



**Amended Agenda
January 20, 2023
Noted on Pages 4 & 5**

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

**AGENDA
JANUARY 25, 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 to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

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

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

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board President announces the specific agenda item.

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

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

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

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. Director
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Rupinder Sandhu v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2012-0740; 2005-0200
 - b. Paula Alarcon v. Fresno Unified Workers' Compensation
Fresno Unified Case No. WC20-0908-5090

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

PLEDGE OF ALLEGIANCE

Board President Islas will lead the flag salute.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives from Fresno High School. Contact person: Dr. Natasha Baker, 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 enacted by one motion. There will be no separate discussion of items unless a Board member so 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 January 11, 2023, Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the January 11, 2023, Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Dr. Robert G. Nelson, telephone 457-3884.

A-4, APPROVE Budget Revision No. 3 for Fiscal Year 2022/23

Included in the Board binders is Budget Revision No. 3 for fiscal year 2022/23. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 3 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards. The Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$147.1 million on June 30, 2023. Contact person: Patrick Jensen, telephone 457-6226.

A-5, APPROVE 2022/23 Certificated Management Salary Schedules and Movement of Incumbents for Current Principal I, Current Manager II/Principal I (Fulton School), and Current Manager II (Adult Transition Program) to Principal II

Included in the Board binders are the 2022/23 Certificated Management Salary Schedules and Movement of Incumbents for Current Principal I, Current Manager II/Principal I (Fulton School), and Current Manager II (Adult Transition Program) to Principal II. The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools. The Superintendent recommends approval. Fiscal impact: There are sufficient funds available in the district budget at this time. Contact person: David Chavez, telephone 457-3548.

A. CONSENT AGENDA - continued

~~A-6, APPROVE 2022/23 Classified Hourly, Classified Management 261 Duty Days, Supplemental Services Contracts Rates of Pay, and Extra Pay/Extra Services Salary Schedules~~

~~Included in the Board binders are the 2022/23 Classified Hourly, Classified Management 261 Duty Days, Supplemental Services Contracts Rates of Pay, and Extra Pay/Extra Services Salary Schedules. The Classified Hourly and the Supplemental Services Contracts Rates of Pay salary schedules reflect the minimum wage increase for 2023. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.~~

ITEM PULLED BY STAFF

A-7, APPROVE Award of Request for Proposals 23-22, Fresh Bread Products with Site Delivery Services

Included in the Board binders is information on Request for Proposals (RFP) 23-22, to provide fresh bread products with site delivery services served in the district's school meal programs. The RFP establishes fixed pricing for whole grain rich fresh bread products: hamburger buns, hot dog buns, sandwich bread, dinner rolls, deli rolls and English muffins for delivery to the Nutrition Center and middle and high schools. Staff recommends award of Schedule 1 and Schedule 2 to the best value vendor: Bimbo Bakeries USA (Rocklin, California) \$408,506 estimate. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$408,506 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-8, DENY Claim GL22-1210-8219

Included in the Board binders is a Claim for Damages by Mary H. Macias, case GL22-1210-8219. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-9, RATIFY Agreement with Enome Inc.

Included in the Board binders is a five-year agreement with Enome Inc. The vendor will provide access to Goalbook Toolkit, professional learning, and coaching for up to 660 special education staff that prepare Individualized Education Programs. The agreement began July 15, 2022 and will end on June 30, 2027. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$1,767,150 are available in the Special Education budget. Contact person: Dr. Natasha Baker, telephone 457- 3731.

A-10, RATIFY Agreement with Leadership Associates

Included in the Board binders is a request to ratify an agreement with Leadership Associates to provide technical support for the use of California Longitudinal Pupil Achievement Data System (CALPADS). The Superintendent recommends

A. CONSENT AGENDA - continued

ratification. Fiscal impact: Sufficient funds in the amount of \$14,500 are available in the Chief Academic Office budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

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

B-11, PRESENT and DISCUSS Highlights and Impact of Student Mentoring Programs

In recognition of National Mentoring Month, staff, students, and mentors will present highlights of district mentoring programs and share the impact the programs have had on students. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

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

B-12, PRESENT and DISCUSS Overview of Governor's 2023/24 Proposed State Budget

Governor Newsom released his 2023/24 Proposed State Budget on January 10, 2023. Staff will present an overview of the 2023/24 Proposed State Budget and the district's preliminary strategic budget development to the Board of Education on January 25, 2023. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

**NEXT SCHEDULED BOARD MEETING
WEDNESDAY, FEBRUARY 08, 2023**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 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,
Executive Director

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

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

SUPERINTENDENT APPROVAL:





Fresno Unified School District

Date: January 25, 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 2022-2023.

ELECTIONS

Certificated Personnel

1082900	Christiansen	Erilynne	Teacher, Music, Elementary	Music/Visual and Perform Arts	1/9/2023
1082896	De La Cerda	Shannon	Teacher, Lrng Hndcp, Sdc	Special Ed	1/9/2023
1076145	Espinosa	Jacquelyn	Teacher, Bilingual	Centennial Elementary	1/9/2023
1077564	Falasco	Rhiannon	Teacher, Elementary	Delmar Elementary	1/9/2023
1063695	Fulford	Michael	Teacher, Senior High	Edison High School	10/3/2022
1079344	Lopez	Samuel	Teacher, Middle School	Fort Miller Middle School	1/9/2023
1082391	Metz	Lee-jessica	Teacher, Lrng Hndcp, Sdc	Hoover High School	1/9/2023
1081364	Munoz	Clara	Teacher, Senior High	Sunnyside High School	1/9/2023
1079726	Santos	Jessica	Teacher, Elementary	Calwa Elementary	1/9/2023
1082484	Schroer	Noemi	Teacher, Middle School	Kings Canyon Middle School	1/9/2023
1082840	Vang	Justin	Teacher, Middle School	Sequoia Middle School	1/9/2023
1078728	Wood	Tyler	Teacher, Senior High	Sunnyside High School	1/9/2023

Classified Personnel

1082893	Cabrera	Rolando	Specialist, Tech Support I	Technology Services	1/3/2023
1081690	Casillas	Ashley	Assistant, School Office	Roeding Elementary	1/9/2023
1081151	Centeno Santillan	Ruth	Liaison, Home/School Spanish	Tehipite Middle School	1/9/2023
1064681	Cruz	Maria	Custodian	Fort Miller Middle School	1/4/2023
1082901	Dorsey	Tyellesse	Paraprof, Early Chldhd Mil/Mod	Del Mar Elementary	1/16/2023
1081458	Fernandez Agreda	Estela	Liaison, Home/School Spanish	Greenberg Elementary	1/13/2023
1060766	Gonzales	Joseph	Paraprof, Mild/Moderate	Leavenworth Elementary	1/11/2023
1031515	Gonzalez	Anita	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	1/9/2023
1079617	Guzman-Chaidez	Anahi	Paraprof, Instructional Asst	Lawless Elementary	12/15/2022
1076395	Her	Emylee	Nurse, Vocational License	Health Services	1/17/2023
1080132	Her	Niayia	Custodian	Yosemite Middle School	12/12/2022
1081869	Lane	Denice	Assistant, School Office	Sunnyside High School	1/9/2023
1082892	Leyva Lopez	Luis	Specialist, Tech Support II	Technology Services	1/3/2023
1076850	Martinez	Atlai	Paraprof, Mild/Moderate	Homan Elementary	1/9/2023
1082899	Martinez	Crystal	Paraprof, Moderate/Severe	Figarden Elementary	1/9/2023
1049331	Martinez	Lupe	Assistant, Office II	Plant Operations	1/11/2023
1082889	Moua	Billy	Specialist, Tech Support I	Technology Services	1/3/2023
1082324	Murillo	Laura	Liaison, Sch/Community Spanish	Duncan Polytechnical	1/9/2023
1080920	Ortega Martinez	Jose	Custodian	Packaging Center	12/13/2022
1082377	Perez	Kayla	Paraprof, Instructional Asst	Ericson Elementary	1/9/2023
1078290	Ramos	Eduardo	Custodian	Yosemite Middle School	12/16/2022
1079933	Uribe	Precious	Paraeducator, Community Based	Lane Elementary	1/9/2023
1050709	Vang	See	Paraprof, Mild/Moderate	Roosevelt High School	1/9/2023
1064384	Xiong	Alan	Custodian	Sequoia Middle School	12/20/2022

1082657	Yang	Chou	Liaison, Home/School Hmong	Multi-Lingual/Multi-Cultural	12/27/2022
1079223	Yang	Christopher	Custodian	Vang Pao Elementary	1/9/2023
1082886	Yang	Jennifer	Paraprof, Moderate/Severe	Special Ed	1/9/2023
1066028	Yang	Judy	Nurse, Vocational License	Health Services	1/9/2023

Management Classified

1082924	Burrough	Brandon	Manager, Facilities Project	Facilities Mgmt & Planning	1/11/2023
1082897	Salazar	Jaimes	Analyst II, Fiscal Services	Fiscal Services	1/9/2023

Management Certificated

1080417	Vasquez	Nelson	Counselor, School	Mclane High School	1/9/2023
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1002328	Alstrom	Susan	Teacher, Middle School	Tenaya Middle School	6/8/2023
1070948	Burrus	Marinda	Specialist, Resource, Sp Ed	Hamilton School	1/25/2023
1078311	DiMaio	Crystal	Specialist, Resource, Sp Ed	Fort Miller Middle School	1/20/2023
1003285	Krajicek	Catherine	Specialist, Resource, Sp Ed	Aynesworth Elementary	6/8/2023
1004678	Lathrop	Steve	Teacher, Senior High	Fresno High School	6/30/2023
1079726	Santos	Jessica	Teacher, Elementary	Calwa Elementary	1/8/2023
1038943	Tafolla	Enrique	Teacher, Middle School	Terronez Middle School	8/1/2022

Classified Personnel

1061023	Arroyo	Guadalupe	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	1/25/2023
1070316	Brewer	Nathaniel	Driver, Bus	Transportation	12/16/2022
1066889	Daniels	Jasmine	Lead, After Schl/Ext Day	Mccardle Elementary	1/31/2023
1050664	Henry	Joanna	Paraeducator, Soc Emot Intv	Mclane High School	1/20/2023
1067024	Lor	Susan	Paraprof, Child Development	Easterby Elementary	1/27/2023
1071706	Rodriguez	Elizabeth	Paraprof, After Schl/Ext Day	Mccardle Elementary	1/31/2023
1038395	Smith	William	Worker, Grnds Maint III Gang R	Plant Operations	2/27/2023
1070333	Weber	Kathleen	Nurse, Vocational License	Health Services	1/6/2023

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1061639	Silva	Walter	Manager Assistant Project	Facilities Mgmt & Planning	1/9/2023
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PROMOTIONS

Classified Personnel

1039527	Arias	Lupita	Liaison, Home/School Spanish	Addicott	1/17/2023
1060771	Davis	Katherine	Assistant, Resrce Cnslg	Yokomi Elementary	1/9/2023
1075933	Flores	Victor	Paraprof, Moderate/Severe	Holland Elementary	1/9/2023
1029760	Marquez	Elia	Lead, After Schl/Ext Day	Gibson Elementary	1/31/2023
1076085	Moore	Cynthia	Specialist, Chd Wel & Attnd II	Independent Study	1/23/2023
1026747	Ortiz	Erica	Paraprof, Mild/Moderate	Sunnyside High School	1/10/2023
1071947	Pena Lopez	Maria Del Rosar	Secretary, Administrative I	Summer School	1/10/2023
1081163	Trass	Samantha	Paraprof, Mild/Moderate	Scandinavian Middle School	1/25/2023

Management Certificated

1050276	Alcantara-Mercado	Nicolas	Counselor, School	Edison High School	1/9/2023
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Management Classified

1032926	Her	Mai Xiong	Manager, Project (General)	Cesar Chavez Adult School	1/3/2023
1050277	Johnston	Yasmin	Supervisor, Payroll	Payroll Department	1/17/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 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 Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the January 11, 2023, Regular Board Meeting.

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

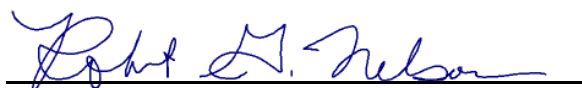
PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:







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

January 11, 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 January 11, 2023, there were present Board Members Cazares, Davis, Levine, Thomas, Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

For the record, Board Member Jonasson Rosas participated from the following teleconference location: 4135 E. Huntington Boulevard, Fresno, California 93702 which was open to the public and pursuant to Government Code Section 54953 (B)(2) all action taken during the teleconferenced meeting was by roll call vote.

Board President Islas CONVENED the Regular Board Meeting at 4:18 p.m.

Board Member Thomas took the ceremonial Oath of Office for the position of Trustee, Board of Education, Trustee Area 1

TRUSTEE AREA 1

Ms. Dezie Woods-Jones administered the Oath of Office to Keshia Thomas, re-elected Board Member to Trustee Area 1. Member Thomas will serve a four-year term (2022 – 2026).

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:30 p.m.

For the record, Board Member Davis arrived at 4:38 p.m.

For the record, Closed Session was extended to 5:50 p.m.

For the record, Closed Session was extended to 5:55 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:07 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Thomas, seconded by Board Member Davis the Board acted in Closed Session to appoint Kim Kelstrom to Chief Executive in Fiscal Services by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session to appoint Steve Shubin, Deputy Executive in Payroll by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup and Board President Islas.
- On a motion by Board Member Cazares, seconded by Board President Islas, the Board acted in Closed Session to file an appeal on case: Don A. Arax vs. Fresno Unified School District and Keshia Thomas, Fresno Superior Court Case No. 22CECG02449, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Wittrup and Board President Islas. ABSENT: Board Member Thomas.

PLEDGE OF ALLEGIANCE

Board Member Cazares led the Flag Salute.

HEAR Report from Superintendent

- As the first board meeting of the calendar year, let me officially welcome you President Islas and Clerk Wittrup to board leadership – thank you for stepping up to serve in these crucial roles.
- I need to start tonight acknowledging and sending our thoughts and prayers to Abigail Zwerner, a first-grade teacher in Virginia who was tragically shot by one of her 6-year-old students. We are all reeling from this tragedy, both from the unimaginable violence in the classroom and seeing this violence stemming from younger and younger children. Safety on our campuses, both for our students and staff, continues to be of the utmost importance. Equally as important are the supports we provide to students and staff to prevent tragedies like this one, and the supports we provide to our staff, students, and families when they are experiencing trauma or social emotional struggles. I am proud of this Board and our Fresno Unified team for continually increasing our supports in physical safety improvements as well as social emotional learning, especially through our Department of Prevention and Intervention. I am grateful to the City of Fresno Police Department for our strong partnership, which soon will include a program called Handle with Care. This program will ensure when a student of ours is facing trauma outside of school and police contact is involved, a warm handoff will be made with our schools so they can properly support the student. We were all saddened to learn this child took this firearm from home in his backpack to school – something he never should have had access to in the first place. I need to make

HEAR Report from Superintendent - continued

an urgent plea to our parents and families to come alongside us in ensuring safety in our schools. We urge parents and families to practice gun safety and have those conversations with your children. We urge parents and families to let our schools know when their child might be going through a tough time – WE CAN HELP, but we can only help when we know help is needed. Preventing tragedies and keeping our schools safe is an effort that we ALL must work together to be successful.

- I also want to take a quick moment to honor the legacy of Vurdell Newsome, a prior teacher, counselor, and administrator for over 33 years in our district. We send our condolences to Mr. Newsome's family and loved ones, and we send our gratitude for a lifetime of service to our Fresno Unified Family.
- Shifting gears, I am thrilled to announce that every single one of our high school and adult school students now have access to free monthly FAX bus passes from your school office! This is something I have been working on for several years, and I am so grateful to the City of Fresno and our Purchasing Department for working together to make this a reality. Any Fresno Unified high school or adult school student can request a FAX monthly bus pass now directly from their school office. Fresno Unified parents – if you do NOT want your student to have access to a free FAX bus pass, please call your school office and let them know you would like to opt-out of this resource. Transportation for school, for internships, for part-time work, for dual enrollment at our community colleges, and to explore opportunities across our great city is a huge step in making sure our students have access to success.
- This week saw the opening of our application window for the Fresno Unified Scholarship program! This year, due to the efforts of our Foundation and the generosity of donors like MacKenzie Scott, we are able to triple the number of scholarships AND triple the dollar amount we are able to distribute in scholarships. We are looking at giving out over 200 scholarships to graduating seniors, so every one of our seniors should be applying! Work with your academic counselor to get your application built and submitted by the deadline of March 1! We are also thrilled to announce another scholarship opportunity at our Foundation through our newly funded Jim Newton Memorial Scholarship in the memory of a longtime Fresno Unified principal. This scholarship will provide \$5,000! I encourage our students to apply to both and get critical help as you start your postsecondary education. Access to both applications can be found on our website homepage at www.fresnounified.org.
- Tomorrow, we are thrilled to be celebrating the grand opening of Duncan's new Medical Academy of Science and Health (or MASH) building! This state-of-the-art building will provide amazing learning opportunities for our students in our certified nursing assistant, pharmacy technician, and rehabilitation therapy programs. More information to come at the grand opening. I would like to thank our CTE team for working hard to bring state level grants to fund part of this work, our Fresno community for continually supporting our bond measures to make this work possible, and to our operations and facilities teams, as well as our partners for their innovative and cutting-edge design to best support our kids.

HEAR Report from Superintendent - continued

- One last shoutout to our teams as our district was awarded the 2022 Friends of Safe Kids Education Award by Safe Kids Central California, led by Valley Children's Hospital. This award recognizes organizations that help students learn how to prevent injuries and about the wide range of opportunities in health care fields. The organization singled out the work of career technical education managers Michelle Mar and Krishnna Reyes. Amazing work team – thank you for always working to keep our kids safe!
- Speaking of safety – we have been working collaboratively with our City, County, and neighboring school districts to come together around traffic safety in our community, especially around our schools. Knowing that Fresno is the 10th deadliest city for pedestrians in our nation and seeing car accidents with children or school buses increase this school year – we are doing everything we can to keep our kids safe, but we need your help. As drivers and walkers, we implore you to be vigilant and safe while driving and walking in the community, especially around our schools and around busy drop-off and pick-up times. Let us take a moment to watch the great traffic safety PSA made by our communications and safety teams – the first of several to come.

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Clerk Wittrup: Expressed condolences to the family of Tom Hendrix, a retired Fresno Unified School District school psychologist and shared special words of remembrance.

Member Cazares: Thanked those of Hoover High School community who have been affected by the death of student Rashad Al-Hakim. Requested Superintendent when meeting with Fresno City Council to keep in mind a wide level of physical interventions pertaining to traffic safety. Congratulated Hoover High basketball team. Thanked the Facilities team for work on the Hoover Library and Student Center.

Member Davis: Wished everyone a Happy New Year! Thanked her liaison for gift received in celebration of Hmong New Year. Requested Superintendent Dr. Nelson to schedule a Board retreat. Provided shout out to Sunnyside High School football coaches.

Member Levine: Wished everyone a Happy New Year! Thanked Design Science and Student Advisory Board representatives for their report, their work, and modeling leadership. Shared information from tour of Oakland Community Schools, specifically supports for new immigrants. Shared he is excited for our district's future.

BOARD/SUPERINTENDENT COMMUNICATIONS - continued

Student Member Aquino: Thanked Board Members, Campus Culture Manager Loewen, Campus Culture Director LaFlam, and Hoover Principal Wheeler for their work in support of students. Encouraged seniors to finish the year strong and to apply for scholarships.

Student Member Barajas: Thanked Board Members, Campus Culture Director Panicotti, and McLane Principal Wulf, for their support. Expressed appreciation for the emphasis on mental health and social emotional supports and shared a concern pertaining to substance abuse and requested support in that area as well.

Board President Islas: Wished everyone a Happy New Year and welcome back. Commented on the importance of the work of the district and decision making of the Board. Shared each Board Member is committed to creating the best educational system for students. Commented Board Members may have different ideas of how work should move forward but are unified in the mission. Recognized the task is not easy, there is much work, and welcomed the ideas of parents. Commented she is hopeful with respectful discourse the Board and community can work collectively in support of student achievements. Shout outs to Duncan for the ribbon cutting of their new medical building. Very excited about the Fresno Area Express (FAX) bus passes for students.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Consent Agenda, apart from Agenda Items A-5 and A-15, which were pulled by Board Members for further discussion, was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, Wittrup, and Board President Islas. ABSENT: Board Member Jonasson Rosas.

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 so 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. CONSENT AGENDA - continued

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 December 14, 2022, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the December 14, 2022, Regular Board Meeting.

A-4, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

ADOPTED as recommended, Resolutions 23-14 through 23-38 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-5, APPROVE Agreement with The Center for Black Educator Development

APPROVED as recommended, an agreement between The Center for Black Educator Development and Fresno Unified School District.

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

Clerk Wittrup: Commented ensuring a physically and psychologically safe school environment is critical for student learning; especially students continuously facing systemic barriers. Discipline disparities and bias from school staff are part of the school experience for Black students. Commented she whole-heartedly supports all efforts to bring transformation to this challenge. Shared concerns with the support material provided such as materials were poorly prepared and did not convey what was needed to make an informed decision. Commented, trainings should be designed for students and not adults as listed in the original material. Requested clarity as to if there is research to show this training works, what are the expected outcomes, and how will parents be involved? Requested staff to create a plan that allows parents to review the program, provide feedback, and ask questions before the training takes place.

Member Cazares: Requested staff to provide Board Members established documents once documents are ready.

Member Levine: Shared excitement and full support for this work. Requested clarity as to total number of participants.

A. CONSENT AGENDA - continued

Member Davis: Shared concerns with the proposal as it did not go as deep as she would have liked, expected something more professional. Understood the district was going to find someone local. Commented, did not see data showing success. Commented students deserve a deeper dive and access to people in our community, with a buy-in to children in our community. Requested to see something more robust from our own people and our own community.

Member Thomas: Commented what we need is to make sure we do research. We have used this company, they are very reputable, and teachers from cohort they worked with love them. If this work were easy, we would not be having the problems we already have. These are people who have implemented some of this work that we need done in Fresno. Expressed belief that this company can continue to do work they already started. Commented our community is great, that is why we can do what we do every day. A4 is a great space but we cannot continue to overwork people or ask them to do things beyond their purview.

Clerk Wittrup: Shared one reason that prompted support of this item, even though materials were skimpy and poorly prepared, was talking with Deputy Superintendent Her, Chief Castillo, Instructional Superintendent Stacy-Alcantara, and knowing Principal Torigian has met with these folks and feels strongly the training will be beneficial. In this case, the materials do not represent what is coming forward and she does not want the students at Bullard to wait any longer.

Member Davis: Commented she does not want to hold back the work and requested insurance that staff will provide more information. Commented the proposal does not address the issue the students experienced. Feels the work needs to be deeper and broader, and parents need to be part of the plan.

Chief Castillo was available to provide clarity.

On a motion by Board Clerk Wittrup, seconded by Board Member Thomas, Agenda Item A-5 was approved by a roll call vote of 6-1-0-0, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. NOES: Board Member Davis.

A-6, APPROVE Agreement with The Foundation FCOE, Inc. and the Fresno Unified Early Learning Department

APPROVED as recommended, an agreement to distribute funds in the amount of \$115,428 from the California Department of Education Inclusive Early Education Expansion Program grant, awarded to Fresno Unified Early Learning.

A-7, APPROVE Agreement with StudentNest, Inc.

APPROVED as recommended, an agreement with StudentNest, Inc.

A. CONSENT AGENDA - continued

A-8, APPROVE Agreement with Cenergistic, LLC

APPROVED as recommended, an agreement between Cenergistics and Fresno Unified School District.

A-9, APPROVE Award of Bid 23-06, Plumbing Supplies

APPROVED as recommended, information on Bid 23-06, Plumbing Supplies, which is recommended for award to establish a fixed unit price for the purchase of plumbing supplies for use district wide such as faucets, hydration stations, and water closets.

A-10, APPROVE Award of Bid 23-07, Digital Monitoring Products Parts for Intrusion Upgrades

APPROVED as recommended, information on Bid 23-07, Digital Monitoring Products (DMP) for parts related to intrusion upgrades.

A-11, APPROVE the 2023 List of Board Member Committees and Organizations

APPROVED as recommended, the 2023 list of Board Member Committees and Organizations.

A-12, RATIFY Change Orders

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

Bid 21-11, Edison High School Gymnasium Addition
Change Order 13 presented for ratification: \$62,194

Bid 21-24, Columbia Elementary School Classroom Building Addition
Change Order 9 presented for ratification: \$9,516

Bid 22-30, Tenaya Middle School Office and Sitework Improvements
Change Order 1 presented for ratification: \$10,210

Formal Quote, Education Center Restroom Remodel
Change Order 1 presented for ratification: \$25,939

A-13, RATIFY the Filing of Notices of Completion

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

Bid 21-11, Edison High School Gymnasium Addition

Bid 21-24, Columbia Elementary School Classroom Building Addition

Bid 22-49, Sections A, B, C, and D, Asphalt Pavement Rehabilitation at Various Sites, Group 2, Dave Christian Construction Co. Inc.

A. CONSENT AGENDA - continued

A-14, RATIFY Purchase Orders from October 01, 2022 through October 31, 2022 – Primary Report

RATIFIED as recommended, information on purchase orders issued from October 01, 2022 through October 31, 2022. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

A-15, RATIFY Purchase Orders from October 01, 2022 through October 31, 2022 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from October 01, 2022 through October 31, 2022.

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

“Agenda item A-15 on tonight’s Consent Agenda contains purchase orders for the Fresno County EOC. I have been employed by Fresno County EOC, which is a nonprofit corporation.

Additionally, item A-15 also contains purchase orders for California State University Fresno, where I am currently employed. I did not participate in the making of the contracts related to these purchase orders; but, because of my employment with both Fresno EOC and Fresno State I have a remote financial interest in those contracts.

Item A-15 also contains purchase orders for Apple. I have financial investments in Apple that are valued at or above the reporting threshold.

For these reasons, 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-15 was approved by a roll call vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSTENTIONS: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-16, PRESENT and DISCUSS Overview of Parent University's Family Leadership Academies

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-16.

For the record, Board Members had comments/questions pertaining to Agenda Item B-16. A summary is as follows:

Member Davis: Thanked Parent University and commented this work is worthy of a nomination for the Golden Bell Award from the California School Boards Association.

Member Levine: Expressed appreciation for work with this initiative and thankful for leadership and involvement. Hearing stories of parents learning to navigate their child's education is inspiring. Requested information pertaining to meeting on the 30th and requested an invitation be provided to Board Members.

Member Cazares: Congratulated and thanked Parent University staff and families. Shared a few comments made by parents in presentation. Commented it can be intimidating to go on campus especially when you do not know the teacher or principal and Parent University helps to break those barriers. Commented most of the time parents are the best advocate for their children and learning how to navigate the educational system and communicate on behalf of children is very important to help ensure students are college and career ready.

Clerk Wittrup: Thanked families for attending the Board Meeting. Commented a parent's engagement in their child's education is instrumental in a child's success. Commented the Board welcomes parent engagement and recognizes parents as the Board's most valuable partners. Requested Parent University consider adding a special education component for parents.

Board President Islas: Expressed thanks to Chankeo and Maiyer for their work. Commented love the whole mission and work for many reasons; the dialogue, helps parents to feel empowered, and some of the best ideas are generated by parents as they have lived experience and are working through our system. Shared support of Clerk Wittrup's request to add a special education component to Parent University.

Chief Henry was available to provide clarity.

B. CONFERENCE/DISCUSSION AGENDA-continued

B-17, PRESENT and DISCUSS the 2023/24 Local Control and Accountability Plan Educational Partner Input

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-17.

For the record, Board Members had comments/questions pertaining to Agenda Item B-17. A summary is as follows:

Board President Islas: Shared when first elected she attended a few LCAP meetings and found they were lacking; and she had received many complaints from parents sharing they felt the meetings were designed to speak to parents rather to engage parents. Commented with Mrs. Townsend's involvement and diligent work, it has been a complete 360, with the addition of Thought Exchange and a parent's ability to engage in their own language it is amazing, and now the Board has good data on which to base decisions. Commented on the importance of food systems and school meals because hungry students do not learn. Student meals has been a consistent theme brought forward by parents. Commented the district serves many families dealing with food insecurity and families should be able to count on the food served at schools to be done well.

Member Thomas: Commented this is one of the best LCAP presentations she has seen. Expressed thanks to Mrs. Townsend. Commented very pleased with the addition of Thought Exchange.

Member Levine: Commented very impressed with Mrs. Townsends leadership and team, thankful for her work and the data provided. Commented on importance of knowing nuances between social emotional needs and behavioral needs and working to figure out root causes and being thoughtful when preparing supports for students.

Member Davis: Thanked Mrs. Townsend for her work in elevating the LCAP experience, engagement has been fabulous. Commented the addition of Thought Exchange is a nonconfrontational way for people to express themselves.

Clerk Wittrup: Expressed thanks for data presented and the ability to look at it in so many ways. Thanked Mrs. Townsend for providing the data to principals. Commented on the heavy lift of facilitating these meetings and thanked Mrs. Townsend, her team, and Dr. Baker for their attendance at meetings.

Member Cazares: Thanked Mrs. Townsend for her leadership and service to the students of the district. Thanked Mrs. Townsend for taking suggestions from the Board, parents, community, and implementing those suggestions in the best way

B. CONFERENCE/DISCUSSION AGENDA-continued

possible. It shows in the data and allows the Board to use data from lived experiences from parents and community. Requested clarity as to new languages used in the LCAP? Commented on the number of parent participants. Requested school specific feedback be provided to Board Members. Commented this work also seems worthy of a Golden Bell nomination.

Member Jonasson Rosas: Very much appreciated several items from this presentation; specifically, the timing and receiving information early when budgets are being worked on; seeing the evolution of meetings over the years, and Mrs. Townsends willingness to try different routes to gather feedback and encourage engagement. Commented on the importance of better communication pertaining to the dress code. Requested staff to follow up on dress code communication. Thanked Mrs. Townsend for her service.

Executive Officer Townsend was available to provide clarity.

For the record, the Board and Superintendent Dr. Nelson recognized Mrs. Townsend for her service to the district.

B-18, PRESENT and DISCUSS the 2021/22 Bond Annual Report

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-18.

For the record, Board Members had comments/questions pertaining to Agenda Item B-18. A summary is as follows: Those which had vacancies on the Citizen's Bond Oversight Committee commented they will work to fill vacancies.

Member Cazares: Thanked staff for the presentation. Commented on the quick work of the Facilities team to address issues in a timely manner. Asked if the Bullard High fence should be added for consideration.

Member Levine: Thanked staff for presentation and work, appreciated the knowledge and expertise staff bring and the spirit in which work is addressed.

Member Thomas: Requested staff when preparing the next bond measure to include specialty schools.

Member Davis: Thanked staff for responding to work orders. Requested staff to connect with the City of Fresno regarding issues schools are facing from excess rainwater. Requested a board communication regarding vacancies on the Citizen's Bond Oversight Committee.

B. CONFERENCE/DISCUSSION AGENDA-continued

Clerk Wittrup: Thanked Chief Idsvoog and Executive Officer Belanger, for walking school sites with her. Commented on how the conditions of facilities can impact mental health.

Member Jonasson Rosas: Shared agreement to a need for a facility needs assessment and when looking at the assessment the importance of keeping the commitment to equity.

Board President Islas: Commented there are important opportunities to get City/County support in terms of infrastructure. Recently Measure C did not pass the vote, and one of the deficiencies of Measure C was it did not have enough funding for safe routes to school. Measure C will come back, and this is an opportunity for the Board to advocate to influence dollars at the city level. Commented she is aware the district will submit an RFQ to gather assessments around safe routes to schools, these assessments are valuable to help identify areas of needed improvement. It would behoove the Board to consider what are infrastructure absolutes. Expressed appreciation for the good work. Acknowledged there is more need than resources and the importance of data to help pinpoint areas of priority.

Chief Idsvoog was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

For the record, there were no items for this section of the agenda.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 8:33 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Budget Revision No. 3 for Fiscal Year 2022/23

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 3 for fiscal year 2022/23. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 3 includes adjustments for updated information and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 3 for fiscal year 2022/23:

- Expense changes to reflect items reported in the First Interim Financial Report approved by the Board on December 07, 2022
- Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$147.1 million at June 30, 2023.

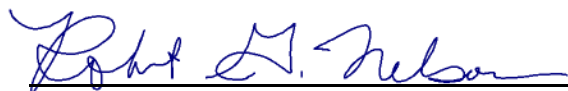
PREPARED BY: Kim Kelstrom,
Executive Officer

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

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:





Unrestricted General Fund Adjustments and Revisions

As presented in the 2022/23 First Interim Financial Report approved by the Board on December 07, 2022, the following adjustments are being made:

- Increase of \$2.4 million to local income for increase in refunded contributions from CalSTRS
- Decrease of \$7.0 million in salaries and benefits based on year-to-date expenditures compared to historic averages
- Decrease of \$4.2 million in supplies, services and capital outlay at school sites and departments based on expenditures compared to historic averages
- Increase of \$2.4 million in utilities due to rate increases
- Increase of \$200,000 in fuel due to increased costs
- Decrease indirect \$2.7 million based on historic averages due to grants not being completely spent
- Assigned \$4.9 million in one-time expenses anticipated to be expensed in 2023/24 which include Education Center Remodel of \$2.4 million, Design Science Facility of \$900,000, Financial Software Upgrade of \$900,000, and Restroom Renovations of \$700,000
- Allocate \$8.0 million in one-time expenses anticipated to be expensed in 2022/23 for the purchase of a second Education Center building

Program Adjustments to 2022/23 Budget Recommended for Approval

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

- Recognize \$1.5 million change to salary schedules for principals, vice principals, elementary school office managers, middle school office managers, and school office assistants beginning January 1, 2023
- Recognize increase of \$400,000 to Apprenticeship increase to reimbursement rates
- Recognize administrative positions to support the Extended Learning Opportunities Program (ELOP) of \$1.6 million offset by indirect costs from ELOP for the following departments:
 - Human Resources – 1.0 FTE Manager I, 1.0 FTE Analyst I, 2.0 FTE Data Specialist II
 - Purchasing – 1.0 FTE Buyer II, 1.0 FTE Purchasing Technician
 - Communications – 1.0 FTE Manager I
 - Payroll – 1.0 FTE Analyst II, 1.0 FTE Employee Service Specialist
 - Budget – 1.0 FTE Business Operations Manager
 - Accounting – 2.0 FTE Accountants
- Decrease indirect \$250,000 based on new grant allocations

Grant Revisions

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

Name	2022/23 Current Budget Allocation	2022/23 Adjusted Award Amount	Revised Budget Allocation
California Career Technical Education Incentive Grant	\$4,641,444	\$3,685,924	\$8,327,368
Child Mine Institute	-	65,000	65,000
High Schools: Local	56,892	45,000	101,892
IASA: Title I Basic Grants Low	74,150,921	1,551,948	75,702,869
Idea Alternative Dispute Resolution	-	14,922	14,922
Mental Health Related Services	5,440,263	298,436	5,738,699
National Board for Professional Teaching Standards Certification	165,000	5,000	170,000
Special Ed: ARP IDEA Part B, Sec. 619, Preschool Grants	453,632	(226,816)	226,816
Special Ed: ARP IDEA Part C, Early Education Program	-	59,093	59,093
Special Education	149,392,237	(6,020,776)	143,371,461
Special Education - Infant Discretionary Funds	-	56,846	56,846
Special Education Early Intervention Grant	4,965,788	(6,801)	4,958,987
Special Education - Infant Program	1,838,132	85,160	1,923,292
Strong Workforce Program	3,008,587	2,000,000	5,008,587
Title III - Limited English Proficient	2,002,710	163,200	2,165,910
Vocational Programs: Voc & App	1,231,863	(97,888)	1,133,975
Wallace Foundation	2,624,257	430,000	3,054,257
Total	\$249,971,726	\$2,108,248	\$252,079,974

Adult Education Fund – Budget Revision No. 3 reflects an increase in expenses of \$557,624 for adjustments in various grant awards:

Name	2022/23 Current Budget Allocation	2022/23 Adjusted Award Amount	Revised Budget Allocation
Adult Education Block Grant	\$6,772,510	\$367,446	\$7,139,956
Adult Secondary Ed: Adult Basic Education	377,886	25,314	403,200
CalWORKs for Adult Education	770,764	73,117	843,881
English Literacy & Civics Education: Adult Basic Education	223,916	13,589	237,505
Esl/Citizenship: Adult Basic Education	473,062	78,158	551,220
Total	\$8,618,138	\$557,624	\$9,175,762

Children's Center Fund – Budget Revision No. 3 reflects an increase in expenses of \$3,598,600 for adjustments in various grant awards:

Name	2022/23 Current Budget Allocation	2022/23 Adjusted Award Amount	Revised Budget Allocation
CD: ARP California State Preschool Program One-time Stipend	\$1,197,353	\$27,628	\$1,224,981
CD: Federal General (CCTR) and State Preschool (CSPP)	1,428,944	(1,014,934)	414,010
Child Development: California State Preschool Program (CSPP)	17,778,819	3,605,109	21,383,928
Child Development: State Alternative Payment	-	980,797	980,797
Total	\$20,405,116	\$3,598,600	\$24,003,716

Cafeteria Fund – Budget Revision No. 3 reflects an increase in expenses of \$1,833,768 for adjustments in various grant awards:

Name	2022/23 Current Budget Allocation	2022/23 Adjusted Award Amount	Revised Budget Allocation
Child Nutrition: Fresh Fruit & Vegetables	\$2,757,060	(\$372,555)	\$2,384,505
Supply Chain Assistance	1,687,214	2,206,323	3,893,537
Total	\$4,444,274	\$1,833,768	\$6,278,042

Measure M Series B Fund and County School Facility Fund – Budget Revision No. 3 recognizes the new issuance for Measure M, Series B of \$125.0 million

Bond Interest & Redemption Fund – Budget Revision No. 3 recognizes bond interest and redemption payments related to Measure M Series B of \$7.9 million

**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 3**

DESCRIPTION	2022/23 ADOPTED BUDGET	2022/23 CURRENT BUDGET	1/25/2023 2022/23 BUDGET REVISION No. 3	DIFFERENCE BETWEEN CURRENT AND BR No. 3	DIFFERENCE BETWEEN ADOPTED AND BR No. 3
Revenues					
LCFF Sources	\$ 899,699,347	\$ 954,518,461	\$ 954,518,461	\$ -	\$ 54,819,114
Federal Revenues	342,818,761	361,334,917	362,892,603	1,557,686	20,073,842
Other State Revenues	257,589,458	295,904,059	300,962,346	5,058,287	43,372,888
Other Local Revenues	21,913,286	22,902,180	25,842,180	2,940,000	3,928,894
Total Revenues	\$ 1,522,020,852	\$ 1,634,659,617	\$ 1,644,215,590	\$ 9,555,973	\$ 122,194,738
Expenditures					
Certificated Salaries	\$ 514,897,510	\$ 533,121,986	\$ 533,353,985	\$ 231,999	\$ 18,456,475
Classified Salaries	199,933,019	200,220,780	198,276,108	(1,944,672)	(1,656,911)
Employee Benefits	411,414,689	426,517,411	421,716,795	(4,800,616)	10,302,106
Book and Supplies	139,662,812	145,350,573	147,588,565	2,237,992	7,925,753
Services & Operating	170,991,217	262,093,410	266,106,171	4,012,761	95,114,954
Capital Outlay	107,961,661	112,836,223	116,166,223	3,330,000	8,204,562
Other Outgo	4,016,103	4,149,039	4,149,039	-	132,936
Direct/Indirect Costs	(2,161,572)	(2,167,271)	(2,292,485)	(125,214)	(130,913)
Total Expenditures	\$ 1,546,715,439	\$ 1,682,122,150	\$ 1,685,064,400	\$ 2,942,250	\$ 138,348,961
Other Sources/(Uses)					
Transfers In	\$ 7,385,329	\$ 7,385,329	\$ 7,385,329	\$ -	\$ -
Transfers Out	(8,856,409)	(8,856,409)	(8,856,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ (1,471,080)	\$ (1,471,080)	\$ (1,471,080)	\$ -	\$ -
Net Increase/Decrease in Fund Balance	\$ (26,165,667)	\$ (48,933,613)	\$ (42,319,890)	\$ 6,613,723	\$ (16,154,223)
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 330,779,722	\$ - \$ 374,224,769	\$ - \$ 362,183,263	\$ - \$ (12,041,506)	\$ - \$ (12,041,506)
Beginning Balance	\$ 330,779,722	\$ 374,224,769	\$ 350,141,757	\$ (12,041,506)	\$ 31,403,541
Ending Fund Balance	\$ 304,614,055	\$ 325,291,156	\$ 319,863,373	\$ (5,427,783)	\$ 15,249,318
Components of Ending Balance					
Revolving Cash	\$ 96,776	\$ 70,050	\$ 70,050	\$ -	\$ (26,726)
Stores	2,528,519	2,670,901	2,670,901	-	142,381
Prepaid Expense	977,806	1,812,091	1,812,091	-	834,285
Other Commitments	122,400,000	122,400,000	152,200,000	29,800,000	29,800,000
Assigned: Other Assignments	29,800,000	29,800,000	4,925,000	(24,875,000)	(24,875,000)
Restricted	15,268,741	11,071,343	11,071,343	-	(4,197,398)
Reserve for Economic Uncertainties	133,542,214	157,466,772	147,113,989	(10,352,783)	13,571,776
Reserve Level %	8.58%	9.31%	8.68%		
Total Ending Fund Balance	\$ 304,614,055	\$ 325,291,156	\$ 319,863,373	\$ (5,427,783)	\$ 15,249,318

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$33,878,416

As shown above the reserve for economic uncertainties is \$331,904,879 with an assigned and committed ending balance of \$152,200,000 set aside for future year expenses

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

**UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 3**

DESCRIPTION	2022/23 ADOPTED BUDGET UNRESTRICTED	2022/23 CURRENT BUDGET UNRESTRICTED	1/25/2023 BUDGET REVISION No. 3 UNRESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 3	DIFFERENCE BETWEEN ADOPTED AND BR No. 3
Revenues					
LCFF Sources	\$ 899,699,347	\$ 954,518,461	\$ 954,518,461	\$ -	\$ 54,819,114
Federal Revenues	-	-	-	-	-
Other State Revenues	14,194,023	21,623,515	22,021,240	397,725	7,827,217
Other Local Revenues	11,589,836	12,011,824	14,411,824	2,400,000	2,821,988
Total Revenues	\$ 925,483,206	\$ 988,153,800	\$ 990,951,525	\$ 2,797,725	\$ 65,468,319
Expenditures					
Certificated Salaries	\$ 349,676,049	\$ 369,187,732	\$ 369,687,732	\$ 500,000	\$ 20,011,683
Classified Salaries	94,427,544	99,703,035	99,103,035	(600,000)	4,675,491
Employee Benefits	224,221,683	237,347,577	236,632,577	(715,000)	12,410,894
Book and Supplies	41,495,577	43,202,291	41,502,291	(1,700,000)	6,714
Services & Operating	76,822,939	79,122,435	79,620,160	497,725	2,797,221
Capital Outlay	41,148,257	41,811,414	44,911,414	3,100,000	3,763,157
Other Outgo	1,421,745	1,554,681	1,554,681	-	132,936
Direct/Indirect Costs	(20,069,423)	(21,255,188)	(21,503,911)	(248,723)	(1,434,488)
Total Expenditures	\$ 809,144,371	\$ 850,673,977	\$ 851,507,979	\$ 834,002	\$ 42,363,608
Other Sources/(Uses)					
Transfers In	\$ 28,920	\$ 28,920	\$ 28,920	\$ -	\$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	\$ (113,325,755)	\$ (118,467,769)	\$ (113,817,769)	\$ 4,650,000	\$ (492,014)
Total Sources/(Uses)	\$ (114,796,835)	\$ (119,938,849)	\$ (115,288,849)	\$ 4,650,000	\$ (492,014)
Net Increase/Decrease in Fund Balance	\$ 1,542,000	\$ 17,540,974	\$ 24,154,697	\$ 6,613,723	\$ 22,612,697
Beginning Fund Balance - Adopted	\$ 287,803,315	\$ 287,803,315	\$ 275,761,809	\$ (12,041,506)	\$ (12,041,506)
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 287,803,315	\$ 296,678,839	\$ 284,637,333	\$ (12,041,506)	\$ (3,165,982)
Ending Fund Balance	\$ 289,345,315	\$ 314,219,813	\$ 308,792,030	\$ (5,427,783)	\$ 19,446,715

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 3**

DESCRIPTION	2022/23 ADOPTED BUDGET RESTRICTED	2022/23 CURRENT BUDGET RESTRICTED	1/25/2023 BUDGET REVISION No. 3 RESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 3	DIFFERENCE BETWEEN ADOPTED AND BR No. 3
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	342,818,761	361,334,917	362,892,603	1,557,686	20,073,842
Other State Revenues	243,395,435	274,280,544	278,941,106	4,660,562	35,545,671
Other Local Revenues	10,323,450	10,890,356	11,430,356	540,000	1,106,906
Total Revenues	\$ 596,537,646	\$ 646,505,817	\$ 653,264,065	\$ 6,758,248	\$ 56,726,419
Expenditures					
Certificated Salaries	\$ 165,221,461	\$ 163,934,254	\$ 163,666,253	\$ (268,001)	\$ (1,555,208)
Classified Salaries	105,505,475	100,517,745	99,173,073	(1,344,672)	(6,332,402)
Employee Benefits	187,193,006	189,169,834	185,084,218	(4,085,616)	(2,108,788)
Book and Supplies	98,167,235	102,148,281	106,086,273	3,937,992	7,919,038
Services & Operating	94,168,278	182,970,975	186,486,011	3,515,036	92,317,733
Capital Outlay	66,813,404	71,024,809	71,254,809	230,000	4,441,405
Other Outgo	2,594,358	2,594,358	2,594,358	-	-
Direct/Indirect Costs	17,907,851	19,087,917	19,211,426	123,509	1,303,575
Total Expenditures	\$ 737,571,068	\$ 831,448,173	\$ 833,556,421	\$ 2,108,248	\$ 95,985,353
Other Sources/(Uses)					
Transfers In	7,356,409	7,356,409	7,356,409	-	-
Transfers Out	(7,356,409)	(7,356,409)	(7,356,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	113,325,755	118,467,769	113,817,769	(4,650,000)	492,014
Total Sources/(Uses)	\$ 113,325,755	\$ 118,467,769	\$ 113,817,769	\$ (4,650,000)	\$ 492,014
Net Increase/Decrease in Fund Balance	\$ (27,707,667)	\$ (66,474,587)	\$ (66,474,587)	\$ -	\$ (38,766,920)
Beginning Fund Balance - Adopted	\$ 42,976,407	\$ 42,976,407	\$ 42,976,407	\$ -	\$ -
Beginning Balance	\$ 42,976,407	\$ 77,545,930	\$ 77,545,930	\$ -	\$ 34,569,523
Ending Fund Balance	\$ 15,268,740	\$ 11,071,343	\$ 11,071,343	\$ -	\$ (4,197,397)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: **Adult Education Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	2,741,296	2,741,296	2,816,610	75,314
2000	Classified Salaries	1,683,313	1,683,313	1,725,060	41,747
3000	Employee Benefits	2,618,150	2,618,150	2,618,150	0
4000	Books and Supplies	1,678,519	1,726,621	2,155,583	428,962
5000	Services and Other Operating	1,023,146	1,136,744	1,136,744	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	9,744,424	9,906,124	10,452,147	546,023
7300	INDIRECT COSTS	219,810	219,855	231,456	11,601
	TOTAL APPROPRIATIONS	9,964,234	10,125,979	10,683,603	557,624
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,345,009	1,346,448	1,463,509	117,061
	STATE REVENUES	6,216,950	6,216,950	6,657,513	440,563
	LOCAL REVENUES	548,893	548,893	548,893	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	8,110,852	8,112,291	8,669,915	557,624
	Beginning Fund Balance	2,056,961	2,013,688	2,013,688	0
	Change to Fund Balance	(1,853,382)	(2,013,688)	(2,013,688)	0
	Ending Fund Balance	203,579	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: Children Center Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	6,369,694	6,170,640	6,975,003	804,363
2000	Classified Salaries	4,864,851	4,971,388	5,264,364	292,976
3000	Employee Benefits	9,872,918	9,995,435	10,109,057	113,622
4000	Books and Supplies	2,270,563	3,518,464	5,762,970	2,244,506
5000	Services and Other Operating	5,948,626	6,025,518	6,055,038	29,520
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	29,326,652	30,681,445	34,166,432	3,484,987
7300	INDIRECT COSTS	834,320	866,038	979,651	113,613
	TOTAL APPROPRIATIONS	30,160,972	31,547,483	35,146,083	3,598,600
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	2,428,944	2,428,944	1,414,010	(1,014,934)
	STATE REVENUES	25,400,547	25,845,161	30,458,695	4,613,534
	LOCAL REVENUES	2,331,481	2,360,682	2,360,682	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	30,160,972	30,634,787	34,233,387	3,598,600
	Beginning Fund Balance	0	912,696	912,696	0
	Change to Fund Balance	0	(912,696)	(912,696)	0
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: Cafeteria Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	15,571,747	16,500,206	16,500,206	0
3000	Employee Benefits	12,384,217	13,643,293	13,643,293	0
4000	Books and Supplies	24,904,320	32,181,736	34,015,504	1,833,768
5000	Services and Other Operating	2,927,837	2,968,379	2,968,379	0
6000	Capital Outlay	711,579	1,082,072	1,082,072	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	56,499,700	66,375,686	68,209,454	1,833,768
7300	INDIRECT COSTS	1,107,442	1,170,024	1,170,024	0
	TOTAL APPROPRIATIONS	57,607,142	67,545,710	69,379,478	1,833,768
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	52,206,786	58,746,867	60,580,635	1,833,768
	STATE REVENUES	3,211,627	11,333,118	11,333,118	0
	LOCAL REVENUES	1,286,203	1,296,367	1,296,367	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	56,704,616	71,376,352	73,210,120	1,833,768
	Beginning Fund Balance	15,147,925	17,228,874	17,228,874	0
	Change to Fund Balance	(902,526)	3,830,642	3,830,642	0
	Ending Fund Balance	14,245,399	21,059,516	21,059,516	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: Measure M-Series B

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	0	0	0	0
5000	Services and Other Operating	0	0	0	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	126,645,483	126,645,483
	TOTAL BEFORE INDIRECT	0	0	126,645,483	126,645,483
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	0	0	126,645,483	126,645,483
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	0	0	1,645,483	1,645,483
	OTHER SOURCES	0	0	125,000,000	125,000,000
	TOTAL REVENUES	0	0	126,645,483	126,645,483
	Beginning Fund Balance	0	0	0	0
	Change to Fund Balance	0	0	0	0
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: County School Facility Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	1,236,298	944,600	944,600	0
3000	Employee Benefits	721,187	549,163	549,163	0
4000	Books and Supplies	3,043,628	4,256,157	4,256,157	0
5000	Services and Other Operating	23,263,926	39,899,907	39,899,907	0
6000	Capital Outlay	56,561,451	51,703,781	178,349,264	126,645,483
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	84,826,490	97,353,608	223,999,091	126,645,483
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	84,826,490	97,353,608	223,999,091	126,645,483
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	600,000	600,000	600,000	0
	OTHER SOURCES	58,517,842	64,623,254	191,268,737	126,645,483
	TOTAL REVENUES	59,117,842	65,223,254	191,868,737	126,645,483
	Beginning Fund Balance	42,740,630	32,130,354	32,130,354	0
	Change to Fund Balance	(25,708,648)	(32,130,354)	(32,130,354)	0
	Ending Fund Balance	17,031,982	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

January 25, 2023

FUND: **Bond Interest and Redemption Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	0	0	0	0
5000	Services and Other Operating	0	0	0	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	54,805,950	54,805,950	62,710,626	7,904,676
	TOTAL BEFORE INDIRECT	54,805,950	54,805,950	62,710,626	7,904,676
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	54,805,950	54,805,950	62,710,626	7,904,676
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	367,964	367,964	431,201	63,237
	LOCAL REVENUES	46,103,569	46,103,569	53,945,008	7,841,439
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	46,471,533	46,471,533	54,376,209	7,904,676
	Beginning Fund Balance	108,447,486	118,528,773	118,528,773	0
	Change to Fund Balance	(8,334,417)	(8,334,417)	(8,334,417)	0
	Ending Fund Balance	100,113,069	110,194,356	110,194,356	0

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 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 2022/23 Certificated Management Salary Schedules and Movement of Incumbents for Current Principal I, Current Manager II/Principal I (Fulton School), and Current Manager II (Adult Transition Program) to Principal II

ITEM DESCRIPTION: Included for the Board's consideration and approval are the following salary schedules:

- 2022/23 Certificated Management Monthly Salary Schedule 197 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 197 Duty Days (12 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 201 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 201 Duty Days (12 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 206 duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 206 Duty Days (12 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 207 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 211 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 215 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 215 Duty Days (12 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 216 Duty Days (11 Months Work Schedule)
- 2022/23 Certificated Management Monthly Salary Schedule 225 Duty Days (12 Months Work Schedule)

The 2022/23 Certificated Management salary schedules reflect the change in grade level effective January 1, 2023, for the following positions:

- Vice Principal I moves from Grade E-24 to Grade E-25
- Vice Principal II moves from Grade E-25 to Grade E-26
- Vice Principal III moves from Grade E-26 to Grade E-27
- Principal II will move from Grade E-27 to Grade E-28
- Principal III will move from Grade E-28 to Grade E-29

The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

FINANCIAL SUMMARY: There are sufficient funds available in the district budget at this time.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:





Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 197 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	\$8,507.00	\$8,932.24	\$9,379.16	\$9,847.76	\$10,339.82
E24	Advisor, Guidance and Learning	E044	\$8,101.99	\$8,507.00	\$8,932.24	\$9,379.16	\$9,847.76
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
	~~Vice-Principal I~~	~~E189~~					
E21	Social Worker, School	E152	\$6,998.87	\$7,348.79	\$7,716.14	\$8,101.99	\$8,507.15

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 197 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	\$7,798.09	\$8,187.88	\$8,597.57	\$9,027.12	\$9,478.17
E24	Advisor, Guidance and Learning	E044	\$7,426.82	\$7,798.09	\$8,187.88	\$8,597.57	\$9,027.12
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
	~~Vice-Principal I~~	~~E189~~					
E21	Social Worker, School	E152	\$6,415.63	\$6,736.39	\$7,073.13	\$7,426.82	\$7,798.22

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

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

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

Annual \$1500 for Earned Doctorate*

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 201 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E26	Vice Principal II	E190	\$9,113.60	\$9,569.60	\$10,047.72	\$10,549.77	\$11,077.54
E25	Head Counselor	E062	\$8,679.74	\$9,113.60	\$9,569.60	\$10,047.72	\$10,549.77
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
	~~Vice Principal II~~	~~E190~~					
E24	Advisor, Guidance and Learning	E044	\$8,266.49	\$8,679.74	\$9,113.60	\$9,569.60	\$10,047.72
	School Counselor - Site	E060					

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

Fresno Unified School District**Certificated Management Monthly Salary Schedule 2022-2023**Effective ~~July 1, 2022~~ January 1, 2023**Management 201 Duty Days (12 Month/July to June Work Schedule)**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E26	Vice Principal II	E190	\$8,354.14	\$8,772.14	\$9,210.41	\$9,670.62	\$10,154.41
E25	Head Counselor	E062	\$7,956.42	\$8,354.14	\$8,772.14	\$9,210.41	\$9,670.62
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
	~~Vice Principal II~~	~~E190~~					
E24	Advisor, Guidance and Learning	E044	\$7,577.62	\$7,956.42	\$8,354.14	\$8,772.14	\$9,210.41
	School Counselor - Site	E060					

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 206 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
~~E29~~	~~Principal III~~	~~E147~~	~~\$10,376.44~~	~~\$10,895.06~~	~~\$11,440.06~~	~~\$12,011.79~~	~~\$12,612.50~~
~~E28~~	~~Principal III~~	~~E147~~	\$10,102.61	\$10,607.86	\$11,138.40	\$11,695.29	\$12,280.01
	Principal II	E145					
~~E27~~	~~Principal II-~~	~~E145~~	\$9,807.65	\$10,297.66	\$10,812.20	\$11,353.10	\$11,921.14
	Principal II on Special Assignment	E146					
	Vice Principal III	E191					
~~E26~~	~~Vice Principal III~~	~~E191~~	\$9,340.31	\$9,807.65	\$10,297.66	\$10,812.20	\$11,353.10
	Vice Principal III on Special Assignment	E192					
~~E25~~	~~Manager II, - Special Education/Principal I~~	~~E062~~	\$8,895.65	\$9,340.31	\$9,807.65	\$10,297.66	\$10,812.20
	Manager II, Regional Instructional	E222					
	School Psychologist - Site Programs	E151					
~~E24~~	~~School Counselor - Site~~	~~E060~~	\$8,472.13	\$8,895.65	\$9,340.31	\$9,807.65	\$10,297.66

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

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

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

Annual \$1500 for Earned Doctorate*

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 206 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
~~E29~~	~~Principal III~~	~~E147~~	~~\$9,511.73~~	~~\$9,987.14~~	~~\$10,486.72~~	~~\$11,010.81~~	~~\$11,561.46~~
~~E28~~	~~Principal III~~	~~E147~~	\$9,260.73	\$9,723.87	\$10,210.20	\$10,720.68	\$11,256.68
	Principal II	E145					
~~E27~~	~~Principal II~~	~~E145~~	\$8,990.35	\$9,439.52	\$9,911.18	\$10,407.01	\$10,927.71
	Principal II on Special Assignment	E146					
	Vice Principal III	E191					
~~E26~~	~~Vice Principal III~~	~~E191~~	\$8,561.95	\$8,990.35	\$9,439.52	\$9,911.18	\$10,407.01
	Vice Principal III on Special Assignment	E192					
~~E25~~	~~Manager II, - Special Education/Principal I~~	~~E062~~	\$8,154.35	\$8,561.95	\$8,990.35	\$9,439.52	\$9,911.18
	Manager II, Regional Instructional	E222					
	School Psychologist - Site Programs	E151					
~~E24~~	~~School Counselor - Site~~	~~E060~~	\$7,766.12	\$8,154.35	\$8,561.95	\$8,990.35	\$9,439.52

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

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

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

Annual \$1500 for Earned Doctorate*

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 207 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E25	Vice Principal I	E189	\$8,938.83	\$9,385.65	\$9,855.26	\$10,347.65	\$10,864.68
E24	~~Vice Principal I~~ Advisor, Guidance and Learning	~~E189~~ E044	\$8,513.26	\$8,938.83	\$9,385.65	\$9,855.26	\$10,347.65

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 211 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
~~E26~~	~~Vice Principal II~~	~~E190~~	~~\$9,567.02~~	~~\$10,045.70~~	~~\$10,547.61~~	~~\$11,074.63~~	~~\$11,628.66~~
E25	Vice Principal II	E190	\$9,111.56	\$9,567.02	\$10,045.70	\$10,547.61	\$11,074.63

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

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

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 215 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E29	Principal III	E147	\$10,829.78	\$11,371.06	\$11,939.86	\$12,536.58	\$13,163.54
E28	~~Principal III-~~ Principal III on Special Assignment	~~E147~~ E215	\$10,543.99	\$11,071.31	\$11,625.03	\$12,206.25	\$12,816.52
E27	Principal II on Special Assignment	E146	\$10,236.14	\$10,747.56	\$11,284.58	\$11,849.11	\$12,441.96
E26	Manager III, Special Education Programs and Services Vice Principal III on Special Assignment Vice Principal II	E124 E192 E190	\$9,748.38	\$10,236.14	\$10,747.56	\$11,284.58	\$11,849.11
E25	Manager II - Specialized Programs Manager II, Campus Culture Manager II, English Language Development Manager II, Nurse Educator Manager II, Preschool Infant Manager II, Regional Instructional Manager II, Social Emotional Support School Psychologist - District Vice Principal II on Special Assignment Vice Principal II	E245 E033 E040 E273 E047 E222 E028 E151 E217 E190	\$9,284.29	\$9,748.38	\$10,236.14	\$10,747.56	\$11,284.58
E24	Manager I, Autism Support Manager I, Prevention and Intervention Manager I, Technology Training School Counselor Vice Principal I on Special Assignment	E153 E055 E157 E060 E187	\$8,842.27	\$9,284.29	\$9,748.38	\$10,236.14	\$10,747.56
E23	Coordinator II, Attendance School Social Worker	E137 E152	\$8,421.17	\$8,842.27	\$9,284.29	\$9,748.38	\$10,236.14

Year 2022-2023

6% increase effective 7/1/2022

Board approved **PENDING**

Page 1 of 2

Year: Management Salary Schedule 2022-2023

Salary may be pro-rated based on FTE (<1.0 FTE)

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 215 Duty Days (11 Month/August to June Work Schedule)

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

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

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

Annual \$1500 for Earned Doctorate*

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 215 Duty Days (12 Month/July to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E29	Principal III	E147	\$9,927.30	\$10,423.47	\$10,944.88	\$11,491.86	\$12,066.57
E28	~~Principal III-~~ Principal III on Special Assignment	~~E147~~ E215	\$9,665.33	\$10,148.70	\$10,656.27	\$11,189.06	\$11,748.47
E27	Principal II on Special Assignment	E146	\$9,383.13	\$9,851.93	\$10,344.19	\$10,861.69	\$11,405.13
E26	Manager III, Special Education Programs and Services Vice Principal III on Special Assignment Vice Principal II	E124 E192 E190	\$8,936.02	\$9,383.13	\$9,851.93	\$10,344.19	\$10,861.69
E25	Manager II - Specialized Programs Manager II, Campus Culture Manager II, English Language Development Manager II, Nurse Educator Manager II, Preschool Infant Manager II, Regional Instructional Manager II, Social Emotional Support School Psychologist - District Vice Principal II on Special Assignment Vice Principal II	E245 E033 E040 E273 E047 E222 E028 E151 E217 E190	\$8,510.60	\$8,936.02	\$9,383.13	\$9,851.93	\$10,344.19
E24	Manager I, Autism Support Manager I, Prevention and Intervention Manager I, Technology Training School Counselor Vice Principal I on Special Assignment	E153 E055 E157 E060 E187	\$8,105.41	\$8,510.60	\$8,936.02	\$9,383.13	\$9,851.93

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 215 Duty Days (12 Month/July to June Work Schedule)

E23	Coordinator II, Attendance	E137	\$7,719.40	\$8,105.41	\$8,510.60	\$8,936.02	\$9,383.13
E21	School Social Worker	E152	\$7,001.83	\$7,351.90	\$7,719.40	\$8,105.41	\$8,510.75

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

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 216 Duty Days (11 Month/August to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
~~E28~~	~~Principal II~~	~~E145~~	~~\$10,593.03~~	~~\$11,122.81~~	~~\$11,679.10~~	~~\$12,263.02~~	~~\$12,876.13~~
E27	Principal II	E145	\$10,283.75	\$10,797.55	\$11,337.06	\$11,904.22	\$12,499.83

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

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

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

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2022-2023

Effective ~~July 1, 2022~~ January 1, 2023

Management 225 Duty Days (12 Month/July to June Work Schedule)

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E29	Principal III	E147	\$10,389.03	\$10,908.29	\$11,453.94	\$12,026.37	\$12,627.81
E28	~~Principal III~~	~~E147~~	\$10,114.88	\$10,620.74	\$11,151.92	\$11,709.48	\$12,294.92

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

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

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

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

ITEM PULLED BY STAFF

TITLE AND SUBJECT: Approve 2022/23 Classified Hourly, Classified Management 261 Duty Days, Supplemental Services Contracts Rates of Pay, and Extra Pay/Extra Services Salary Schedules

ITEM DESCRIPTION: Included for the Board's consideration and approval are the following salary schedules:

- 2022/23 Classified Hourly Salary Schedule
- 2022/23 Classified Management 261 Duty Days Salary Schedule
- 2022/23 Supplemental Services Contracts Rates of Pay
- 2022/23 Extra Pay/Extra Services Salary Schedule

The Classified Hourly and the Supplemental Services Contracts Rates of Pay salary schedules reflect the minimum wage increase for 2023.

The reason for bringing the current years' salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

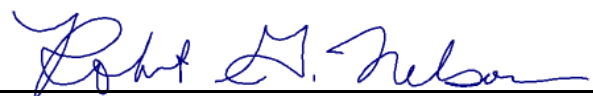
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 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 Award of Request for Proposals 23-22, Fresh Bread Products with Site Delivery Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 23-22, to provide fresh bread products with site delivery services served in the district's school meal programs. The RFP establishes fixed pricing for whole grain rich fresh bread products: hamburger buns, hot dog buns, sandwich bread, dinner rolls, deli rolls and English muffins for delivery to the Nutrition Center and middle and high schools. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. The award recommendation is based on price, food safety, delivery capacity, technology and reports, and local procurement standards. The recommended vendor is based near Sacramento and daily deliveries will be operated from the local distributor.

The RFP was lawfully advertised on November 09, 2022 and November 16, 2022. Proposals were opened on December 02, 2022. Notifications were sent to 58 vendors, and the district received two responses. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award of Schedule 1 and Schedule 2 to the best value vendor:

Bimbo Bakeries USA (Rocklin, California) \$408,506 estimate

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$408,506 are available in the Cafeteria Fund.

PREPARED BY: Amanda Harvey,
Director, Nutrition Services

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

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

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM A-8

AGENDA SECTION: A

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

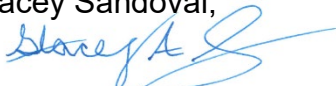
ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL22-1210-8219

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Mary H. Macias, case GL22-1210-8219. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management for further handling.

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

PREPARED BY: Stacey Sandoval,
Executive Director 

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

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:





RECEIVED

DEC 22 2022

FRESNO UNIFIED SCHOOL DISTRICT
CLAIM FOR DAMAGES

To Person or Property

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

INSTRUCTIONS		RESERVED FOR FILING STAMP CLAIM NO: _____
- Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2). - Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2). - Read entire Claim Form before filing. - Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant. - Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)		
1. Name of Claimant <i>Mary H. Macias</i>	2. Cell # <i>559-682-7304</i>	
3. Home Address of Claimant <i>588 N. Helm Ave, #C Fresno, CA 93727</i>	4. Home Telephone Number <i>559-251-7752</i>	
5. Business Address of Claimant <i>N/A</i>	6. Business Telephone Number <i>N/A</i>	
7. Give Address of which you desire notices or communication to be sent regarding this claim: <i>588 N. Helm Ave Apt C Fresno, CA 93727</i>		
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: <i>Since Bakman Elementary School was built in 2005 with school trees - see rest info - (separate sheets) -></i>		
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: <i>Damaged occurred from the year 2012 (see separate sheets) -></i>		
10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc. <i>Damage always occurs in my back yard, (see separate sheets)</i>		
11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known: <i>The act or omission was the callous, cruel neglect the way FUSD (see separate sheets)</i>		
12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910[f]) <i>\$ 9,000.00</i>		
13. Insurance payments received, if any, and name(s) of insurance company: <i>\$ 4,000.00</i>		
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): <i>\$ 9,000.00</i>		
15. Name and address of Witnesses, Doctors and Hospitals: <i>Sharon Corominas, 588 N. Helm Ave, #C Fresno CA 93727</i>		
16. Signature of Claimant or person filing: <i>Mary H. Macias</i>	17. Typed Name (Relationship to Claimant) <i>myself - Mary H. Macias</i>	18. Date: <i>12/20/22</i>

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

RE: Mary H. Macias

588 N. Helm Ave, Apt C, Fresno, CA 93727

Question #8

How & under what circumstances did damage or injury occur?

Since Bakman Elementary school was built in 2005 with school trees being planted too close to my backyard (the only thing that divides my place and the school is the wall). The school trees have done tremendous damage for at least 12 years to my backyard.

Question #9

When did damage or injury occur?

Damaged accrued from the year 2012 till recently December 9 thru December 13, 2022 and even to this day.

Question #10

Where did damage or injury occur?

Damage always occurs in my backyard, back patio and outside my garage. Address is 588 N Helm Avenue, Apt. C, Fresno, CA 93727.

Because of the school trees that were planted so close to my backyard and patio and outside my garage, every year is getting worse for my backyard to stay well cared for and to look very tidy. My grass is ruined, my plants, my patio and outside my garage - all destroyed from the school trees. To this day, I still cannot remove the tree seeds that are engraved in my patio, outside my garage - all over my outside.

When Bakman Elementary school was under construction back in 2005, I lost my expensive Koi fish(es) inside a beautiful big wine barrel on my patio, all my beautiful red and white and yellow roses that I planted and my miniature lemon tree, and I also had a vegetable garden - all destroyed due to the heavy equipment used by the construction workers.

The school trees have also up-rooted my grass and have sucked up all the water from my plants and grass which leaves my grass and plants dying.

I have been dealing with this problem since 2005, and have invested money, time, energy and pain and suffering which now I am diagnosed with asthma and back & neck problems due to daily sweeping, hosing and picking up the leaves, tree seeds and debris.

Question #11

What particular act or omission by the district or its employees do you claim caused the alleged injury or damage? Give names of district employees causing the alleged injury or damage.

The act and omission was the callous, cruel regret the way FUSD, particularly the departments of maintenance and grounds and environmental services under the supervision of

Re. Mary H. Macias

588 N.Helm Ave, Apt C, Fresno, CA 93727

Alex Bellinger, treated my legal concerns for many, many years. The only employee that treated my concerns with respect and understanding was Don, supervisor of the school tree cutters. He deserves a raise. Also, I need to give credit to Valerie Davis, school board member for responding to my legitimate concerns.

On 10/21/2014, I was robbed while I was not home. The robbers/criminals got away with a lot of my stuff, and my apartment was upside down. Once your home has been invaded by criminals you are never the same, and you feel violated and not safe.

To this day, I still check my doors 3 or 4 times to make sure they are closed and locked, especially at night. The total amount of damages was around \$4,000.00. I filed a police report. If you need a copy of the police, please let me know.

The burglars/criminals, per the police, climbed over the wall (between my backyard and Bakman School) and also my neighbor's backyard by using the school trees to jump over the wall. This situation is extremely dangerous to the point of being seriously injured or killed by the criminals. I am recommending that the school trees near my backyard be removed

In conclusion, I have been suffering mentally and physically and putting money every year in my backyard to have a decent yard only to be destroyed by Bakman Elementary School trees. Also, not feeling safe anymore since the breakin back in 2014. I am under a doctor's care. Asking for compensation.

Mary Macias







Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM A-9

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 Enome Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement to provide professional learning and coaching using Goalbook Toolkit for up to 660 special education staff that develop Individualized Education Programs that are in alignment with standards and classroom instruction. The Toolkit includes a five-step scaffold instructional design process that integrates standards-based instruction and universal design for learning to ensure student success in the classroom.

The five-year agreement provides access to Goalbook Toolkit, professional development, and coaching services that began July 15, 2022 and will end on June 30, 2027 for up to \$353,430 per year.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,767,150 are available in the Special Education budget.

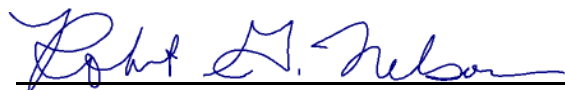
PREPARED BY: Dr. Tangee Pinheiro,
Instructional Superintendent

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Enome, Inc (Goalbook)

PO Box 1289, San Mateo, CA 94401

Vendor Name

Address

(650) 489.6090

Justin Su

Phone Number

Vendor Contact

From: 7/1/2022

Through: 6/30/2027

Term (Duration)

FUSD Contract Administrator:

Dr. Sean Virnig

Special Education Department 559.457.3227

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-3305-0785-5760-1110-5899

Annual Cost \$ 1,767,150.00

(Contract will not be authorized to exceed this 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:

Implementation Services Included Each Academic Year:

1. Goalbook Toolkit District Special Education Department License - Goalbook Toolkit access for Fresno Unified School District Staff (up to 660 staff).
2. Four (4) Days of remote or onsite PD (agenda and workshop topics listed in attachments/exhibits, customized to district needs, selections can be adjusted as needed).
3. Additional online kickoff trainings for educators, tailored to site or job based instructional focus areas and needs.
4. Dedicated partnership success team to work with district implementation leads.
5. Detailed usage and engagement reports provided to implementation leads and district leadership delivered via email quarterly and upon request.
6. Access to ongoing monthly webinars in a variety of content areas using Goalbook to

Please indicate where the work will be performed: Work to be performed remotely out of ☒

Date Item is to appear on **Board of Education Agenda:** 01/25/23 Will this contract be submitted with Bundled Contracts? No ☐
(Contracts of \$15,000.00 or more)

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

[Signature]
Signed
Tatasha Miller (Jan 20, 2023 12:10 PST)

Jan 20, 2023

12/17/22

Date

Reviewed & approved by **Risk Management, or
Exec. Dir. of Purchasing:**

[Signature]
Signed

1/20/2023

Date

Please return signed contract to:
Kimberley Rodrigues

Special Education Department

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3305-0785-5760-1110-5899

District Contact Person: Dr. Sean Vinnig

Budget Manager Approval: _____

Contractor's Vendor Name: Enome, Inc (Goalbook)

Contractor's Contact Person: Justin Su

Contractor's Title: Founder

Contractor's Telephone
Number: (650) 489.6090

Contractor's E-mail: support@goalbookapp.com

Contractor's Address: PO Box 1289, San Mateo, CA 94401

This Independent Contractor Services Agreement is made and entered into effective 7/1/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), Enome, Inc (Goalbook)

1. Contractor Services. Contractor agrees to provide

Implementation Services Included Each Academic Year:

1. Goalbook Toolkit District Special Education Department License - Goalbook Toolkit access for Fresno Unified School District Staff (up to 660 staff).
2. Four (4) Days of remote or onsite PD (agenda and workshop topics listed in attachments/exhibits, customized to district needs, selections can be adjusted as needed).
3. Additional online kickoff trainings for educators, tailored to site or job based instructional focus areas and needs.
4. Dedicated partnership success team to work with district implementation leads.
5. Detailed usage and engagement reports provided to implementation leads and district leadership delivered via email quarterly and upon request.
6. Access to ongoing monthly webinars in a variety of content areas using Goalbook to incorporate instructional best practices.
7. Dedicated technical support and Goalbook help desk.
8. Access to Instructional Coaching implementation and evaluation model and rubric developed in partnership with WestEd.
9. Mid-year remote consultation for review and planning into each academic year s goals and objectives for Fresno Unified School District.

This is a 5-year contract with a total not to exceed \$353,430 each year. Fiscal year 2022/23 through 2026/27

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 7/1/2022 , and shall terminate on 6/30/2027 . 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 \$ 353,431 per year , Not to exceed \$ 1,767,150. Checks will be made payable to Enome, Inc (Goalbook) . 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 SS
 - a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
 - c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 1,767,150.
 - f. Other \$ 0.00
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
Contractor's initials SS 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.

Limitation of Liability. IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO DISTRICT FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER BY CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$400,000 PER CONTRACT ACCOUNT OR THE AMOUNTS ACTUALLY PAID BY AND FOR THE DISTRICT FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

- 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 ^{ONE} million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. ~~The limits of coverage for the abuse and molestation policy shall be not less than \$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 the 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. "Contractor" shall produce the policy for District, upon request.

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 JS District's initials OW 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:

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

Contractor: Enome, Inc (Goalbook)

Name: Justin Su

Address:

P.O. Box 1289
San Mateo, CA 94401

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR

Enome, Inc (Goalbook)

Name: Justin Su *, Title:* Founder

Date

Approved As To Form:

Shorey A. S.

Risk Management or Purchasing

1/20/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Leadership Associates

ITEM DESCRIPTION: Included in the Board binders is a request to ratify an agreement with Leadership Associates to provide technical support for the use of California Longitudinal Pupil Achievement Data System (CALPADS). There are three annual data pulls and submissions to meet California's local education system (LEA) compliance requirements for CALPADS. In past years, data errors have impacted data quality and dashboard performance. The Instructional Division is seeking assistance from a consultant through Leadership Associates for technical assistance and to meet deadlines for accurate data submissions.

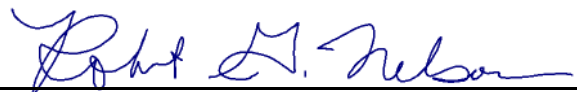
FINANCIAL SUMMARY: Sufficient funds in the amount of \$14,500 are available in the Chief Academic Office budget.

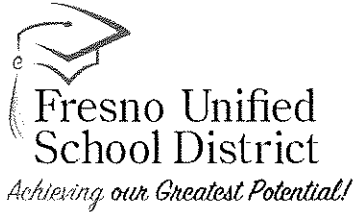
PREPARED BY: Dr. Natasha Baker,
Chief Academic Officer

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Leadership Associates, LLC

449 W Foothill Blvd #427

Vendor Name

Address

(760) 771-4277

Betty Hall

Phone Number

Vendor Contact

From: 12/9/2022

Through: 6/30/2023

Term (Duration)

FUSD Contract Administrator:

Natasha Baker

CAO

(559) 457-3171

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0500-0601-1110-2100-5110

Annual Cost 14500

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

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

Yes ☐

No ☒

Scope of Work Summary:

The Contractor shall provide technical support for the use of CALPADS data system.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 01/11/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

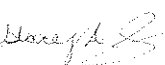

natasha.baker (Jan 9, 2023 14:49 PST)

Jan 9, 2023

Signed

Date

Reviewed & approved by **Risk Management, or
Exec. Dir. of Purchasing:**



Jan 11, 2023

Signed

Date

Please return signed contract to:

Jennifer Aguilar

CAO

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0500-0601-1110-2100-5110

District Contact Person: Natasha Baker

Budget Manager Approval: 
natasha.baker (Jan 9, 2023 14:49 PST)

Contractor's Vendor Name: Leadership Associates, LLC

Contractor's Contact Person: Betty Hall

Contractor's Title: Contract Administrator

Contractor's Telephone
Number: (760) 771-4277

Contractor's E-mail: bhall@leadershipassociates.org

Contractor's Address: 449 W Foothill Blvd #427

This Independent Contractor Services Agreement is made and entered into effective 12/9/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Leadership Associates, LLC

1. Contractor Services. Contractor agrees to provide

The Contractor shall provide technical support for the use of CALPADS data system.

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 12/9/2022 , and shall terminate on 6/30/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of 14500 per agreement, Not to exceed 14500 . Checks will be made payable to Leadership Associates, LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here BAH
- a Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies 0 As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 14500
- f Other 0
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials BAH 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 BAH
BAH

District's initials SS
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:

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

Contractor: Leadership Associates, LLC

Name: Betty Hall

Address:
449 W Foothill Blvd #427
Glendora, CA 91741

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

Approved As To Form:

Steve J. de la Cruz
Risk Management or Purchasing

Jan 11, 2023

Date

CONTRACTOR

Leadership Associates, LLC

Betty Hall

Betty Hall (Dec 15, 2022 14:52 PST)

Name: Betty Hall

Title: Contract Administrator

Dec 15, 2022

Date



LEADERSHIP ASSOCIATES, LLC

449 W Foothill Blvd #427

Glendora CA 91741

Phone (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **December 2022** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **FRESNO UNIFIED SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor shall provide technical support for the use of CALPADS data system.

The District agrees to pay the Contractor an amount not to exceed **FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500)** for services provided. The Contractor will submit an invoice upon completion of the services. Payment is due within 30 days of receipt of invoice.

**Mail remittance to: Leadership Associates
449 W Foothill Blvd #427
Glendora CA 91741**

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES, LLC
Taxpayer ID#: 68-038 3653

By Betty Hall

Name Betty Hall, Contract Administrator

Date December 9, 2022

DISTRICT:
FRESNO UNIFIED SCHOOL DISTRICT

By Ann Loorz
Ann Loorz (Dec 9, 2022 16:02 PST)

Name Ann Loorz, Executive Director Purchasing

Date 12/09/22

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM B-11

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 Highlights and Impact of Student Mentoring Programs

ITEM DESCRIPTION: In recognition of January being National Mentoring Month, staff, students, and mentors will present highlights of district mentoring programs and share the impact it has had on students. The Prevention and Intervention Mentoring Office has implemented over 130 mentor programs at 70 school sites in Fresno Unified. In collaboration with community partners, the Mentoring Office is providing over 4,000 students with mentoring services this year.

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

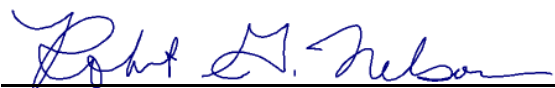
PREPARED BY: Rita Baharian,
Executive

DIVISION: Prevention & Intervention
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Agenda Item B-11



Department of Prevention and Intervention

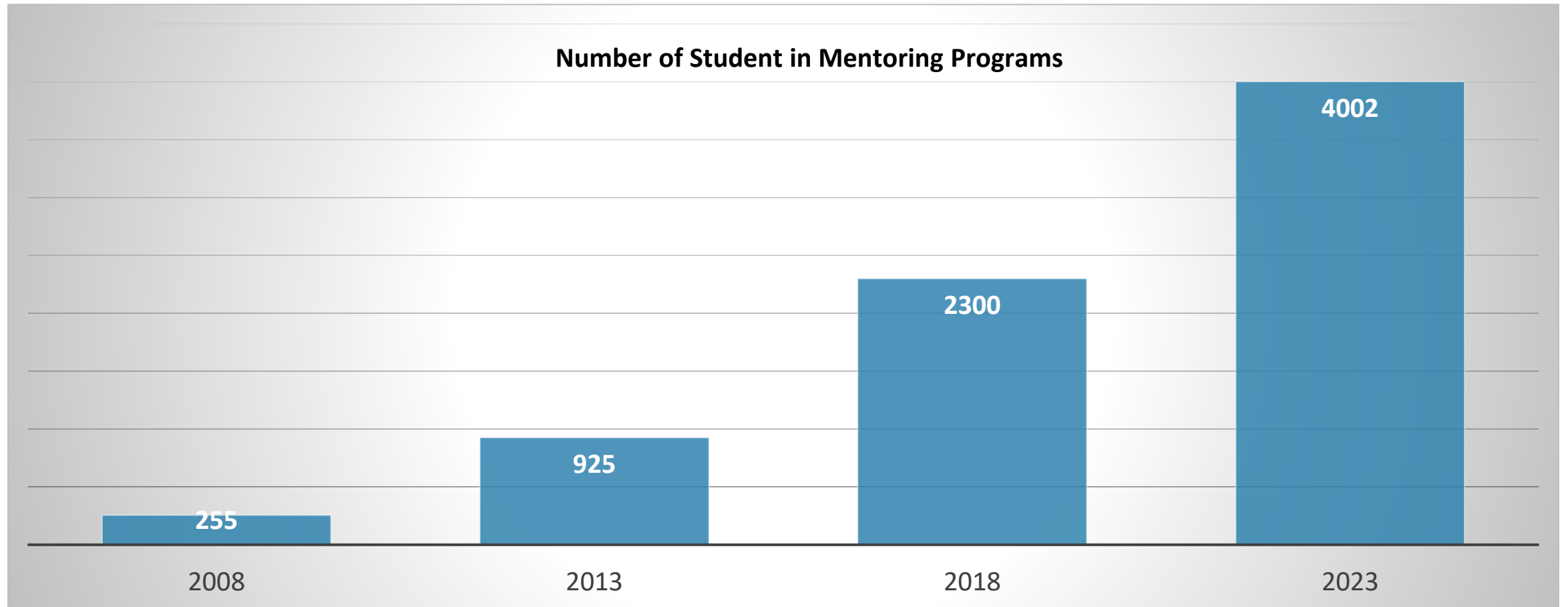
**Mentor
Office**



Fresno Unified School District

NATIONAL MENTORING MONTH

Prevention & Intervention Mentoring Program Growth



Mentoring Programs and Services

- One-on-One
- Peer Mentoring
- Group Mentoring
- Men's and Women's Alliance
- MBK Success Mentoring



Mentoring Partners



District Partners	Community Partners
• English Learners • Nuevas Alturas-New Heights • Rise Up • i-Mentor (Student Led) • Steve Scholars • Southeast Asian Mentoring Enrichment • Project Access • Attendance Team • Tier 2 Intervention Team	• Every Neighborhood Partnership • Street Saints • Mentor California • Hands On of Central California • Encourage Tomorrow • Hand in Hand Mentoring • Equality California Mentoring • United For the Future • Stop The Violence • Cen Cal Mentoring

Department of Prevention and Intervention



Fresno Unified School District

NATIONAL MENTORING MONTH

Peer Mentoring **Nuevas Alturas-New Heights** **Edison High School**

Department of Prevention and Intervention



Fresno Unified School District

NATIONAL MENTORING MONTH

Men's Alliance Fresno High School

Department of Prevention and Intervention



Fresno Unified School District

NATIONAL MENTORING MONTH

My Brother's Keeper Tehipite Middle School

Fresno Unified School District
Board Agenda Item

Board Meeting Date: January 25, 2023

AGENDA ITEM B-12

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 Overview of Governor's 2023/24 Proposed State Budget

ITEM DESCRIPTION: Governor Newsom released his 2023/24 Proposed State Budget on January 10, 2023. Staff will present an overview of the 2023/24 Proposed State Budget and the district's preliminary strategic budget development to the Board of Education on January 25, 2023.

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

PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Patrick Jensen
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:





Governor's 2023/24 Proposed State Budget

Board of Education

Overview

- ❑ State Economic Overview
- ❑ Governor's 2023/24 Proposed State Budget Highlights and Impacts
- ❑ Reporting Timelines
- ❑ Strategic 2023/24 Budget Development
 - ❑ Review of 2022/23 Expenditures
 - ❑ Budget and Priorities
 - ❑ Staffing Parameters
 - ❑ School Site and Department Allocations
- ❑ Upcoming Budget Discussions

State Economic Overview

- ❑ California's Economy – “Preserve the state's ability to respond to any potentially significant negative changes”
- ❑ State Reserves – \$35.6 billion
 - ❑ State Rainy Day Reserve – \$22.4 billion
 - ❑ Proposition 98 Reserves increase of \$365 million – \$8.5 billion
 - ❑ Safety Net Reserve – \$900 million
 - ❑ Special Fund for Economic Uncertainties – \$3.8 billion
- ❑ Unemployment Rates as of November 2022
 - ❑ National – 3.6%
 - ❑ State – 4.1%
 - ❑ Fresno County – 6.3%

State Revenue Growth

Long-Term Revenue Forecast - Three Largest Sources

(General Fund Revenue - Dollars in Billions)

	2020-21	2021-22 ^{e/}	2022-23 ^{e/}	2023-24 ^{e/}	2024-25 ^{e/}	2025-26 ^{e/}	2026-27 ^{e/}
Personal Income Tax	\$128.9	\$136.8	\$128.9	\$126.7	\$127.6	\$138.5	\$156.2
(Year-over-Year Change)	29.4%	6.1%	-5.7%	-1.7%	0.7%	8.6%	12.7%
Corporation Tax	\$22.6	\$45.3	\$38.5	\$39.3	\$40.9	\$35.1	\$25.3
(Year-over-Year Change)	61.9%	100.5%	-15.0%	2.1%	4.0%	-14.3%	-27.8%
Sales and Use Tax	\$29.1	\$32.9	\$32.9	\$33.6	\$34.6	\$35.8	\$36.6
(Year-over-Year Change)	14.0%	13.2%	-0.2%	2.3%	2.9%	3.7%	2.2%
Total	\$180.5	\$215.0	\$200.2	\$199.6	\$203.1	\$209.5	\$218.1
(Year-over-Year Change)	29.8%	19.1%	-6.9%	-0.3%	1.7%	3.1%	4.1%

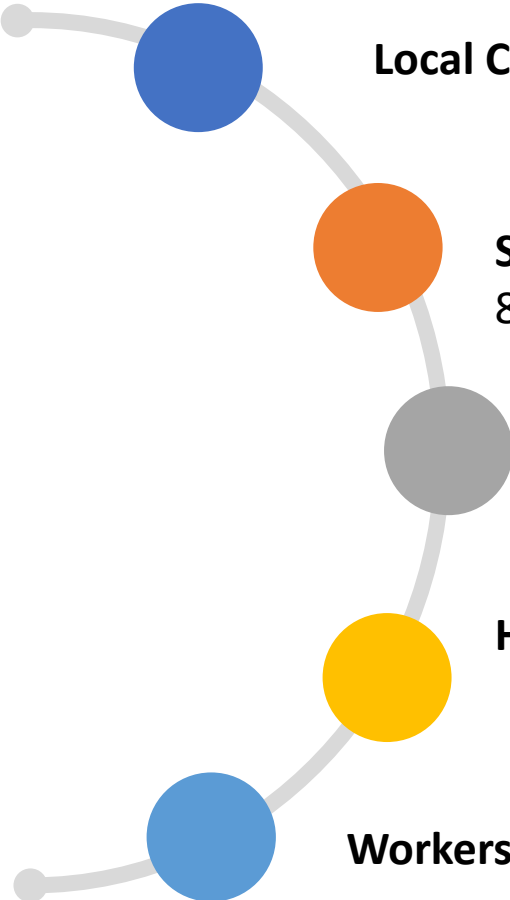
^{e/}Estimated

Source: California Department of Finance, 2023-24 Governor's Budget Forecast.

Source: Governor's Budget K-12 Education, page 135



Governor's 2023/24 Proposed State Budget



Local Control Funding Formula (LCFF) – \$63.2 million for COLA of 8.13%

▣ **Equity Multiplier** – LCFF add-on \$300 million state-wide

Special Education and Preschool – \$6.7 million for COLA of 8.13%

PERS – \$2.3 million additional costs for statutory increases (no change to STRS rate)

Health/Welfare – \$10.6 million additional costs per the collective bargaining agreement

Workers' Compensation – \$1.6 million reduced cost to fund at 90%

Governor's 2023/24 Proposed State Budget

Arts and Music

- \$941 million to fund Proposition 28 Arts and Music
- \$12 million *one-time* reduction of Arts, Music, and Instructional Materials Discretionary Block Grant
- \$100 million one-time to support cultural enrichment experiences for 12th graders

Early Education

- \$690 million to support the expanded universal TK program
- Holding on reducing ratio from 12 to 1 adults to 10 to 1 adults

Facilities

- \$2.0 billion *one-time* to support new construction and modernization projects
- Delay \$550 million one-time to support California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program from 2023/24 to 2024/25

Projected Employer Pension Increases

CALSTRS

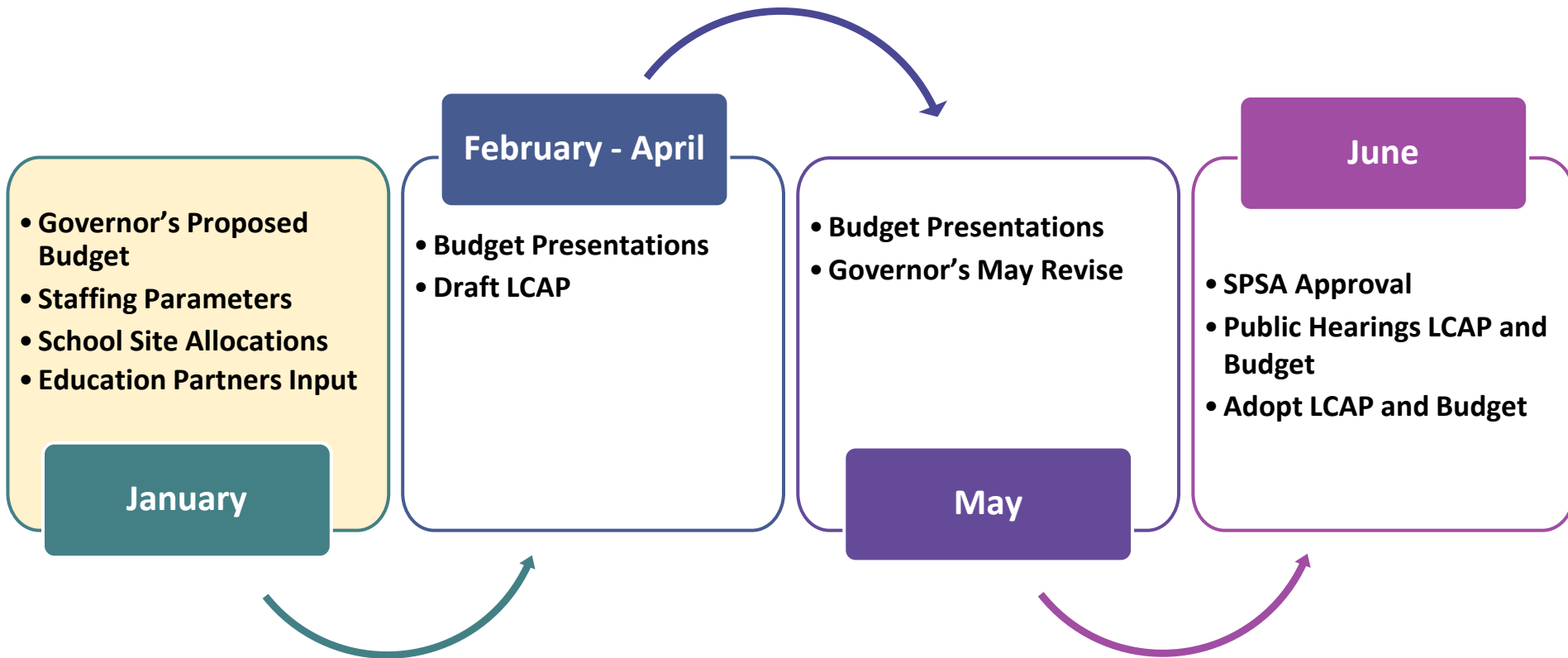
- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- 2022/23 – 19.10%
- **2023/24 – 19.10%**
- 2024/25 – 19.10%
- 2025/26 – 19.10%

CalPERS

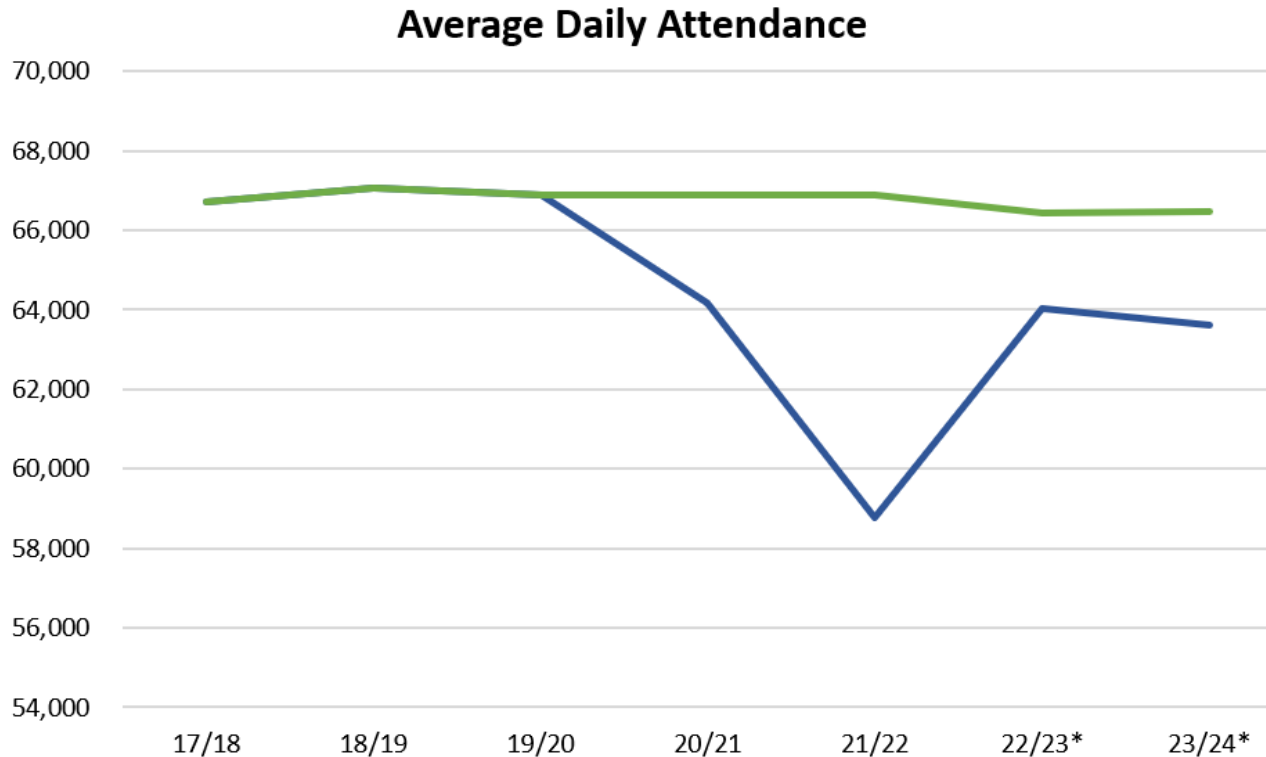
- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- 2021/22 – 22.910%
- 2022/23 – 25.370%
- **2023/24 – 27.000%***
- 2024/25 – 28.100%*
- 2025/26 – 28.800%

**Estimated rates provided by CalPERS*

Financial Reporting Timelines



Average Daily Attendance



	17/18	18/19	19/20	20/21	21/22	22/23*	23/24*
Funded ADA	66,714	67,045	66,903	66,903	66,773	66,288	65,329
Actual ADA	66,714	67,045	66,903	64,154	58,759	64,015	63,616
ADA Rate	94.4%	94.8%	94.4%	92.0%	84.5%	92.1%	92.0%

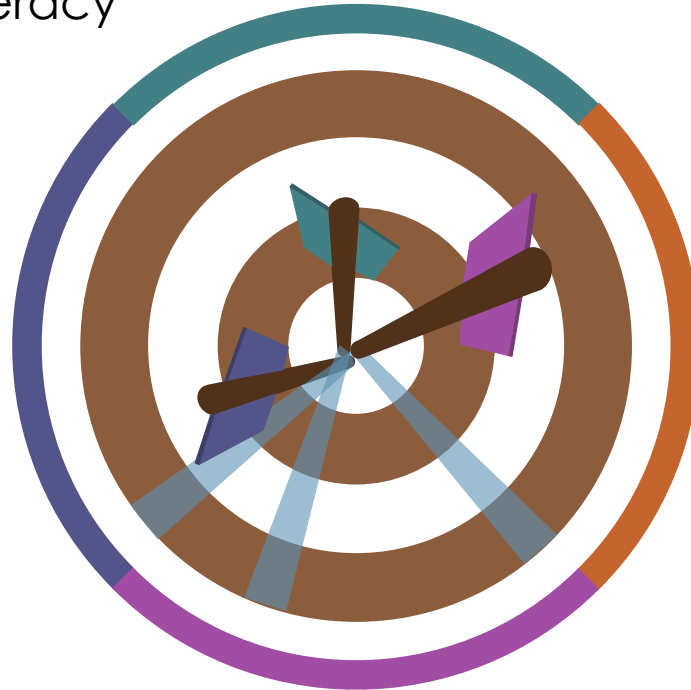
— Actual ADA — Funded ADA

*includes Projected ADA

Strategic 2023/24 Budget Development

Guiding Strategic Budget Development Principles

- Comprehensive Literacy Intervention (TK to First Grade)
- Competitive Employee Compensation
- Prudent Fiscal Responsibility

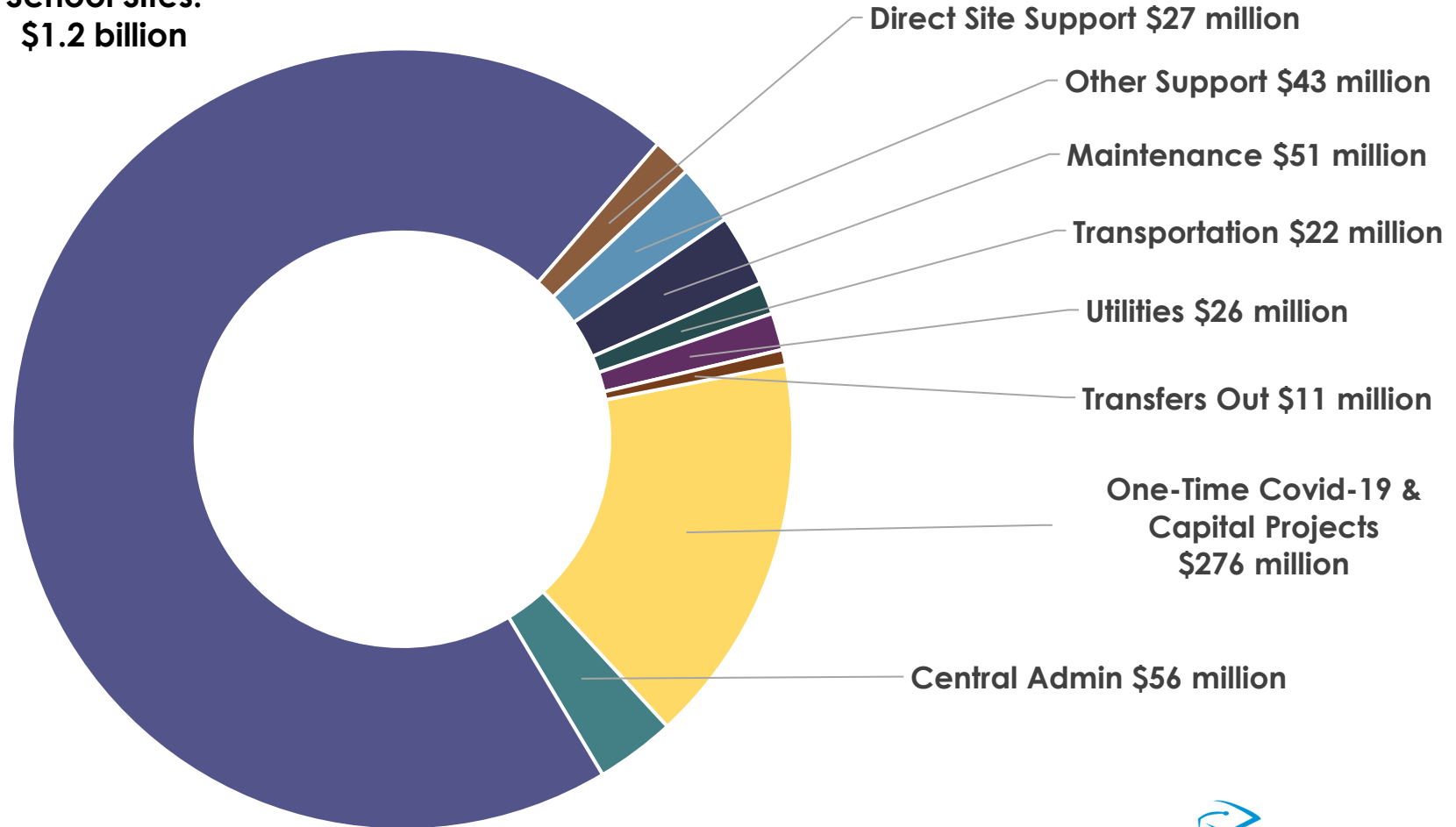


Board/Community Focus Areas & Strategic Planning

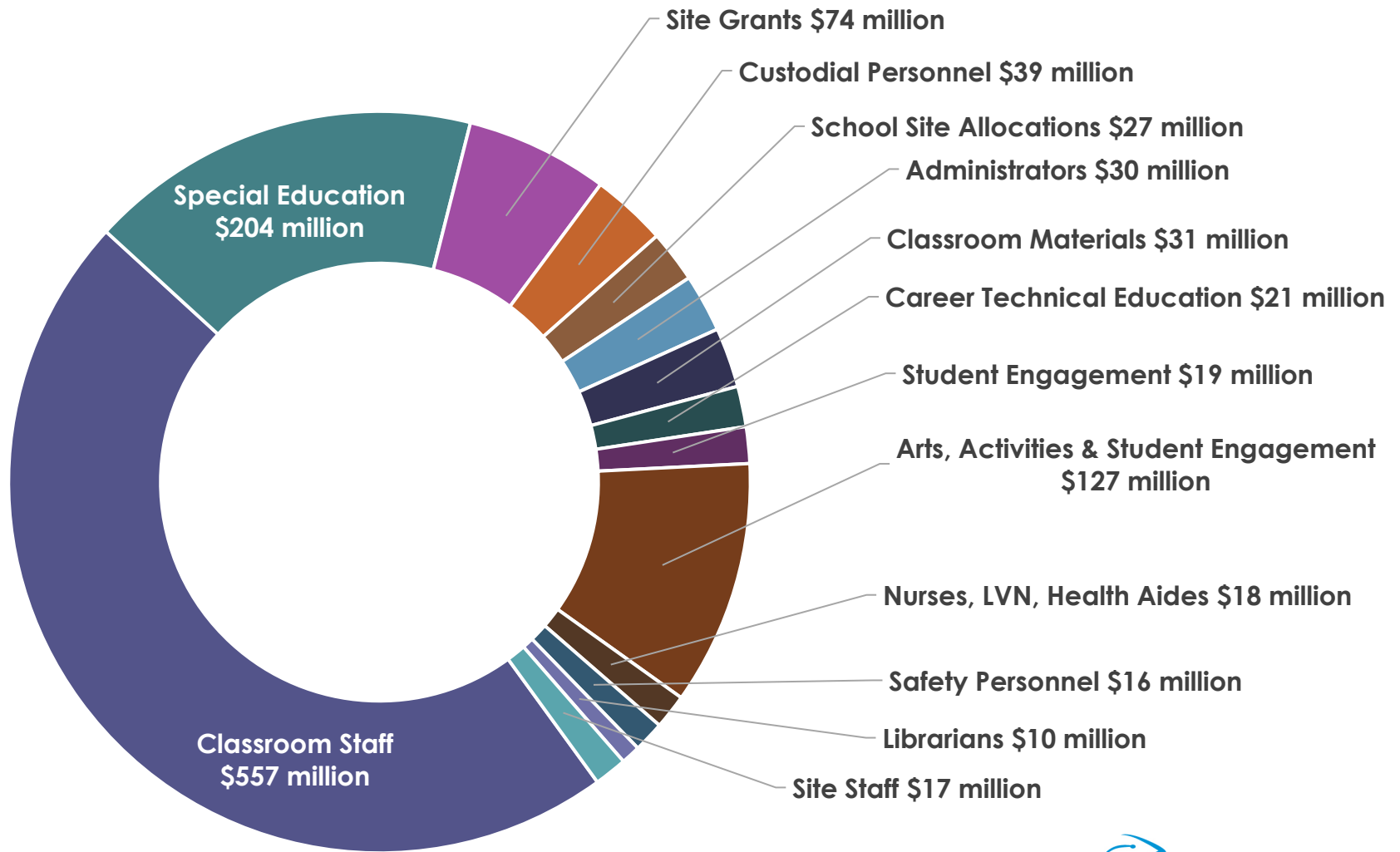
- Early Learning Expansion
- Special Education Inclusion
- Leadership Development
- A-ROI

2022/23 General Fund Budget – \$1.7 billion

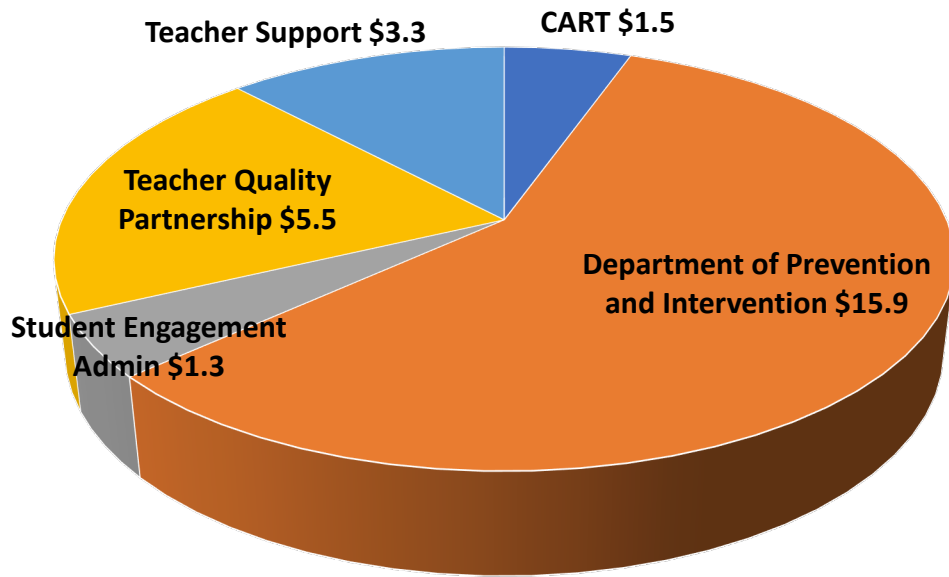
**School Sites:
\$1.2 billion**



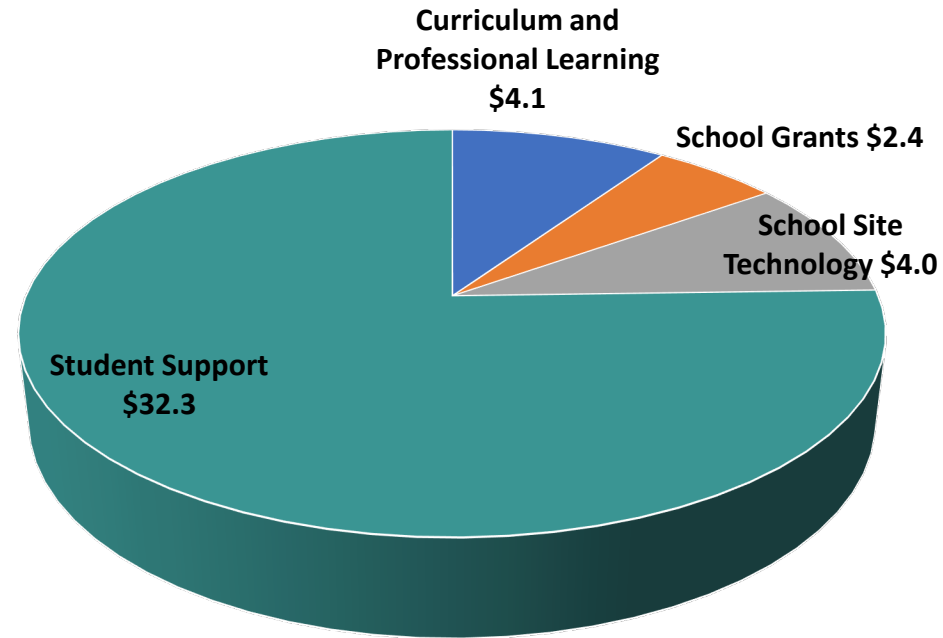
2022/23 School Sites – \$1.2 billion



2022/23 School Site Support – \$70 million



Total Direct Site Supports – \$27.5 million



Total Other Supports – \$42.8 million

2022/23 Elementary School Staffing

Description	Elementary School Baseline Staffing
Classroom Teachers	TK to 3rd Grade = 1 teacher to 24 students 4th to 6th Grade = 1 teacher to 29 students 7th and 8th Grade = 1 teacher to 29 students Elimination of combination classes in TK-6th grade where sufficient permanent classrooms are available
Additional Teachers	Designated Schools = 1 additional certificated FTE Instructional Coach
Classroom Aides	Kindergarten classrooms = 2 to 3 (6-hour aides)
Custodial	3 to 5 FTE based on school square footage
Clerical	Office Manager Office Assistant(s) = 1 to 2 FTE Library Technician Home School Liaison
Health and Mental Health Care Professionals	School Psychologist Registered Nurse (1 to 3 days/week) Licensed Vocational Nurse or Health Assistant (2 to 4 days/week) Staffing based on student medical support needs
Administration	Principal 1 to 2 Vice Principals

2022/23 Middle School Staffing

Description	Middle School Baseline Staffing
Classroom Teachers	1 teacher to 29 students
Additional Teachers	Middle School Redesign = 1 to 8 certificated FTE Transition Teacher = 1 FTE Campus Culture = 0.4 FTE School Climate = 0.6 FTE
Safety	Campus Safety Assistants = 3 to 4 FTE
Custodial	4 to 7 FTE based on square footage
Clerical	Office Manager Office Assistant = 1 to 2 FTE Attendance Records Assistant Library Technician Home School Liaison
Health and Mental Health Care Professionals	School Psychologist Registered Nurse (2 to 3 days/week) Licensed Vocational Nurse or Health Assistant (2 to 3 days/week) Staffing based on student medical support needs
Administration	Principal 1 to 2 Vice Principals Guidance Learning Advisor (GLA) Counselor 2 to 2.6 FTE

2022/23 High School Staffing

Description	High School Baseline Staffing
Classroom Teachers	1 teacher to 29 students
Additional Teachers	Professional Learning Updraft System “PLUS” Teams = 2 to 3 FTE Targeted Improvement Actions = 5 to 7 FTE Librarian
Safety	School Resource Officer and Probation Officers Campus Safety Assistant = 7 to 8
Custodial	6 to 15 FTE based on square footage 2 FTE based on Physical Education
Clerical	Office Manager, Registrar, Assistant Registrar and Financial Technician Office Assistant = 1 to 5 FTE Attendance Records Assistant = 2 FTE Library Technician Resource Counseling Assistant
Health and Mental Health Care Professionals	School Psychologist = 2 FTE Registered Nurse Licensed Vocational Nurse = .75 to 1.5 FTE (based on medical support needs)
Administration	Principal Vice Principals = 2 to 6 FTE Counselors = 3 to 11 FTE Campus Culture Director and Athletic Director

School Site and Department Inflation Increase

Recommended Allocations for 2023/24

- ❑ School Site Allocations
 - ❑ Recommend a 10% increase
 - ❑ Title I
 - ❑ Supplemental and Concentration
 - ❑ Recommend \$2.0 million one-time support
 - ❑ Recommend a 10% increase for supplies and services
 - ❑ Instructional Supplies
 - ❑ Library Funds
 - ❑ Student Engagement
- ❑ Department allocation
 - ❑ Recommend 5% increase for supplies and services

Upcoming Budget Discussions

- ❑ Board Presentations – LCAP and Budget
 - ❑ February through May
- ❑ Governor's May Revise
 - ❑ May 2023
- ❑ Public Hearing & Adoption of LCAP & Budget
 - ❑ June 2023