RISE) Program. The program currently services 31 sites and will expand to all elementary schools. Services are coordinated through the Center directly with school site administrators.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$64,000 are available in the Safety and Security Budget

PREPARED BY: Amy Idsvoog

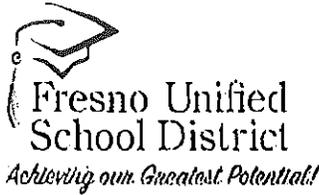
DIVISION: Safety and Security
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent



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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

91943
Vendor Number

Resiliency Center

3045 N. Clark st. Suite 201, Fresno, Ca 93726

Vendor Name
559-492-2906

Address
Rodney Lowery

Phone Number

Vendor Contact

From: 8/1/2023

Through: 6/28/2024

Term (Duration)

FUSD Contract Administrator:

Amy Idsvoog

Health service, Safety & Emerg: 559-457-2800

Name

Site/ Dept

Telephone number

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

030-0672-0664-0000-8300-5110

Annual Cost \$ 64,000.00

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

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

Yes

No

Scope of Work Summary:

The Resiliency center of Fresno agrees to provide social emotional educational services to first grade classrooms through the Resilience In student Education (RISE) program to all 65 Fresno Unified School District elementary schools. currently the program exist in 25 of the 65 elementary schools, the remaining schools will receive a RISE coach and curriculum as those volunteers are identified and trained.

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:
(Contracts of \$15,000.00 or more)

12/6/2023 Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

Signed

10/20/23

Date

Reviewed & approved by Risk Management

Signed

Oct 24, 2023

Date

Reviewed & approved by Department Head

Signed

10/12/23

Date

Please return signed agreement back to (name/email) :



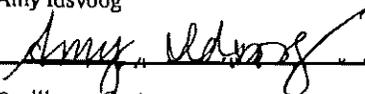
Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0672-0664-0000-8300-5110

District Contact Person: Amy Idsvoog

Budget Manager Approval: 

Contractor's Vendor Name: Resiliency Center

Contractor's Contact Person: Rodney Lowery

Contractor's Title: Chief Executive Officer

Contractor's Telephone
Number: 559-492-2906

Contractor's E-mail: rlowery@fresnorc.org

Contractor's Address: 3845 N. Clark st. Suite 201, Fresno, Ca 93726

This Independent Contractor Services Agreement is made and entered into effective 8/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Resiliency Center ("Contractor").

I. Contractor Services: Contractor agrees to provide

Police Chaplaincy Program as available, for up to 6S Fresno Unified School District elementary schools, at a cost of \$500.00 per semester for each elementary school served. Resilience In Student Education (Rise) is a partnership between the Fresno Police Chaplaincy and Fresno Unified School District to address the interpersonal and intrapersonal development of students beginning in the first grade. Research has shown that students who possess interpersonal and intrapersonal skills, self efficiency, emotional regulation, empathy, impulse control, causal analysis, and optimism) are much more resilient and better able to "bounce back" from life's challenges and maltreatment. Statistically, children who grow up in single parent homes are twice as likely to be abused and or exploited. Unfortunately, many of the challenges our children will face are unpreventable. While we may not be able to stop events that rob these kids of their hopes, we can teach them skill-sets to overcome adversity and thrive. One proactive solution, the School Resource Chaplaincy was initiated in January of 2011 and is currently found in 2S Fresno Unified elementary schools. The mission is to focus on protection and building character in younger students. The School Resource Chaplains serve as mentors in promoting "bounce back" resiliency thinking patterns most graders through the reading and discussion of children's literature books. Along with teaching resiliency skills, the SRCs provide an additional layer of abuse protection for students. Finally, the SRCs offer care and comfort to students, staff, and/or parents when needs are discerned, and assistance requested. Currently the SRC program serves approximately five hours a week on campus. Chaplain candidates do not have to be licensed, ordained or credentialed.

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 8/1/2023, and shall terminate on 6/28/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of \$ 64,000 per contrac, Not to exceed \$ 64,000.00. Checks will be made payable to Resiliency 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 RJ

- 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): \$ 64,000.00
- f Other _____

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

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

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

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

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

Contractor's initials RJ 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 *ff* 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: Resiliency Center of Fresno

Name: Rodney Lowery

Address:

3845 N. Clark St. Suite 201
Fresno, CA 93726

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

Resiliency Center

Rodney Lowery
Name: Rodney Lowery , Title: CEO

10-12-2023
Date

Approved As To Form:

Stacey Sandoval
Stacey Sandoval, Executive Director
Risk Management

Oct 24, 2023
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Multiyear Agreement for Cisco Cybersecurity Services

ITEM DESCRIPTION: Included in the Board binders is Information on the Multiyear Agreement for Cisco Talos Incident Response and Proactive Services

Cisco Talos is one of the largest and most trusted providers of cutting-edge security research and services globally. As part of this agreement, Cisco will provide Fresno Unified with both proactive security services and emergency response support. During the agreement term, Fresno Unified and Cisco will partner to review the district's incident readiness and network security architecture. Following the review, Cisco and Fresno Unified will strengthen resiliency, incident readiness, and response. If needed, Cisco will provide rapid expert assistance in the event of a security incident.

It is recommended the Board approve the multiyear agreement from Key Government Finance with Development Group, Inc. for Cisco Talos Incident Response and Proactive Services. The Board previously authorized Development Group, Inc. for purchases of technology goods and services through piggyback contract #3-17-70-2686N, California Multiple Award Schedule (CMAS). This multiyear agreement provides discounted pricing and protections against price increases during the term of the agreement.

This agreement represents a discounted annual payment over each of three years as follows:

- \$65,801 in February 2024
- \$65,801 in July 2024
- \$65,801 in July 2025

These payments cover the annual retainer for proactive services through June 2026.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$65,801 annually are available in the Information Technology budget.

PREPARED BY: Ashley Aouate

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

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

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







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24985
Vendor Number

Key Government Finance, INC 1000 SOUTH MCCALIN BLVD, SUPERIOR, CO 80027
Vendor Name **Address**

720-304-1295 PETER.BROOK@KEY.COM
Phone Number **Vendor Contact**

From: 2/1/2024 Through: 6/30/2026
Term (Duration) **Through:**

FUSD Contract Administrator:
Philip Neufeld Information Technology 559-457-3164
Name **Site/ Dept** **Telephone number**

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0140-0885-0000-7700-5899

Actual Cost \$ 197,402.17 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Scope of Work Summary:

Multiyear agreement from Key Government Finance with Development Group, Inc. for annual subscription to Cisco Talos Incident Response and Proactive Services.

This contract represents a discounted annual payment over each of three years as follows:

- \$65,801 in February 2024
- \$65,801 in July 2024
- \$65,801 in July 2025

These payments cover the annual retainer for proactive services through June of 2026.

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: 12/06/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head: Philip Neufeld 11/29/23
Signed Date

Reviewed & approved by Cabinet Level Officer: [Signature] 11/29/23
Signed Date

Reviewed & approved by Risk Management: [Signature] 11/29/23
Signed Date

Please return signed agreement back to (name/email) : Steve Evans / Steven.Evans@fresnounified.org



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

October 19, 2023

Fresno Unified School District
2309 Tulare St
Fresno, CA 93721

Re: Taxable Installment Payment Agreement

Dear Philip Neufeld:

Enclosed, please find two (2) sets of financing documents for your review and execution - please print out two (2) sets. Execute both sets and return all of the originals to my attention. The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:

KEY GOVERNMENT FINANCE, INC.

ATTN: Peter Brook

1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person(s) with Signing Authority, as listed in the contract, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than October 27, 2023; otherwise, the transaction is subject to repricing. Also, one of our representatives will contact you prior to funding to conduct a Telephone Audit to review the terms of your contract and to confirm the property that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.

Name Steve Evans Title Administrative Secretary

Executed documents required for funding are:

- o Taxable Installment Payment Agreement*
- o Schedule to Installment Payment Agreement*
- o Exhibit A – Customer's Counsel's Opinion. Exhibit A is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Installment Payment Agreement.
- o 1st Payment (if required)

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Please contact me at 720-304-1295 with any questions.

Sincerely,
Peter Brook
Account Manager

Taxable Installment Payment Agreement, Dated December 30, 2023

AGREEMENT: This Installment Payment Agreement ("IPA") is made by and between Key Government Finance, Inc. ("KGF") and the Customer named below in connection with the license to be granted by Licensor (as defined in the Schedule) to Customer of certain software described in the Schedule (the "Licensed Software") and provision by Licensor of certain maintenance, professional and/or support services in connection with the Licensed Software ("Services"), all as further identified in the software license agreement described in the Schedule ("License Agreement"). Software license fees and related service fees in the amounts set forth in the Schedule (collectively, "Fees") are owing by Customer to Licensor pursuant to the License Agreement. Customer and KGF have agreed that instead of Customer's paying the Fees to Licensor, KGF will satisfy Customer's obligation to pay the Fees to Licensor and, in consideration thereof, Customer agrees to pay KGF the Installment Payments (as defined below) due hereunder, all upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Schedule. Customer acknowledges that the Installment Payments to be paid by Customer to KGF may exceed the amounts paid by KGF to the Licensor in satisfaction of the Customer's obligations to pay the Fees. Any amounts set forth in the License Agreement that are not financed under this Agreement shall be due and payable by Customer to Licensor at the times and in the manner set forth in the License Agreement. This IPA is separate from, and independent of, the License Agreement. This IPA together with the Schedule shall be defined as this "Agreement." **THIS AGREEMENT MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between KGF and Customer relating to the Licensed Software, Services, Fees and Installment Payments. Documentation (e.g., orders and invoices) between or among Customer and Licensor or any services vendor, dealer, distributor or manufacturer does not apply to this Agreement or to KGF. KGF shall have no obligation to advance any funds hereunder unless and until Customer satisfies all conditions precedent and other requirements of KGF, including providing such evidence of acceptance of the Licensed Software as KGF shall require in its sole discretion. KGF and Customer agree as follows:

TERM: The Term of this Agreement shall begin on the commencement date set forth in the Schedule and shall terminate upon payment of the final Installment Payment set forth in the Schedule, unless terminated sooner pursuant to this Agreement.

INSTALLMENT PAYMENTS: Customer shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Schedule.

NO OFFSET: SUBJECT TO THE PARAGRAPH ENTITLED "NONAPPROPRIATION" HEREIN, THE OBLIGATIONS OF CUSTOMER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY FOR WHICH THE LICENSED SOFTWARE OR SERVICES ARE BEING PROVIDED, ANY PROVISION IN THE LICENSE AGREEMENT RELATING TO THE POSSIBILITY OF OFFSET, REFUND OR SUSPENSION OF PAYMENT, REVOCATION OF THE SOFTWARE LICENSE OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT CUSTOMER'S RIGHTS OR ACTIONS AGAINST LICENSOR OR ANY VENDOR. Customer shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Licensed Software or Services.

LATE CHARGES: Should Customer fail to duly pay any part of any Installment Payment or other sum to be paid to KGF under this Agreement on the date on which such amount is due hereunder, then Customer shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

TAXES: (a) To the extent applicable, Customer shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by KGF or Customer, on or relating to the Installment Payments, Licensed Software or Services, or the use, ownership or operation thereof, and on or relating to this Agreement; excluding, however, KGF's net income taxes. Applicable sales and use taxes shall be paid with the Installment Payments unless Customer provides evidence of direct payment authority or an exemption certificate valid in the state where the Licensed Software and Services are provided.

(b) Customer agrees that it will not list or report any Licensed Software or Services for property tax purposes unless otherwise directed in writing by KGF. Upon receipt of any property tax bill pertaining to the Licensed Software or Services from the appropriate taxing authority, KGF will pay such tax and invoice Customer for the expense. Customer will reimburse KGF for such expense on the next Installment Payment date. Customer shall be responsible for claiming or obtaining any exemption from property taxes to which Customer may be entitled under applicable law, and for informing KGF of any such exemption.

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to KGF that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and, if required, by its governing body pursuant to a resolution (which resolution, if requested by KGF, is attached hereto), to execute and deliver the License Agreement and this Agreement and to carry out its obligations thereunder and hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the License Agreement and this Agreement. (d) The Licensed Software and the Services will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Licensed Software and Services is not expected to diminish during the term of this Agreement. (e) Customer has funds available to pay Installment Payments until the end of its current appropriation period and intends to request funds in accordance with applicable provisions of law to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement. (f) Customer has never defaulted, failed to pay or non-appropriated on a lease, loan or bond. (g) The Customer shall not waive the performance of, or amend, modify or otherwise alter any term or condition of the License agreement. (h) The Customer shall comply at all times with all applicable requirements of the Code. (i) Customer's exact legal name is as set forth on the first page of this Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to KGF. (j) As of the date hereof, no litigation is pending (or, to Customer's knowledge, threatened) against Customer in any court (1) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (2) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (3) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (4) affecting the provisions made for the payment of or security for the Agreement. (k) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-Appropriation exists at the date hereof with respect to this Agreement. (l) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

RISK OF LOSS: COVENANTS. Customer shall not be required to indemnify or hold KGF harmless against liabilities arising from the Agreement. However, as between KGF and Customer, and to the extent permitted by law and subject to appropriation of funds by Customer, Customer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to the Licensed Software and Services, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Customer shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from the gross negligence or willful misconduct of KGF.

ASSIGNMENT BY CUSTOMER: Without KGF's prior written consent, Customer may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Licensed Software or Services, this Agreement or any interest therein. Customer agrees not to take any action that would eliminate the need for the Licensed Software or Services during the Term; provided that in the event of a Nonappropriation, as hereinafter defined, this restriction shall not apply.

ASSIGNMENT BY KGF: KGF may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of KGF hereunder.

NONAPPROPRIATION: Non-Appropriation means the failure of Customer's governing body to appropriate funds to pay Installment Payments. If the Customer appropriates moneys for the Installment Payments, the Customer's obligation to pay Installment Payments will be irrevocable, enforceable and the failure to pay the Installment Payments will be an Event of Default under this Agreement. If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Customer shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, cease receiving the Licensed Software and Services. If Customer fails to cease receiving the Licensed Software or Services, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to cease receiving the Licensed Software or Services and for any other loss suffered by KGF as a result of Customer's failure to cease receiving the Licensed Software or Services as required. Customer shall notify KGF in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Customer.

EVENTS OF DEFAULT: Customer shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by KGF in writing: (a) Default by Customer in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Customer to KGF under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by KGF to Customer, or (b) any warranty, representation or statement made or furnished to KGF by or on behalf of Customer proves to have been false in any material respect when made or furnished, or (c) dissolution, termination of existence, discontinuance of the Customer, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Customer, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Customer. UPON THE OCCURRENCE OF A DEFAULT, CUSTOMER IRREVOCABLY CONSENTS TO KGF'S REQUEST FOR A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST KGF OR LICENSOR WITH RESPECT THERETO. LICENSOR SHALL BE A THIRD PARTY BENEFICIARY OF THIS CONSENT AND WAIVER.

REMEDIES OF KGF: Upon the occurrence of any Event of Default and at any time thereafter, KGF may, without any further notice, exercise one or more of the following remedies as KGF in its sole discretion shall elect: (a) terminate this Agreement and all of Customer's rights hereunder as to any or all items of the Licensed Software or Services, including notifying Licensor to cease providing the Licensed Software or Services to Customer, which shall be binding on Licensor and the Customer; (b) proceed by appropriate court action or actions to enforce performance by Customer of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to KGF at law or in equity or otherwise; (c) KGF may cause Licensor to terminate or cause to be terminated all licenses granted to Customer under the License Agreement to the extent such licenses have been financed pursuant to this Agreement, and/or withhold or cause to be withheld any Services provided under or in connection with the License Agreement; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which KGF shall be entitled under applicable law. Upon KGF's written demand therefor, Customer shall immediately cease its use of the Licensed Software and related Services regardless of whether Customer is in default of its obligations under the License Agreement and Customer shall, at KGF's sole option, either (i) deliver to KGF in writing the certification of a duly authorized officer of Customer to the effect that Customer has ceased its use of the Licensed Software and related Services, or (ii) assemble the Licensed Software and make it available to KGF at a place to be designated by KGF which is reasonably convenient to KGF and Customer. In the event Customer is entitled to transfer the right to use the Licensed Software to any third party, Customer hereby (x) agrees to transfer any such right to use the Licensed Software to KGF or any third party selected by KGF, and (y) acknowledges that Customer shall have no right to fees payable by any third party in connection with such transfer. No right or remedy herein conferred upon or reserved to KGF is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Customer agrees to pay to KGF or reimburse KGF for, in addition to all other amounts due hereunder, all of KGF's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. **UNLESS PROHIBITED BY LAW, CUSTOMER AND KGF HEREBY IRREVOCABLY WAIVED ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

DISCLAIMER OF WARRANTIES: Customer acknowledges that KGF does not hold title to the Licensed Software and that Customer is or shall be the licensee of the same directly from Licensor. The use of the Licensed Software by Customer is subject to the terms of the License Agreement. KGF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND KGF DISCLAIMS SAME. CUSTOMER WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST KGF FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) OR EXPENSE ARISING OUT OF, CAUSED BY OR RELATED TO THE LICENSED SOFTWARE OR ANY SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE AND SERVICES, EVEN IF KGF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

GRANT OF SECURITY INTEREST: To secure Customer's payment and performance of its obligations under this Agreement, Customer hereby grants KGF a security interest in (a) the License Agreement, including, without limitation, the licenses granted thereunder; (b) all rights to payment thereunder relating to any refund, indemnification, and/or abatement to which Customer is or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and (c) all proceeds of the foregoing to secure all obligations to KGF and its affiliates arising in connection with this Agreement or otherwise. Customer authorizes KGF to file financing statements.

LICENSOR BANKRUPTCY: In the event of a Licensor bankruptcy, Customer agrees to take no action toward the termination of this Agreement and shall continue to make payments to KGF in accordance with the terms of the License Agreement and this Agreement. To the extent that the License Agreement grants Customer an interest in the source code, Customer shall take all legal action necessary under the United States Bankruptcy Code or otherwise in order to obtain the source code and shall take other actions as necessary to protect its rights to use the Licensed Software. In the event Customer fails to take such action, Customer hereby appoints KGF as its attorney-in-fact, coupled with an interest, to take all actions as are necessary to secure Customer's right to use the Licensed Software, all at Customer's sole cost and expense.

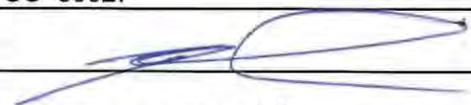
NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to KGF or Customer at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

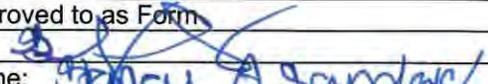
CONTINUING DISCLOSURE: KGF acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Customer shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding KGF or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that KGF is not responsible in connection with any EMMA Notice relating to this Agreement for Customer' compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

AMENDMENTS AND WAIVERS: This Agreement and the Schedule executed by KGF and Customer constitute the entire agreement between KGF and Customer with respect to the Licensed Software and Services and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon KGF and Customer and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

IN WITNESS WHEREOF, KGF and Customer have caused this IPA to be executed in their names by their duly authorized representatives as of the date first above written.

Accepted by KGF:	
Key Government Finance, Inc. ("KGF") 1000 South McCaslin Blvd. Superior, CO 80027	
By:	
Name:	Peter Brook
Title:	Designated Signer

Approved to as Form	
By:	
Name:	Nancy A. Sandlav
Title:	Executive Director

Agreed to by Customer:	
Fresno Unified School District ("Customer") 2309 Tulare St Fresno, CA 93721	
By:	
Name:	
Title:	
The above named representative of Customer held at the time of authorization of this IPA by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this IPA, and the signature set forth above is his or her true signature.	
Attest By:	
Name:	
Title:	

Schedule to Installment Payment Agreement

This **Schedule** is entered into pursuant to the Taxable Installment Payment Agreement dated as of December 30, 2023 between KGF and Customer.

1. Interpretation. The terms and conditions of the Taxable Installment Payment Agreement (the "Agreement") are incorporated herein.
2. Licensor. Cisco Systems, Inc.
3. Software License Agreement. The Software License Agreement subject to this Schedule is as set forth in that certain Development Group, Inc. Proposal No. 30508, dated 7/19/2023.
4. Licensed Software. The Licensed Software subject to this Schedule is as set forth in that certain Development Group, Inc. Proposal No. 30508, dated 7/19/2023.
5. Services Description. The Services subject to this Schedule are as set forth in that certain Development Group, Inc. Proposal No. 30508, dated 7/19/2023.
6. Software license fees and related service fees.

License and/or Service Fees:	\$197,402.17
Sales/use tax financed (if any):	\$ 0.00
Total Amount financed:	\$197,402.17

7. Term and Payments. Term and Installment Payments are per the table below. Customer, so long as no Event of Default has occurred and is continuing, shall have the option to prepay the Installment Payments due under this Schedule by paying the Principal portion shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
8. Expiration. KGF, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by KGF at its place of business by **October 27, 2023**.
9. Opinion of Counsel. Customer has provided the opinion of its legal counsel substantially in the form as attached as Exhibit A, hereto.
10. Commencement Date. December 30, 2023
11. Payment of Proceeds. The undersigned, an authorized representative of Customer hereby requests and authorizes KGF to disburse the net proceeds of the Agreement as follows:

PAYEE NAME	AMOUNT	PAY BY
Development Group, Inc.	\$197,402.17	<input type="checkbox"/> Check <input checked="" type="checkbox"/> Wire (please separately include vendor's wire instructions)

Please Note:

If you are directing us to make a payment to a third party (i.e. not paying your own bank account) then we strongly recommend that you phone the third party payee on a verifiable phone number and confirm that the payment instructions that you received are valid. Fraudulent emails with fake payment instructions, fake phone numbers and contact names, are common and you should not rely on any information received via email without subsequently validating that information.

12. Customer's Invoice Instructions:

CUSTOMER'S BILL TO ADDRESS: _____

CUSTOMER'S BILLING CONTACT:

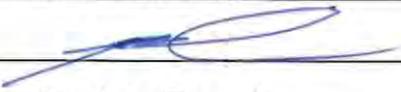
First and Last Name: _____
 Title: _____ Phone Number: _____

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ___ NO ___ Purchase Order Number: _____

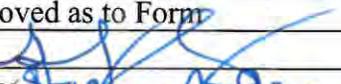
Payment Due Date	Installment Payment	Outstanding Balance
2/1/2024	\$65,800.73	\$131,601.44
7/15/2024	\$65,800.72	\$65,800.72
7/15/2025	\$65,800.72	\$0.00

IN WITNESS WHEREOF, KGF and Customer have caused this Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Schedule shall not be binding upon KGF until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to KGF in its sole discretion, all required documentation and credit enhancements from Customer including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Key Government Finance, Inc.
By: 
Name: Peter Brook
Title: Designated Signer

Fresno Unified School District
By:
Name:
Title:

The above named representative of Customer held at the time of authorization of this Schedule by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this Schedule, and the signature set forth above is his or her true signature.

Approved as to Form
By: 
Name: Stanley A. Sanalava
Title: Executive Director

Attest By:
Name:
Title:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW

10 RIVER PARK PLACE EAST, SUITE 240
FRESNO, CALIFORNIA 93720-1534
(559) 225-6700

FAX (559) 225-3416
WWW.AALRR.COM

CERRITOS
(562) 653-3200

IRVINE
(949) 453-4260

MARIN
(628) 234-6200

PASADENA
(626) 583-8600

BMartin@aalrr.com
(559) 221-2881

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER

November 6, 2023

Key Government Finance, Inc.
Attn: Peter Brook
1000 S. McCaslin Blvd.
Superior, CO 80027

Fresno Unified School District
Attn: Stacey A. Sandoval
2309 Tulare Street
Fresno, California 93721

Re: **Installment Payment Agreement between Key Government Finance, Inc. and Fresno Unified School District**

Dear Ladies and Gentlemen:

We have acted as special counsel to Fresno Unified School District (“Customer”), in connection with Proposal No. 30508 and the Installment Payment Agreement, and Schedule dated as of December 30, 2023, between Fresno Unified School District (“Customer”) and Key Government Finance, Inc. (“KGF”), and any amendment or addendum thereto, if any (the “Installment Payment Agreement”), and the License Agreement, as such term is defined in the Installment Payment Agreement, between Licensor and Customer (together, the Installment Payment Agreement and License Agreement being referred to herein as, the “Agreement”). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Customer has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Customer and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated

Key Government Finance, Inc.

November 6, 2023

Page 2

thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

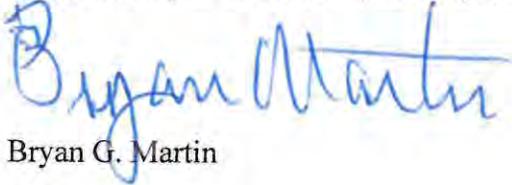
4. The Agreement has been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

We express no opinion as to matters governed by laws other than the laws of the State and the federal laws of the United States of America, and express no opinion as to the effect or enforceability of the provisions of the Agreement to the extent that: (1) such provisions require District to waive trial by jury; or (2) such provisions require District to indemnify Key Government Finance, Inc., and/or Vendor.

No attorney-client relation has existed or exists between our firm and Key Government Finance, Inc., or Vendor in connection with the authorization or delivery of the Agreement or by virtue of this letter. This letter is delivered to the addressee hereof, solely for its benefit in connection with the execution and delivery of the Agreement. The foregoing opinions may be relied upon by Key Government Finance, Inc., its successors and assigns.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Bryan G. Martin

BGM:sah

EMAIL INVOICE ACKNOWLEDGEMENT

Key Government Finance, Inc. sends payment invoices, as a courtesy and for your information, to its clients via email in order to provide a faster and more efficient service.

Please provide the information requested below in order for us to ensure that these invoices are sent to the appropriate email address.

Email Address _____

Retype email address _____

We recommend that you provide a team email address that is monitored by more than one person in order to reduce the risk that the recipient is unavailable. Request to change this email address should be email to customerservice@leasingcentral.com.

We also recommend that you add the noreply@leasingcentral.com email address to your email address book so that these emails are not flagged as Spam.

Acknowledgement

The email address provided above is confirmed to be correct, secure, and should be utilized for all current, proposed and future transaction payment invoices between Key Government Finance, Inc. and Fresno Unified School District

Fresno Unified School District acknowledges that it will no longer receive paper invoices and that it remains obligated to make all payments as they come due, regardless of whether an invoice has been received or not.

Fresno Unified School District

By: _____

Name: _____

Title: _____

Approved as to Form
By: <i>[Signature]</i>
Name: <i>Shelley A Sandberg</i>
Title: <i>Executive Director</i>

INVOICE



Key Government Finance, Inc.
 1000 S. McCaslin Blvd.
 Superior CO 80027

Bill to: Fresno Unified School District 2900 Tulare St Fresno, CA 93721	Invoice No.	2003728201-01
	Invoice Date:	October 19, 2023
	Lease No.	2003728201
	Purchase Order No.	
	Reference:	Cisco EA 2.0 Custom Software

Qty	Item	Description	Total
1	Installment Payment	Payment due February 1, 2024.	\$65,800.73
		Tax	
		Balance Due	\$65,800.73

Please remit funds to:
 Key Government Finance, Inc.
 Attn: Peter Brook
 1000 S. McCaslin Blvd.
 Superior, CO 80027
 Contact Phone: 720-304-1295

REMITTANCE INFORMATION	
Date:	
Amount Due:	
Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc
 - 2) Return a copy of this invoice with your payment.
 - 3) Keep a copy of this invoice for your records.
 - 4) Direct all inquiries to the contact listed above.

Comments:

Company:
FRESNO UNIFIED SCHOOL DISTRICT



Proposal #30508

Requested By:
Philip Neufeld
 Executive Director, Information Technology

Description:
Cisco EA Sub1488758 modification - Talos Incident Response

Bill To: FRESNO UNIFIED SCHOOL DISTRICT 4600 N Brawley Ave Maintenance Department Fresno, CA 93722-3921	Ship To: FRESNO UNIFIED SCHOOL DISTRICT 4498 N Brawley Ave Attn District Warehouse - Tech Services Jack Pambu Fresno, CA 93722-3917	Sold To: FRESNO UNIFIED SCHOOL DISTRICT 2309 Tulare St Fresno, CA 93721-2266
Created: 11/9/2023 Expires: 1/1/2024 Version: 1	Account Manager: nslocum Systems Engineer: romalley	Terms & Conditions: This proposal is offered according to the terms and conditions of one or more CMAS schedules

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
Cisco EA - Modify Sub1488758 - 34 Months and from 01-Sep-2023 to 30-Jun-2026					
2	300	E2SF-C-CTIR Cisco EA 2.0 Choice - Cisco Talos Incident Response (units are hours)	658.00	197,400.00	
<p>Need more time to get important stuff done? Ask us about</p>			Subtotal	\$197,400.00	
			Handling	\$2.00	
			Estimated Sales Tax (8.35%)	\$0.17	
			Professional Services	\$0.00	
			Shipping	\$0.00	
			Total	\$197,402.17	

Company:
FRESNO UNIFIED SCHOOL DISTRICT

Requested By:
Philip Neufeld
Executive Director, Information Technology

Description:
**Cisco EA Sub1488758 modification - Talos
Incident Response**



Proposal #30508

Proposal Notes

CMAS Contract No.: 3-17-70-2686N

CMAS Contract Term: through April 4, 2026

Base GSA Schedule No.: GS-35F-0349S

California Multiple Award Schedule (CMAS) Contract Number(s)

Company:
FRESNO UNIFIED SCHOOL DISTRICT

Requested By:
Philip Neufeld
Executive Director, Information Technology

Description:
**Cisco EA Sub1488758 modification - Talos
Incident Response**



Proposal #30508

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Consistent with the terms and conditions of the California Multiple Award Schedules (CMAS) General Provisions for Information Technology, you are required to provide written notice of rejection of products delivered or services performed within a reasonable time after receipt of such products or the performance of such services. Such notice of rejection is required to state the respect in which the products do not substantially conform to your specifications. If you do not provide such notice of rejection within FIFTEEN (15) days of delivery for purchases of Commercial Hardware or Commercial Software or THIRTY (30) days of delivery for all other purchases, such products and services will be deemed to have been accepted. Your acceptance will be final and irreversible, except as it relates to latent defects, fraud, or gross mistakes amounting to fraud.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr.
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)

Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC



TALOS
INCIDENT
RESPONSE

Cisco Talos Incident Response Retainer Service

Strengthen Your Security Posture
with Readiness and Rapid Response

Services Proposal for Fresno Unified School District

3/2023

Danielle Sermer
dsermer@cisco.com
408-710-7197



Disclaimer

The information contained in this proposal is proprietary and confidential to Cisco Systems, Inc. (hereafter "Cisco") and is furnished in confidence with the understanding that it will not, without the express written permission of Cisco, be used or disclosed for other than proposal evaluation purposes.

For U.S. Federal customers only: In accordance with FAR 52.212-1(e), this proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, you shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit your right to use information contained in this data if it is obtained from another source without restriction. Cisco is a commercial item contractor and may only be identified as such. Cisco represents that we qualify as a commercial item contractor in accordance with Federal Acquisition Regulation ("FAR") Part 12. Any resulting purchase orders will only incorporate prime contract flow-downs considered mandatory for commercial contractors pursuant to FAR 52.244-6 "Subcontracts for Commercial Items and Commercial Components."

This is not an offer to contract with Cisco. Please note that Cisco is making this proposal with the understanding that if you desire to purchase the Cisco products and services described in Cisco's main response to the proposal, you will select an authorized Cisco reseller as the prime contractor. In that event, your contract with your selected reseller will govern the terms and conditions of your purchase, including all pricing. Cisco cannot, in any fashion, dictate or control resale pricing. For further information about Cisco's authorized resellers, please see: www.cisco.com/en/US/partners/index.html. Any reference to "partner" in this proposal is not intended to imply any equity relationship, investment, or creation of a partnership interest for legal purposes.

If you ultimately decide to purchase the products and/or services described in this proposal directly with Cisco, then all terms and conditions (inclusive of all business terms and conditions) will be pursuant only to a final and definitive written agreement between the customer and Cisco. A final written agreement will embody the exclusive statement of the agreement between the customer and Cisco as it relates to the sale of products and services by Cisco occurring on or after the effective date of the agreement and will take the form of (a) Cisco's standard Terms of Sale (a copy of which is available at: www.cisco.com/legal), (b) an existing and applicable written agreement in effect between the customer and Cisco, (including any amendments), if applicable, or (c) a mutually negotiated final written agreement (individually and collectively the "Final Agreement"). For purposes of clarity, for a direct relationship with Cisco, the Final Agreement will replace all other terms and conditions, and Cisco hereby takes exception to all other terms and conditions. If at the time of the award no such agreement has been executed, and customer decides to purchase products and services from Cisco, then all such purchases will be subject to Cisco's then-current Terms of Sale.

Cisco may have provided certain direct pricing information in this proposal; however, all such pricing is provided by Cisco for your convenience and budgetary purposes only and does not constitute a bid or an offer from Cisco. Further, Cisco makes no representations, warranties, or covenants in this proposal (including without limitation as to any products, services, service levels, third-party products or services, or interoperability).

Any information provided in this proposal regarding future functionalities is for informational purposes only and is subject to change including ceasing any further development of such functionality. Many of these future functionalities remain in varying stages of development and will be offered on a when-and-if available basis, and Cisco makes no commitment as to the final delivery of any of such future functionalities. Cisco will have no liability to customer for Cisco's failure to delivery any or all future functionalities and any such failure would not in any way imply the right to return any previously purchased Cisco products.

Financial information about Cisco, including annual and quarterly reports, can be found at the Cisco Investor Relations homepage, which provides a link to the company's most recent filings with the Securities and Exchange Commission (SEC): <http://investor.cisco.com>. As Cisco is a public company and is required to disclose its financial status on a quarterly and annual basis, the reports filed with the SEC are available in lieu of any requested credit and/or bank references. This proposal is valid for a period of ninety (90) days from the date of this proposal's submission.



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV
Amsterdam
The Netherlands

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Executive Summary

What You Need: Strengthen Your Incident Readiness, Resiliency, and Response

Whether you are a large multinational organization, or just starting out, you're affected by the same shortage of cybersecurity professionals that continues to grow. Hiring and maintaining a security team, including managing and understanding the threat intelligence landscape, is an expensive proposition and can take years to come to fruition. Keeping your organization's policies and procedures, as well as your personnel, up to date and trained on the latest threat actors and defense tactics can also be daunting.

Organizations now have more choices than ever though; Cybersecurity insurance is becoming more prevalent, and breach coaches and legal partnerships are changing how organizations respond to breaches.

To strengthen your resiliency and response, you need a solid plan and proactive services for incident response, as well as the right team to call upon when a breach occurs. You need to prioritize where you spend your team's time, know what you don't know, and what your security platforms aren't telling you. A comprehensive, flexible incident response retainer can improve your security capabilities and reduce damage and exposure. You want the right team with deep expertise, extensive experience, and access to the most current security technology and intelligence.

We can help.



Talos Resources

Cisco Talos is one of the largest and most trusted providers of cutting-edge security research globally. We provide the data Cisco Security products and services use to take action. The key differentiator of Talos is our process — seeing what is happening broadly across the threat landscape, acting on that data rapidly and meaningfully, and driving protection. Integral to that process is that Talos has more visibility than any other security vendor in the world and unique capabilities and scale in intelligence. Learn more about Talos at:

- Website: [Talosintelligence.com](https://talosintelligence.com)
- Talos Blog
blog.talosintelligence.com
- Beers with Talos Podcast
talosintelligence.com/podcasts

Security Incident Response Service

Services Proposal for Fresno Unified School District



Cisco Talos Incident Response

Cisco Talos Incident Response (CTIR) provides a new approach, capitalizing on our unmatched visibility, unique and actionable threat intelligence, and collective, global response capability, together in a full-spectrum offer. Using the latest intelligence and best practices, it introduces a process that engages all layers of defense and provides a comprehensive range of capabilities.

We fully integrate the threat intelligence output of the largest combined set of telemetry, honeypots, and partner intel data available anywhere into all our IR services. This enhances our proactive approach, giving Fresno Unified School District the training and awareness of the latest threat actors and up-to-date and actionable notifications on emerging threats. We also provide named, dedicated, incident response consultants to our customers so you can build a level of trust with us that allows us to respond more quickly as we understand your environment better.

When an incident happens, including a data breach, exfiltration, malware, or ransomware, you can trust CTIR. We respond remotely within four (4) hours, and if needed, can dispatch to your site within 24 hours. Our elite team arrives at your site with a full Cisco portfolio of security technology available if needed, to include Secure Endpoint, Umbrella™, Secure Network Analytics, and Duo. We contain the threat, analyze intelligence, and help you recover more quickly.

Let our experts work with you to evaluate existing plans, develop a new plan, and provide rapid assistance when you need it most.





Service Components

We don't wait for an emergency, and neither should you. Our engagement with Fresno Unified School District begins during the initial kick-off call with your dedicated IR consultant, where we outline your strategic priorities, and match you with the right proactive service to start to improve your response capabilities. We also set you up with the following communication tools:

- **IR On Demand:** Utilizing Cisco's collaboration technologies, we set-up a WebEx Teams channel with your identified resources and Talos; to include your dedicated consultants, project manager, and intelligence researchers. This channel gives you immediate, secure, and encrypted access to your support team for any questions or concerns.
- **CTIR Consultant & Leadership Contacts:** In case of an emergency, you have access to your dedicated consultants and our chain of command so you always have someone to call who can help you get the answers you need.
- **Monthly Newsletters:** Digital newsletters with your latest contract information, along with the latest threat intelligence and news relevant to your organization or industry.
- **Emergency Bulletins:** In the event our researchers are tracking or have identified a new threat that is relevant to your organization, we will reach out proactively with the information we have and recommendations for keeping your organization safe.

Emergency Incident Response

This service offers several different ways to help your organization, to include, but not limited to scoping, incident command, environment hardening, tool deployment, digital forensics and analysis, intelligence gathering, containment options, and strategic and tactical recommendations. We can also work with your cyber insurance carrier and/or internal and external counsel or breach coach if required.

Proactive Services

Our experts can also provide proactive services within your Incident Response Retainer. You can utilize your hours towards any of the following:

Incident Readiness Assessment

We evaluate several data points to identify what you may be missing to respond effectively to a security threat or incident. This includes any previous incidents, current roles and responsibilities, organizational design, patching operations, logging capabilities, and more, all of which helps us gain a deep understanding of your environment and needs.



Incident Response Plans and Playbooks

Our experts can build out custom IR plans and/or playbooks based on their significant experience and the threats faced by your organization. These can offer a consistent process for responding to a cyber incident with best practices from your world-class responders, and step-by-step instructions for gathering data and analyzing the most common incident types.

Tabletop Exercises

This service component provides a method for testing and enhancing your team's incident response preparedness through a simulated event. Acting as an impartial third party, we provide the capability to design, lead, and facilitate exercises to evaluate the effectiveness of the incident response plan so your team can respond correctly to an incident. You can choose from several custom approaches at varying levels of your organization, to include a standard verbal exercise, simulated technical environment, or even an engaging gamified option.

Threat Hunting

Generally following a hypothesis, our experienced team will tailor the service around your goals and organization to hunt down the unknowns and discover adversaries that may be existing within your environment. Approaches will vary but may include things; such as examining critical infrastructure or web services, looking for signs of lateral movement, or attackers maintaining persistence on devices.

Compromise Assessment

Our experts conduct a high-level review of your organization. Based on data, logs, and existing telemetry, we help determine indicators of compromise or threat actors present in your environment. This is a broad analysis, versus the targeted approach of a threat hunt.

Cyber Range Training

A three-day Cyber Range training class for up to ten (10) students per class that provides specific training on the technical aspects of incident response, helping your security staff build skills and experience to combat modern cyberthreats. Our responders will walk you through attacks we see in the field, and what tools and techniques we use to investigate them, ultimately culminating in a third day capstone course. Upon completion, students will be awarded a CPE certificate for 24 hours.

Intel On Demand

Remote consultations with any member of our Talos organization that can cover a variety of relevant topics to your organization. This could be threat intelligence guidance, country-specific questions, executive-level briefings, or up-and-coming security topics specific to your organization or industry.



Network Penetration Testing

Network Penetration Testing provides a practical security evaluation of a specific network by trying to gain access to valuable systems and data in an attempt to identify exploitable vulnerabilities. This helps uncover vulnerabilities often missed by vulnerability scanning. Internal testing looks at attacks from within, while external testing looks at Internet-based attacks. These tests contribute to improvements in organizational security posture by demonstrating the security weaknesses attackers are likely to exploit.

Red Team

The Red Team models the threat of real-world cybercriminals, but without the risks of a real-world attack. During a Red Team engagement, our security experts use cutting-edge hacking techniques and unique proprietary and public tools to extract sensitive organizational information and test your defenses.

Note: Fresno Unified School District' Blue Team may be generally informed about the testing, but specifics will be withheld until a debriefing at the end of the engagement.

Purple Team

Elite team of experts helps in the evaluation of attack prevention and detection. Depending on your needs, the team designs adversary simulations to test your team's incident detection and response capabilities or conducts a detection assessment.

Network Security Architecture Assessment

This assessment provides an evaluation that concentrates on the security of your network from both an operational and architectural perspective. To identify the business drivers, service capabilities, and specific areas of security-related concern, we consider your existing network technical requirements including technical specifications, high-level architecture designs, and technologies in use, as well as your network business requirements. In addition, we review your existing architecture to gain an understanding of your systems, controls, and requirements. Based on the findings, we make an assessment of the security measures currently in place compared with industry good practices, including analysis of security issues identified, estimated business impact if possible, and a prioritized list of recommendations to eliminate security weaknesses in your network's design.

Why Cisco Talos Incident Response?

In summary, we understand that a company is only as strong as its weakest link, which is why security is the number-one priority for organizations of every size in every industry. Our CTIR service provides emergency response and proactive defense services to help you with a clear path to a ready and resilient business, which includes:

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Security Incident Response Service

Services Proposal for Fresno Unified School District



- **Combined Expertise** of world-class incident responders and the world's largest threat intelligence team, as well as Cisco's full portfolio of security technology including Secure Endpoint, Umbrella™, Secure Network Analytics, and Duo
- **Certified and seasoned** security consultants who are experts in our industry-leading tools and best practices
- **Flexibility** in being vendor-agnostic and willing to work with your security investments, offering both standard and enhanced levels of service to best fit your needs
- **Confidence** with dedicated and named resources who will get to know you and understand your organization
- **Commitment** to knowledge transfer via specialized training to help your security staff combat modern cyberthreats

We take enormous pride in the industry's recognition of our leadership position in cyber security. IDC has positioned Cisco as a leader in the 2021 IDC Marketscape in Incident Response Services in the "IDC MarketScape: Worldwide Incident Readiness Services 2021 Vendor Assessment" (Doc# US46741420e, November 2021). <https://idcdocserv.com/US46741420e> Cisco. Cisco—the bridge to possible.

Danielle Sermer would be pleased to discuss Cisco's solution with you. Danielle can be reached at 408-710-7197 or dsermer@cisco.com.



Cisco Talos Incident Response Service—Technical Offer Details

Note: Technical Offer Details are not a contract. For specific information on contractual agreements, please refer to the governing Service Description or Statement of Work.

ACTIVITIES

- Provide one or more as part of the retainer:
 - Incident Readiness Assessment.
 - Incident Response Plans & Playbooks.
 - Tabletop Exercises.
 - Proactive Threat Hunting.
 - Compromise Assessment.
 - Emergency Incident Response.
 - Cyber Range Training.
 - Intel! On Demand.
 - Penetration Test.
 - Red Team.
 - Purple Team.
 - Network Security Architecture Assessment.
- Provide emergency access to Incident Response Services for duration of the subscription.
- Use reasonable efforts to:
 - Assign a resource within four hours remotely.
 - Begin deployment of personnel to your location within 24 hours.

DELIVERABLES

Can include:

- Incident Readiness Assessment Report
- Incident Response Plans and Playbook
- Tabletop Exercises Report
- Threat Hunting Report
- Compromise Assessment Report
- Cyber Range Training Certificates

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Security Incident Response Service

Services Proposal for Fresno Unified School District



- Penetration Test Report
- Red Team Report
- Purple Team Report
- Network Security Architecture Assessment Report
- Emergency Incident Response Report and Debrief
- Monthly Newsletters
- Emergency Bulletins

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Security Incident Response Service

Services Proposal for Fresno Unified School District



Pricing

All pricing provided herein is stated for budgetary purposes only. This proposal should not be treated as a firm offer ready for acceptance. Fresno Unified School District should be aware that the project scope, pricing, and assumptions provided herein may vary. If Fresno Unified School District decides to purchase the proposed services, Cisco will prepare and submit a formal price quote to your partner of choice.

The total budgetary indicative price (exclusive of any taxes, fees, duties, or other applicable amounts) for the offered services is as follows.

Pricing

Line Item	Pricing
Incident Readiness and Response Medium 12 Month Retainer (80 hours + 8 PM hours and 1 trip with 2 nights each)	\$ 57,499.20
Incident Readiness and Response Large 12 Month Retainer (120 hours + 12 PM hours and 2 trips with 2 nights each)	\$ 86,248.80
EA Incident Readiness and Response 240-hour Retainer (240 hours + 24 PM hours and 3 trips with 2 nights each)	\$ 158,196.50
EA Incident Readiness and Response 360-hour Retainer (300 hours + 36 PM hours and 6 trips with 2 nights each)	\$ 189,230.00
EA Incident Readiness and Response 360-hour Retainer (360 hours + 36 PM hours and 6 trips with 2 nights each)	\$ 235,481.40

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Security Incident Response Service

Services Proposal for Fresno Unified School District



Cisco Capital

Cisco Capital financial services is a wholly owned subsidiary of Cisco. We strive to provide value to clients through industry-leading vendor financing that helps enable desired business outcomes. Cisco Capital bridges the gap between managing the demands of evolving market dynamics and today's financial requirements--making it easier to get the right technology and services to enable your business transformation. We want to help you reduce TCO, manage cash flow, and conserve capital.

In a challenging economy, maximizing cost efficiency and conserving budgets are more important than ever. Cisco Capital financial services offers the ability to acquire the services your business needs to grow, while allowing ample flexibility to adapt to changing market conditions.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-26, Wolters Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on October 09, 2023, and October 16, 2023. Notifications were sent to 119 firms plus five construction trade publications, and the district received two responses. Bids were opened on November 08, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) \$1,664,000.

The total contract amount includes a \$35,000 allowance for painting and patching that may or may not be used. The district purchased a chiller utilizing a Board approved piggyback contract totaling \$89,988 to mitigate long lead times. The total cost of the project is \$1,753,988.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,664,000 are available in the Elementary and Secondary School Emergency Relief III Federal Funds.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-26, WOLTERS ELEMENTARY SCHOOL HEATING, VENTILATION, AIR CONDITIONING AND ENERGY MANAGEMENT SYSTEM REPLACEMENT

Bid Opening Date: November 8, 2023 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID	ALLOWANCE	TOTAL BID AMOUNT	AWARD AMOUNT
Strategic Mechanical, Inc.	Fresno	\$1,629,000	\$35,000	\$1,664,000	\$1,664,000
Modern Air Mechanical	Merced	\$1,667,575	\$35,000	\$1,702,575	

Low bid determined by combined total of the Base Bid.

Staff recommends award of \$1,664,000 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder for the Base Bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement. This project will improve classroom ventilation and air conditioning by replacing unit ventilators, heat pumps, energy management systems, and central plant equipment. The Elementary Secondary School Emergency Relief III (ESSER III) funded project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on October 25, 2023, and October 30, 2023. Notifications were sent to 120 firms plus five construction trade publications, and the district received four responses. Bids were opened on November 21, 2023. Staff recommends award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical, Co. (Fresno, California) \$1,299,000.

The total contract amount includes a \$35,000 allowance for painting and patching that may or may not be used. The district purchased a chiller utilizing a Board approved piggyback contract totaling \$74,818 to mitigate long lead times. The total cost of the project is \$1,373,818.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,299,000 are available in Elementary and Secondary School Emergency Relief III Federal Funds.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-28, LOWELL ELEMENTARY SCHOOL HEATING, VENTILATION, AIR CONDITIONING AND ENERGY MANAGEMENT SYSTEM REPLACEMENT

Bid Opening Date: November 21, 2023 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID	ALLOWANCE	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
New England Sheet Metal and Mechanical, Co.	Fresno	\$1,264,000	\$35,000	\$1,299,000	\$1,299,000
Strategic Mechanical, Inc.	Fresno	\$1,270,000	\$35,000	\$1,305,000	
Modern Air Mechanical	Merced	\$1,329,335	\$35,000	\$1,364,335	
J. Boone Mechanical, Inc.	Clovis	\$1,470,000	\$35,000	\$1,505,000	

Low bid determined by the Base Bid.

Staff recommends award of \$1,299,000 to New England Sheet Metal and Mechanical, Co., the lowest responsive, responsible bidder for the Base Bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-17

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a list of nine 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 replacement bus parts, Nutrition Services disposable products, maintenance equipment and warehouse equipment and supplies.

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 that 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
DECEMBER 13, 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.	Apple Products Austin, TX	Downey Unified School District Contract: 23/24-11 Apple Computer Products	Downey Unified School District, CA	\$250,000	Allows the District to purchase Apple products such as iPads	Price list, per Apple website.
2.	A-Z Bus Sales	Los Angeles Unified School District Contract: 4400011118 OEM Replacement Parts for Various Bus Models	LAUSD	\$200,000	Allows the District to purchase replacement parts for our Bus fleet through a competitively bid contract	Price discount of 20% off pricing for Blue Bird bus parts and \$250 Service Department Hourly Rate.
3..	Blue Bird Bus	Sourcewell Contract: 063020-BBB School Buses with Related Accessories, Supplies, Parts, and Services	Sourcewell	\$1,000,000	Allows the District to purchase Blue Bird buses through a competitively bid cooperative contract	Discount ranges from 10-15% off of base bid configurations and discount ranges from 0%-40% for Blue Bird options.
4..	Garland/DBS Cleveland, OH	Omnia Partners Contract: PW1925 Roofing Supplies and Services, Waterproofing, and Related Products and Services	Racine County, WI	\$300,000	Purchase of roofing materials and supplies	Discount per OMNIA Contract on pricelist.
5.	Global Industrial Port Washington, NY	Omnia Partners Contract: R211402 Warehousing, Materials Handling, and Production Support	Region 4 ESC - TX	\$300,000	Purchase of warehouse equipment, material handling supplies, storage products	10% discount of price list.

PIGGYBACK BACKUP SUPPLEMENTAL LIST
DECEMBER 13, 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)
6.	Musco Sports Lighting, LLC Oskaloosa, IA	Sourcewell Contract: 041123-MSL Sports Lighting	State of Minnesota	\$300,000	Purchase of sports lighting	5% off list price for materials, equipment, and supplies.
7.	Turf Tank Omaha, NE	Buyboard Contract: 706-23 Grounds Maintenance Equipment, Parts, and Supplies	The National Purchasing Cooperative	\$500,000	Allows for purchase of seven GPS robot filed spray painters for sports fields	5% off catalog price list for ground maintenance equipment and 10% off repair parts.
8.	Veritiv Operating Company, PA	The Keystone Purchasing Network (KPN) Contract: 202301-02 Cafeteria Smallwares and Supplies	Central Susquehanna Intermediate Unit, PA	\$750,000	Allows Nutrition Services to purchase disposable products used in providing student meals	Price list available; Items support student meal services.
9.	Xello	Ed Tech JPA Contract: 19/20-06 College and Career Planning Platform	Ed Tech JPA	\$150,000	Allows for purchase of license and maintenance for the Xello College and Career Planning Platform	Prices offered on an Annual per student price. Price list available.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for ten Board Policies (BP) and one Exhibit (E) as follows:

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0460 Local Control and Accountability Plan
- BP 1312.3 Uniform Complaint Procedures
- BP 3230 Federal Grant Funds
- BP 3250 Accounts Receivable Write Off Policy
- BP 3320 Claims and Actions Against the District
- BP 3530 Insurance Management
- BP 4113.5 Telework (NEW)
- BP 4156.3, 4256.3, 4356.3 Employee Property Reimbursement
- BP 6020 Parent Involvement
- E 9270 Conflict of Interest

These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red strikeout – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel’s recommendation

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services Office

PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O’Connor,
Chief of Staff

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



Fresno Unified Board Policy (BP) 0410 Nondiscrimination In District Programs And Activities

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

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, reproductive health decision-making, childbirth, breast feeding/lactation status, medical condition, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, 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)

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

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 **Board Policy (BP)/Administrative Regulation (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 Street, Bldg. C
Fresno, CA 93726
(559) 457-3220
504@fresnounified.org

Instructional Superintendent
Special Education Office Fresno
Unified School District 890 S 10
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.

(Education Code 48985; 20 USC 6312)

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

Accomodations@fresnounified.org

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

51204.5 Social studies instruction; contributions of specified groups

51501 Nondiscriminatory subject matter

60010 Instructional materials; definition

60040-60052 Requirements for instructional materials

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 Meetings; Americans with Disabilities Act accessibility

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>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 12, 1992 Fresno, California

revised: November 13, 1997

revised: August 22, 2012

revised: June 19, 2013

revised: May 14, 2014

revised: May 31, 2017

revised: February 21, 2018

revised: June 13, 2018

revised: December 18, 2019
revised: April 6, 2022
revised: November 1, 2023
revised: Winter __, 2023

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans

Fresno Unified Board Policy (BP) 0460 Local Control and Accountability Plan

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, **or as otherwise defined by the Superintendent of Public Instruction (SPI)**. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the **single-school** plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated students as defined above **and parents/guardians of students with disabilities.** (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

When **ever** district enrollment includes at least 15 percent English learners and at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners **to review and comment on the LCAP.** (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. **(Education Code 52062)**

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, **the district budget, and the budget overview for parents/guardians**, the Board shall file the LCAP, **the budget, and the budget overview** with the County Superintendent of Schools. (Education Code **42127, 52064.1**, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical

assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

(cf. 0500 - Accountability) Technical

Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities, and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: Revision of the district's LCAP

1. Revision of the district's budget in accordance with changes in the LCAP
2. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

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

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

47604.33 Submission of reports by charter schools

47606.5 Charter schools; local control and accountability plan

48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52059.5 Statewide system of support
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
60811.2 Assessment of language development
64001 Single plan for student achievement
99300-99301 Early Assessment Program
CALIFORNIA CODE OF REGULATIONS
15494-15497 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
GOVERNMENT CODE:
20 USC 6311 State Plan
20 USC 6312 Local educational agency plan
6826 Title III funds, local plans
34 CFR 300.600.647 Education of student with disabilities; monitoring, enforcement, confidentiality, and program information
34 CFR 300.600 State monitoring and enforcement

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 10, 2014 Fresno, California
revised: May 30, 2018
Revised: Winter ____2023

Policy Section: 0000 Philosophy, Goals, Objectives, and Comprehensive Plans

Fresno Unified Board Policy (BP) 1312.3 Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and seek to resolve the following complaints regarding the following programs and activities:

Any complaint alleging district failure to comply with applicable state or federal laws and regulations governing any program subject to the UCP which is offered by the district, including but not limited to allegations of discrimination, discriminatory harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities, such as adult education programs, accommodations for pregnant and parenting pupils, After School Education and Safety programs, migrant education, agricultural career technical education, state and federal career technical and technical education and technical training programs, child care and development programs; compensatory education; the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, California State Preschool Programs, consolidated categorical aid programs, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000. (Education Code 8207-8225, 33315, 52059.5, 52300-52462 52460-52462, 54400-54445.1, 8200-8488, 8482-8484.65, 8500-8538, 52334.7, 52500-52617)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6171 - Title I Programs)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

1. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities against any protected group as identified under sections 200 and 220 and Section 11135 of the Government Code, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy status, parental status, physical or mental disability, medical condition sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or including any actual or perceived characteristic as set forth in Education Code 200 or 220, Government Code 11135, or Section 422.55 of the, Penal Code 422.55, or based on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance. (5 CCR 4610)

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.31 - Gender and Identity Inclusion)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5146 - Married/Pregnant/Parenting Students)

2. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodations to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

3. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610; Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

5. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan (LCAP), including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

6. Any complaint alleging noncompliance with requirements related to the development of a school plans for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000- 65001)

(cf. 0420 - School Plans/Site Councils)

7. Educational and graduation requirements for pupils in foster care, pupils who are experiencing homelessness, pupils from military families, and pupils formerly in Juvenile Court school now enrolled in a school district, and pupils participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

8. Any complaint by or on behalf of a student who transfers into the district after the second year of high

school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173.3 - Education for Juvenile Court School Students)

9. Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

10. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to course periods without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

11. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

12. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with State Preschool Health and Safety issues in districts exempt from licensing standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235-8239.1; Health and Safety Code 1596.7925)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

14. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual's right to privacy. The district shall ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge and is available on the district's website.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency for appropriate resolution: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44- 106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment,

including the right to file the complaint with the California **Civil Rights** Department **of Fair Employment and Housing**.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200- 3205)
6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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 Educational equity; prohibition of discrimination on the basis of sex

18100-18203 School libraries

32221.5 Insurance for athletic team members 32280-

32289 School safety plan

35186 Williams uniform complaint procedure

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English 49010-

49014 Student Fees

49060-49079 Student records 49069.5

Records of foster youth

49490-49590 Child Nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; former juvenile court school students, and military-connected students; migrant students, and newly arrived

immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content 52059.5

Statewide system of support

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements 52300-52462

Career-technical education

52500-52616.24 Adult schools

54400-54425 Compensatory education programs 54440-

54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000-64100 Consolidated application process; school plan for student achievement

65000-65001 School site councils

8200-8538 Child care and development programs

8500-8538 Adult basic education
 GOVERNMENT CODE
 11135 Non-discrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
 HEALTH AND SAFETY CODE
 1596.792 California Child Day Care Act; general provisions and definitions
 1596.7925 California Child Day Care Act; health and safety regulations
 HEALTH AND SAFETY
 1596.792 California Child Day Care Act; general provisions and definitions
 1596.7925 California Child Day Care Act; health and safety regulations
 PENAL CODE
 422.55 Hate crime; definition
 422.6 Civil rights; crime
 CODE OF REGULATIONS, TITLE 2
 11023 Harassment and discrimination prevention and correction
 CODE OF REGULATIONS, TITLE 5
 3200-3205 Special education compliance complaints
 4600-4670 Uniform complaint procedures
 4680-4687 Williams uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act (FERPA) of 1974
 1681-1688 Title IX of the Education Amendments of 1972; **discrimination based on sex**
 6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
 6801-7014 Title III language instruction for limited English proficient and immigrant students
 UNITED STATES CODE, TITLE 29
 794 Section 504 of Rehabilitation Act of 1973 UNITED STATES CODE, TITLE 42
 2000d-2000e-17 Title VI **and Title VII** Civil Rights Act of 1964 **-as amended**
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
 6101-6107 Age Discrimination Act of 1975
 11431-11435 McKinney-Vento Homeless Assistance Act
 12101-12213 **Americans Title II equal opportunity for individuals with Disabilities Act**
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.107 Nondiscrimination on basis of disability; complaints
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy
 100.3 Prohibition of discrimination on basis of race, color or national origin
 104.7 Designation of responsible employee for Section 504
 106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.30 Discrimination on the basis of sex in education programs and activities; definitions
106.44 Recipient's response to sexual harassment
106.45 Grievance proves for formal complaints of sexual harassment
 106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on the basis of sex
 110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
 Dear Colleague Letter, September 22, 2017
 Dear Colleague Letter: Title IX Coordinators, April 2015
 Dear Colleague Letter: Bullying of Students with Disabilities, August 2014
 Dear Colleague Letter: Harassment and Bullying, October 2010
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
 U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
 WEB SITES
 California Department of Education: <http://www.cde.ca.gov>
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 10, 1992 Fresno, California
 revised: November 14, 2001
 revised: March 30, 2005
 revised: February 27, 2008
 revised: August 22, 2012
 revised: February 27, 2013
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 revised: October 16, 2019

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revised: February 12, 2020
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revised: June 2, 2021
revised: March 16, 2022
revised: Winter __, 2023

Policy Section: 1000 Community Relations

Fresno Unified Board Policy (BP) 3230 Federal Grant Funds

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 42 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted **no later than 120 calendar** **within 90** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

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Legal Reference:
EDUCATION CODE
42122-42129 Budget requirements
64001 School plan for student achievement; consolidated application programs
CODE OF FEDERAL REGULATIONS, TITLE 2
180.220 Amount of contract subject to suspension and debarment rules
200.0-200.521 Federal uniform grant guidance, **especially:**
200.1-200.99 Definitions
200.100-200.113 General provisions
200.317-200.326 Procurement standards
200.327-200.329 Monitoring and reporting
200.333-200.337 Record retention
200.400-200.475 Cost principles
200.500-200.521 Audit requirements
CODE OF FEDERAL REGULATIONS, TITLE 34
76.730-76.731 Records related to federal grant programs
CODE OF FEDERAL REGULATIONS, TITLE 48
2.101 Federal acquisition regulation; definitions

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: May 30, 2018 Fresno, California
Revised: Winter _____ 2023

Policy Section: 3000 Business and Noninstructional Operations

Fresno Unified Board Policy (BP) ~~3250~~ 3400.3 **Accounts Receivable Write Off Policy**

Fresno Unified School District will aggressively pursue the collection of all debts owed to the district. The criteria for writing off any accounts receivable is the responsibility of the Chief Financial Officer or his/her designee.

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.

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 24, 1994 Fresno, California
Revised: Winter __, 2023 Fresno, California

Policy Section: 3000 Business and Noninstructional Operations

Fresno Unified Board Policy (BP) 3320

Claims And Actions Against the District

The **Governing Board** desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district ~~must~~ shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's ~~joint powers authority (JPA) agreement or other~~ insurance coverage. ~~Governing Board policy and administrative regulation. Compliance with district procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.~~

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with **Government Code 935.4**, ~~t~~he Board delegates to the Superintendent the authority ~~to take action on claims to allow, compromise, or settle claims~~ of ~~under~~ \$50,000 ~~or less pursuant to any conditions of coverage in the district's coverage.~~ ~~(Government Code 935.4)~~

Roster of Public Agencies

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051) ~~This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.~~

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
- 35200 Liability for debts and contracts
- 35202 Claims against districts; applicability of Government Code
- CODE OF CIVIL PROCEDURE**
- 340.1 Damages suffered as result of childhood sexual abuse**
- GOVERNMENT CODE 800 Cost in Civil actions
- 810-996.6 ~~Claims and actions against public entities~~ **Government Claims Act**
- 53051 Information filed with secretary of state and county clerk
- 6500-6536 Joint powers agreements**
- PENAL CODE
- 72 Fraudulent claims **COURT DECISIONS**
- ~~CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
reviewed: December 15, 2003
revised: Winter __, 2023

Fresno Unified Board Policy (BP) 3530 Risk Management/Insurance Management

The Governing Board desires to promote the safety of students, staff, and the public while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The Governing Board District shall strive to keep its liability at a minimum, maintain an adequate and its insurance premiums as low as possible while maintaining adequate program to protection the District against loss which may occur due to normal and usual hazards which a public school system facesing and against specific and unusual hazards which may occur in the various operations of the District.

~~The District shall purchase or self insure all needed liability insurance to the extent permitted or otherwise not restricted by law.~~ To determine the most economical means of insuring the District consistent with required services, the Superintendent or designee shall annually review the District's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. Decisions regarding the means of insuring the District shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

To minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall enforce these policies and related procedures fairly and consistently. The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.

The District shall require appropriate evidence of insurance from entities using District facilities, including booster clubs and Parent Teacher Organizations.

The Superintendent or designee shall periodically report to the Board on the district's risk management activities, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.

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

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to District

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction, or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

~~39601 Furnishing, repairing, insuring, and renting of school property~~

39837 Transportation of pupils to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

~~49472 Medical and hospital services for pupils~~

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by District

831.7 Hazardous recreational activities

989-991.2 Local public entity insurance

CROSS REFERENCES:

0410 Nondiscrimination in District Programs and Activities

0450 Comprehensive Safety Plan

3320 Claims and Actions Against the District

4030 Nondiscrimination in Employment

4119.11/4219.11/4319.11 Sexual Harassment

4157/4257/4357 Employee Safety

4157.1/4257.1/4357.1 Work-Related Injuries

5142 Safety

5145.3 Nondiscrimination/Harassment

5145.7 Sexual Harassment

9260 Legal Protection

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: June 23, 1994, Fresno, California

Revised: October 27, 1994

Revised: Winter __, 2023

Policy Section: 3000 Business and Noninstructional Operations

Fresno Unified Board Policy (BP) 4113.5

Telework

Purpose

The Governing Board recognizes that teleworking at home or at another alternative work location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. Additionally, Fresno Unified School District is committed to increasing employee productivity and improving talent recruitment and retention by providing employees with work alternatives that enable employees to meet their work and family needs. Fresno Unified School District desires to maintain work facilities that are contemporary and comparable to work settings in the private sector but are also compatible with the K-12 educational environment and the provision of services to schools and employees.

Teleworking is a work alternative that Fresno Unified School District offers to eligible employees in eligible jobs when it is beneficial to both Fresno Unified School District and its employees. Teleworking does not change the terms and conditions of employment with Fresno Unified School District, nor should it interfere with operational business needs or the delivery of district educational programs. Telework is a privilege, not a benefit or right, and may be terminated by the employee or the Superintendent or Designee at any time.

This policy establishes and outlines the rules for alternative work locations for employees to perform their usual job duties away from their regularly assigned or usual and customary work location. The alternative work arrangement is intended to help Fresno Unified School District recruit and retain excellent employees; to provide more flexible work arrangements for eligible employees; and to assist in the community effort to reduce outdoor air pollution and traffic congestion attributable to automobile travel.

The Superintendent or Designee may modify the requirements of this procedure to accommodate the needs of the district during a public health emergency or other extended closure of district offices.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4113 - Assignment)

(cf. 4157/4257/4357 - Safety/Injury and Illness Prevention Program)

(cf. 6157 - Distance Learning)

Definitions

Ad-hoc Assignment – a temporary teleworking agreement for the purposes of allowing an employee who does not have an eligible job to work at an alternate location. Ad hoc assignments of more than two (2) days will require the approval of the division Chief and the Chief of Human Resources.

Alternative Work Location – a work location other than the employee's regularly assigned or usual and customary work location. Typically, a location or space that is not owned or operated by Fresno Unified School District.

Central Work Location – an employee's regularly assigned or usual and customary work location where the employee would be required to work if they were not teleworking.

Eligible Employee – a district employee in a job classification identified as suitable for telecommuting, who have successfully completed their initial probationary period, and whose most recent performance evaluation is at minimum meeting standards or equivalent.

Eligible Job – A job in which the employee is not providing direct service to schools or employees, identified and approved by the Superintendent or Designee.

Telework/Teleworking – the performance of the assigned essential functions of an employee’s job at an alternative work location via electronic means in accordance with the employee’s usual expected standards of performance and other approved or agreed-upon terms.

Teleworking Agreement – a written agreement that details the terms and conditions to permit an employee to engage in teleworking.

Teleworker – A person who, at least one day per week, is permitted to work from an Alternative work location. The employee will perform all their assigned essential job duties at an alternative work location. The employee must have a suitable designated workspace at the alternative work location and access to the technical equipment necessary for the completion of all assigned tasks.

Telework Plan – a specific set of defined work expectations to be met each time the employee works from an Alternative work location. The Work Plan must describe the quantity and quality of completed work. The Work Plan, as applicable to the job title and the employee, may be task-specific or may be goals-based, connecting general areas of work with expectations for the employee’s overall performance.

Eligibility

The opportunity to telework shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for telework. Employees approved for telework shall comply with all district policies, administrative regulations, work schedules, and job assignments. Approval of telework shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Participation of employees in the telework program will vary and are dependent upon the operational business needs of the area and the functions and responsibilities of employees. Initial determination of an employee’s eligibility to telework is at the discretion of the immediate Supervisor; however, the ultimate decision to allow an eligible employee or a group of employees within Fresno Unified School District to telework is at the discretion of the Superintendent or Designee. In determining whether an employee is eligible to telework, the Superintendent or Designee must consider:

- The employee has appropriate internet access at their Alternative Work Location suitable to perform required work;
- The employee has a working phone where they can be reached during normal business hours;
- Service delivery to internal and external customers will be maintained;
- There will be adequate coverage during normal business hours;
- The employee has satisfactorily performed their job responsibilities prior to their telework request as evidenced through current observations and their most recent performance evaluation;
- The employee demonstrates the ability to work independently;
- The position has clearly defined deliverables and measurable tasks and productivity may be effectively quantified with minimal supervisor observation;

- Confidentiality will not be compromised, and the arrangement does not require the physical removal of confidential files from the workplace; and
- Increased employee engagement will be supported through improved work-life balance.

(cf. 4141/4241 - Agreement)

(cf. 4151 - Employee Compensation)

(cf. 4351 - Salary Schedules)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Delegation of Responsibility

The Board directs the Superintendent or designee to develop procedures that outline circumstances under which employees may telework and the expectations for such employees while teleworking.

A full-time, part-time, or short-term telework arrangement may be granted by the Superintendent or Designee to an individual employee, upon request, if possible, provided that the position is suitable for telework, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

Guidelines

Employees may be required to sign a Teleworking Agreement or acknowledge teleworking provisions in an applicable collective bargaining agreement, prior to working in an alternative work location, which may be waived under emergency conditions at the Board's discretion or as specified in this policy.

Teleworking is a management option and not an employee right and all decisions shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for telework. If the duties and responsibilities of the eligible employee are suitable, management may allow an employee to telework on a schedule to be determined jointly between the supervisor and the employee. An employee's participation in teleworking is voluntary.

Teleworkers shall comply with all district policies, administrative regulations, work schedules, standards of conduct and job assignments as are expected at their regularly assigned place of work. Approval of telework shall not change the compensation, benefits, performance expectations or other terms and conditions of employment of an employee.

Teleworkers are expected to conduct their work in a location that has a dedicated workspace that is safe and free of obstructions, hazards, and distractions or undue risk that confidential or private information will be discovered, or that district equipment will be lost, stolen or damaged. Teleworkers shall report to their supervisor any serious injury or illness occurring in the alternative work location or in connection with their employment as soon as practically possible in accordance with Board policy.

Teleworkers shall use caution in accessing the internet from public locations and in accessing information from networks outside of the district to safeguard confidential information. Teleworkers shall be responsible for maintaining and protecting district equipment and shall adhere to the district's Acceptable Use Agreement. The teleworker's personally owned equipment may only be used for district business when approved by the Superintendent or Designee or when needed on an emergency basis. Employees participating in teleworking must cover all their expenses associated with teleworking.

Unless otherwise approved in advance by the Superintendent or Designee, teleworkers shall do so within regular work hours established for the position. Teleworkers are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work.

Teleworkers shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

In the case of permanent teleworking arrangements, management may set up a shared workspace arrangement at the central work location where the teleworker shares a workspace with another teleworking employee. No expenses will be paid for traveling to and from the employee's central work location. Employees participating in teleworking must cover all their expenses associated with teleworking and for travel to and from the employee's central work location even if they are required to come in on a day that they are scheduled at the alternative work location.

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4161.1/4261.1/4361.1 - Personal Illness and Injury Leave)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

General Conditions

Employees whose physical presence at their central work location is essential to the performance of their duties may not be permitted to telework.

An employee may not telework as a replacement for leave.

Attendance at the employee's central work location for onsite meetings, conferences, training sessions, and other school business activities may be required on scheduled telework days. Teleworkers shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee in a timely manner or failure to appear as required may result in discipline and/or termination of telework responsibilities.

Nonexempt employees shall not be permitted to work overtime or during non-working hours while teleworking without prior written authorization from the employee's immediate supervisor, in accordance with law and Board policy.

Work done at an alternative work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss and shall be kept confidential or made accessible to the public in accordance with law.

Teleworkers shall be subject to and shall comply with the same Board policies, administrative regulations, and standards of conduct as are expected under normal working conditions.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 4119.21 - Professional Standards)
(cf. 5125 - Student Records)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4115/4215/4315) - Evaluation Supervision)

Roles and Responsibilities

Employee Responsibilities

Employees eligible to telework shall:

1. Initiate the telework approval process;
2. Contact IT Department to ensure that telework equipment is in compliance standards;
3. Maintain safe working conditions at their alternative work location as the employee would at their regularly assigned or usual and customary work location;

4. Report any work interruption while at the alternative work location. In the event that the interruption requires the employee to work at their regularly assigned or usual and customary work location instead of teleworking, the employee must immediately notify their Supervisor/Manager; and
5. Report any job-related injury at their alternative work location to their direct supervisor within 48 hours and follow established procedures.

Supervisor/Manager Responsibilities

Supervisors/Managers of eligible teleworkers shall:

1. Review and submit the eligible employee's Telework Agreement to Human Resources Division. If the request to telework is not approved, the Supervisor/Manager must still forward the request to the Human Resources Division with a written reason why they are denying the request and any evidentiary support;
2. Discuss any changes and issues regarding the Telework Agreement or schedule with the employee; and
3. Hold regularly scheduled conferences with the telework employee to discuss assignments during the telework period and any work-related issues while at the alternative work location.

Human Resources Division Responsibilities

Human Resources Division shall:

1. Review all Telework Agreements for consistency with policy and place signed form in the employee's official personnel file;
2. Maintain a record of all Telework Agreements within Fresno Unified School District; and
3. Notify all district employees of their eligibility to telework.

Violation of this Policy may result in disciplinary action, up to and including termination of employment. All employees are required to promptly report violations of this policy to the Human Resources Division.

The Human Resources Division reserves the right to revise or eliminate this Policy at any time. The Fresno Unified Board of Education reserves the right to approve proposed policy revisions or eliminations as determined by the Human Resources Division.

Eligibility Requirements

1. Fresno Unified School District Chiefs will identify eligible jobs within their division(s) and submit those to the Chief of Human Resources for approval prior to July 1 each year.
2. To be eligible to apply for teleworking, an employee must hold a position that is eligible for teleworking and should have satisfactorily completed their probationary period. The probationary period requirement can be waived at the discretion of the division Chief.
3. Division leaders will identify skills and characteristics necessary for a teleworker, taking into account but not limited to the following:
 - a. The employee's history of work performance
 - b. The employee's demonstrated ability to work effectively and independently in accomplishing work assignments
 - c. The nature of the work and the work products required
 - d. Sufficient portable work for the amount of telework proposed
 - e. Comfort with and willingness to fully utilize the technologies necessary for successful telework and continued interaction with co-workers

- f. Good communication with managers, co-workers, and customers that will enable a relatively seamless transition from onsite to offsite
- g. Telework office space that is conducive to getting the work done
- h. Ability to be flexible about the telework arrangement to respond to the needs of the manager, the workgroup, and the work
- i. Organized work practices and strong planning skills
- j. Effective communication skills.

Application Process

1. An eligible employee wishing to routinely telework in an eligible job shall submit a written application/agreement to their immediate supervisor on the form provided. The supervisor and department head will submit all requests to the division Chief or Designee for recommendation. The division Chief will forward all recommended application/agreement forms to the Chief of Human Resources for final approval.
2. All signatures and approvals must be obtained prior to the beginning of telework. Agreements must be renewed by June 30 of each year. All decisions made regarding an employee's application for telework are final and may not be appealed.
3. Requests for ad-hoc telework assignments will be considered on a case-by-case basis and may require additional documentation (i.e., medical note or other documentation).
4. Ad-hoc assignments shall not be used in such a way that employees are routinely working in an alternate location.

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:

GOVERNMENT CODE

6250-6270 California Public Records Act

12900-12996 Fair Employment and Housing Act

LABOR CODE

226.7 Mandated meal, rest, or recovery periods

6400 Safe and healthful employment and place of employment

6401 Unsafe workplace

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: _____ Fresno, California

Fresno Unified Board Policy (BP) 4156.3, 4256.3, 4356.3 Employee Property Reimbursement

The Governing Board ~~shall not be responsible for the reimbursement of any~~ authorizes the Superintendent or designee to pay the cost of replacing or repairing employee personal property, ~~which may be stolen, destroyed or maliciously~~ except cash, which has been stolen or intentionally destroyed or damaged while being used ~~in district schools~~ for work-related purposes. The maximum amount that can be paid without Board approval is \$500.

No reimbursement shall be made for accidental damage or for any loss due to lack of personal supervision or failure to keep property in a secured area.

~~The maximum payment shall be the amount specified by the district's insurance carrier for such loss or the amount specified in the applicable collective bargaining agreement, whichever is less.~~

Reimbursement for personal items used for work-related purposes shall be made only if: (Education Code 35213)

1. Use of the personal property was approved by the principal, site supervisor or designee before the property was brought to school or district premises
2. At that time, the employee and district representative agreed on the value of the property

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
35213 Reimbursement for loss or ~~destruction~~ damage of personal property
48904 Liability of parent
CIVIL CODE:
1714.1 Liability of parent or guardian for act of willful misconduct by a minor

CROSS REFERENCES:
1313 Civility
3512 Equipment
3530 Insurance Management
4258 Employee Security
4358 Employee Security
5131.5 Vandalism

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: August 24, 1995 Fresno, California
Reviewed: June 1, 2001
Revised: Winter _____ 2023

Policy Section: 4000 Personnel

Fresno Unified Board Policy (BP) 6020 Parent Involvement

The Governing Board recognizes that parent/guardians and family members are their children's first and most influential teachers and that sustained parent/guardian and family involvement in the education of their children contributes greatly to student achievement and a positive school environment. ~~Parents/guardians and family members can directly affect academic success by reinforcing their children's motivation and commitment to education. Although parents/guardians and family members are diverse in culture, language, and needs, they share the school's commitment to the educational success of their children.~~ The Superintendent or designee shall work with staff and parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve opportunities for parents/guardians and family members to be involved in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to that support student achievement learning at home and in the school community by:

- (a) ~~Providing parents/guardians and family members with techniques and strategies that they may utilize to improve their children's academic success~~
- (b) ~~Build effective communication between home and the school, so parents/guardians and family members are encouraged to support their children's learning~~
- (c) ~~Encourage and support effective communication between parents/guardians, family members and school personnel~~

(cf. 0420 – School Plans/Site Councils)
(cf. 0420.1 – School-Based Program Coordination)
(cf. 0520.2 – Title I Program Improvement Schools)
(cf. 1220 – Citizen Advisory Committees)
(cf. 1230 – School Connected Organizations)
(cf. 1240 – Volunteer Assistance)
(cf. 1250 – Visitors/Outsiders)

Parents/guardians shall be notified of their parental rights to be informed about and to participate and opportunities to be involved in their children's education and opportunities available to them to do so.

(cf. 5020 – Parents Rights and Responsibilities)
(cf. 5145.6 – Parental Notifications)

The district's Local Control and Accountability Plan shall include goals and strategies for parent/guardian and family member involvement engagement, including district efforts to seek parent/guardian and family member input in district and school site decision making and to promote parent/guardian and family member participation in programs for English learners, foster youth, students eligible for free and reduced-priced meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 – Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family involvement strategies implemented to increase parent/guardian and family involvement engagement. This includes, but not limited to input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 – Accountability)

Title I Schools Programs

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318) ensure that each school receiving Title I funds develop a school level parent/guardian and family involvement strategy in accordance with 20 USC 6318. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. Furthermore, it shall identify the district's goals for the parent/guardian and family involvement program for all schools and involve parent/guardians and family members in the development of the school site parent/guardian and family involvement plan.

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

(cf. 3100 - Budget)

The Superintendent or designee also shall ensure:

- (a) Parents/guardians and family members are involved in the joint development of all district plans as required by State or Federal regulations and guidance, and in the associated process of reviews of schools and the district for academic improvement;
- (b) coordination, technical assistance, and other support to assist schools in planning and implementing effective parent/guardian and family involvement activities to improve student academic achievement and school performance;
- (c) coordination and integration of Title I, Part A parent/guardian and family involvement strategies with the parent/guardian and family involvement strategies of other programs district wide;
- (d) an annual evaluation of the content and effectiveness of the parent/guardian and family involvement policy in improving the academic quality of the schools served. Parents/guardians and family members will be an integral part of this annual evaluation process, which will include the identification of barriers to greater participation by parents/guardians and family members in Title I activities. Evaluation findings will be used to design and implement more effective parent/guardian and family involvement strategies, including, if needed, revisions to the Title I Parent Involvement Policies.

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)

Expenditures of such funds shall be consistent with the activities specified in the district's policy/regulation and shall include at least one of the following: (20 USC 6318)

- a. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members.
- b. Support for programs that reach parents/guardians and family members at home, in the community, and at school.
- c. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members.
- d. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement.
- e. Engaging in a Any other activities and strategies that the district determines are appropriate and consistent with this regulation policy.

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

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

11500-11506 Programs to Encourage Parent Involvement

48985 Notices in languages other than English

51101 Parents Rights Act of 2002 and responsibilities

52060-52077 Local control and accountability plan 64001 School plan for student achievement consolidated application programs

CALIFORNIA CODE OF REGULATIONS

18275 Child care and development programs; parent involvement and education

LABOR CODE

230.8 Time off to visit child's school

UNITED STATES CODE, TITLE 20 FEDERAL CODE

3100 Budget

6171 Title I Programs

6311 Parental notice of teacher qualifications and student achievement State plan

6312 Local education agency plan

6314 School-wide programs

6216 School improvement

6318 Parent involvement and family engagement

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Effective Communications for individuals with disabilities

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Briefs, August 2006

STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of their Children, rev. 1994

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE Parental Involvement: Title I, Part A, April 23, 2004

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 25, 1993 Fresno, California

revised: December 14, 2011

revised: June 4, 2014

revised: October 16, 2019

revised: May 20, 2020

revised: January 20, 2021

Revised: Winter __, 2023

Policy Section: 6000 Instruction

**Fresno Unified Exhibit (E) 9270
Conflict Of Interest – Statement of Economic Form 700**

RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Fresno Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Fresno Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Fresno Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the Fresno Unified School District

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the Fresno Unified School District ("District").

The Form 700s for designated positions, other than the District's Governing Board Members and Superintendent, shall be filed with the District. The Governing Board Members and Superintendent are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the District and, upon receipt of these paper Form 700s with waivers, the District shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors.

The District shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection, and reproduction. (Gov. Code section 81008.)

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

APPENDIX A

Public Officials Who Manage Public Investments

It has been determined that positions listed below manage public investments *and will file a statement of economic interests pursuant to Government Code Section 87200*. These positions are listed for informational purposes only:

Governing Board Members
Superintendent of Schools

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Designated Positions

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Deputy Superintendent	1
Administrator	1
Associate Superintendent	1
Assistant Superintendent	1
Business Operations Manager	1
Chief Academic Officer	1
Chief Equity and Access Officer	1
Chief Executive	1
Chief Engagement and External Partnership Officer	1
Chief Financial Officer	1
Chief Fiscal Officer	1
Chief Human Resources/Labor Relations Officer	1
Chief Information Officer	1
Chief Operational Services Officer	1
Chief Operations and Classified Labor Officer	1
Chief of Staff (General)	1
Chief Technology Officer	1
Consultants / New Positions	1
Deputy Executive	1
Director (General)	1
Director Benefits and Risk Management	1
Director Fiscal Services	1
Director Human Resources	1
Executive Director	1
Executive Officer	1
Instructional Superintendent School Curriculum and School Leadership	1

Prevention and Intervention Executive	1
Purchasing Manager	1
Senior Executive	1
Buyer I, II, III, IV	2, 3
Members of Audit Committee	2, 3
Members of Citizen's Bond Oversight Committee	2, 3
Directors on Joint Health Management Board (JHMB)	2, 3
Purchasing Technician	2, 3
Administrative Analyst	4
Advisor, Guidance Learning, Behavior Support	4
Analyst I, II	4
Athletic Trainer	4
Business Operations Manager	4
Coordinator, I, II	4
Counselor, Head/School	4
Design Lead	4
Director	4
Director Career Readiness	4
Director Food Services	4
Director Health Services	4
Director Instructional Media Services	4
Director Instructional Support	4
Director Leadership Development	4
Director Prevention and Intervention	4
Director School Choice	4
Director School Operations	4
Director SELPA	4
Director Transportation	4
Supervisor, District, I, II	4
Executive Assistant to Superintendent	4
Executive Chef	4
Manager I, II, III	4
Nutritionists	4
Occupational Therapist	4
Ombudsman	4
Physical Therapist	4
Principal I, II, III, IV, V, Special Assignment	4
School Psychologists	4
Social Worker, Clinical, School	4
Specialists, Behavioral Intervention	4
Vice Principal I, II, III, Special Assignment	4

Consultants / New Positions are included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation:

The Superintendent or designee may determine in writing that a particular consultant or new position, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of extent of disclosure requirements. The Superintendent’s or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

Disclosure Category 1:

Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency and investments and business positions in business entities, and income, including gifts, loans, and travel payments, from all sources.

Disclosure Category 2:

Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3:

Investments and business positions in business entities, and income, including gifts, loans, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- utility permit
- station vendor permit

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
approved: February 12, 2014 Fresno, California
revised: December 14, 2016
revised: March 22, 2017
revised: September 19, 2018
revised: September 16, 2020
revised: August 24, 2022
revised: Winter __, 2023

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 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 Agreement with Nancy Akhavan Consulting Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Nancy Akhavan Consulting Inc. to provide training for paraprofessionals in early literacy skills to support the Fresno Unified Literacy Campaign. This agreement will expand the training opportunities for paraprofessionals beyond the two buyback days.

Training will include eight days at \$2,700 which will be broken into two sets of four days in addition to a \$150 participant fee for up to 480 participants for a total of \$72,000. All classes will be held at Fresno Adult School.

November 16, 2023,	(3:00 PM - 5:00 PM)
December 09, 2023,	(3:00 PM - 5:00 PM)
January 18, 2024,	(3:00 PM - 5:00 PM)
February 03, 2024,	(3:00 PM - 5:00 PM)
February 29, 2024,	(3:00 PM - 5:00 PM)
March 16, 2024,	(3:00 PM - 5:00 PM)
April 11, 2024,	(3:00 PM - 5:00 PM)
May 04, 2024,	(3:00 PM - 5:00 PM)

Nancy Akhavan Consulting Inc. provided early literacy training at our classified conference on October 09, 2023, where she and her team provided early literacy skill-based content to our Fresno Unified Classified Professionals. The proposed training will provide content focused on supporting early literacy skills for paraprofessionals unable to attend the classified conference.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$72,000 are available in the Elementary and Secondary School Relief Fund Budget.

PREPARED BY: Tamara Neely

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 Contract Routing Form

Completed independent contract agreement must be attached

32170

Vendor Number	3766 W. Locust Ave, Fresno, CA. 93711	
Nancy Akhavan Consulting, Inc.	<i>Address</i>	
Vendor Name	Nancy Akhavan	
(559) 536-0615	<i>Vendor Contact</i>	
Phone Number	Through: 6/30/2024	
From: 10/1/2023		
Term (Duration)		
FUSD Contract Administrator:	Classified Development	559-457-6224
Tamara Neely	<i>Site/ Dept</i>	<i>Telephone number</i>
<i>Name</i>		

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-3213-0700-1150-1000-5899

Annual Cost \$ 72,000.00 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:

Beginning on October 1st, 2023, The Consultant will provide the services (collectively, the "Services") which are:

- Paraprofessional training in early literacy skills provided from 10/1/23 to 6/30/24.
- 8 days at \$2,700 broken into two sets of 4 days for round one and 4 days for round two
- \$150 participant fee for up to 480 participants.
- Participant fee (which includes materials cost) for up to four hundred and eighty (480) participants at \$150 for a total of \$72,000

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:** 12/06/2023 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Department Head:** *Tamara Neely* 11/15/2023

Signed _____ Date

Reviewed & approved by **Cabinet Level Officer** _____ 11/20/2023

Signed _____ Date

Reviewed & approved by **Risk Management** _____ Nov 20, 2023

Signed _____ Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-0700-1150-1000-5899

District Contact Person: Tamara Neely

Budget Manager Approval: Tamara Neely

Contractor's Vendor Name: Nancy Akhavan Consulting, Inc.

Contractor's Contact Person: Nancy Akhavan

Contractor's Title: President

Contractor's Telephone
Number: (559) 536-0615

Contractor's E-mail: nancy@nancyakhavanconsulting.com

Contractor's Address: 3766 W. Locust Ave, Fresno, CA. 93711

This Independent Contractor Services Agreement is made and entered into effective 10/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Nancy Akhavan Consulting, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

Beginning on October 1st, 2023. The Consultant will provide the services (collectively, the "Services") which are:

Paraprofessional training in early literacy skills provided from 10/1/23 to 6/30/24.

8 days at \$2,700 broken into two sets of 4 days for round one and 4 days for round two
\$150 participant fee for up to 480 participants.

Participant fee (which includes materials cost) for up to four hundred and eighty (480) participants at \$150 for a total of \$72,000

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 10/1/2023, 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 72,000.0 per contract not to exceed \$ 72,000.00. Checks will be made payable to Nancy Akhavan Consulting, 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 NA

- a Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies _____ As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 72,000.00
- f Other _____

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

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

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

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.pccpas.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 NA District's initials SS

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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

Contractor's initials NA 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: Nancy Akhavan Consulting, Inc.

Name: Nancy Akhavan

Address:

3766 W. Locust Ave
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 so shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of **\$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

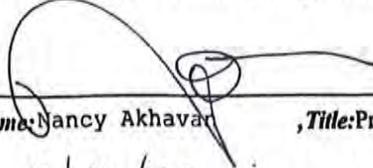
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Nancy Akhavan Consulting, Inc.



Name: Nancy Akhavan *Title:* President

11/16/23

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management
Nov 20, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with St. Paul Armenian Church

ITEM DESCRIPTION: Included in the Board binders is an agreement with St. Paul Armenian Church to provide facility space for New Employee Orientation (NEO) for newly hired Fresno Unified employees. NEO will transform from a one-day event to a three-day event for the 2024 school year. The NEO implementation will continue to grow to ensure all employees have the skills and knowledge to succeed in their new position.

November 20 and 21, 2023	(8:00 AM – 4:00 PM)
January 03 and 04, 2024	(8:00 AM – 4:00 PM)
February 05 and 06, 2024	(8:00 AM – 4:00 PM)
March 06 and 07, 2024	(8:00 AM – 4:00 PM)
March 18, 19 and 20 2024	(8:00 AM – 4:00 PM)
April 08, 09, and 10, 2024	(8:00 AM – 4:00 PM)
April 22, 23, and 24, 2024	(8:00 AM – 4:00 PM)
May 06, 07, and 08, 2024	(8:00 AM – 4:00 PM)
May 20, 21, and 23, 2024	(8:00 AM – 4:00 PM)
June 03, 04, and 05, 2024	(8:00 AM – 4:00 PM)
June 17, 18, and 19, 2024	(8:00 AM – 4:00 PM)

FINANCIAL SUMMARY: Sufficient funds in the amount of \$27,918 are available in the Elementary and Secondary School Relief Fund Budget.

PREPARED BY: Tamara Neely

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 Contract Routing Form

Completed independent contract agreement must be attached

45606

Vendor Number

St Paul Armenian Church

3767 N. FIRST STREET FRESNO, CA 93726-5602

Vendor Name

559-226-6343

Address

Sossy Wairdian

Phone Number

Vendor Contact

From: 11/20/2023

Through: 6/20/2024

Term (Duration)

FUSD Contract Administrator:

Tamara Neely

Human Resources

559-457-3937

Name

Site/ Dept

Telephone number

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

060 3213 0700 1150 1000 5899

Annual Cost \$ 27,918.00

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

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

Yes

No

Scope of Work Summary:

RENTAL OF: St Paul Armenian Church

DESCRIPTION (WHO, WHERE, WHY): New Employee Orientation - Human Resources

RENTAL DATES: November 20-21, January 3-4, February 5-6, March 18-20, April 8-10 & 22-24, May 6-8 & 20-22, June 3-5 & 17-20 RATE: \$1,034 per day (Total \$27,918.00)

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:** 12/13/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

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

12/7/2023

Signed

Date

Reviewed & approved by **Risk Management**

Dec 8, 2023

Signed

Date

Reviewed & approved by **Department Head**

12/7/23

Signed

Date

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



Fresno Unified School District

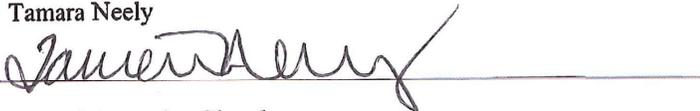
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060 3213 0700 5899 1150 1000

District Contact Person: Tamara Neely

Budget Manager Approval:



Contractor's Vendor Name: St Paul Armenian Church

Contractor's Contact Person: Sossy Wairdian

Contractor's Title: Parish Administrator

Contractor's Telephone

Number: 559-226-6343

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

Contractor's Address: 3767 N. FIRST STREET FRESNO, CA 93726-5602

This Independent Contractor Services Agreement is made and entered into effective 11/20/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and St Paul Armenian Church ("Contractor").

1. Contractor Services. Contractor agrees to provide

27 days
Hall Rental Large Hall
7:30 am to 4:30 pm
1,034.00 a day
November 20 & 21
January 3 & 4
February 5 & 6
March 18, 19, & 20
April 8, 9, & 10
April 22, 23, & 24
May 6, 7, & 8
May 20, 21, & 22
June 3, 4, & 5
June 17, 18, & 20

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 11/20/2023 , and shall terminate on 6/20/2024 . 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 \$ 1,034.00 per day , not to exceed \$ 27,918.00 . Checks will be made payable to St Paul Armenian Church . 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 SW

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. **Receipt Required.*
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$27,918.00
- f. Other _____

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

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

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

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

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

Contractor's initials SW District's initials SS

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

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- 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 SW 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: St Paul Armenian Church

Name: Sossy Wairdian

Address:

3767 N. FIRST STREET
FRESNO, CA 93726-5602

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

St Paul Armenian Church



Name: Sossy Wairdian *Title:* Parish Administrator

12-7-2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 8, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Application Services Grant from the Department of Homeland Security

ITEM DESCRIPTION: Included in the Board binders is an award letter from the Department of Homeland Security approving the application for Fresno Adult School to provide citizenship instruction and naturalization application services. Fresno Adult School (FAS) provides citizenship classes and partners with the San Joaquin College of Law (SJCL) to provide naturalization application services. FAS has been an awardee of this federal grant program since 2012 and has been awarded \$450,000 to continue to offer services for the period of October 01, 2023, through September 30, 2025.

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

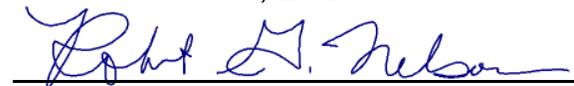
PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Services
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

Vendor Number	Department of Homeland Security		301 7th Street, SW, RM 3051
Vendor Name	(202) 672-3980		Address Mr. John Frymyer
Phone Number			Vendor Contact
From:	10/1/2023	Through:	9/30/2025
Term (Duration)			
FUSD Contract Administrator:	Teresa Zamora		Fresno Adult School (559) 457-6009
<i>Name</i>	<i>Site/ Dept</i>	<i>Telephone number</i>	

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

Annual Cost \$ 450,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Scope of Work Summary:

Department of Homeland Security (DHS) will provide funding in the amount of \$450,000 through a federal citizen and assimilation grant for a two year period of October 01, 2023 through September 30, 2025. Fresno Adult School will support at least 200 eligible students through the naturalization process during the two year grant period.

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: 12/13/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: AB 12/5/2023
Signed Date

Reviewed & approved by Risk Management: [Signature] Dec 7, 2023
Signed Date

Reviewed & approved by Department Head: [Signature] 12/5/2023
Signed Date

Please return signed agreement back to (name/email) : laura.castillo@fresnounified.org; Laura Castillo

1. DATE ISSUED MM/DD/YYYY 09/28/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 97.010 - Citizenship Education and Training			
3. ASSISTANCE TYPE Block Grant			
4. GRANT NO. 23CICET00322-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN 23CICET00322		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2023		Through MM/DD/YYYY 09/30/2025	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2023		Through MM/DD/YYYY 09/30/2025	
8. TITLE OF PROJECT (OR PROGRAM) Fresno Unified CINAS 2023			

Department of Homeland Security
DHS Grants and Financial Assistance Division (GFAD)

301 7th Street, SW, RM 3051
Mail Stop 0115
Washington, DC 20528

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Refugee Education Assistance Act of 1980, Public Law 96-422, 94 Stat.
1809; Executive Order 12341

9a. GRANTEE NAME AND ADDRESS FRESNO UNIFIED SCHOOL DISTRICT WAREHOUSE 2348 Mariposa St Fresno, CA 93721-2203	9b. GRANTEE PROJECT DIRECTOR Teresa Zamora M.Ed. 2309 Tulare Street Fresno Adult School Fresno, CA 93721-2287 Phone: 559-457-6009
10a. GRANTEE AUTHORIZING OFFICIAL Teresa Zamora M.Ed. 2309 Tulare Street Fresno Adult School Fresno, CA 93721-2287	10b. FEDERAL PROJECT OFFICER Mr. John Frymyer 8230 Leesburg Pike Tysons Corner, VA 22182-2639 Phone: 202-672-3980

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 450,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	369,360.20	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	32,800.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 450,000.00	
c. Total Personnel Costs	402,160.20	13. Total Federal Funds Awarded to Date for Project Period 450,000.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	30,454.00	YEAR	TOTAL DIRECT COSTS
f. Travel	1,000.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	2,525.80	c. 4	f. 7
i. Contractual	0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	436,140.00	a. DEDUCTION	
k. INDIRECT COSTS	13,860.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	450,000.00	c. MATCHING	
m. Federal Share	450,000.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	519,403.50	e. OTHER (See REMARKS)	
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:		b	
a. The grant program legislation.		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
b. The grant program regulations.			
c. This award notice including terms and conditions, if any, noted below under REMARKS.			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			

REMARKS (Other Terms and Conditions Attached - Yes No)

Congratulations! I am pleased to inform you that DHS has approved your application for funding in the amount of \$450,000 for the period of October 1, 2023 – September 30, 2025. A copy of the award document and the terms and conditions are enclosed.

GRANTS MANAGEMENT OFFICIAL:

Jacqueline Greely, Grants Officer
7th And D Street SW
Washington, DC 20407-0001
Phone: (202)447-0724

17. OBJ CLASS 4102	18a. VENDOR CODE 946002206	18b. EIN 946002206	19a. UEI JJ79M1476YF5	19b. DUNS	20. CONG. DIST. 21
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. CINAS703408	b. CICET00322A	c. CET1	d. \$450,000.00	e. 7030408	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/28/2023
GRANT NO. 23CICET00322-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	12/31/2023	Quarterly	01/30/2024
01/01/2024	03/31/2024	Quarterly	04/30/2024
04/01/2024	06/30/2024	Quarterly	07/30/2024
07/01/2024	09/30/2024	Quarterly	10/30/2024
10/01/2024	12/31/2024	Quarterly	01/30/2025
01/01/2025	03/31/2025	Quarterly	04/30/2025
04/01/2025	06/30/2025	Quarterly	07/30/2025
07/01/2025	09/30/2025	Final	12/29/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	12/31/2023	Quarterly	01/30/2024
01/01/2024	03/31/2024	Quarterly	04/30/2024
04/01/2024	06/30/2024	Quarterly	07/30/2024
07/01/2024	09/30/2024	Quarterly	10/30/2024
10/01/2024	12/31/2024	Quarterly	01/30/2025
01/01/2025	03/31/2025	Quarterly	04/30/2025
04/01/2025	06/30/2025	Quarterly	07/30/2025
07/01/2025	09/30/2025	Final	12/29/2025

AWARD ATTACHMENTS

FRESNO UNIFIED SCHOOL DISTRICT WAREHOUSE

23CICET00322-01-00

1. Award letter
2. Grant and DHS Terms and Conditions
3. GrantSolutions Welcome Letter



September 28, 2023

Mary Gonzalez
Manager
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721-2287

Re: Grant Number # 23CICET00322

Dear Recipient:

Thank you for your application in response to the Department of Homeland Security's Notice of Funding Opportunity (NOFO), DHS-23-CIS-010-002 "FY 2023 Citizenship and Integration Grant Program: Citizenship Instruction and Naturalization Application Services (CINAS)". I am pleased to inform you that DHS has approved your application for funding in the amount of **\$450,000** for the period of October 1, 2023 – September 30, 2025. A copy of the award document and the terms and conditions are enclosed.

In order to be effective with your federal award, the following information will be helpful in getting your grant award implemented and off to a good start. Please note, some areas do require expedited action; failure to respond in a timely manner may delay funding.

GrantSolutions

The Grants and Financial Assistance Division utilizes GrantSolutions, an online grants management tool. This is the official grant file of record for your federal award. Please find attached a GrantSolutions Welcome Letter with pertinent information on how to access your award and communicate with federal staff. **We are requiring that relevant staff accounts (program officer, financial staff, etc) be established no later than Friday, October 31, 2023.**

Payment Management System

Payment of funds for this award will be made through the Department of Health and Human Services (DHHS) Payment Management System (PMS). PMS is a full service central payment and cash management system. I encourage immediate completion of the required PMS forms. You will not receive payment for any work performed on this grant until these forms are properly submitted to PMS and an account has been established. **If your organization has never received grant funds from my office**, you must complete the New User and Account Establishment process directly on the PMS site. Additional information may be found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. When completing the SF1199A form, Section 2 should contain the following information: Department of Homeland Security, 245 Murray Lane, SW, Washington, DC 20528-0115. **If you have received grant funds through my office in the past**, you will not be required to submit these forms. However, do contact me to verify your account information prior to accessing funds.

Technical Assistance

You will be assigned a CIS Program Officer by the Office of Citizenship if it is different from the individual listed on the Notice of Award document. Please reach out to your assigned Officer should you have any questions for your program.

For financial and all other technical matters (outside of GrantSolutions and PMS helpdesk assistance), your assigned DHS Grants Officer is

Ms. Jacqueline Greely
Jacqueline.Greely@hq.dhs.gov

Congratulations on your success. I look forward to working with you in the coming year.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Greely".

Jacqueline Greely
Grants Officer
Grants and Financial Assistance Division (GFAD)
Office of Procurement Operations
Office of the Chief Procurement Officer

Enclosures

cc (via email): DHS Program Officer

GRANT TERMS AND CONDITIONS
GRANTS AND FINANCIAL ASSISTANCE DIVISION (GFAD)

In addition to the DHS Standard Terms and Conditions as outlined here: [DHS Standard Terms and Conditions](#) , the following Terms and Conditions apply specifically to this award as administered by the Grants and Financial Assistance Division (GFAD):

ARTICLE I. GENERAL ADMINISTRATIVE TERMS AND CONDITIONS

A. AWARD SPECIFIC TERMS AND CONDITIONS AND/OR RESTRICTIONS

None

B. AMENDMENTS AND REVISIONS

1. Budget Revisions

- a. The Recipient shall obtain prior written approval from the DHS Grants Officer for transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent of the total approved budget.
- b. The Recipient shall obtain prior written approval from the DHS Grants Officer for any budget revision that would result in the need for additional resources/funds.
- c. The Recipient shall obtain prior written approval from the DHS Grants Officer to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa.

2. Extension Request

- a. Extensions to the Period of Performance can only be authorized in writing by the DHS Grants Officer.
- b. The extension request shall be submitted to the DHS Grants Officer sixty (60) days prior to the expiration date of the performance period.
- c. Requests for time extensions to the Period of Performance will be considered, but will not be granted automatically, and must be supported by adequate justification in order to be processed. The justification is a written explanation of the reason(s) for the delay; an outline of remaining resources/funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the project. Extension requests shall not be processed without up-to-date performance and financial status reports and adequate justification.
- d. DHS has no obligation to provide additional resources/funding due to an extension.

C. EQUIPMENT

1. Title to equipment acquired by the Recipient with Federal funds provided under this Award shall vest in the Recipient, subject to the conditions pertaining to equipment in the 2 CFR Part 200.
2. Prior to the purchase of Equipment in the amount of \$5,000 or more per unit cost, the recipient must obtain the written approval from DHS.
3. For equipment purchased with Award funds having a \$5,000 or more per unit cost, the Recipient shall submit an inventory that will include a description of the property; manufacturer model number, serial number or other identification number; the source of property; name on title; acquisition date; and cost of the unit; the address of use; operational condition of the property; and, disposition data, if

applicable. This report will be due with the Final Progress Report no later than (120) days after the expiration of the Project Period, and shall be submitted via GrantSolutions using the guidance found here: [Grant Solutions Performance Progress Report](#).

D. FINANCIAL REPORTS

1. Quarterly Federal Financial Reports – The Recipient shall submit a Federal Financial Report (SF-425) into the GrantSolutions system no later than thirty (30) days after the end of the budget period end date. Reports are due on January 30, April 30, July 31, October 31. The report shall be submitted via GrantSolutions using the guidance found here: [Grant Solutions Federal Financial Report](#)
2. Final Federal Financial Report – The Recipient shall submit a Federal Financial Report (SF-425) into the GrantSolutions system no later than 120 days after the end of the Project Period end date. The report shall be submitted via GrantSolutions using the guidance found here: [Grant Solutions Federal Financial Report](#)
3. Quarterly Federal Financial Reports (Cash Transaction) – the Recipient shall submit the Federal Financial Report (SF-425) Cash Transaction Report to the Department of Health and Human Services, Payment Management System. Quarterly Cash Transaction reports shall be submitted no later than 1/30, 4/30, 7/30, and 10/30.

E. PAYMENT

1. The Recipient shall be paid in advance using the U.S. Department of Health and Human Services/Payment Management System, provided it maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds from the DHS and expenditure disbursement by the Recipient. When these requirements are not met, the Recipient will be required to be on a reimbursement for costs incurred method.
2. Any overpayment of funds must be coordinated with the U.S. Department of Health and Human Services/Payment Management System.

F. PERFORMANCE REPORTS

1. Quarterly Performance Reports – The Recipient shall submit performance reports into the GrantSolutions system no later than thirty (30) days after the end of the reporting period end date. Reports are due on January 30, April 30, July 31, October 31. The report shall be submitted via www.GrantSolutions.gov using the guidance found here: [Grant Solutions Performance Progress Report](#).
2. Performance reports must provide information on the overall progress by quarter. These reports shall include:
 - a. A comparison of actual accomplishments with the goals, objectives and performance measures established for the period.
 - b. Reasons why established objectives and performance metrics were not met, if applicable.
 - c. Other pertinent information including, when appropriate, analysis and explanation of cost overruns.

If the performance report contains any information that is deemed proprietary, the Recipient will denote the beginning and ending of such information with asterisks: ****PROPRIETARY INFORMATION****

3. Final Performance Report – the Recipient shall submit the Final Performance Report into the GrantSolutions system no later than 120 days after the expiration of the Project Period. The Final Performance Report shall be submitted using the guidance found here: [Grant Solutions Performance Progress Report](#).

G. PERIOD OF PERFORMANCE

The Budget Period shall be for a period of 12 months. The approved Project and Budget Periods for the supported activity are contingent upon the following:

1. Acceptable performance of the project as determined by the Department of Homeland Security (DHS);
2. If applicable, acceptance and approval of each non-competing continuation application by the DHS;
3. Subject to the availability of annual DHS appropriated funds.

H. PRIOR APPROVAL REQUIRED

The Recipient shall not, without the prior written approval of the DHS, request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities prior to the approved Budget Period.

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. ACCESS TO AND RETENTION OF RECORDS.

The Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Award for a period of three years from the date of submission of the final expenditure report. The only exceptions to the aforementioned record retention requirements are the following:

1. If any litigation, dispute, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, dispute or audit findings involving the records have been resolved and final action taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.
3. The DHS Grants Officer may direct the Recipient to transfer certain records to DHS custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the DHS Grants Officer may make arrangements for the Recipient to retain any records that are continuously needed for joint use.
4. DHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient that are pertinent to this Award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this award term are not limited to the required retention period but shall last as long as records are retained.

With respect to sub-recipients, DHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending DHS funds. Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Access to Records).

B. COMPLIANCE ASSURANCE PROGRAM OFFICE TERMS AND CONDITIONS

The Compliance Assurance Program Office (CAPO) is comprised of the DHS Treaty Compliance Group (TCG), DHS Export Controls Group (ECG), and the DHS Regulatory Compliance Group (RCG). The Under Secretary of Science and Technology (USST) is the DHS official responsible for the various portfolios under CAPO's purview and for implementing procedures to ensure that the Recipient and any Recipient institutions/collaborators under this Award comply with international treaties, federal regulations, and DHS policies for Arms Control Agreements, Biosafety, Select Agent and Toxin Security, Animal Care and Use, the Protection of Human Subjects in Research, Life Sciences Dual Use Research of Concern, and Export Controls.

CAPO collects and reviews relevant documentation pertaining to this Award on behalf of the USST. Additional guidance regarding the review process is provided in the following sections, along with contact information. This guidance applies to the Recipient and any/all Recipient institutions involved in the performance of work under this Award. The Recipient is responsible for ensuring that any/all Recipient institutions and collaborators comply with all requirements and submit relevant documentation, as outlined in sections

C. TREATY COMPLIANCE FOR BIOLOGICAL AND CHEMICAL DEFENSE EFFORTS

The Recipient and any Recipient institution shall conduct all biological and chemical defense research, development, testing, evaluation, and acquisition projects in compliance with all arms control agreements of the U.S., including the Chemical Weapons Convention (CWC) and the Biological Weapons Convention (BWC). DHS Directive 041-01, Arms Control Compliance for Chemical and Biological Defense Activities, requires review of all such projects, including classified projects; projects involving biological and/or chemical agents, surrogates, or simulants; and non-laboratory activities related to biological and/or chemical agents (e.g., literature reviews, simulations, and/or modeling activities) to be systematically evaluated for compliance at inception, prior to funding approval, whenever there are any project changes, and whenever in the course of project execution an issue potentially raises a compliance concern.

1. Requirements for Initial Treaty Compliance Review. To ensure compliance with DHS Directive 041-01, for each biological and/or chemical defense-related effort (including non-laboratory activities related to biological and/or chemical agents) to be conducted under this Award, the Recipient must submit the following documentation for compliance review and certification prior to funding approval: a completed Treaty Compliance Form (TCF) and a Statement of Work (or workplan). The Recipient should contact work with the DHS Program Manager to engage CAPO regarding treaty compliance issues. The DHS Program Manager should help them obtain the TCF, submit the completed TCF, and/or request additional guidance regarding treaty compliance documentation and review requirements. The CAPO will review all submitted materials and provide written confirmation of approval to the Recipient once the treaty compliance certification process is complete. The Recipient and any Recipient institution shall not initiate any new activities, or execute modifications to approved activities, prior to receipt of this written confirmation.
2. Requirements for Ongoing Treaty Compliance Review. To ensure ongoing treaty compliance for approved biological and/or chemical defense-related efforts funded through this Award, the Recipient, working with the DHS PM must notify CAPO of changes to include – but are not limited to—the addition of biological or chemical agents (including any additional strains/isolates of biological material, simulants, or surrogates), a change in performers or sub-performer(s), modifications to the scope of work, and/or changes to the technical approach per DHS Directive 041-01.

D. REGULATORY COMPLIANCE FOR BIOLOGICAL LABORATORY WORK

The Recipient and any Recipient institution shall conduct all biological laboratory work in compliance with applicable federal regulations; the latest edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories; DHS Directive 066-02, Biosafety; DHS Instruction 066-02-001, Instruction for Ensuring Biosafety Compliance; and any local institutional policies that may apply for Recipient institution facilities performing work under this Award. The CAPO will review the submitted Treaty Compliance Form (TCF) for planned work under this Award to determine the applicability of the requirements outlined in this section. **The Recipient must engage the DHS Program Manager who will facilitate engagement with CAPO for guidance on the requirements, and then submit all required documentation based on CAPO guidance, prior to the initiation of any biological laboratory work under this Award.**

Requirements for All Biological Laboratory Work. Biological laboratory work includes, but not limited to, laboratory activities involving: (1) recombinant or synthetic nucleic acid molecules (DNA, RNA); (2) Biological Select Agents and Toxins or 'BSAT'; or (3) biological agents, toxins, surrogates, or other biological materials that are not recombinant, synthetic, or BSAT. Each Recipient and any Recipient institution to be conducting biological laboratory work under this Award must submit copies of the following documentation, as required by the CAPO after review of the TCF(s), for review prior to the initiation of such work:

- a. Research protocol(s), research or project plan(s), standard operating procedures(s), or other detailed description of the biological laboratory work to be conducted;
- b. Documentation of project-specific biosafety review for biological laboratory work subject to such review in accordance with institutional policy;
- c. Institutional or laboratory biosafety manual (may be a related plan or program manual) for each facility/laboratory to be involved in the biological laboratory work;
- d. Biosafety training program description (should be provided as available in existing policies, plans, and/or manuals for all relevant facilities/laboratories where work is conducted);
- e. Documentation of the most recent safety/biosafety inspection(s) for each facility/laboratory where the biological laboratory work will be conducted;

- f. Exposure Control Plan, as applicable;
- g. Documentation from the most recent Occupational Safety and Health Administration (OSHA) or State Occupational Safety and Health Agency inspection report; a copy of the OSHA Form 300 Summary of Work Related Injuries and Illnesses or equivalent, for the most recent calendar year; and documentation of any OSHA citations or notices of violation received in the past five (5) years; and
- h. Documentation from the most recent U.S. Department of Transportation (DOT) inspection report; and documentation of any DOT citations or notices of violation received in the past 5 years.

Requirements for Research Involving Recombinant or Synthetic Nucleic Acid Molecules. Laboratory activities involving recombinant or synthetic nucleic acid molecules research are defined by the NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules, "NIH Guidelines". Each Recipient and any Recipient institution shall conduct all such work in compliance with the NIH Guidelines. In addition to the documentation referenced above, **each facility conducting research activities involving recombinant or synthetic nucleic acid molecules under this Award must submit copies of the following documentation to the CAPO for review prior to the initiation of such activities:**

- a. Institutional Biosafety Committee (IBC) Charter, and/or other available documentation of IBC policies and procedures;
- b. Most recent Office of Biotechnology Activities (OBA) acknowledgement letter of the annual IBCReport;
- c. IBC-approved recombinant or synthetic nucleic acid molecules research protocol(s); and
- d. Documentation of final IBC approval for each recombinant or synthetic nucleic acid molecules research protocol and all subsequent renewals and amendments as they occur.

Requirements for Activities Involving Biological Select Agents and Toxins (BSAT). **Planned activities involving the possession transfer, and/or use of BSAT must be reviewed by the CAPO prior to initiation.** This requirement also applies to activities involving select toxins that fall below the Permissible Toxin Limits, both at facilities registered with the National Select Agent Program and at unregistered facilities. Each Recipient and any Recipient institution shall conduct all BSAT work in compliance with all applicable regulations, including 42 C.F.R. § 73, 7 C.F.R. § 331, and 9 C.F.R. § 121, related entity- and laboratory-specific policies and procedures, and DHS Directive 026- 03, Rev 01, Safeguarding Select Agents and Toxins; and DHS Instruction 026-03-001, Safeguarding Select Agents and Toxins. In addition to the documentation referenced in Section B.1 above, **each facility conducting activities involving BSAT under this Award must submit copies of the following documentation to the CAPO for review prior to the initiation of such activities:**

- a. Current APHIS/CDC Certificate of Registration;
- b. Current versions of the Biosafety, Security, and Incident Response Plans required and reviewed under the Select Agent Regulations; and
- c. Documentation of the most recent annual BSAT facility inspection, as required of the Responsible Official under the Select Agent Regulations.

The Recipient should contact the DHS Program Manager who will work with CAPO to obtain the CAPO Documentation Request Checklist, submit documentation, or request more information regarding the DHS CAPO documentation and compliance review requirements. The CAPO will provide written confirmation of receipt of all required documentation to the designated Point(s) of Contact. The CAPO will evaluate the submitted materials, along with available documentation from any previous reviews for related work at the Recipient and Recipient institution. Additional documentation may be required in some cases and must be submitted upon request. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all requirements have been met.

CAPO review of submitted materials may determine the need for further compliance review requirements, which may include documentation-based and on-site components. The Recipient, and any Recipient institutions conducting biological laboratory work under this Award, must also comply with ongoing CAPO compliance assurance and review requirements, which may include but are not limited to initial and periodic documentation requests, program reviews, site visits, and facility inspections.

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing biosafety or BSAT program issues as identified by the APHIS/CDC National Select Agent Program, other compliance oversight authorities, or institutional-level reviews (e.g., IBC or equivalent, laboratory safety/biosafety inspections); (2) any suspension or revocation of the APHIS/CDC Certificate of Registration; and (3) any for-cause suspension or termination of biological, rDNA, or BSAT activities at the

laboratories/facilities where DHS-sponsored work is conducted.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to applicable DHS requirements for biological laboratory activities. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., BMBL and NIH Guidelines). The Recipient must provide the CAPO with documentation sufficient to illustrate this compliance. The CAPO will evaluate compliance measures for these institutions on a case-by-case basis. The Recipient must not initiate work nor provide funds for the conduct of biological laboratory work under this Award without CAPO's formal written approval.

E. REGULATORY REQUIREMENTS FOR RESEARCH INVOLVING ANIMALS

The Recipient and any Recipient institution shall conduct all research involving animals under this Award in compliance with the requirements set forth in the Animal Welfare Act of 1966 (P.L. 89-544), as amended, and the associated regulations in 9 C.F.R., Chapter 1, Subchapter A; the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (which adopts the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training", 50 FR20864, May 20, 1985); the National Research Council (NRC) Guide for the Care and Use of Laboratory Animals; the Federation of Animal Science Societies (FASS) Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching; and any additional requirements set forth in the DHS Directive for the Care and Use of Animals in Research (026-01). Each Recipient and any Recipient institution planning to perform research involving animals under this Award must comply with the requirements and submit the documentation outlined in this section.

1. Requirements for Initial Review of Research Involving Animals. Research Involving Animals includes any research, experimentation, biological testing, and other related activities involving live, vertebrate animals, including any training for such activities. Each facility conducting research involving animals under this Award must submit copies of the following documentation to the CAPO for review prior to the initiation of such research:

- a. Institutional Animal Care and Use Committee (IACUC)-approved animal research protocol(s), including documentation of IACUC approval, any protocol amendments, and related approval notifications;
- b. Public Health Service (PHS) Animal Welfare Assurance, including any programmatic amendments, and the most recent NIH Office of Laboratory Animal Welfare (OLAW) approval letter for each Recipient and Recipient institution; OR DHS Animal Welfare Assurance, if the Recipient is not funded by the PHS and does not have a PHS Assurance on file with OLAW. Any affiliated IACUCs must be established under the same requirements as set forth in the PHS Policy;
- c. Most recent IACUC semiannual program review and facility inspection reports covering all relevant facilities/laboratories involved in DHS-funded work;
- d. Most recent USDA Inspection report covering all relevant species, facilities/laboratories involved in DHS-funded work; and
- e. Most recent Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) inspection report(s) for AAALAC-accredited institution(s) housing and/or performing work involving animals under this Award.

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the DHS Program Manager who will facilitate engagement with CAPO. Additional documentation may be required in some cases and must be submitted upon request. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met. Upon receipt of this written confirmation, the Recipient may initiate approved animal research projects under this Award but must address any potential compliance issues or concerns identified by the CAPO. Research involving the use of nonhuman primates or international collaborations involving animal research will require more extensive review prior to approval and must not begin under this Award without first obtaining a formal certification letter from the CAPO.

The Recipient, as well as any Recipient institution and partner institutions conducting animal research under this Award, shall also comply with ongoing CAPO compliance assurance functions, which may include but are not limited to periodic site visits, program reviews, and facility inspections.

2. Requirements for Review of Research Involving Nonhuman Primates. For research activities involving any nonhuman primates, each Recipient and any Recipient institutions will be further reviewed by the VMO and CAPO prior to the initiation of work.

3. Requirements for Ongoing Review of Research Involving Animals. For ongoing animal research activities, each Recipient and any Recipient institutions must submit updates to the CAPO regarding any amendments or changes to (including expiration, renewal, or completion of) ongoing animal protocols as they occur and may be required to submit annual updates regarding the ACU program at Recipient and Recipient institutions. Annual updates may include, but are not limited to, the IACUC semiannual (program review and facility inspection) reports, the USDA inspection report, and the most recent AAALAC accreditation letter, as applicable.

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing noncompliance with animal care and use regulations and policies adopted by DHS (as referenced above); (2) any change in AAALAC accreditation status; (3) any USDA Notice of Violation; and (4) IACUC suspension of any animal research activity conducted under this Award.

4. Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to DHS approval for work involving animals. All entities involved in activities under this Award must comply with their own applicable national and regional/local regulations, standards and guidelines. The Recipient must provide CAPO documentation sufficient to illustrate this compliance. The CAPO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving animals at foreign institutions under this Award without formal written approval from the CAPO.

F. REGULATORY REQUIREMENTS FOR LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC)

The Recipient and any Recipient institutions shall conduct all research involving agents and toxins identified in sections III.1 and 6.2.1 of the USG Policy for Oversight of Life Sciences Dual Use Research of Concern and USG Policy for the Institutional Oversight of Life Sciences Dual Use Research of Concern, respectively, in accordance with both policies referenced above and in accordance with any additional requirements set forth in related DHS policies and instructions. Under this award, each Recipient and any Recipient institutions planning to perform research involving agents and toxins identified in sections III.1 and 6.2.1 of the USG DURC policies, regardless of the funding source, must submit the following documentation outlined in this section for CAPO review.

Note that submission of an iDURC form for review is required for any recipient planning to conduct life sciences laboratory work, in order for CAPO to determine applicability of USG DURC policies. Additional documentation may be required once a determination that the submitted work falls within DURC policy is made. Institutions were required to implement the policy on or by September 24, 2015.

1. Requirements for Research Using DURC Agents and Toxins. To ensure compliance with the USG DURC Policies, each facility conducting research involving the agents and toxins identified in sections III.1 and 6.2.1 of the USG DURC Policies, regardless of funding source, must submit the following documentation for compliance review by CAPO prior to approval of funding:

- a. A completed iDURC form and a Statement of Work (or workplan);
- b. Institutional Review Entity (IRE) charter, and/or other available documentation of IRE policies and procedures, to include the contact information for the Institutional Contact for DURC (ICDUR);
- c. Institution's project-specific risk mitigation plan, as applicable;
- d. DURC training or education program description; and
- e. Formal annual assurance of compliance with the USG Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern.

2. Required Notifications to DHS:

- a. Within 30 calendar days of initial and periodic reviews of institutional review of research with DURC potential, notify CAPO of the results, including whether the research does or does not meet the DURC definition.
- b. Report, in writing, any instances of noncompliance and mitigation measures to correct and prevent future instances of noncompliance within 30 calendar days to CAPO.

3. Flowdown Requirements: The Recipient shall include the substance of this section in all sub- awards/contracts at any tier where the sub-Recipient is performing work with agents or toxins identified in sections III.1 of the USG Policy for Oversight of Life Sciences Dual Use Research of Concern and 6.2.1 of the USG Policy for the Institutional Oversight of Life Sciences Dual Use Research of Concern.

The Recipient should contact the DHS Program Manager who will submit documentation or to request more information regarding the DHS regulatory documentation and compliance review requirements as requested by CAPO. CAPO will provide written confirmation of receipt of all required documentation to the DHS Program Manager. CAPO will evaluate the submitted materials. Additional documentation may be required in some cases and must be submitted upon request. CAPO will review all submitted materials and

provide written confirmation to the Recipient once all requirements have been met. Upon receipt of this written confirmation, the Recipient may initiate approved projects under this award.

In order to meet the reporting requirements set forth in section IV.2 of the 2012 USG Policy for Oversight of Life Sciences Dual Use Research of Concern (the biannual DURC Data Call), the Recipient and any Recipient institution shall submit documentation regarding all active, planned or recently completed (within twelve months of the submission) unclassified intramural or extramural activities on Federally-funded or conducted life science research projects biannually on the first Monday in May and November. The Recipient must submit documentation to the DHS Program Manager who will submit to CAPO. Documentation should include an update on all listed activities, including status, all agents or toxins incorporated by strain or surrogate name, performers, contract information, and sites of activities. Documentation should also include any changes to existing or completed projects since the most recent submission, including— but not limited to—the addition of agents, a change in performer, modifications to the scope of work, and/or changes to the technical approach. A supplemental report detailing all work involving low pathogenic avian influenza virus H7N9 (LPAI H7N9) and Middle East Respiratory Syndrome Coronavirus (MERS-CoV).

4. Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to the iDURC policy. The Recipient must provide CAPO documentation sufficient to illustrate this compliance. CAPO will evaluate compliance measures for these institutions on a case-by-case basis. The Recipient must not initiate work nor provide funds for the conduct of biological laboratory work under this Award without CAPO's formal written approval.

G. REGULATORY REQUIREMENTS FOR RESEARCH INVOLVING HUMAN SUBJECTS

The Recipient and any Recipient institutions shall conduct all Research Involving Human Subjects in compliance with the requirements set forth in 45 C.F.R. § 46, Subparts A-D, DHS Directive 026-04, Protection of Human Subjects, and any related DHS policies and instructions prior to initiating any work with human subjects under this Award. Each Recipient and any Recipient institutions planning to perform research involving human subjects under this Award must submit the documentation outlined in this section for CAPO review.

Requirements for Research Involving Human Subjects. Each facility conducting work involving human subjects under this Award is required to have a project-specific Certification of Compliance letter issued by the CAPO. Each Recipient must submit the following documentation to the CAPO for compliance review and certification prior to initiating research involving human subjects under this Award:

1. Research protocol, as approved by an Institutional Review Board (IRB), for any human subjects research work to be conducted under this Award;
2. IRB approval letter or notification of exemption (see additional information below on exemption determinations), for any human subjects research work to be conducted under this Award;
3. IRB-approved informed consent document(s) (templates) or IRB waiver of informed consent for projects involving human subjects research under this Award; and

Exemptions for Research Involving Human Subjects. Exemption determinations for human subject research to be conducted under this Award should only be made by authorized representatives of (1) an OHRP-registered IRB, or equivalent, or (2) the CAPO. Exemption determinations made by an OHRP-registered IRB, or equivalent, should be submitted to the CAPO for review and record-keeping. Program managers, principal investigators, research staff, and other DHS or institutional personnel should not independently make exemption determinations in the absence of an IRB or CAPO review. DHS program managers (or institutions conducting human subjects' research under this Award) seeking an exemption determination from the CAPO should submit a request to STregulatorycompliance@hq.dhs.gov that includes the following:

1. Research protocol or detailed description of planned activities to be conducted under this Award.
2. Identification of the exemption category that applies to the project(s) to be conducted under this Award and explanation of why the proposed research meets the requirements for that category of exemption.

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the CAPO at STregulatorycompliance@hq.dhs.gov. The submitted documentation will be retained by the CAPO and used to conduct a regulatory compliance assessment. Additional documentation may be required in some cases to complete this assessment. The Recipient must provide this documentation upon request, and address in writing any compliance issues or concerns raised by the CAPO before a certification letter is issued and participant enrollment can begin under this Award. The CAPO will review all submitted materials and provide written confirmation to the Recipient once all documentation requirements have been met.

The Recipient and any Recipient institution shall submit updated documentation regarding ongoing research involving human subjects, as available and prior to the expiration of previous approvals. Such documentation includes protocol modifications, IRB renewals for

ongoing research protocols (“Continuing Reviews”), and notifications of study completion.

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing noncompliance with human subjects research regulations and policies adopted by DHS (as referenced above); and (2) suspension, termination, or revocation of IRB approval of any human subjects research activities conducted under this Award.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS and CAPO requirements for research involving human subjects. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions (e.g., 45 C.F.R. § 46, including all Subparts, as relevant). The CAPO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving human subjects at foreign institutions under this Contract without formal written approval from the CAPO.

H. COMPLIANCE WITH U.S. EXPORT CONTROLS

Activities performed by the Recipient and any Recipient institution under this Award may or may not be subject to U.S. export control regulations. The Recipient and any Recipient institution shall conduct all such activities, to include any and all DHS-funded research and development, acquisitions, and collaborations in full compliance with all U.S. export controls—to include but not limited to the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Assets Control (OFAC) Regulations. The Recipient and any Recipient institution will ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data, or other controlled information to a non-U.S. person or entity.

I. CONTROLLED UNCLASSIFIED INFORMATION

The parties understand that information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Recipient is responsible for compliance with all applicable laws and regulations. Nothing in this Award shall be construed to permit any disclosure in violation of those restrictions.

Awards are intended for unclassified, publicly releasable research. The awardee will not be granted access to classified information. DHS does not expect that the results of the research project will involve classified information.

If, however, in conducting the activities supported under an award, the PI or co-PI is concerned that any of the research results involve potentially classifiable information that may warrant Government restrictions on the dissemination.

J. PATENT RIGHTS AND DATA RIGHTS

Patent rights

The Recipient is subject to applicable regulations governing patents and inventions, including government-wide regulations, 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

Invention Disclosure and Related Requirements

The clause at 37 CFR 401.14, “Standard Patent Rights Clauses,” is incorporated by reference herein. 37 CFR 401.14(c)(1) requires the disclosure of each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Under 35 U.S.C. 201(d), an invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the U.S. Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act. Invention disclosure statements shall be made by creating an invention record using the Interagency Edison system website at: <http://www.iedison.gov> .

Data rights

1. General Requirements: The Recipient grants the Government a royalty free, nonexclusive and irrevocable license to

reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in:

- a. Any data that is first produced under this Award and provided to the Government;
- b. Any data owned by third parties that is incorporated in data provided to the Government under this Award; or
- c. Any data requested in paragraph 2 below, if incorporated in the Award.

'Data' means recorded information, regardless of form or the media on which it may be recorded.

2. Additional requirements for this Award.

a. Requirement: If the Government believes that it needs additional research data that was produced under this Award, the Government may request the research data and the Recipient agrees to provide the research data within a reasonable time.

b. Applicability: The requirement in paragraph 2.a of this section applies to any research data that are:

1. Produced under this Award, either as a Recipient or sub-recipient;
2. Published, which occurs either when:

a. The research data is published in a peer-reviewed scientific or technical journal; or

b. DHS publicly and officially cites the research data in support of an agency action that has the force and effect of law.

3. Requirements for sub-awards: The Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Patent Rights and Data Rights) and the DHS Standard Terms and Conditions award term (Copyright).

K. PROGRAM INCOME.

Post-award program income:

In the event program income becomes available to the recipient post-award, it is the recipient's responsibility to notify the DHS Grants Officer to explain how that development occurred, as part of their request for guidance and/or approval. The Grants Officer will review approval requests for program income on a case-by-case basis; approval is not automatic. Consistent with the policy and processes outlined in 2 C.F.R. Part 200.307, pertinent guidance and options, as determined by the type of recipient and circumstances involved, may be approved by the Grant Officer.

If approval is granted, an award modification will be issued with an explanatory note in the remarks section of the face page, concerning guidance and/or options pertaining to the recipient's approved request. All instances of program income shall be listed in the progress and financial reports.

L. PUBLICATIONS

1. All publications produced as a result of this funding which are submitted for publication in any magazine, journal, or trade paper shall carry the following:

- a. Acknowledgement. "This material is based upon work supported by the U.S. Department of Homeland Security under

Grant Award Number, Award No 12345."

b. Disclaimer. "The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Publications).

2. Enhancing Public Access to Publications. DHS Policy explicitly recognizes and upholds the principles of copyright. Authors and journals can continue to assert copyright in DHS-funded scientific publications, in accordance with current practice. The policy encourages authors to exercise their right to give DHS a copy of their final manuscript or software before publication. While individual copyright arrangements can take many forms, DHS encourages investigators to sign agreements that specifically allow the manuscript or software to be deposited with DHS for public posting or use after journal publication.

Institutions and investigators may wish to develop particular contract terms in consultation with their own legal counsel, as appropriate. But, as an example, the kind of language that an author or institution might add to a copyright agreement includes the following: "Journal (or Software recipient) acknowledges that the Author retains the right to provide a final copy of the final manuscript or software application to DHS upon acceptance for Journal publication or thereafter, for public access purposes through DHS's websites or for public archiving purposes."

M. SITE VISITS

The DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the Recipient, or a contractor under this Award, the Recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

N. TERMINATION

Either the Recipient or the DHS may terminate this Award by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the termination. All notices are to be transmitted to the DHS Grants Officer via the email address identified on the Notice of Award. The Recipient's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of this Award will be commenced and processed pursuant to 2 C.F.R. §200.344.

O. TRAVEL

Travel required in the performance of the duties approved in this Award must comply with 2 C.F.R. § 200.

Foreign travel must be approved by DHS in advance and in writing. Requests for foreign travel identifying the traveler, the purpose, the destination, and the estimated travel costs must be submitted to the DHS Grants Officer Sixty (60) days prior to the commencement of travel.

P. CLASSIFIED SECURITY CONDITION

Classified national security information, as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient itself has not been approved for and has access to such information.
2. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified

national security information by the contractor, sub-awardee or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

3. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS 'Standard Operating Procedures, Classified Contracting by State and Local Entities,' dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions.

4. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, sub-award, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

- DHS Office of Security ISPB contact information:
- Email: DD254AdministrativeSecurity@dhs.Gov

Q. GOVERNING PROVISIONS

The following are incorporated into this Award by this reference: Testing of change T&C etc...

31 C.F.R.205	Rules and Procedures for Funds Transfers
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award
Application	Grant Application and Assurances dated 7/28/2023

R. ORDER OF PRECEDENCE

1. 2 C.F.R. Part 200, 'Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.'
2. The terms and conditions of this Award
3. The Funding Opportunity, Reference award face page, Reference award face page
4. Application and Assurances dated 7/28/2023

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2023 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



Homeland Security

DEPARTMENT OF HOMELAND SECURITY

Dear Awardee:

Congratulations on being selected as a 2023 recipient of the FY 2023 Citizenship and Integration Grant Program!

The Department of Homeland Security's Grants and Financial Assistance Division utilizes the GrantSolutions grants management system to manage all financial assistance awards. Please see below for important information regarding account establishment and navigating the system.

GrantSolutions.gov

GrantSolutions is an online Federal grant management system. It provides a venue for the Department of Homeland Security (OPO/GFAD) to work with you, the grantee, to manage your grant. GrantSolutions is a web-based system, therefore you can access information about your grant anywhere you have Internet access. The benefits of this system are:

- Better services to grantees through improved internal coordination of activities;
- Grantees will be better able to manage projects because they will have more access to information held by the Federal government; and
- A more uniform way of processing grants for both grantors and grantees. Please note, that if your organization has grants with other Federal Departments or Agencies that use GrantSolutions, then you may also have access to these grants within your grant portfolio when you login to GrantSolutions.

All grantees will be able to access their grant portfolio, submit continuation applications, submit semi-annual financial status reports, access grant related correspondence, and request amendments through GrantSolutions.

Grantee User Accounts

All users within the GrantSolutions system must have an account established. Please see the following link to access the Grantee User Account form: [Getting Started – Request a User Account - GrantSolutions](#). Accounts should be established for the Program Director, Authorizing Official, and Financial officers at your organization as well as any other users who require access and notifications of award activity. All Grantee User Account forms should be submitted directly to the GrantSolutions Help Desk at help@grantsolutions.gov.

GrantSolutions System Navigation

To help your organization become familiar with the GrantSolutions system, please share the following training link and attached Grantee User Guide with all relevant staff at your organization:

GranteeRecorded Webinar Link = <http://hhs.adobeconnect.com/pr6yl3dk8fqu/>

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

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

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

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 6 includes but may not be limited to: add cost for change of refrigerator and freezer due to discontinued model; add kitchen wall framing and finishes; add concrete curbs; add classroom plumbing and sinks; add video display wall; add sheet metal flashing; add site gas trenching and relocate base plate anchors.

Original Contract Amount:	\$ 47,847,268
Change Order(s) previously ratified:	\$ 1,039,134
Change Order 6 presented for ratification:	\$ 290,136
New Contract Amount:	\$ 49,176,538

Bid 23-31, Kisling Building Modernization, Change Order 1 includes but may not be limited to: add ballast replacement; relocate and replace acoustical ceiling tiles and trim; removal of electrical wiring; add electrical panel; painting of staircase curb and add 208 days to contract duration.

Original Contract Amount:	\$ 504,914
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 21,803
New Contract Amount:	\$ 526,717

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 \$311,939 are available in the Measure M Fund for Bids 22-21 and 23-31.

PREPARED BY: Ann Loorz

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

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

SUPERINTENDENT APPROVAL:





CHANGE ORDER

PROJECT NAME:

Francine and Murray Farber Educational Campus
 2309 Tulare Street, Fresno CA 93721
 Fresno, CA 93704

CHANGE ORDER No. :**006**

DSA File No. :

10-H8

Application No. :

02-118895

CONTRACTOR :

Davis Moreno Construction
 4720 N. Blythe Avenue
 Fresno, CA 93722

DESIGNER'S PROJECT No. :

19-33

FUSD BID/CONTRACT No. :

22-21

CONTRACTOR P.O. No. :

751875

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

The original Contract Sum was	\$ 47,847,268.00
Net change by previously authorized Change Orders	\$ 1,039,133.57
The Contract Sum prior to this Change Order was	\$ 48,886,401.57
The Contract Sum will be adjusted by	\$ 290,135.77
The new Contract Sum, including this Change Order will be	\$ 49,176,537.34
The Contract Completion date prior to this Change Order was	22-Dec-23
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	22-Dec-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:

SIM-PBK.
 7790 N. Palm Avenue
 Fresno, CA 93711

ARCHITECT/ENGINEER:


 By: Michael Schoen

Date: _____

Accepted by:

Davis Moreno Construction
 4720 N. Blythe Avenue
 Fresno, CA 93722

CONTRACTOR:

STEPHEN DAVIS
 By: Stephen Davis

Date: 11/8/2023

Authorized by:

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

OWNER:


 By: Alex Belanger

Date: 11/5/23

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

Item 6-1 **DESCRIPTION OF CHANGE:**
 Replace discontinued refrigerator and freezer with new model numbers. Provide (2) additional wall shelves in Kitchen.

REASON FOR CHANGE:
 Refrigerator and Freezer models in bid documents were discontinued.

CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
 CCR #011-R2, RFI #056, RFI #058, RFI #059

Amount of this Change Order Item:	Increase \$28,431.56
Time adjustment by this Change Order Item:	Increase 0 Days

Item 6-2 **DESCRIPTION OF CHANGE:**
 Revised kitchen walls from partial height (5'-0") to full height framing.

REASON FOR CHANGE:
 Project documents showed partial high walls in kitchen. Full height walls needed to capture kitchen equipment as shown on kitchen drawings

CHANGE CATEGORY:
 Designer E & O.

DOCUMENT REFERENCE:
 CCR #046, RFI #170

Amount of this Change Order Item:	Increase \$21,431.28
Time adjustment by this Change Order Item:	Increase 0 Days

Item 6-3 **DESCRIPTION OF CHANGE:**
 Add concrete curbs at kitchen walls along gridline HH at Building 2000. Add concrete curbs at restrooms 322, 323, and 324 in Building 2000 per CCD 004. Add concrete curbs at exterior wall bump-outs at door 151B in Building 1000.

REASON FOR CHANGE:
 Project Documents did not show concrete curbs in kitchen furred walls, added bathrooms in 2000 or exterior wall bumpouts at door 151B in building 1000.

CHANGE CATEGORY:
 Designer E & O.

DOCUMENT REFERENCE:
 CCR #047, CCR #053, CCR #072, RFI #202

Amount of this Change Order Item	Increase \$8,583.63
----------------------------------	----------------------------

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-4

DESCRIPTION OF CHANGE:

Added plumbing and sinks to classrooms 150, 204, 250, and 251 in Building 1000.

REASON FOR CHANGE:

Plumbing drawings did not show plumbing and sinks in classrooms 150, 204, 250, and 251 as shown on Architectural floor plans.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR #049, RFI #206, Bulletin #018

Amount of this Change Order Item:

Increase \$23,105.88

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-5

DESCRIPTION OF CHANGE:

Add Video Display Wall in Building 2000 Dining Room 301.

REASON FOR CHANGE:

Project documents did not include a Video Display and corresponding AV closet in the Dining Room of Building 2000.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR #060-R1, Bulletin #019

Amount of this Change Order Item:

Increase \$160,045.79

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-6

DESCRIPTION OF CHANGE:

Add sheet metal flashing at clerestory windows in Building 2000.

REASON FOR CHANGE:

Project drawings did not provide flashing detail for clerestory windows.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR #065-R2, RFI #243

Amount of this Change Order Item:

Increase \$11,611.51

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-7

DESCRIPTION OF CHANGE:

Add gas piping, trench and backfill for PG&E gas service from S. ninth Street to new utility yard.

REASON FOR CHANGE:

Gas service installation was installed by site contractor to avoid a delay to the project

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

CCR #052-R1, CCR # 061-R1, Bulletin #016, SI #003

Amount of this Change Order Item:

Increase \$35,590.18

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-8

DESCRIPTION OF CHANGE:

Relocate base plate anchors at Main Lobby curtainwall in Building 1000.

REASON FOR CHANGE:

Relocate anchor base plates for the curtain wall in the SE corner of the lobby

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR #073, CCD #004

Amount of this Change Order Item:

Increase \$1,335.94

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$290,135.77

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Francine and Murray Farber Ed. Campus

Date: 10/30/23

DSA #: 02-118895

Contractor: Davis Moreno

BID #: 22 - 21

Architect: PBK Architects

Change Order: # 006

Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 47,000,000.00	\$	47,000,000.00
		\$	-
Additive Alternate 1:	\$ 103,299.00	\$	103,299.00
Additive Alternate 2:	\$ 721,593.00	\$	721,593.00
Additive Alternate 3:	\$ 22,376.00	\$	22,376.00
Additive Alternate 4:		\$	-
Total Agreement Amount:		\$	47,847,268.00

Contract Adjustments:

Total Contract Amount								\$	47,847,268.00
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	\$ 3,189.64	\$ -	\$ 5,477.09	\$ 13,449.21		\$ 22,115.94			
CO # 002	\$ 1,836.15	\$ 7,966.96	\$ -	\$ 117,293.39	\$ -	\$ 127,096.50			
CO # 003	\$ 63,617.04	\$ -	\$ -	\$ 32,718.73	\$ 33,673.66	\$ 130,009.43			
CO # 004	\$ 96,114.69	\$ 19,715.09	\$ -	\$ 17,551.54	\$ 406,708.12	\$ 540,089.44			
CO # 005	\$ 19,076.54	\$ -	\$ -	\$ 200,745.72	\$ -	\$ 219,822.26			
CO # 006	\$ 35,590.18	\$ -	\$ 28,431.56	\$ 226,114.03		\$ 290,135.77			
CO # 007						\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Totals:	\$ 219,424.24	0% \$ 27,682.05	0% \$ 33,908.65	0% \$ 607,872.62	1% \$ 440,381.78	0.5% \$ 1,329,269.34	\$	1,329,269.34	2.8%
Total Contract Amount with Adjustments							\$	49,176,537.34	



CHANGE ORDER

PROJECT NAME:

Kisling Building Modernization
1301 M Street
Fresno, CA 93721

CHANGE ORDER No. :**001**

DSA File No. :

N/A

Application No. :

N/A

CONTRACTOR :

Better Enterprises Inc
PO Box 6139
Fresno, CA 93703

DESIGNER'S PROJECT No. :

N/A

FUSD BID/CONTRACT No. :

23-31

CONTRACTOR P.O. No. :

01-06

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

The original Contract Sum was	\$	504,913.88
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	504,913.88
The Contract Sum will be adjusted by	\$	21,802.96
The new Contract Sum, including this Change Order will be	\$	526,716.84
The Contract Completion date prior to this Change Order was		8-May-23
The Contract Time will be adjusted by		(208) Calendar Day
The new Contract Completion date, including this Change Order is therefore		2-Dec-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:**

N/A

ARCHITECT/ENGINEER:

Better Enterprises Inc.

CONTRACTOR:

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

OWNER:

By: _____

By: Marc Kerkochian, owner

By: Alex Belanger | Asst. Sup.

Date: _____

Date: 11/15/2023

Date: 11/15/23



CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:

Ballasts in existing fixtures were removed and replaced

REASON FOR CHANGE:

Existing light fixture ballasts that were defective, needed to be replaced.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

CO 001

Amount of this Change Order Item:

Increase \$ 7,363.13

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

At storage room on the East side of the building, replace mismatched t-bar trim and missing ceiling tiles

REASON FOR CHANGE:

Ceiling T-bar and tiles were mismatched in the East storage room.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 002

Amount of this Change Order Item:

Increase \$ 979.45

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:

Remove electrical and low voltage wires from wall in the southwest corner office.

REASON FOR CHANGE:

Electrical and low voltage wires needed to be removed to add a new door into southwest corner office.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 3

Amount of this Change Order Item:

Increase \$ 1,277.43

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Relocate ceiling tiles from dining room and storage to main office area.

REASON FOR CHANGE:

It was necessary to relocate ceiling tiles from the dining and storage rooms to match the existing main office ceiling tiles. New ceiling tiles to match were a long lead item.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 4

Amount of this Change Order Item:

Increase \$ 4,596.90

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5

DESCRIPTION OF CHANGE:

Added new electrical sub panel to support added circuits

REASON FOR CHANGE:

More work stations were added than originally existed. More electrical receptacles were needed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 5

Amount of this Change Order Item:

Increase \$ 6,517.67

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-6

DESCRIPTION OF CHANGE:

Painted staircase curb at the entry staircase from ground floor to second floor.

REASON FOR CHANGE:

After adding the new carpet on the stair treads, the curbing needed to be painted due to worn paint.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COR 6

Amount of this Change Order Item:	Increase	\$	1,068.38
Time adjustment by this Change Order Item:	Increase		0 Days

Item 1-7

DESCRIPTION OF CHANGE:

Add (208) two hundred and eight calendar days to the contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect nothing in this Change Order shall constitute a waiver by FUSD of any and all rights it has under the Contractor or applicable law. No compensation is due to the Contractor for additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate project close - out activities.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase	\$	-
Time adjustment by this Change Order Item:	Increase		208 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$	21,802.96
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE		208 Days

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: *Kisling Building Modernization*

Date: 11/14/23

Contractor: Better Enterprises

DSA #: N/A

Architect: N/A

BID #: 23-31

Change Order: 01

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 504,913.88
Base Bid:		\$ -
Additive Alternate 1:		\$ -
Additive Alternate 2:		\$ -
Additive Alternate 3:		\$ -
Additive Alternate 4:		\$ -
Total Agreement Amount:		\$ 504,913.88

Contract Adjustments:

Total Contract Amount										\$ 504,913.88			
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>							
<i>CO #001</i>	\$ -	\$ -	\$ 21,802.96	\$ -	\$ -	\$ 21,802.96							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Totals:	\$ -	0%	\$ -	0%	\$ 21,802.96	4%	\$ -	0%	\$ -	0%	\$ 21,802.96	\$ 21,802.96	4.3%
Total Contract Amount with Adjustments											\$ 526,716.84		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM B-23

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Safety and Security Investments and Strategic Planning Update

ITEM DESCRIPTION: Staff will provide an update on key safety and security investments made for the 2023-24 school year including personnel, training, equipment, physical building security and Safe Routes to School. The Safety and Security team will also provide an update on strategic plans around school and facility safety.

FINANCIAL SUMMARY: No fiscal impact to the district at this time.

PREPARED BY: Amy Idsvoog

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

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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







Fresno Unified
School District



ACHIEVING
our **GREATEST**
Potential!

Safety and Security Update

December 13, 2023 Board Meeting

12/7/2023

Reimagining Safety



Identified Priorities

Professional Development: Build Capacity

- District Safety Team
- Departments
- Sites
- Campus Safety Assistants
- Students

Communication: Clarity and Confidence

- District, Sites, Departments
- Families/Community

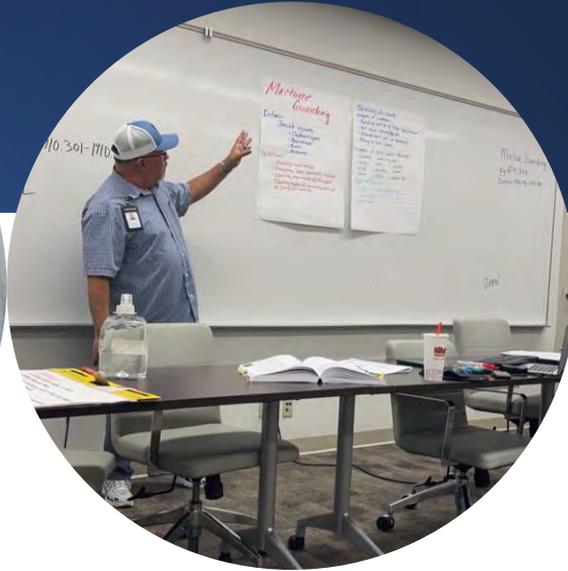
Equipment

***Building Safety and Security**

***Feedback and Data**

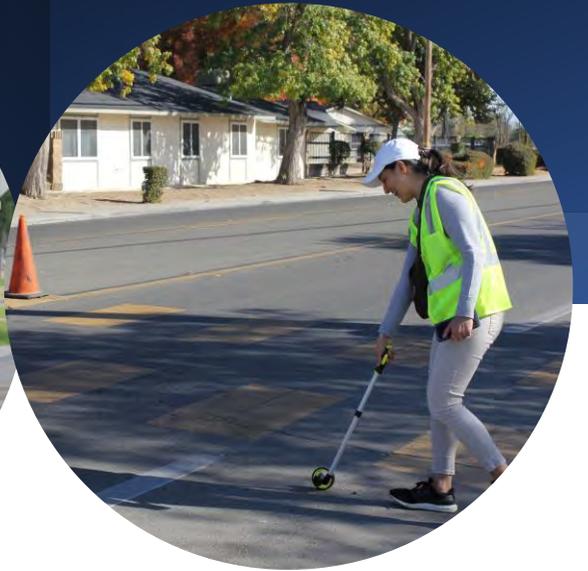


Board Investments



- **Expanding Safety** and Security Department
- **Increased training** for Campus Safety Assistants and 2 additional buyback days
- **Added Campus Safety Assistants** at 32 elementary sites and 4 Comprehensive High Schools (part of a phased in approach)

Investments Continued



- Finalized proposals and contracts to move forward with out **Vaping Sensor Pilot**– (8 sites)
- Early stages of bidding process for **cafeteria cameras** at 20 elementary sites
- 5 Star Student electronic hall pass system at all secondary sites is in place
- **Safe Routes to School Assessments and community meetings** have begun (8 of the 15 sites)

Safe Routes Outreach

November Assessments

- Computech
- Duncan
- Herrera
- Hoover
- Lincoln
- Tioga
- Scandinavian
- Vang Pao

Community Outreach

- Transportation Summit- Oct. 27
- SAB – Oct. 31
- School Choice Expo- Nov. 7
- Hoover – Nov. 13
- McLane – Dec. 4
- Kings Canyon – Dec. 5
- Computech – Dec. 12
- Cooper – Jan. 16
- Roosevelt – Jan. 18
- Bullard – Jan. 22

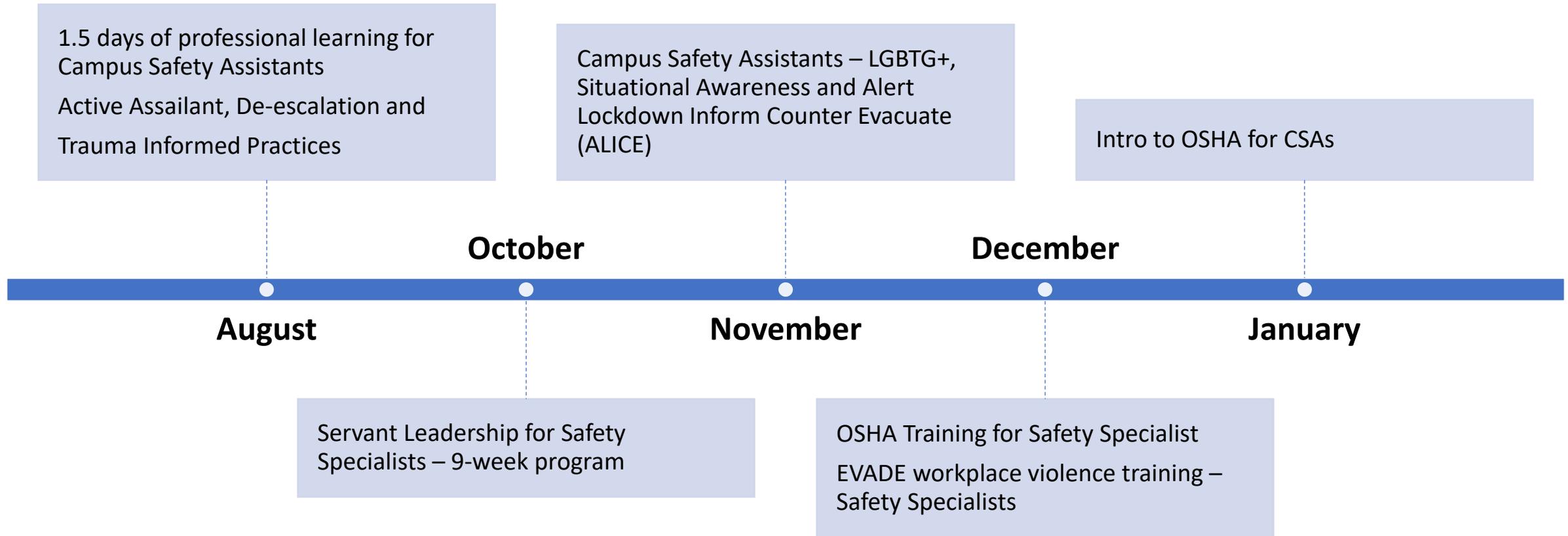
January Assessments

- Bullard
- Cooper
- Kings Canyon
- McLane
- Roeding
- Roosevelt
- Wawona

Our Safety and Security Mission - *Draft*

The mission of the Safety and Security Office is to ensure a safe and secure learning environment for all students, staff, and visitors within our diverse and vibrant educational community. We are committed to safeguarding the physical, emotional, and intellectual well-being of every individual, fostering a culture of trust, respect, and inclusivity in alignment with the core values and goals of the Fresno Unified School District.

Campus Safety Assistant and Safety Specialist Professional Learning



Communication Improvements

Created an employee recognition program – Golden Nugget

Launching a :60 Health and Safety video series beginning in January

Coordinating a Principal Advisory group

Developing policy and procedures

Reviewing campus safety assistant job descriptions and safety expectations





Equipment

- Purchased replacement AEDs for sites and district offices
- Purchased new emergency red bags and bleeding control kits for sites
- Winter gear for Campus Safety Assistants
- Distributing “Slow in School Zone” signage

Facility Safety Action Items



Conducting facility safety walks



Initiated District office building safety trainings for staff



Begin work to create Facility Safety Plans



Completed additional 10-12 added cameras at comprehensive high schools



Completed Access Control project (phase 1) at Ed Center

Future Plans – Where We're Headed

- Implement new **reporting tool** to acquire data and make real time improvements
 - Update Campus Safety Assistant **Handbook**
 - Launch :60 Health and Safety Minute **video series**
 - Apply for **transportation grants** for Safe Routes to School
- Implement **crisis debriefing form** to coordinate a more effective review within 48 hours
- Utilize **Principal Focus Group** to develop new professional learning opportunities and update procedures
 - Evaluate and update safety related **board policies**
 - Finalize **facility safety plans**

Impacted by Budget Reductions

- Change CSA implementation plan from **two years to three-years**
- **Raptor expansion** for school site Emergency Notification System
- Purchase and implement **weapon detection system** at athletic stadiums
- Research and develop plan for increasing **Safety Specialists training and resources**
 - Expand **access control** at Ed Center and district facilities
 - Analyze data from **vaping pilot expansion**

QUESTIONS

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM B-24

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss and Approve

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

TITLE AND SUBJECT: Discuss and Approve Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections

ITEM DESCRIPTION: California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members.

Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting.

The role of a voting representative is to attend the Fresno County School Trustees' Association dinner meeting in October and vote, on behalf of the district, for persons seeking election to the Fresno County Committee on School District Organization. The failure of your designated voting representative or the designated alternate to attend the meeting will prevent the district from participating in the election.

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.







Fresno County Superintendent of Schools

Dr. Michele Cantwell-Copher, Superintendent

MEMORANDUM

Via Email

To: School District and Community College District Governing Boards
c/o Superintendents and Chancellors

From: Benjamin C. Rosenbaum
Legal Counsel

Date: November 9, 2023

Re: Appointment of Board Member Voting Representative for Fresno
County Committee on School District Organization Elections

This memorandum is sent on behalf of the Fresno County Superintendent of Schools and serves as a courtesy reminder regarding your governing board's duty to appoint one of its members to be a voting representative who will vote on behalf of the district in the next Fresno County Committee on School District Organization ("FCCSDO") election in the Fall of 2024.

Based upon Education Code, sections 35023 and 72403, **at your annual organizational meeting this December** your district's governing board must select a board member to be your district's voting representative who will represent the district in the next election of FCCSDO members. Additionally, pursuant to FCCSDO policy, your board may also select a second governing board member to serve as your district's alternate representative should your selected representative be unable to perform the task of voting. Enclosed, please find voting representative certificates for your use. **The selection of your voting representative(s) must be done by a nomination and vote of your board as an action item during your annual organizational meeting.** The role of your voting representative will be to vote on behalf of your district in next year's election for persons seeking election to the FCCSDO. The failure of your designated voting representative or the designated alternate to vote next October will prevent the district from participating in the election. Immediately following your annual organizational meeting, please complete and return both of the attached voting certificates to:

Fresno County Superintendent of Schools
Attn: Angelica Perea-Gutierrez
1111 Van Ness Avenue
Fresno, CA 93721

If you have any questions, please contact FCCSDO staff at (559) 265-3003.

Enclosure: Voting Representative Certificates

00152018.DOCX

2023
VOTING REPRESENTATIVE CERTIFICATE

Representative _____

District Name _____

(The above board member will vote on Fresno County Committee on School District Organization candidates at the next election that will be held in the Fall of 2024 - Ed. Code §§ 35023, 72403)

Signature _____
(Board Clerk/Secretary)

2023
ALTERNATE VOTING REPRESENTATIVE CERTIFICATE

Alternate
Representative _____

District Name _____

(Should the District's Voting Representative not be available, the board member named above will vote on Fresno County Committee on School District Organization candidates at the next election that will be held in the Fall of 2024 - Ed. Code §§ 35023, 72403)

Signature _____
(Board Clerk/Secretary)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM B-25

AGENDA SECTION: B

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Discuss and Approve Appointment to the Delegate Assembly of the California School Boards Association

ITEM DESCRIPTION: Included in the Board binders is information pertaining to appointment to the Delegate Assembly of the California School Boards Association (CSBA). Each year member boards elect and/or appoint representatives to the Delegate Assembly of CSBA. According to CSBA's Bylaws and Standing Rules, districts with an ADA of 30,000 or above qualify to appoint or reappoint representative(s) from their Board to the Delegate Assembly for a two-year term ending March 31, 2026.

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

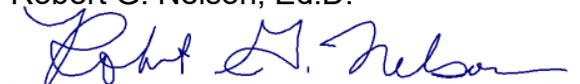
PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM C-26

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive 2022/23 School Facility Fee Public Information Report

ITEM DESCRIPTION: Included in the Board binders is the 2022/23 School Facility Fee (Developer Fee) Public Information Report. School districts are authorized to levy fees on residential and commercial/industrial development for the purpose of mitigating impacts on school facilities as a result of the development. Fresno Unified utilizes school facility fee revenue to support projects including providing student housing through modular classrooms. The district's current school facility fees, approved by the Board on June 15, 2022, and effective August 14, 2022, are:

- \$4.79 per square foot for residential construction
- \$0.78 per square foot for commercial/industrial construction

Government Code requires certain public information regarding the fees collected to be presented annually. The 2022/23 School Facility Fee Public Information Report provides the required information.

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

PREPARED BY: Alex Belanger

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

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

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





FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

2022/23 SCHOOL FACILITY FEE PUBLIC INFORMATION REPORT

Introduction

Government Code Sections 66001 and 66006 require school districts to provide public information regarding the fees collected for school facilities as a condition of development approved in accordance with Government Code Section 53090. This report provides the public information.

Summary of the School Facility Fee Program

In accordance with Education Code 17620 and Government Code Section 65995, school districts are authorized to levy fees on new residential and commercial/industrial construction for the purpose of providing school facilities necessitated by the new development. These fees are commonly referred to as “school fees” or “developer fees.” The fee revenue cannot be used for regular maintenance or routine repair of school buildings.

Government Code Section 65995 provides for adjustment of the fees every two years, based upon the change in the Class B construction cost index as determined by the State Allocation Board. The rates approved by the Board of Education on June 15, 2022, became effective August 15, 2022 for the two-year period:

- \$4.79 per square foot for residential construction
- \$0.78 per square foot for commercial/industrial construction

Purpose of the School Facility Fee

Fresno Unified utilizes school facility fee revenue to support construction and reconstruction projects, including providing student housing through relocatable classrooms, and to pay administrative, legal, and planning costs.

Required Relationship between the Fees and the Purpose

Fresno Unified is responsible to show the nexus between development within the district and the need to collect school fees to mitigate the impact of the development. New residential and commercial/ industrial development generates additional students who require additional school facilities. Specifically, the square footage of the new developments has a direct relationship to the number of students generated and therefore to the facilities that must be added to accommodate these students.

As reported in the Development Fee Justification Study dated May 2022, and provided to the Board of Education, the district’s current enrollment exceeds the capacity of existing school facilities. The Study indicates that over the next five years new residential and commercial/industrial development will generate approximately 512 students for whom additional facilities must be provided.

Furthermore, the cost to provide these additional facilities exceeds the amount of the fees, which are collected on the construction that generates the students. Thus, there is a direct relationship between the school facility fee and the purpose of levying the fee.

FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Statutory Requirements to Provide the Public with Specific Findings Annually

Pursuant to Government Code Section 66006, Fresno Unified is required to make available to the public the following information:

- Brief description of the type of fee
- Amount of the fee
- Beginning and ending balance of the fees
- Total amount of the fees collected and any interest earned
- Identification of each public improvement on which fees were expended
- Identification of an approximate date by which construction of the public improvement will commence if the local agency determines sufficient funds have been collected to complete financing on an incomplete public improvement
- Description of each inter-fund transfer or loan made from the account or fund
- Amount of any refund made

Five-Year Fund Activity and Fund Balance

Fiscal Year	Beginning Balance	Fees Collected	Interest Income	Expense	Unrealized Fair Value Adjustment	Ending Balance
2018/19	550,943	2,041,521	35,856	(166,093)		2,462,227
2019/20	2,462,227	1,779,536	67,186	(1,739,520)		2,569,429
2020/21	2,569,429	942,297	28,363	(2,576,093)		963,996
2021/22	963,996	1,607,471	14,504	(1,163,165)	(61,590)	1,361,216
2022/23	1,361,216	2,203,680	63,761	(99,477)	(106,972)	3,422,208

Improvements Funded with School Facility Fees in 2022/23

Improvement	Cost	% Funded by Fees	Substantial Completion
Facility Adjustments to accommodate changes in student enrollment	31,309	100%	Summer & Fall 2023
Professional Services	2,058	100%	N/A
Administration costs (3%)	66,110	100%	N/A

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Incomplete and Planned Projects to be funded with School Facility Fees

Improvement	Project Commencement	Project Amount	Amount to be Funded by Fees	Targeted Completion
Facility adjustments to accommodate changes in student enrollment	As needed	Unknown	Unknown	As needed

Inter-fund Transfers or Loans Made from Fund in 2022/23

None

Refunds Made or Revenues Allocated in 2022/23

Refunds \$6,728.18

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM C-27

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive List of Board Member Committees and Organizations

ITEM DESCRIPTION: Included in the Board binders is the current list of committees and organizations to which Board Members are appointed each year. An updated list of Board Member appointments to committees and organizations will be back for consideration in January 2024.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Department Name
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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





Fresno Unified School District – Board Committee Assignments for 2024

Organization	2023 Representative	2024 Representative
<p>Board Bylaw Sub-Committee</p> <ul style="list-style-type: none"> • Meeting Dates: As necessary • Purpose: The purpose of this sub-committee is to review and revise Board Bylaws and to make recommendations as needed to the Board of Education. 	CAZARES ISLAS LEVINE	
<p>California School Boards Association Delegate Assembly</p> <ul style="list-style-type: none"> • Meeting Dates: Twice a year, in May and December, prior to the CSBA Annual Conference • Purpose: The Delegate Assembly is the primary policy-making body of the CSBA. This group elects the officers and directors of the Association, establishes procedures for the adoption and periodic resolutions of the Delegate Assembly, and transacts any other business that may come before it. 	THOMAS Elected 12/15/21 Term 04/01/22 to 03/31/24 CAZARES Appointed 09/28/22 Term 04/01/22 to 03/31/24	ISLAS Appointed 01/11/23 Term 04/01/23 to 03/31/25
<p>Council of the Great City Schools</p> <ul style="list-style-type: none"> • Meeting Dates: The Council holds an annual conference in the fall of each year as well as an annual legislative session at the beginning of each calendar year. • Purpose: This is a membership organization composed of 76 of the largest urban school districts in the United States. The Council is organized to study, develop, implement, advocate, and evaluate programs to improve the quality of and opportunities for public education in the nation’s major cities. 	DAVIS WITTRUP	
<p>Dailey Elementary Charter School Board of Directors</p> <ul style="list-style-type: none"> • Meeting Dates: Monthly on the 2nd Tuesday of every month at 5PM • Purpose: The Board of Directors is comprised of Board representatives from Fresno Unified, Superintendent, and community and business representatives and meets to decide on issues relating to the oversight of the Charter School. One-year term. 	DAVIS LEVINE	

Fresno Unified School District – Board Committee Assignments for 2024

Organization	2023 Representative	2024 Representative
<p>District Audit Committee</p> <ul style="list-style-type: none"> Meeting Dates: Meets 4 times a year from 9AM to 12PM Purpose: To ensure that the highest levels of internal controls are maintained in order to assure that the work of the district is carried out in an efficient and economical manner. 	DAVIS JONASSON ROSAS WITTRUP	
<p>Facilities Corporation</p> <ul style="list-style-type: none"> Meeting Dates: Once a year (February or March) Purpose: The Corporation is a non-profit corporation organized under the General Nonprofit Corporation Law of the State of California to provide financial assistance to Fresno Unifies, a public district of the State of California, by financing the acquisition, construction, improvement and remodeling of public-school buildings and facilities for the district. 	DAVIS WITTRUP	
<p>Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization</p> <ul style="list-style-type: none"> Meeting Dates: Once a year called by the County Superintendent for the purpose of voting representative to replace a vacancy or vacancies on the committee Purpose: The function of this committee is to consider petitions from school districts or voters concerning the reorganization of school districts, i.e., increasing boards, creating trustee areas, and/or transferring territories from one district to another. This committee also calls hearings on these matters and either makes recommendations to the State Board of Education or calls for specific matters to be placed on the ballot for local elections. 	CAZARES LEVINE (A)	
<p>Fresno Regional Occupational Program (ROP)</p> <ul style="list-style-type: none"> Meeting Dates: Every 3rd Wednesday of every other month at 3PM – total of 5 meetings per year Purpose: This program is administered by the County Schools Office and is a training program for students aged 16 through adult. Some of the functions of the ROP Board include approving new courses and hearing concerns regarding curriculum and financial issues. Can have up to three board members. 	THOMAS	

Fresno Unified School District – Board Committee Assignments for 2024

Organization	2023 Representative	2024 Representative
<p>District Legislative Committee</p> <ul style="list-style-type: none"> • Meeting Dates: First Thursday of the month (except July) from 12PM to 1:30PM <p>Purpose: These representatives are responsible for monitoring legislation of interest to or affecting school districts and reporting back to the Board of Education. Occasionally, CSBA will request school districts through their legislative representatives to support or oppose certain legislation. Can have up to three board members.</p>	ISLA LEVINE THOMAS	
<p>JPA Board of Directors for Center for Advanced Research & Technology (CART)</p> <ul style="list-style-type: none"> • Meeting Dates: Monthly on the 2nd Tuesday from 4PM to 6PM at CART <p>Purpose: This Board, comprised of Board representatives, Superintendents, community & business representatives from both Clovis and Fresno Unified School Districts, meets to decide on issues relating to the establishment and oversight of the CART facility.</p>	WITTRUP	
<p>School Liaison Act Committee</p> <ul style="list-style-type: none"> • Meeting Dates: Twice a year (TBD) <p>Purpose: This Committee will meet with a goal of developing policies and practices that will improve communication between the City of Fresno and the local school governing boards of Fresno, Clovis, Sanger and Central Unified School Districts.</p>	JONASSON ROSAS ISLAS CAZARES (A)	

(A) Alternate

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 13, 2023,

AGENDA ITEM C-28

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of August 01, 2023, through October 31, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 01, 2023, through October 31, 2023 in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services Office
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor
Chief of Staff

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







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between August 1, 2023 and October 31, 2023

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	76	29	26	21.71
Uniform Complaint Procedures (UCP)	1	1	1	0
Williams Uniform Complaints	1	0	1	25.0
Requests for Information or Service	953	2	15	1.25
Special Education Requests	53	0	4	4.25
Other Complaints	32	0	3	1.62
Public Records Act Request	45	2	19	3.95
TOTAL	1161	34	69	2.44