



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

AGENDA
FEBRUARY 22, 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. Executive Director
 - b. Executive Officer
 - c. Principal
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Vernell Bynum v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2012-0660
 - b. Diane Landresse v. Fresno Unified Workers' Compensation
Fresno Unified Case No. WC21-1102-6104

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

PLEDGE OF ALLEGIANCE

Carlos Castillo will lead the flag salute.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives from Sunnyside 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 February 08, 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 February 08, 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 Proposed Revisions for Board Bylaw

Included in the Board binders is a proposed revision for Board Bylaw 9323 Meeting Conduct. This revision meets the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-5, APPROVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following three Board Policies (BP): BP 0420 School Based Management Site Councils Coordinated Programs; BP 6170.1 Transitional Kindergarten; BP 7160 Charter School Facilities (NEW). These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-6, APPROVE Secondary District Plan and Application for the Work Experience Education Program

Included in the Board binders is a request for approval of the District Plan Application for the Work Experience Education (WEE) Program to be submitted to the California Department of Education per Education Code 51775, a review of the secondary district plan must be reviewed every three years. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA - continued

A-7, APPROVE Multiyear Agreement with DDI Capital for the District's Private LTE Network

Included in the Board binders is information on the multiyear agreement with DDI Capital for Netsync to purchase the annual maintenance and licensing from Nokia for the district's private LTE network. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,938,565 are available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3560.

A-8, APPROVE Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

Included in the Board binders and recommended for approval is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street. The purchase is of an existing 4-story office building (approximately. 50,085 sq. ft.) and adjacent parking lot (approximately. 10,890 sq. ft.). Staff recommends purchase amount of \$8,558,109 to the John S. Foggy Trust and the Ellis Family Partnership III. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$8,558,109 are available in the General Fund. and will be needed to purchase the property and close escrow. Contact person: Paul Idsvoog, telephone 457-3134.

A-9, APPROVE Award of Bid 23-32, Diesel School Busses

Included in the Board binders is information on Bid 23-32, Diesel School Busses, to purchase five new diesel school buses. These air-conditioned buses will add to the existing fleet and allow the Transportation Department to utilize older non-air-conditioned busses as backups. Staff recommends award to the lowest responsive, responsible bidder: A-Z Bus Sales (Fresno, California) \$1,188,426. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,188,426 are available in the Elementary and Secondary School Emergency Relief III Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-10, APPROVE Award of Request for Proposals 23-11, Network Equipment for Internal Connections

Included in the Board binders is information on Request for Proposals (RFP) 23-11, to replace and/or upgrade network equipment across school sites and facilities. Based on extensive review, staff recommends award to the best value vendor: Development Group, Inc. (Redding, CA) \$4,461,292. The Superintendent recommends approval. Fiscal impact: E-Rate eligible equipment is expected to be \$4,461,292. The district's portion at 15% should be \$669,194 and will be covered through the Technology Services Department E-Rate Fund and \$3,792,101 should be provided through the Federal E-Rate Program. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA - continued

A-11, APPROVE Award of Request for Qualifications 23-05, Student Mentoring Services

Included in the Board binders is a Request for Qualifications (RFQ) 23-05, to prequalify a pool of vendors to provide day-to-day school-based mentoring services to Fresno Unified School District students at selected school sites. Approval of the following vendors are recommended: Another Level Training Academy (Fresno, CA), Bridge Project Fresno (Fresno, CA), Every Neighborhood Partnership (Fresno, CA), Hand in Hand Enrichment Services (Fresno, CA), HandsOn Central California (Fresno, CA), StudentNest, Inc. (Fresno, CA), United for The Future/Engineered to Make a Difference (Fresno, CA). The Superintendent recommends approval. Fiscal impact: Funding is available through site budgets and Prevention & Intervention. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-12, APPROVE Award of Request for Qualifications 23-21, Custom Printing

Included in the board binders is information on Request for Qualifications (RFQ) 23-21, to qualify a pool of vendors for custom printing services in the categories of apparel, promotional items, paper items, signs, and banners. Staff recommends approving a list of qualified vendors to provide custom printing services on an as needed basis for a three-year period. The Superintendent recommends approval. Fiscal impact: Funding is available through site budgets. Custom Printing services were approximately \$6,563,885 last fiscal year. Contact person: Paul Idsvoog, telephone 457-3134.

A-13, DENY Claim GL22-1004-7836

Included in the Board binders is a Claim for Damages by Regina Bell, case GL22-1004-7836. 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-14, RATIFY Grant Application for Juan Felipe Herrera Elementary After School Education and Safety Program

Included in the Board binders is a grant application for Juan Felipe Herrera Elementary After School Education and Safety program. The Superintendent recommends ratification. Fiscal impact: The grant application requests \$152,612 in After School Education and Safety (ASES) program funds for a three-year period. Fresno Unified is to provide 33% in-kind matching funds as done in previous years for similar grants. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA - continued

A-15, RATIFY Change Orders

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

Bid 21-38, Centennial and Wishon Elementary Schools and Scandinavian Middle School Multipurpose Room HVAC Upgrades
Change Order 2 (Scandinavian) presented for ratification \$0

Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building
Change Order 5 presented for ratification \$142,317

Bid 22-30, Tenaya Middle School Office and Sitework Improvements
Change Order 2 presented for ratification \$16,217

Bid 22-38, Yokomi Elementary School Portable Restroom Installation
Change Order 2 presented for ratification \$1,446

The Superintendent recommends ratification. Fiscal impact: \$142,317 is available in the Measure M Fund for Bid 21-41 and \$17,663 is available in the School Facilities Fund for Bids 22-30 and 22-38. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications.

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements for Buildings C and D

Bid 22-28, Ventura and 10th Site and Parking Lot Improvements Phase II

Bid 22-30, Tenaya Middle School Office and Sitework Improvements
Bid 22-38, Yokomi Elementary School Portable Restroom Installation

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

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

B. CONFERENCE/DISCUSSION AGENDA

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

B-17, PRESENT and DISCUSS the 2023/24 Strategic Budget Development

At the January 25, 2023, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development was discussed. On February 22, 2023, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-18, RECEIVE the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2022/23

Included in the Board binders is the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2022/23. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of December 31, 2022, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

C-19, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2022 through January 31, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2022 through January 31, 2023 in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-20 RECEIVE Proposed Revisions for Board Bylaw

Included in the Board binders is a proposed revision for Board Bylaw 9005 Governance Standards. This item will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 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.

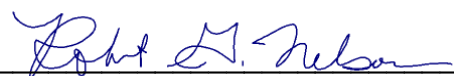
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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: February 22, 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

1082084	Cicoletti	Holly	Teacher, Middle School	Cooper Middle School	1/9/2023
1042076	Grice	Lisa	Teacher, Vis Hndcp, Dis	Special Ed	1/9/2023
1075962	Jano	Paige	Teacher, Senior High	McLane High School	2/6/2023
1066429	Krikorian	Michael	Teacher, Music, Elementary	Music/Visual and Perform Arts	1/17/2023

Classified Personnel

1083014	Akelah	Raghda	Paraprof, Mild/Moderate	Pyle Elementary	2/8/2023
1071689	Arias	Rosie	Specialist, Prevn & Intervn	Men's & Women's Alliance	1/19/2023
1081854	Bosquez	Melanie	Secretary II	Teacher Development	1/23/2023
1083008	Cabrera	Janeth	Assistant, Noontime	Homan Elementary	1/31/2023
1082804	Cortez Lopez	Alexis	Trustee Area Liaison	Board Of Education	1/30/2023
1081059	Cuevas Mendez	Cindy	Paraprof, Mild/Moderate	Birney Elementary	2/21/2023
1083038	Garcia	Justine	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	2/8/2023
1083051	Gill	Amber	Paraprof, Moderate/Severe	Robinson Elementary	2/14/2023
1083052	Henkel	Ashley	Paraprof, Mild/Moderate	Ewing Elementary	2/15/2023
1080655	Ibrahim	Saly	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	2/1/2023
1076201	Kaur	Mandeep	Paraprof, Mild/Moderate	Turner Elementary School	2/1/2023
1083019	Keith	Serey	Technician, Budget II	Instructional Services	2/14/2023
1042061	Lucio	Stephanie	Assistant, Office III	Special Educ Administration	2/6/2023
1082306	Manning	Derrick	Assistant, Campus Safety	Holland Elementary	2/9/2023
1077429	Mata	James	Custodian	Roosevelt High School	1/30/2023
1083036	Matapuku	Debra	Paraprof, Instructional Asst	Kratt Elementary	2/14/2023
1082498	Mendez	Breanne	Paraprof, Instructional Asst	Yokomi Elementary	1/25/2023
1081029	Moslim	Ghada	Paraprof, Moderate/Severe	Pyle Elementary	2/3/2023
1083023	Muir	Alexxine	Paraprof, Mild/Moderate	Scandinavian Middle School	2/8/2023
1070485	Najera	Rebecca	Paraprof, Mild/Moderate	Ahwahnee Middle School	2/1/2023
1079863	Palmer	Spring	Paraprof, Moderate/Severe	Pyle Elementary	2/2/2023
1046428	Parsons	Jessica	Assistant, Resrce Cnslg	Edison High School	2/7/2023
1075256	Robles	Eileen	Specialist, Human Resources	Human Resources	2/6/2023
1077972	Rogers	Jason	Paraprof, Moderate/Severe	Hoover High School	2/6/2023
1079550	Salcedo Renteria	Esmeralda	Assistant, Noontime	Leavenworth Elementary	1/27/2023
1082220	Sanderson JR.	Joe	Assistant, Campus Safety	Sunnyside High School	2/1/2023
1083009	Scroggins	Jordan	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	2/14/2023
1077778	Soto	Maria	Assistant, Attendance Records	eLearn Academy	2/16/2023
1071798	Thao	Pa	Paraprof, Mild/Moderate	Hidalgo Elementary	1/31/2023
1065886	Valdez-Estrada	Adriana	Assistant, School Office	Roosevelt High School	2/9/2023
1038054	Vang	Xao	Paraprof, Instructional Asst	Wishon Elementary	2/6/2023
1082988	Verma	Krishan	Technician, Systems I	Technology Services	1/30/2023

1082472	Williams	Gwendolyn	Paraprof, Mild/Moderate	Fort Miller Middle School	1/13/2023
1079741	Yang	Cheng	Technician, Budget II	Technology Services	2/1/2023
1065902	Yang	Christian	Technician, Budget I	Chief Academic Office	2/14/2023
1082610	Zamora	Mary	Paraprof, Moderate/Severe	Robinson Elementary	2/15/2023

Management Classified

1083035	Grantham	Sadie	Analyst I, Human Resources	Human Resources	2/14/2023
1082997	Price	Wendy	Manager II, Nurse Educator	Health Services	2/1/2023

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1040482	Bavaro	Carol	Specialist, Resource, Sp Ed	Robinson Elementary	6/8/2023
1078612	Carlis	Hunter	Teacher, Elementary	Ayer Elementary	2/6/2023
1078612	Cox	Cassidy	Teacher, Senior High	Roosevelt High School	6/8/2023
1070541	Crawford	Tasharey	Teacher, Lrng Hndcp, Sdc	Turner Elementary School	6/30/2023
1029325	Crimi	Jo Anne	Teacher, Elementary	Greenberg Elementary	6/8/2023 6/16/2023
1011496	Dong Urabe	Arleen	Teacher, Je Young Academic	Independent Study	7/31/2023
1035466	Drivas	Thomas	Teacher, Elementary	Balderas Elementary	7/1/2023
1070588	Gonzales	Kylee	Teacher, Elementary	Addams Elementary	1/23/2023
1070850	Gonzalez	Jose	Teacher, Lrng Hndcp, Sdc	Ahwahnee Middle School	2/3/2023
1076966	Jolliffe	Jennifer	Teacher, Elementary	Columbia Elementary	6/20/2023
1008422	Jordan-Smith	Lisa	Teacher, Spec Assgn	Viking Elementary	6/13/2023
1066429	Krikorian	Michael	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/30/2022
1031191	Lang	Joseph	Teacher, Elementary	Forkner Elementary	7/31/2023
1015456	Mccloskey	Susan	Teacher, Elementary	Viking Elementary	6/13/2023
1078273	Ovalle	Delilah	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/8/2023
1010483	Rivera	Virginia	Teacher, Elementary	Viking Elementary	6/13/2023
1012586	Rodriguez	Joann	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	7/31/2023
1010117	Scharton	Marcy	Teacher, Middle School	Fort Miller Middle School	6/8/2023
1034708	Wainscott	Anita	Teacher, Elementary	Leavenworth Elementary	6/8/2023
1015439	Weeks	Linda	Teacher, Elementary	Slater Elementary	7/31/2023
1010637	Winters	Kendall	Teacher, Lrng Hndcp, Sdc	Thomas Elementary	6/8/2023

Classified Personnel

1066413	Cheema	Baljit	Liaison, Home/School	Lawless Middle School 7-8	6/8/2023
1081898	Cruz	Savanah	Assistant, Noontime	Wilson Elementary	2/10/2023
1007648	Garcia-Arellano	Rosie	Technician, Libr Media-Elem	Bakman Elementary	1/5/2023
1078650	Gonzales	Jessica	Driver, Bus	Transportation	1/20/2023
1011520	Gonzales	Kathy	Technician, Libr Media-Elem	Storey Elementary	6/9/2023
1081776	Huynh	Mandy	Nutrition Services Assistant	Food Services	2/10/2023
1077504	Mann	Linla	Nutrition Services Assistant	Food Services	2/7/2023
1077047	Montelongo	Alexis	Paraprof, Moderate/Severe	IMC Special Ed	2/10/2023
1060130	Moseley	Shaquille	Paraprof, Moderate/Severe	Tehipite Middle School	2/5/2023
1076682	Nagra	Ranjeet	Nutrition Services Assistant	Nutrition Services	1/13/2023
1080509	Pereschica	Martin	Paraprof, Moderate/Severe	Heaton Elementary	1/27/2023
1007730	Reyna	Pearl	Paraeducator, Community Based	Adult Transition Prog Fairmont	9/13/2023
1007768	Rodriguez	Rita	Paraprof, Instructional Asst	Jefferson Elementary	7/14/2023
1011204	Romero	Shirley	Assistant, Office I	Early Learning Center	1/31/2023
1037390	Sharp	Cynthia	Paraprof, Instructional Asst	Vang Pao Elementary	3/30/2023
1035002	Yang	Ge	Custodian	Viking Elementary	6/30/2023

Management Certificated

1018207	English-Wong	Colleen	Vice Principal I	Eaton Elementary	6/15/2023
1071333	Hoke	Vincent	Vice Principal III	Duncan Polytechnical	6/28/2023
1027241	Kelly	John	Principal II	Phoenix Acad Elementary-Dclds	6/21/2023
1051351	Perez	Richard	Principal III	Kings Canyon Middle School	2/24/2023

LEAVE REQUEST**Certificated Personnel**

1026981	Casillas	Elizabeth	Teacher, Elementary	Wilson Elementary	2/2/2023
1074536	Fuller	Kimberly	Teacher, Elementary	Homan Elementary	2/3/2023

Classified Personnel

1078416	Coronado	Daniel	Nurse, Vocational License	Health Services	2/15/2023
1074453	Pineda Serrano	Floridilia	Paraprof, Child Development	Homan Elementary	2/2/2023
1052732	Quiroz Vargas	Maximina	Paraeducator, Community Based	IMC Special Ed	2/28/2023

R39-MONTH REEMPLOYMENT RIGHTS**Classified Personnel**

1048699	Maytorena	Melissa	Technician, Libr Media-HS	Bullard High School	1/25/2023
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PROMOTIONS**Classified Personnel**

1067384	Ambra Jr	Anthony	Plant Coordinator I	Rata	2/16/2023
1050739	Bell	Walter	Assistant, Resrce Cnslg	Hoover High School	2/8/2023
1079717	Betancourt	Xavier	Nutrition Services Operator	Nutrition Services	2/9/2023
1067396	Camarce	Jefferson	Worker, Grnds Maint III Chippe	Plant Operations	2/6/2023
1080098	Davila	Samantha	Paraprof, Moderate/Severe	Greenberg Elementary	2/9/2023
1074932	Duran-Rios	Saundra	Assistant, School Office	Edison-Computech 7-8	2/15/2023
1066607	Fuller	Luisa	Liaison, Home/School Spanish	Vinland Elementary School	8/12/2022
1062651	Garcia	Jonathan	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	2/15/2023
1048531	Garcia	Lisa	Paraprof, Mild/Moderate	Pyle Elementary	2/14/2023
1038681	Gomez	Everado	Driver, Bus	Transportation	2/1/2023
1079965	Guzman	Star	Emp Service Center Specialist	Payroll Department	2/2/2023
1080226	He	Yuehua	Nutrition Services Operator	Food Services	2/9/2023
1068427	Hurtado De Maciel	Maria	Paraprof, Child Development	Wilson Elementary	2/1/2023
1048869	Jacobo	Inez	Paraprof, Bilingual Spanish	Edison High School	2/28/2023
1069188	Martinez	Andrew	Worker, Grnds Maint IV Tree Tr	Plant Operations	2/6/2023
1060906	Mendoza	Esser	Plant Coordinator I	Homan Elementary	1/17/2023
1076686	Morales Jr	Reynaldo	Paraeducator, Autism	Anthony Elementary	1/23/2023
1077569	Puentes	Angela	Paraeducator, Autism	Ayer Elementary	1/25/2023
1065203	Rojas-Gonzalez	Jose	Plant Coordinator II	Bullard Talent 7-8	2/8/2023
1078769	Samaniego	Nathaniel	Paraprof, PE/Athletics	Fresno High School	2/14/2023
1065438	Serratos-Jimenez	Mayra	Liaison, Home/School Spanish	Olmos Elementary	2/16/2023
1066035	Silva	Evelyn	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/23/2023
1069240	Soto	Maria	Manager, Department Office	Payroll Department	2/21/2023
1037939	Tamblingson	Virginia	Registrar, Cart	Cart	2/14/2023
1065021	Valencia	Peter	Plant Coordinator I	Hidalgo Elementary	2/27/2023
1073921	Vang	Kevin	Specialist, Chd Wel & Attnd II	Elementary Division Area V	2/1/2023
1065901	Vue	Steven	Custodian, PE Male/Female	Edison High School	12/5/2022
1061447	Xiong	Vour	Manager, Auditorium Operations	Fresno High School	12/7/2022
1062291	Zamudio	Christopher	Supervisor, Transportation Ops	Transportation	2/2/2023

Management Classified

1065300	Luna	Astroberto	Analyst II	Human Resources	1/23/2023
1071511	Seib	Tyler	Analyst II	Human Resources	1/13/2023

PROBATIONARY RELEASE**Classified Personnel**

1048699	Huynh	Mandy	Assistant, Nutrition Services	Hamilton School	2/10/2023
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 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 February 08, 2023, Regular Board Meeting.

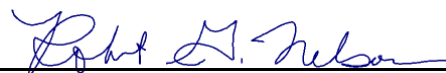
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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
February 08, 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 February 08, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

Board President Islas CONVENED the Regular Board Meeting at 4:30 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

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

For the record, Closed Session was extended to 5:40 p.m.

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

For the record, Closed Session was extended to 6:00 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:04 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Cazares, the Board acted in Closed Session to appoint Maiyer Vang to Executive Director (General) of the Parent Involvement Office, 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.

PLEDGE OF ALLEGIANCE

Board Member Levine led the Flag Salute.

HEAR Report from Superintendent – continued

- First, our teams have worked to address and rectify the transportation issues at Computech Middle School. This week all buses have been on time, except one which was caused by a malfunctioning gate at CART delaying the students' route. Even with that delay, the bus still made it to campus before the first bell. We are grateful to our transportation team, our bus drivers, dispatchers, and our labor partners for working together to adjust routes and form a routing committee that will review bus routes every month moving forward.
- We know there are also concerns with bus routes serving students receiving specialized services. These routes are more complex than general bus routes as they include door-to-door pick-ups and drop-offs, and they are serving students from across the district. For context, we have 124 routes serving our students receiving specialized services versus 69 general bus routes. Our transportation partner, First Student, has worked hard to recover from the pandemic and school closures by increasing their starting wages and increasing their recruitment efforts. We will continue working with First Student collaboratively to continue improving those routes.
- I want to thank our Information Technology (IT) team – this last week the IT team completed the rollout of the Promethean board at all middle schools! Now every elementary and middle school classroom has a 75" interactive panel with high-definition sound and display with a mounted Windows computer. The Promethean pilot in high school classrooms begins next month.
- Congratulations to Duncan students Karen Vathanaphong and Oscar Vazquez as they were selected to participate in the 2023 Air Force Junior Reserve Officer Training Corps Flight Academy Program. They are two of 200 students selected across all high school Air Force JROTC programs which include 105,000 cadets, and Karen and Oscar stood out amongst the 1,300 applicants across the nation. The Air Force Aim High Flight Academy is now in its fifth year, and they have graduated over 1,000 high school students earning their private pilot license. During the summer, Karen and Oscar will work with certified FAA flight instructors to practice takeoffs and landings, cross-country solo flights, emergency procedures, and radio communication protocols with airfield personnel and dissimilar aircraft. Finally, they will need to complete ground school, take a solo flight, and pass the FAA written exam before they are awarded their Private Pilot License. Karen and Oscar will also earn college credit as they complete their 8-week training! Congratulations Karen and Oscar, we are so proud of you!
- Saturday, Baird and Figarden went head-to-head in the annual Minecraft eSports tournament. After a close and exciting competition, Baird won the championship and will move on to play Curro South Africa for the international title. Congratulations to all our Minecraft eSports competitors, and Baird for winning the title for the second year in a row.
- Last week we had the pleasure of celebrating our Excellence in Education finalists and announcing the six winners! The event was great, but the energy of over 700 Fresno Unified family members in the house cheering one another on was even better! I want to say congratulations to all finalists and congratulate our six winners:

HEAR Report from Superintendent

- Department Administrator of the Year – Tumani Heights of Project ACCESS,
- Classified Employee of the Year – Cathy Lopez of Roosevelt High School,
- Elementary School Educator of the Year – Emmelin Herrera of Juan Felipe Herrera Elementary School,
- Middle School Educator of the Year – Jessica Matoian of Sequoia Middle School,
- High School Educator of the Year – Kyra Orgill of Fresno High School, and
- Administrator of the Year – Abraham Olivares of Fort Miller Middle School.
- This week is National School Counseling Week! We are so grateful to our counselors across the district for all they do! We have a quick video from Nancy Witrado, Director of College and Career Readiness to recognize this week and provide gratitude.
- February is Black History Month! We kicked the month off with our 9th Annual Edison Region Black History Month Program! Our students rocked the house at Roosevelt's Audra MacDonald Theater in front of a large crowd of Fresno Unified staff, families, and community partners. Thank you to all who made the 9th annual program a success! In addition to our annual Black History Month program, we have so many amazing learning opportunities and celebrations happening across the district in honor of Black History Month. Through a collaboration of our Black Student Unions, our Curriculum Instruction and Professional Learning team, and our Communications team, hundreds of students from Thomas Elementary got to see L. Kobie Da Wiz in action and went home with two of his books! This Saturday, our Ethnic Studies team, and Parent University team, will be taking almost 350 parents, students, and staff members on a trip to Allensworth! Allensworth was the first town in California to be founded, financed, and governed by African Americans. This is just a small example of the amazing things happening across the district as we celebrate and recognize Black History Month in February.
- I want to take a moment to invite Ms. Wendy McCulley to the podium to share some well-deserved recognition from our Foundation for Fresno Unified Schools.

BOARD/SUPERINTENDENT COMMUNICATIONS – continued

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Jonasson Rosas: Requested information pertaining to Wellness Committee vacancies, specifically School Health Advisory Counselors. Referenced a board communication regarding World Language Textbook Adoption and requested a workshop or presentation regarding the expansion of language offerings to share with the community.

Member Levine: Thanked Fort Miller Middle School for lifting the need of washer and dryer units to help support basic needs of students. Commented if a student's

basic hygienic needs are not met it can contribute to student attendance issues and even the student's ability to focus while at school. Encouraged staff and fellow board members to keep in mind when discussing the district budget.

Member Davis: Congratulated Lisa Mitchell on great job putting together the 9th Annual Black History Month program and shared how proud she was of student board members for their participation. Shared shoutout to Sunnyside and Bullard for the Safe Kids award. Commented on attending the Academic Decathlon and requested district staff to reach out to Fresno County Office of Education in hopes of providing an opportunity for more student participation.

Clerk Wittrup: Thanked and expressed appreciation for fellow trustees, executive cabinet members and student board members. Commented on the supportiveness of the group to problem solve to provide the best for students. Recognized there are often cultural barriers to progress often witnessed in school districts and referenced one within Fresno Unified: A reluctance to respond to requests for board communications and progress updates, quickly and accurately with specific information needed so board members may make informed decisions. Commented, personally has requested from the dais, detailed information regarding Wawona multiple times and has yet to receive the information. Commented, a cultural mindset specific to Fresno Unified that needs to change is one of sanitizing information so it sounds more positive and ignoring information requested. Commented the correct mindset should be urgency orientation for open communication.

For the record, Clerk Wittrup motioned to set a ten day turn around for requested board communications and if more than ten days is needed a progress communication is to be provided that will include when the complete information will be available.

For the record, Legal Counsel Martin did not recommend a motion on this agenda space as in his opinion it would be inappropriate from a Brown Act standpoint. Legal Counsel Martin suggested changes along this line should take the approach of the Bylaw amendment process. Legal Counsel Martin reiterated it would be improper to motion, second and vote on this issue at this time.

For the record, Clerk Wittrup asked what could be done, without going through another bureaucratic process, to get board communications with the specific information requested in a time which would allow trustees to make informed decisions.

For the record, Chief of Staff O'Connor suggested this topic be brought to the board bylaw subcommittee which is meeting this week. Legal Counsel Martin agreed the board bylaw subcommittee is the better place to address this issue, rather than approach from an ad hoc position.

For the record, Board President Islas requested clarity as to if item going to the board bylaw subcommittee would leave enough time for item to be placed on agenda. Chief of Staff O'Connor provided clarity.

Member Cazares: Commented board communication timelines were added to Board Bylaws several years ago and welcomes the opportunity to revisit again with the board bylaw subcommittee, thanked Clerk Wittrup for bringing item to the attention of the Board. Referenced comment of Trustee Jonasson Rosas regarding a request for a presentation on the dual language immersion program and suggested a marketing campaign for all middle and high school programs with offerings beyond the traditional school program.

Board President Islas: Shared support of Clerk Wittrup's comments pertaining to board communications. Expanded further on Member Cazares' comment pertaining to marketing campaign; commented parents do not always receive information in their home language or a format they can readily appreciate. Commented Fresno Adult School's enrollment needs to be bolstered and a marketing campaign would help. Shared shout out to Excellence in Education nominees and recipients. Congratulated those involved with the Black History Month program. Shared shout out to McLane's Hmong Dance Group who participated in the celebration for Oakland's Mayor Sheng Thao. Shared shout out to McLane students for their initiative in organizing a McLane Closet event.

Shared frustration and concern pertaining to the continuing risk of injury to students when they ride bikes or walk to and from school. Requested a board communication regarding the district's plans that are in action to help address safety risks to students. Commented we all want to protect students and there are safety issues beyond authority and control of the Board pertaining to infrastructure needs around schools. Shared frustration pertaining to response from colleagues at the City and County in trying to address investments to protect students, such as sidewalks, bike lanes, lights, and signals. Shared a call for help to address safety concerns.

Member Jonasson Rosas: Shared support of Clerk Wittrup's comments pertaining board communications. Expanded further on Member Cazares' comment pertaining to marketing campaign and referenced college recruitment videos that show culture of campuses; she recommends something similar.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

For the record, Agenda Item A-9, APPROVE Agreement with Koff & Associates was pulled from the agenda by staff and no action was taken on the item.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Consent Agenda, apart from Agenda Items A-9 which was pulled from the agenda by staff, and A-5, A-6, A-14, A-16, and A-21, which were pulled by Board Members for further discussion, was approved 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.

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-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 January 25, 2023, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the January 18, 2023, Board Workshop and the January 25, 2023, Regular Board Meeting.

A-4, ADOPT Resolution 23-13, Authorizing Submittal of Grant Applications and Execution of Agreements to Implement Projects from the San Joaquin Valley Air Pollution Control District Programs

ADOPTED as recommended, Resolution 23-13.

A-5, APPROVE Amendment to the 2022/23 and 2023/24 Academic Calendars to Recognize Juneteenth as a District Holiday

APPROVED as recommended, an amendment to the 2022/23 and 2023/24 Academic Calendar to Recognize Juneteenth (June 19th) as a District Holiday.

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

Member Thomas: Commented it is exciting to see Juneteenth recognized; this is a holiday which commemorates the emancipation of Black people. Shared this holiday has been highly celebrated by Black people since around 1866 and is sometimes called Jubilee Day, Emancipation Day, and Freedom Day, it is a happy

A. CONSENT AGENDA - continued

time. Shared, there is a joke that African Americans were given February the month with the least number of days, so they may decide to take a whole year and celebrate every other year. Shared congratulations to Lisa Mitchell for the Black History Month program.

Board President Islas: Recognized Juneteenth became a federal holiday in 2021 and California passed it in September 2022 and how crucial it is to acknowledge this investment of programs in support of African American History Month; especially as we live in a time where there is dismantling of investments.

On a motion by Board Member Thomas, seconded by Board President Davis, the Board approved Agenda Item A-5 by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

A-6, APPROVE Position and ADOPT Job Description Executive Chef and APPROVE Revision to the Classified Management 261 Duty Days Salary Schedule for Executive Chef

APPROVED and ADOPTED as recommended, the job description of Executive Chef and the Classified Management 261 Duty Days Salary Schedule with Executive Chef placement on E-20.

For the record, Board Members had comments/questions pertaining to Agenda Item A-6. A summary is as follows:

Board President Islas: Shared celebration for this item as school meals is an area in which families have shared the district needs to improve; this position is in direct response to family feedback regarding school meals. Requested clarity as to how long until position is filled. Requested clarity as to number of Executive Chef verses number of Regional Chefs. Chief Idsvoog was available to provide clarity.

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

A-7, APPROVE 2022/23 Classified Hourly, Classified Food Services Hourly, Classified Management 261 Duty Days, Supplemental Services Contracts Rates of Pay, and Extra Pay/Extra Services Salary Schedules

APPROVED as recommended, the 2022/23 Classified Hourly, Classified Food Services Hourly, Classified Management 261 Duty Days, Supplemental Services Contracts Rates of Pay, and Extra Pay/Extra Services Salary Schedules.

A. CONSENT AGENDA - continued

A-8, APPROVE Agreement with Adventure Education Solutions Inc. Ski/Snowboard and Rock-climbing League

APPROVED as recommended, an agreement with Adventure Education Solutions Inc. Ski/Snowboard and Rock-Climbing League.

~~A-9, APPROVE Agreement with Koff & Associates~~

ITEM PULLED BY STAFF. NO ACTION TAKEN.

A-10, APPROVE Agreement with Recruitment Alley

APPROVED as recommended, an agreement with Recruitment Alley.

A-11, APPROVE Amendment to Agreement with Taylor English Duma, LLP

APPROVED as recommended, an amendment with Taylor English Duma, LLP.

A-12, APPROVE Addendum to Agreement with Supplemental Healthcare Agency

APPROVED as recommended, an addendum to the agreement with Supplemental Healthcare Agency.

A-13, APPROVE Grant Applications to the San Joaquin Valley Air Pollution Control District Authorizing the Acceptance of Grant Awards and the Execution of Grant Agreements

APPROVED as recommended, the submission of grant applications to the San Joaquin Valley Air Pollution Control District for the New Alternative Fuel Vehicle Purchase Program; authorizing the acceptance of grant awards and the execution of grant agreements if awarded funds.

A-14, APPROVE Award of Request for Proposals 23-24, Executive Chef Services

APPROVED as recommended, Request for Proposals (RFP) 23-24, to select a qualified vendor to provide executive chef services.

For the record, Board Members had comments/questions pertaining to Agenda Item A-14. A summary is as follows:

Board President Islas: Requested clarity as to number of Regional Chefs and location of placement. Executive Director Harvey was available to provide clarity.

On a motion by Board President Islas, seconded by Board Member Thomas, the Board approved Agenda Item A-14 by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

A-15, DENY Claim GL22-0919-7612

DENIED as recommended, a Claim for Damages by Arlet Rodarte, case GL22-0919-7612.

A. CONSENT AGENDA - continued

A-16, RATIFY Early Learning Department Expansion Funds to California Department of Social Services General Child Care and Development Program

RATIFIED as recommended, Early Learning Department Applications to California Department of Social Services (CDSS) for General Child Care and Development Program (CCTR) Expansions Funds for Fiscal Year 2022/23.

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

Member Davis: Shared excitement and support of this item as resources will add additional seats for attendance of children from birth to age 3.

On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board approved Agenda Item A-16 by a vote of 7-0-0-0, as follows:
AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

A-17, RATIFY Third Amendment to Lease Agreement for Property Located at 850 N. Blackstone Avenue

RATIFIED as recommended, the third amendment to the lease agreement with Specific Properties, LLC for the building located at 850 N. Blackstone Avenue in Fresno, which houses Parent University and Human Resources Fingerprinting.

A-18, RATIFY Change Orders

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

- Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements for Buildings C and D
Change Order 8 (South Campus Site) presented for ratification \$51,144
Change Order 8 (Tenant Improvements) presented for ratification \$3,801
- Bid 21-42 Section B, Edison High School Athletic Field Improvements
Change Order 3 presented for ratification \$12,549
- Bid 21-42 Section C, Sunnyside High School Athletic Field Improvements
Change Order 3 presented for ratification \$13,752
- Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 2 presented for ratification \$127,097
- Bid 22-28, Ventura and 10th Site and Parking Lot Improvements Phase II
Change Order 2 presented for ratification \$51,320

A. CONSENT AGENDA - continued

- Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements
Change Order 1 presented for ratification \$21,582
Change Order 2 presented for ratification \$38,391
- Formal Quote, Education Center Restroom Remodel
Change Order 2 presented for ratification \$12,844

A-19, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for the following projects, which have been completed according to plans and specifications.

- Bid 21-42 Sections B and C, Edison, and Sunnyside High School Athletic Field Improvements
- Formal Quote, Education Center Restroom Remodel

A-20, RATIFY Purchase Orders from November 01, 2022 through November 30, 2022 – Primary Report

RATIFIED as recommended, information on purchase orders issued from November 01, 2022 through November 30, 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 apart from 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-21, RATIFY Purchase Orders from November 01, 2022 through November 30, 2022 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from November 01, 2022 through November 30, 2022.

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

“Agenda item A-21 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-21 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.

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

A. CONSENT AGENDA - continued

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board approved Agenda Item A-21 by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSTENTION: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

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

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of two items as follows:

C-22, RECEIVE Proposed Revisions for Board Bylaws

Included in the Board binders is a proposed revision for the following Board Bylaw (BB) 9323 Meeting Conduct.

C-23, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following three Board Policies (BP) 0420 School Based Management Site Councils Coordinated Programs; BP 6170.1 Transitional Kindergarten; BP 7160 Charter School Facilities (NEW).

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 6:58 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 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 Proposed Revisions for Board Bylaw

ITEM DESCRIPTION: Included in the Board binders is a proposed revision for the following Board Bylaw (BB):

- Board Bylaw 9323 Meeting Conduct

This revision meets the California School Boards Association (CSBA) recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red-strikeout – Recommended deletion

Green font – CDE/FPM required change

Purple font - Information change

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

PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified School District Board Bylaw (BB) 9323

Meeting Conduct

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains their abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board.(Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, **except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.**

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

Members of the public who wish to address the board shall submit a speaker card specifying the item they wish to address. **The speaker card will require the name of the speaker and request they identify if they are a student, parent, district resident or other community member.** To the extent practical, the card should be submitted before the Board president announces the specific item.

Unscheduled oral communications shall be limited to a maximum of 30 minutes, but may be extended at the discretion of the Board president. **Members of the public who did not have the opportunity to speak during unscheduled oral communication shall have the opportunity to address the Board at the end of the meeting.**

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff members may ask a question for clarification, make a brief announcement, or make a brief report on **their his/her** own activities. (Government Code 54954.2)

Furthermore, the Board or a Board Member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard it; the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers will be allowed three minutes to address the Board on each agenda item, or nonagenda item. **The president may, based on compelling circumstances, limit speakers' time to two (2) minutes (for example, when there is a large number of speakers that wish to be heard). A speaker may receive only one (1) deferral of another speaker's time.** The Board shall limit the total time for public input for each agenda item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. **Any such adjustment shall be done equitably so as to allow a diversity of viewpoints.** The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

(cf. 1312.1 - Complaints Concerning School Personnel)
(cf. 9321 - Closed Session Purposes and Agendas)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)
 - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president **shall may** inform the complainant of the appropriate complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

7. **The Board president shall not permit actual disruption of Board meetings. Actual Persistent** disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board **and** **remove the individual from the meeting.**

8. **Placards, signs and other demonstrative items or visual aids (collectively referred to as "Signs") are subject to regulation. Individuals and groups with Signs must occupy the last two rows of seating provided in the meeting. Individual Signs must be held by a single person below the person's face and must not obstruct the view of Board members, language translators, or any other person attending the meeting. Signs must not contain obscene or threatening language or symbols, or otherwise disrupt the orderly conduct of the meeting."**

The Board **President or designee** may remove **disruptive** an individual(s) **for actually disrupting the meeting and order the room cleared if necessary.** Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee shall designate locations from which members of the public may make such recordings. On a case by case basis and without causing a distraction, the Board President may permit members of the public to come to the front of the room to make such recordings.

(cf. 9324 - Minutes and Recordings)

If the Board finds the noise, illumination or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

District Broadcast of Meetings:

Although not required by law to do so, the District generally broadcasts (audio and video) each regular meeting of the Board of Education in order to provide students, parents, employees and the broader community the opportunity to observe Board meetings in real time. The Board reserves the right to temporarily suspend broadcasts (video portion) when the president determines that obscene images, graphics, or signage could appear in the broadcast.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees
32210 Willful disturbance of public school or meeting a misdemeanor
35010 Prescription and enforcement of rules
35145.5 Agenda; public participation; regulations
35163 Official actions, minutes and journal 35164 Vote requirements
35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

54953.3 Prohibition against conditions for attending a board meeting
54953.5 Audio or video tape recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda; posting; action on other matters
54954.3 Opportunity for public to address legislative body; regulations
54957 Closed sessions
54957.9 Disorderly conduct of general public during meeting; clearing of room
PENAL CODE
403 Disruption of assembly or meeting

COURT DECISIONS

City of San Jose v. Garbett, (2010) 190 Cal.App.4th 526
Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Rubin v. City of Burbank, (2002) 101 Ca.App.4th 1194

Baca v. Moreno Valley Unified School District, (C.D. Cal. 1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

90 Ops.Cal.Atty.Gen. 47 (2007)

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

59 Ops.Cal.Atty.Gen. 532 (1976)

55 Ops.Cal.Atty.Gen. 26 (1972)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2005

Board Presidents' Handbook, rev. 2002

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: May 11, 1995

revised: September 24, 1998

revised: January 12, 2000

revised: February 12, 2014

revised: May 30, 2018

revised: Winter __, 2022

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 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 Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following three Board Policies (BP):

- BP 0420 School Based Management Site Councils Coordinated Programs
- BP 6170.1 Transitional Kindergarten
- BP 7160 Charter School Facilities (NEW)

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

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red-strikeout – Recommended deletion

Green font – CDE/FPM required change

Purple font - Information change

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

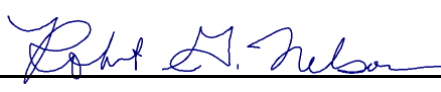
PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





Fresno Unified Board Policy (BP) 0420

School ~~Plans-Based-Management~~ /Site Councils ~~Coordinated-Programs~~

The Governing Board believes that comprehensive planning that is aligned with **District Goals and the district's** Local Control and Accountability Plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)

Each district school **that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000** shall establish a school site council in accordance with Education Code ~~52852-65000-65001~~ **and the accompanying administrative regulation to develop, review, and approve school plans. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)**

~~For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 64001)~~

(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6190 - Evaluation of the Instructional Program)

As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. **The Superintendent or designee He/she** shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in these categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the **school** site council.

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 64001)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

52-53 Designation of schools

~~8240-8244 General child care and development programs~~

~~8750-8754 Conservation education~~

~~18100-18202 School libraries~~

~~41500-41573 Categorical education block grants~~

~~44500-44508 Peer Assistance and Review Program~~

~~44520-44534 New Careers Program~~

~~48400-48403 Compulsory continuation education~~

~~48430-48438 Continuation education~~

~~48660-48667 Community day schools~~

~~51745-51749.3 Independent study~~

~~51760-51769.5 Work experience education~~

~~51870-51874 Educational technology~~

~~52053-52055.51 Immediate Intervention/Underperforming Schools Program~~

~~52055.600-52055.662 High Priority Schools Grant Program~~

52060-52077 Local control and accountability plan

52176 **English learner** Advisory committees

~~52200-52212 Gifted and Talented Education Program~~

~~52300-52346 Regional occupational centers~~

~~52500-52525 Adult education~~

~~52610-52616.24 Adult education~~

~~52800-52887 School-Based Program Coordination Act~~

~~54000-54041 Educationally Disadvantaged Youth Programs~~

~~54100-54145 Miller-Unruh Basic Reading Act~~

~~54425 Advisory committees (compensatory education)~~

~~54650-54659 Education Improvement Incentive Program~~

56000-56867 Special education

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

65000-65001 School site councils

~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~52012 Establishment of school site council~~

~~52014-52015 School plans~~

~~52890 Qualifications and duties of outreach consultants~~

~~MILITARY AND VETERANS CODE~~

~~500-520.1 California Cadet Corps~~

~~CODE OF REGULATIONS, TITLE 5~~

~~3930-3937 Compliance plans~~

UNITED STATES CODE, TITLE 20

6303 School improvement

6311 State plan

~~6312-6319 Title I programs; plans~~

6314 Schoolwide programs; schoolwide program plan

~~6421-6472 Programs for neglected, delinquent, and at-risk children and youth~~

~~6601-6651 Teacher and Principal Training and Recruitment program~~

~~6801-7014 Limited English proficient and immigrant students~~

~~7101-7122 Student Support and Academic Enrichment Grants~~

~~7114 Safe and Drug-Free Schools and Communities; district plan~~

7341-7355c Rural Education Initiative

Management Resources:

~~CDE PUBLICATIONS~~

~~Voluntary Template for the Single Plan for Student Achievement~~

WEB SITES

California Department of Education, A Guide for Developing the Single Plan for Student Achievement, February 2014:

~~<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>~~

~~Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>~~

U.S. Department of Education: <http://www.ed.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 12, 1992 Fresno, California
revised: June 4, 2003
revised: November 9, 2005
revised: September 9, 2015
revised: Spring __, 2023

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

Fresno Unified Board Policy (BP) 6170.1

Transitional Kindergarten

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program for eligible children. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program ~~will~~ **shall** admit children **as follow: whose fifth birthday is from September 2 through December 2.** (Education Code 48000)

- 1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2**
- 2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2**
- 3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2**
- 4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2**
- 5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1**
- 6. A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).**

Parents/guardians of eligible children ~~will~~ **shall** be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

On a case-by-case basis, **a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program** ~~u~~pon request of the child's parent/guardian, if the Superintendent or designee determines that it is in the child's best interest. ~~the district may admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for Kindergarten.~~

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is ~~after December 2 of the same school year, provided the child's parent/guardian approves~~ **after the date specified for admittance for the applicable year as described above, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve.** Prior to such enrollment, the child's parent/guardian shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases) (cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential knowledge and skills which may include, as appropriate, related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

The Board shall establish the length(s) of the school day in the district's TK program, which shall be at least three hours but no more than four hours long except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, TK programs may be maintained for different lengths of time at the same or different school sites, as long as of the school day is at least three hours but not more than four hours for the kindergarten program either at the same or different school sites.

The Superintendent or designee shall annually report to the California Department of Education as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46117, 48003)

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, ~~2020~~23, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, **including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.**

The district shall, maintain the required average student staff ratio in accordance with the Education Code 48000.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. Teacher shall monitor and regularly report to the Superintendent or designee regarding program implementation and the progress of students in meeting related academic standards and **student preparedness for future education.**

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

8281.5 California Prekindergarten Planning and Implementation Grant Program

8970-8974 Early primary program, including extended-day kindergarten

17375 California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program

37202 Equal time in all schools ~~School calendar; equivalency of instructional minutes~~

44065 Issuance of and functions requiring credentials

44256 Authorization for teaching credentials

44258.9 County superintendent review of teacher assignment ~~monitoring by county office of education~~

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46120 Expanded Learning Opportunities Program

46300 Method of computing ~~Computation of~~ average daily attendance ~~inclusion of kindergarten and transitional kindergarten~~

48000 Minimum age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48003 Kindergarten annual report

48011 Promotion/retention following one year of kindergarten

48200 Compulsory education ~~starting at age six~~

CODE OF REGULATIONS, TITLE 5

18000-18434 Child care and development programs

18068 Attendance and expenditure reports

18272 Developmental profile

18281 Environment rating scales

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 27, 2015 Fresno, California

revised: May 9, 2018

revised: Spring __, 2023

Policy Section: 6000 Instruction

Fresno Unified Board Policy (BP) 7160

Charter School Facilities

Facilities

The Governing Board believes that all students, including those attending charter schools, should have access to adequate facilities that are safe and support student learning.

Facilities to be used by a charter school shall be specified in the school's charter pursuant to Education Code 47605 and shall also be addressed in a written memorandum of understanding between the district and charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

As applicable, charter school facilities shall comply with the California Building Standards Code adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located pursuant to 24 CCR 101 et seq. or the Field Act pursuant to Education Code 17280-17317 and 17365-17374. (Education Code 47610, 47610.5)

Upon request, the Board shall make facilities available to an eligible charter school operating in the district, as defined in law and administrative regulation. In accordance with applicable law, such facilities shall be contiguous, furnished, equipped, and sufficient to accommodate all the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. The Board shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate and shall not move the charter school unnecessarily. If the district's preliminary proposal or final notification regarding the space does not accommodate the charter school at a single school site, the Board shall make a specific finding that the charter school could not be accommodated at a single site and shall adopt a written statement of reasons explaining the finding. (Education Code 47614; 5 CCR 11969.1-11969.10)

(cf. 7110 - Facilities Master Plan)

The district shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter school students. (Education Code 47614)

(cf. 3100 - Budget)

The Superintendent or designee may assist eligible charter schools in applying for state facilities funding for new construction or rehabilitation of facilities pursuant to Education Code 17078.52-17078.66 and/or for rent and lease expenditures pursuant to Education Code 47614.5.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

17070.10-17080 Leroy F. Greene School Facilities Act of 1998, including:

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

46600 Interdistrict attendance agreements

47600-47616.5 Charter Schools Act

48204 Residency requirements for school attendance

GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable

53097.3 Charter school ordinances

CODE OF REGULATIONS, TITLE 2

1859.2 Definitions

1859.31 Classroom inventory

1859.160-1859.172 Charter school facilities program, new construction

CODE OF REGULATIONS, TITLE 5

11969.1-11969.10 Charter school facilities

COURT DECISIONS

Bullis Charter School v. Los Altos School District, (2011) 200 Cal.App.4th 1022

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

Sequoia Union High School District v. Aurora Charter High School (2003) 112 Cal.App.4th 185

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 52 (1997)

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: Spring____, 2023 Fresno, California

Policy Section: 7000 Facilities

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Secondary District Plan and Application for the Work Experience Education Program

ITEM DESCRIPTION: Included in the Board binders is a request for approval of the District Plan Application for the Work Experience Education (WEE) Program to be submitted to the California Department of Education Per Education Code 51775, a review of the secondary district plan must be reviewed every three years. In reviewing the plan, the application must be submitted with the following required enclosures:

- Copy of Board Approving Minutes
- Course Description w/units of Instruction per semester
- Copy of Student Training Agreement
- Letter of Authorization to Issue Work Permits (original signature of the district superintendent or designee)
- Description of WEE's procedure for granting school credit (if applicable)

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

PREPARED BY: Jeremy Ward,
Assistant Superintendent

DIVISION: Instructional Division
PHONE NUMBER: (559) 475-3731

CABINET APPROVAL: Dr. Natasha Baker,
Chief of Staff

SUPERINTENDENT APPROVAL:





California Department of Education

Secondary District Plan And Application for the Work Experience Education (WEE) Program

(Per EC 51775, a review of the secondary district plan must be reviewed every three years.)

Fresno Unified School District Local Educational Agency (LEA) / District / School	Fresno County	
2309 Tulare Street Street Address	Fresno City	93721 Zip Code

Place an "X" in the appropriate box (es) to identify the conditions under which WEE will operate.

	Exploratory WEE	General WEE	Career Technical WEE
Regular School	☐	☒	☐
Summer School	☐	☒	☐

In addition to complying with appropriate federal and state laws, California *Labor Code*, California *Education Code*, and California *Code of Regulations*, Title 5, the LEA agrees to the following assurances:

1. **District Plan:** The district plan for Work Experience Education (WEE) has been approved and adopted by the local governing board and is attached in the enclosed copy of Board Approving Minutes. (EC § 51762 & CCR, T5 § 10070)
2. **Responsibility for District Plan:** The WEE teacher-coordinator shall implement and/or comply with the assurances contained herein. The school district administration is responsible for those assurances outside the requirements of the WEE teacher-coordinator. (e.g. Assurances 14, 15, 17, and 18)
3. **Credential:** The WEE teacher-coordinator shall possess a valid secondary-level credential, have two years of occupational experience outside the field of education, and have knowledge of the educational purposes, standards, laws, and regulations regarding WEE. (EC § 51762 & CCR, T5 § 10075)
4. **Enrollment in WEE:** The WEE teacher-coordinator approves students for enrollment in WEE. (EC § 51760)
 - a. At the time of enrollment, students are at least 16 years of age. (EC § 51760.3(a))

Exceptions:

 - Students in grade 11 or higher. (EC § 51760.3)

- Students enrolled in Exploratory WEE may be less than 16 years of age and in the middle school. (CCR, T5 § 10071 (c))
 - Principal may certify exemption. (EC § 51760.3)
 - WEE may be identified on the Individualized Education Program. (EC § 51760.3)
 - The pupil is at least 14 years of age and the principal in the school in which the pupil is enrolled certifies that it is necessary for the pupil's participation in a career technical education program. (EC § 51760.3)
5. **Minimum Day:** The minimum day for students is four periods totaling at least 180 minutes in duration (including WEE). (EC § 46144)
 Exceptions:
 - Continuation high school students. (EC § 46145)
 - Graduating WEE students in the last semester of their senior year. (EC § 46147)
 6. **Pupil/Teacher-Coordinator Ratio:** The pupil/teacher-coordinator ratio in WEE does not exceed 125 pupils per one full-time equivalent certificated WEE teacher-coordinator. Only duties and time directly related to the operation of WEE are considered when determining the pupil/teacher-coordinator ratio. (EC § 46300(b))
 Exceptions:
 - Ratio may be waived by the State Board of Education. (EC § 46300(b))
 7. **Related Classroom Instruction:** The WEE teacher-coordinator is responsible for preparing and conducting related classroom instruction. (EC § 51760, § 51762.5(b) & CCR, T5 § 10073)
 - a. Related classroom instruction or guidance for each semester and type of WEE is conducted by the WEE teacher-coordinator a minimum equivalent of one instructional period per week offered in sessions scheduled intermittently throughout the semester. (EC § 51760.3(b))
 8. **Course Description:** The WEE course description, with major units of instruction for each semester and for each type of WEE offered is attached in the enclosed course description with units of instruction per semester. (CCR, T5 § 10073)
 9. **Work Sites:** The WEE teacher-coordinator identifies, selects, and/or approves work sites. (EC § 51762.5(a) & CCR, T5 § 10072)
 - a. A minimum of two on-site contacts per semester with a work site supervisor at each work site and minimum of one on-site contact during the summer school session is mandated for completion by the WEE teacher-coordinator. (CCR, T5 § 10074)
 10. **Student Training Agreement:** A written formal training agreement identifying the responsibilities of the school district, employer, parent/guardian, and student is developed for each WEE student and is attached in the enclosed copy of Student Training Agreement. (EC § 51762.5 & CCR, T5 § 10071)

The following are found on the Student Training Agreement:

- a. Student objectives to be accomplished at the work site. (CCR, T5 § 10071)
 - b. The work site offers a reasonable probability of continuous employment for the student during the period for which the student is enrolled in WEE. (EC § 51760 & § 51762.5)
 - c. The employer has adequate equipment, materials, and other facilities to provide appropriate learning opportunities. (EC § 51760 & CCR, T5 § 10072)
 - d. Work conditions will not endanger the health, safety, welfare, or morals of the student. (EC § 49116, § 51762 & CCR, T5 § 10072)
 - e. The employer provides adequate adult supervision to ensure that:
 - (1) The Exploratory WEE student is provided opportunities to observe and sample a variety of conditions of work to ascertain his/her interests and suitability for occupations being explored.
 - (2) The General WEE student is provided opportunities to gain occupational skills.
 - (3) The Career technical WEE student is provided opportunities to reinforce and extend the job skills and knowledge learned through the school career/vocational education instructional program. (CCR, T5 § 10071 & § 10072)
 - f. The employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employee/employer relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the local school district. (EC § 51768, § 51769 & CCR, T5 § 10071)
 - g. The employer maintains student's hourly work records and cooperates in rating his/her achievement at the work site. (EC § 51762.5 & CCR, T5 § 10072)
 - h. The employer assures the district that he/she does not discriminate based on race, creed, color, gender, sexual orientation, disability, political affiliation, or religion. (EC § 51760.3(c) & CCR, T5 § 10071)
11. **Work Permits:** All work permits for students enrolled in WEE are issued or verified by the WEE teacher-coordinator or authorized designee in writing per the enclosed Letter of Authorization to issue work permits. (The document needs **original signature** of the District Superintendent or designee.) (EC § 49110 (b))

12. **Exploratory WEE:** For each student enrolled in Exploratory WEE, a limit on the number of hours of observation is established at each observation site. (CCR, T5 § 10071(c))
13. **Granting Credit:** The procedure for granting school credit for WEE is found in enclosure (4). A student satisfactorily completing the WEE program requirements may earn a maximum of 40 semester credits made up of one or a combination of two or more of the following:
 - (1) Exploratory WEE - Ten (10) semester credits for each semester with a maximum of twenty (20) semester credits.
 - (2) General WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.
 - (3) Career Technical WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits. (EC § 51760.3, § 51762.5(b)(f) & CCR, T5 § 1635)
14. **Professional Development:** A provision is made for WEE professional development for new and continuing teacher-coordinators and other support personnel in WEE, to ensure the quality of the WEE program. (EC § 51762)
15. **Clerical Services & Records:** A provision is made for clerical services to assist the professional in meeting the goals and objectives of WEE and to assure the accuracy, completeness, and quality of the records.

The district shall maintain records including:

- a. Type of WEE in which each student is enrolled, where the student is employed, the type of job held or observation sites and hours of rotation. (EC § 51762.5)
 - b. Work permit issued, if applicable. (EC § 49110) Note: Not required for Exploratory WEE.
 - c. Employer's report of student's hourly work record and performance on the job. (EC § 51762.5)
 - d. Report of employer consultations. (EC § 51762.5 & CCR, T5 § 10074)
 - e. Ratings of each student, including his/her grade. (EC § 51760.3 & § 51762.5)
 - f. Formal training agreement for each employer and student that describes the responsibilities of the employer, student, school, and parent/legal guardian. (EC § 51762.5 & CCR, T5 § 10071)
16. **Summer School:** WEE during the summer is conducted in the same time period as the rest of the approved summer school and conforms to all appropriate federal and state laws, California *Labor Code*, California *Education Code*, and California *Code of Regulations*, Title 5 rules and regulations applicable to WEE.

17. **Civil Rights Act:** WEE covered by this plan shall comply with Title VI and Title VII of the Civil Rights Act of 1964 and with Title 5 of the *California Code of Regulations*. (EC § 51762)
18. **Nondiscrimination:** WEE covered by this plan shall comply with Title IX (Nondiscrimination on the Basis of Sex) of the Education Amendments of 1972. (EC § 51762)

I hereby certify that to the best of my knowledge, the provisions for WEE outlined in this Secondary District Plan meet all California Department of Education requirements.

District Superintendent or Designee

Date

Date Local Governing Board Approved: _____

Person Preparing Application:

Name: Grady Lane

E-mail: Grady.Lane@fresnounified.org

Title: Manager II, Education

Phone: (559) 248-7536

This Secondary District Plan and application for a WEE program must include the **original signature** of the district superintendent or designee along with the following required enclosures:

- Enclosures:
- (1) Copy of Board Approving Minutes
 - (2) Course Description w/units of Instruction per semester
 - (3) Copy of Student Training Agreement
 - (4) Letter of Authorization to Issue Work Permits (**original signature** of the district superintendent or designee)
 - (5) Description of WEE's procedure for granting school credit (Only if expanded from minimum description provide on #13)

Submit this Secondary District Plan and application along with all of the enclosures to:

Erle Hall, MS
Education Programs Consultant
CTE Leadership and Instructional Support Office
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814
ehall@cde.ca.gov
916-323-2564

Fresno Unified School District

Course of Study for Work Experience Education

Course Title:	Work Experience Education (WEE)
Curricular Area:	Career Technical Education
Course Number:	7770ELEX
Length:	Up to Four (4) semesters
Credits:	Ten (10) semester credits with a maximum of (40) semester credits.
Grade Level:	10, 11 and 12
Prerequisites:	Must be 16 years of age and must be employed

Course Description:

General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes, and career awareness. Students attend their job placements during the week and attend a scheduled class session once a week at school. Students will develop workplace ethics and attitudes, build a personal career inventory, Skills for the workplace, and build a personal portfolio which can be used to locate, secure, and retain employment in the community.

Students must have a teacher-approved, legal employment while also be enrolled in the WEE Work Experience Education course. Course grade and credit is earned by completing the course requirements which include attending class, submitting paycheck stubs, keeping monthly time reports, completing class assignments, submitting required forms, and maintaining employment.

The course curriculum includes essential skills for your career, Labor laws and safety awareness, and overall career awareness. Students will build a portfolio, which will include the abilities, knowledge and skills achieved. Students can receive several career certifications of completion and two semesters of Work Experience Education elective credits.

General Goals and Requirements of Course

Work Experience Education is designed to give students credit for a learning experience. It is part of their total education, which will prepare them for full time employment and adult responsibilities. The uniqueness of offering credit for a learning experience off-campus in a work setting enables students to gain a greater variety of learning skills. Students should realize it is a privilege to earn credits off campus while attaining on-the-job learning opportunities. Work Experience Education students must accept certain responsibilities along with the benefits of this program.

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Student Requirement to Be Properly Enrolled

- Students must have a current work permit and a job
- Students must be at least 16 years of age.
- Students must turn in a signed Training Agreement
- Student must have an Employee Evaluation Form

Steps Necessary to Complete Enrollment

1. Students are responsible to take their Work Experience Education packet home for employer and parent's/guardian's signature.
2. If under 18 years of age, to obtain a Work Permit, students will need a *Request for Work Permit (B1-1)* form signed by parent's/guardian's and employer. Students 18 and over do not require a work permit to be employed.
3. All forms will be completed, signed, and returned to the Work Experience Teacher within one week of enrolling in the program. The request for a Work Permit application should also be returned to the Work Experience Teacher after the employer has completed and signed their portion of the form.
4. Students will pick up their Work Permit from the Work Experience Teacher, sign it and take the official Work Permit Document to their employer. Once these documents are completed with required signatures their enrollment into the WEE program is complete.

Course of Study for Work Experience Education

CDE Work Experience Education Program and Curriculum Standards

Standard 1: **Employment Cycle**-Students will understand the employment cycle. Students will demonstrate job seeking skills, skills for keeping and advancing on the job, and demonstrate skills for making a positive impression when leaving a job.

Standard 2: **Career Development**-Students will understand the career development process. Students will demonstrate an awareness of career opportunities to utilize the career decision-making process to identify career choices and develop a plan for achieving career goals.

Standard 3: **Economic Awareness**- Students will have an awareness of basic economic principles. Student will apply financial management techniques, utilize the consumer decision-making process to use credit and make consumer purchases, and demonstrate an awareness of the employee's role in the economic system.

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Standard 4: Personal Skills- Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

Standard 5: Interpersonal Skills- Students will understand the key concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across gender and cultural groups.

Standard 6: Thinking and Problem-Solving Skills- Students will exhibit critical and creative thinking skills, logical reasoning, and problem-solving. They will apply numerical estimations, measurement, and calculation as appropriate. They will recognize problem situations; identify, locate, and organize needed information or data; and purpose, evaluate and select from alternate solutions.

Standard 7: Communication Skills- Students will understand principle of effective communication. They will communicate both orally and in writing. They will listen attentively and follow instructions, requesting clarification or additional information as needed.

Standard 8: Occupational Skills- Students will understand occupational safety issues, including the avoidance of physical hazards in the work environment. They will operate equipment and materials safely so as not to endanger themselves or others.

Standard 9: Employment Literacy Skills- Students will understand career paths and strategies for obtaining employment within their chosen fields. They will assume responsibility for professional growth. They will understand and promote the role of their field within a productive society, including the purpose of professional organizations.

Standard 10: Technology Literacy Skills- Students will understand and adapt to changing technology by identifying, learning, and applying new skills to improve job performance. They will effectively employ technologies relevant to their fields.

Grading Criteria

Students receive a letter grade for Work Experience Education. Students will earn a grade in Work Experience based on assignments completed, class participation and employer evaluations

Grades will be determined by:

- Students must remain enrolled and attend class regularly during the period of employment

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- Students must report immediately to the employer and or Work Experience Teacher any job changes, illness, or modifications to their scheduled work hours.
- Students will receive a Pass (P) or No Grade (N) for WEE depending on completion of the course

Credits will be determined by:

- Students must work a minimum of 15 hours per credit as well as complete all required assignments
- Students must turn in a paycheck stub (digital copy) every pay period
- The Work Experience Teacher/Coordinator will issue grades and credits in a timely manner
- Students must maintain satisfactory grades, attendance, and citizenship while in school. If the Work Experience student should begin to receive poor grades and attendance, the counselors and place the work permit of this student on a "Probationary" status, in which the students grades, attendance and citizenship will be closely monitored until there is clear consistent improvement to warrant the removal of the "Probationary Work Permit."

Other Important Information

- A minor student enrolled in Work Experience Education may obtain a special "work experience" work permit or exception letter authorized by the Principal and Work Experience Teacher/Coordinator to work up to 40 hours a week or 8 hours a day while traditional school is in session.
- Minor students enrolled in Fresno Unified School District will only be allowed to work between the hours of 11:30 a.m. and 10 p.m. while school is in session
- The definition of "school in session" is any week in which a student must attend school one day.

Work Experience Education (WEE)

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General Work Experience

Major Units of Instruction

Unit (1): Orientation

Instructional Materials

1. Work Experience Education (WEE) Syllabus
2. Evaluation sheet/Individual Training Plan
3. You and the Law Pamphlet (US Department of Labor)
4. Basic Labor Laws (U.S. Department of Labor)

CDE Work Experience Education Program and Curriculum Standards

Standard 4: **Personal Skills-** Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

Standard 5: **Interpersonal Skills-** Students will understand the key concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across gender and cultural groups.

Desired knowledge and Objectives

- Students will understand course requirements
- Students will understand how they will earn grades/credits in Work Experience Education WEE
- Students will know when and where the class will meet on a weekly basis.
- Students will be introduced to the labor law. Given working condition scenarios, student will identify which discrimination and/ or labor law being broken or violated.
- Students will understand the requirements of having a work permit issued and on file.
- Students will learn how they will be evaluated by their work supervisors.

Suggested Assessments

- Students will complete the training agreement and return to WEE Teacher/Coordinator

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- Students will update and renew their work permit after the first day of instruction
- Students will complete a work safety sheet identifying possible hazards at their work site.
- Students will identify employee awareness boards informing them of their work rights and responsibilities.

Support for English Language Learners: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing a language assistant (if available), and contacting the English Language Supports Services district office of additional assistance.

Support Special Education Students: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing an instructional aide (if available), and adjusting goals on the IEP and/or the Career Transition Plan when necessary. Special needs students could be enrolled in a collaborative workability program if available.

- I. **Introduction and Orientation to Work Experience Education (week 1-3)**
 - a. Purpose of course
 - b. Student qualifications
 - c. Job qualifications
 - d. WEE Syllabus
 - e. Grades, credits, and course expectations to stay enrolled in WEE
 - f. Understanding the Work Permit and renewal
 - g. WEE Training Agreement
 - h. Child Labor Laws related to minors and adults
 - i. Workplace safety and health

Unit (2)- Employer General Expectations

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Instructional Materials

- 23 Tips on How to Keep your Job Handout, Hyperlink on getting along with co-workers
- Attendance and Punctuality-Sample Policy handout
- Sample progressive disciplinary chart

CDE Work Experience Education Program and Curriculum Standards

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Standard 7: **Communication Skills**- Students will understand principle of effective communication. They will communicate both orally and in writing. They will listen attentively and follow instructions, requesting clarification or additional information as needed.

Standard 8: **Occupational Skills**- Students will understand occupational safety issues, including the avoidance of physical hazards in the work environment. They will operate equipment and materials safely so as not to endanger themselves or others.

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Standard 9: **Employment Literacy Skills-** Students will understand career paths and strategies for obtaining employment within their chosen fields. They will assume responsibility for professional growth. They will understand and promote the role of their field within a productive society, including the purpose of professional organizations.

Desired knowledge and Objectives

- Students will understand policies and attendance requirements
- Students will understand how they will need to understand the employer's policy
- Students will understand there are consequences related to poor attendance
- Students will explain their individual employer attendance policies

Suggested Assessment

- Students must place a copy of their workplace policies in their portfolio
- Students will take a picture of their information board at work for their portfolio
- Student will explain their workplace policies and procedures

II. Keeping a Job

- a. Getting along with co-workers
- b. Attendance and punctuality
- c. Unscheduled absences and paid time off
- d. Accountability and responsibilities
- e. Salary and wages
- f. Workplace habits

Unit (3): Employer Separation-Resignation

Instructional Materials

1. 15 things to do before Leaving your job (handout)
2. Best and worst reasons for leaving job (handout)
3. Official letter of resignation-(3) Samples
4. Investigate what benefits you lose after resignation

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5. Letter of recommendation

CDE Work Experience Education Program and Curriculum Standards

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III. **Leaving a job**

- a. Proper notifications-two-week notice vs. just quitting
- b. When to leave your job
- c. Letter of resignation
- d. Letter of recommendation

Desired Knowledge and Objectives

- Students will understand policies related to legal separation from their employer

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- Students will understand how to complete an official letter of resignation
- Students will understand there are laws that protect them if they are fired or laid off.
- Students will understand proper resignation to assures possible reinstatement.
- Students will learn how to create letters of recommendation

Suggested Assessments

- Students will complete sample resignation letters

Support for English Language Learners: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing a language assistant (if available), and contacting the English Language Supports Services district office of additional assistance.

Support Special Education Students: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing an instructional aide (if available), and adjusting goals on the IEP and/or the Career Transition Plan when necessary. Special needs students could be enrolled in a collaborative workability program if available.

Unit 4: Essential Skills for the Workplace

Instructional Materials

1. Identifying functional and transferable skills (Know Your Skills handout)
2. Job specific duties ("What are Job Specific Skills Handout")
3. Life skills-(IMAGO)
4. 9 Way to Deal with Stress at Work (handout)

CDE Work Experience Education Program and Curriculum Standards

Fresno Unified School District

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Standard 10: **Technology Literacy Skills-** Students will understand and adapt to changing technology by identifying, learning, and applying new skills to improve job performance. They will effectively employ technologies relevant to their fields.

Desired Knowledge and Outcomes

- Students will identify and explain their strength as related to functional and transferable skills
- Students will identify and explain their roles and duties as related to their job site
- Students will understand which life skills they possess and how to improve these skills in the workplace

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- Students will understand and use a weekly time management strategy

Suggested Assessments

1. Important Personal Skills That Employers Value List
2. Personal Skills Inventory Worksheet
3. Weekly Time Management Worksheet

Support for English Language Learners: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing a language assistant (if available), and contacting the English Language Supports Services district office of additional assistance.

Support Special Education Students: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing an instructional aide (if available), and adjusting goals on the IEP and/or the Career Transition Plan when necessary. Special needs students could be enrolled in a collaborative workability program if available.

IV. Developing Work Habits

- a. Punctuality
- b. Honesty and trustworthiness
- c. Soft skills-etiquette, attention, handshake, and body language
- d. Personal Hygiene
- e. Proper attire
- f. Dependability
- g. Completing assigned tasks and self-management
- h. Respect for supervisors and co-workers
- i. Seeking additional duties and taking initiative
- j. Workplace social skills
- k. Workplace stress
- l. Coping skills to avoid stress

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Unit 5: Planning for a Different Job

Instructional Material

1. Web platforms on job searches-Indeed, Linked In Jobs, Simplyhired and Ziprecruiter
2. Pros and Cons Explained (handout)
3. 5 Things to Learn About a Company (handout)
4. Company Research Worksheet (CTYC 9-2)

CDE Work Experience Education Program and Curriculum Standards

Standard 1: **Employment Cycle-**Students will understand the employment cycle. Students will demonstrate job seeking skills, skills for keeping and advancing on the job, and demonstrate skills for making a positive impression when leaving a job.

Standard 2: **Career Development-**Students will understand the career development process. Students will demonstrate an awareness of career opportunities to utilize the career decision-making process to identify career choices and develop a plan for achieving career goals.

Standard 3: **Economic Awareness-** Students will have an awareness of basic economic principles. Student will apply financial management techniques, utilize the consumer decision-making process to use credit and make consumer purchases, and demonstrate an awareness of the employee's role in the economic system.

Standard 4: **Personal Skills-** Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

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Standard 7: **Communication Skills-** Students will understand principle of effective communication. They will communicate both orally and in writing. They will listen attentively and follow instructions, requesting clarification or additional information as needed.

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Standard 8: Occupational Skills- Students will understand occupational safety issues, including the avoidance of physical hazards in the work environment. They will operate equipment and materials safely so as not to endanger themselves or others.

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Standard 10: Technology Literacy Skills- Students will understand and adapt to changing technology by identifying, learning, and applying new skills to improve job performance. They will effectively employ technologies relevant to their fields.

Suggested Assessment

1. Career Cruising Work Search Activity Candidate evaluation worksheet

Support for English Language Learners: Extra time or modified versions of assignments can be given. Strategies could include assigning students to work with a partner, providing a language assistant (if available), and contacting the English Language Supports Services district office of additional assistance.

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- V. **Getting a New Job**
 - a. Job sources and searches
 - b. Job contacts and follow-ups
 - c. Job applications-online and in person
 - d. Targeted resume for specific employer
 - e. Job Interview
 1. Company History, background
 2. Situational interview attire

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3. Interview questions-mock scenarios
4. Interview attitude-mock scenarios
5. Questions you should ask after the interview
6. Thank interviewer/panel by proper name

Unit 6: Financial Literacy

Instructional Material

1. EECU Financial planning tools and worksheets [EECU - Financial Literacy](#)
2. Sample IRS W-2 form
3. IRS W-2 Boxes identified (handout)
4. Fastest way to build credit (handout)
5. Introduction to understanding investing (handout)

CDE Work Experience Education Program and Curriculum Standards

Standard 2: **Career Development-**Students will understand the career development process. Students will demonstrate an awareness of career opportunities to utilize the career decision-making process to identify career choices and develop a plan for achieving career goals.

Standard 3: **Economic Awareness-** Students will have an awareness of basic economic principles. Student will apply financial management techniques, utilize the consumer decision-making process to use credit and make consumer purchases, and demonstrate an awareness of the employee's role in the economic system.

Standard 4: **Personal Skills-** Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

Standard 6: **Thinking and Problem-Solving Skills-** Students will exhibit critical and creative thinking skills, logical reasoning, and problem-solving. They will apply numerical estimations, measurement, and calculation as appropriate. They will recognize problem situations; identify, locate, and organize needed information or data; and purpose, evaluate and select from alternate solutions.

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Desired Knowledge and Outcomes

- Students will explore various banking institutions to research which financial literacy tools are available to them
- Students will establish which institute has the best offerings of student checking and savings accounts
- Students will understand their W-2 and what each IRS W-2 box means.

Suggested Assessments

- Students will complete an application to open a banking account
- Students will identify and explain their W-2 forms boxes (1-20)

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VI. **Economic Awareness**

- a. Opening a bank account
- b. Saving and investing money
- c. How to build revolving credit
- d. Understanding your pay stub
- e. Taxes and deductions
- f. W-2 and filing yearly taxes
- g. Financial literacy-How to begin budgeting for life
- h. Wants vs. Needs
- i. Employee benefits-Health, paid leave

Unit 7: Foundational Workplace Qualities

Instructional Materials

- 1. Personal Inventory List (worksheet)
- 2. Transferable skills checklist (worksheet)
- 3. Mindset/Accountability (IMAGO Video and Study guide)
- 4. Mindset/Brand Your Story (IMAGO Video and Study guide)
- 5. Life Skills/Values and Attitudes (IMAGO Video and Study guide)

CDE Work Experience Education Program and Curriculum Standards

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Standard 5: Interpersonal Skills- Students will understand the key concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across gender and cultural groups.

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Desired Knowledge and Outcomes

- Students will learn about their foundational strengths for their individual employers
- Student will create an individual brand for career advancements
- Students will understand how valuable their overall soft/hard skills are required in their job

Suggested Assessments

- Students will update their personal inventory with new and desired skills
- Students will compare their current skills with the transferable skills inventory list.

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VII. Career strengths

- a. Personal Inventory
- b. Attitude
- c. Overall Skills for specific employer
- d. Abilities-analytical, leadership and overall aptitude
- e. Values
- f. Personal brand-Who you are as a professional
- g. Team player
- h. Building relationships
- i. Accountability

Unit 8: Effective Communication

Instructional Materials

- 1. The Communication skills workbook**

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2. Effective Listening (IMAGO)

3. Mindsets/Communication Skills (IMAGO)

CDE Work Experience Education Program and Curriculum Standards

Standard 4: **Personal Skills-** Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

Standard 5: **Interpersonal Skills-** Students will understand the key concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across gender and cultural groups.

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Desired Knowledge and Outcomes

- Students will understand that adequate communication skills are essential for survival
- Students will create an ongoing journal of career skills and characteristics connected to work and school.

Suggested Assessments

1. Building your listening skills worksheet (Section 1, pg. 19)
2. Mindset/Communication (IMAGO Video and Study guide)
3. Mindset/Effective Listening (IMAGO Video and Study guide)

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4. Weekly Career/School Journaling

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VIII. Communication in the workplace (week 33-37)

- a. Verbal and non-verbal communication
- b. Eye contact
- c. Explicit and implicit communication
- d. Communication and miscommunication
- e. Developing listening skills
- f. Active listening
- g. Effective listening
- h. Hearing vs. listening

Unit 9: Online Presence

Instructional Materials

- 1. Linked In, and Professional email account creation
- 2. How to model and explain digital security (handout)

Standard 4: Personal Skills- Students will understand how personal skills development affects their employability. They will exhibit positive attitudes, self-confidence, honesty,

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perseverance, self-discipline, and personal hygiene. They will manage and balance priorities as well as demonstrate a capacity for lifelong learning.

Standard 5: Interpersonal Skills- Students will understand the key concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across gender and cultural groups.

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Standard 10: Technology Literacy Skills- Students will understand and adapt to changing technology by identifying, learning, and applying new skills to improve job performance. They will effectively employ technologies relevant to their fields.

Desired Knowledge and Outcomes

- Students will understand how to create a professional business online presence.
- Students will learn about all the various security risks associated with online communication

Suggested Assessments

1. Completion of several professional accounts (Linked In, Twitter, e-mail)

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IX. Digital Communication

- a. Online accounts both personal and professional
- b. Professional profiles-Linked In, Twitter
- c. Personal online accounts (Facebook, Instagram, Tik Tok)

Unit 10: Career Exploration and Planning

Instructional Materials

- 1. Professional Portfolio Outline examples
- 2. (3) Career Choices Research List

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Desired Knowledge and Outcomes

- Students will begin to compile, organize, and build a cumulative personal portfolio

Suggested Assessments

X. Career Planning

- a. Professional portfolio
- b. Career Resume
- c. Certificates of achievement
- d. Letters of recommendations
- e. Work samples, Presentations or PowerPoints
- f. Community service and organizations

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- g. Career Exploration to educational and certification requirements

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Unit 11: Workplace Success

XI. Being Successful on the Job

- a. Job performance evaluations
- b. Creativity
- c. Resourcefulness
- d. Job retention and advancements
- e. Time task and self-management
- f. Hard and soft skills-math, reading, collaboration and learnability
- g. Flexibility
- h. Professionalism
- i. Leadership
- j. Resilience

Instructional Materials

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- Sample Evaluation (handout)
- Professionalism in the Workplace (handout)
- Leadership in the Workplace (handout)

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Desired Knowledge and Outcomes

- Students will understand the importance of how valuable professionalism in the workplace is tied to their ongoing performance evaluations.
- Students will develop and practice sound leadership techniques at work and at school

Suggested Assessments

- Students will revise their personal skills inventory list adding leadership and skills associated with ongoing performance evaluations

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Unit 12: Character traits that will damage your credibility at work

Instructional Materials

- Brand Your Story (IMAGO Video and Study guide)
- Ways We Can change Our Habits (handout)
- Organizational Changes “12 Reasons Why People Resist Change” (handout)
- 10 Ways people can overcome Challenges- [10 Ways How to Overcome Challenges Life Throws at You \(uopeople.edu\)](http://10wayshowtoovercomechallengeslife.com/throws-at-you)

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Desired Knowledge and Outcomes

- Students will learn about themselves and how to better brand a positive image at work
- Students will understand their current habits and how best to manage them

Suggested Assessments

- Students will complete the “Brand Your Story” study guide
- Students will use the Personal skills inventory chart to list several items they can improve to not resist changes at work

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instructional aide (if available), and adjusting goals on the IEP and/or the Career Transition Plan when necessary. Special needs students could be enrolled in a collaborative workability program if available.

XII. Workplace traits to Avoid

- a. You're not a self-promoter
- b. Making rash decisions
- c. Adopting a negative attitude
- d. Having a negative outlook
- e. Not ready for change
- f. Habitually lying
- g. Not being organized
- h. Not willing to work through challenging situations.

**Work Experience Education (WEE) Training Agreement**

For Student to Complete: Student Name: _____ Home Address: _____ City: _____ Zip Code: _____ Phone: _____ Date of Birth: _____ Age: _____ Grade Level: _____ ☐ General Work Experience Program ☐ Exploratory Work Experience Program ☐ Vocational Work Experience Education Work Permit Issued: ☐ Yes ☐ No ☐ 18+ yrs	As a student enrolled in the WEE program, I: ☐ will find a job that meets the class guidelines. ☐ will obtain a work permit for each job held if under 18 years of age. ☐ will attend weekly classes, submit weekly records of hours worked, provide pay stubs, complete assignments, and follow all the policies of this program. ☐ understand if I am absent from school for any reason, then I am not allowed to go to work on the day of that absence. I will attend school regularly. ☐ will inform the WEE teacher coordinator and seek advice BEFORE quitting my job.
For Parent/Guardian to Complete: Parent/Guardian Name: _____ Address: _____ City: _____ Zip Code: _____ Phone: _____ As a parent/guardian of a student enrolled in WEE, I: ☐ give permission for the student to be employed.	As a parent/guardian of a student enrolled in WEE, I: ☐ give permission for the student to leave school during WEE. ☐ assume responsibility for the safety and conduct of the student while traveling to and from school, job, and home. ☐ assume responsibility for the student's supervision while off campus. ☐ will assist my student in successful completion of this class.
For Employer to Complete: Employed by: _____ Address: _____ City: _____ Zip Code: _____ Phone: _____ Employer's Worker's Comp. _____ Student Job Title: _____ Job Duties: _____ As the employment site, we will: ☐ not discriminate on the basis of race, color, national origin, sex, or disability, creed or religion. ☐ ensuring working conditions do not endanger the health, safety, welfare, or morals of the student.	☐ provide adequate equipment, materials, facilities, and accommodations to allow appropriate learning activities. ☐ provided an itemized statement of deductions with every paycheck. ☐ complete time sheets and provide student evaluations. ☐ consult with the WEE coordinator regarding student's performance. ☐ provide Worker's Compensation Insurance. ☐ provides adequate adult supervision. ☐ provide the probability of continuous employment. ☐ notify the WEE coordinator immediately of any problems or concerns or if the student is terminated or quits.
For Work Experience Teacher Coordinator to Complete: Student's on-the-job objectives: (1) _____ (2) _____ (3) _____	Work Experience Education Coordinator Will: ☐ review and approve student job sites. ☐ conduct a minimum of 2 site visits/semester. ☐ maintain all program/student records per Ed Code. ☐ consult with employer, student, and parent/guardian regarding job performance, progress in class, grade, etc. as necessary.
Non-discriminatory Statement: "No person shall be excluded from participation in or denied the benefits of any local agency's program or activity on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity conducted by an educational institution or any other local agency, which is funded directly by, or that receives benefits from any state financial assistance." (5 CCR, Ch. 5.3, SubCh. 1, Art. 1)	

Student Signature: _____

Date _____

Parent/Guardian Signature _____

Date _____

Employer Signature _____

Date _____

WEE Coordinator Signature _____

Date _____



BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
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Keshia Thomas

SUPERINTENDENT

Robert G. Nelson, Ed.D.

September 7, 2022

Erle Hall
California Department of Education
Post-Secondary Adult Leadership Division
Work Experience Education
1430 N. Street Suite 4503
Sacramento, CA 95814

Dear Mr. Hall,

This letter is officially authorizing the following personnel to issue work permits to Fresno Unified School District students according to Education Code 49110:

Kristen Boroski, Director
Jeff DeLong, Coordinator
Ralph Vasquez, Coordinator
Christine Rodriguez, Coordinator
Marie Aguirre, Counselor
Oscar Barragan, Counselor
Kimberly Clarke, Counselor
Gianni Danisi, Teacher on Special Assignment
Francisco Arciniega, Teacher on Special Assignment
Grady Lane, Manager II
My K Chang, Counselor
Issalia Wood, Counselor
Pedro Vasquez, Counselor
Donna Rojo, Head Counselor
Jose Perez, Counselor
Chao Lee, Counselor
Neng Yang, Counselor
Sicilly Howell, Work Placement Specialist
Chong Lee, Counselor
Floridia Cheung, Principal
Arthur Sulcer, Counselor
Monorith Arun, Manager
Cara Jurado, Coordinator
Karen Burrington, Coordinator
Jennifer Prichard, Counselor
Barbara Rios, Counselor
Sheng Her, Counselor

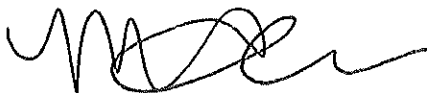
Ariel Medina, Counselor
Lamberto Heras, Head Counselor
Cristina Moreno, Counselor
Kimberly Cooper, Counselor
Paige Getty, Counselor
Ramona Munoz, Counselor
Michell Mar, Manager II
Leslie Loewen, Campus Culture Manager
Shelley Kiritani, Counselor
Damian Reyna, Program Manager
Teresa Seay, Head Counselor
Esmeralda Escoto, Counselor
Dina Scambray, Coordinator
Keisha Shabazz, Coordinator
Troy O'Dell, Coordinator
Kathryn (Katie) Wortman, Coordinator
Kameka Pulliam, Counselor
Jose Perez, Counselor
Kaysee Potter, Head Counselor
Tyesha Hendrix, Counselor
Denise Nava, Counselor
Gloria (Crystal) King, Counselor
Joel Acuna De Haro, Counselor
Nancy Madrigal, Counselor
Amy Gonzalez, Counselor
Laurie Miskulin, Head Counselor
Greg Boden, Counselor
Nathan Chongtua, Counselor

Russell Goolsby, Jr., Counselor
Mee Moua, Counselor
Bernice Tapia, Counselor
Na Chao Vang, Counselor
Emily Phelps, Counselor
Sera Baber, Counselor
Michael Margison, Counselor
Bradley Berrett, Manager II
Tressa Overstreet, Executive Director
Ma Molly Yang, Manager II
Albert Rocha, WEE Coordinator
Whitney Godfirmon, Head Counselor
Danielle Payn, Counselor
Vanessa Russell, Counselor
Angelica Haro, Counselor
Desiree Fraker, Counselor
Sandra Cloney, Counselor
Leanne Cervantes-Johnson, Teacher on Special Assignment
Garrett Main, Teacher on Special Assignment
Andreina Tobin, Counselor
Laura Rheault, Counselor

Cesar Heras, Counselor
Maria Infante Cuevas, Counselor
Karen Gallardo, Counselor
Michele Lundy, Counselor
Kejhiana Beasley, Counselor
Kimberly Jackson, Counselor
Olga Lopez, Counselor
Brandon Elits, Counselor
Isaac Reyna, Counselor
Katelin Sievers, Counselor
Raquel Lara, Counselor
Brenda Valladolid-Alcazar
Brandi Phillips, Counselor
Lanae Lopez, Counselor
Lynnette Brown, Project Manager
Yer Lee, Project Manager
Krishna Reyes, Project Manager
Amy Kohler, Program Manager
Anita Hernandez, Counselor
Julie Mavrogeorge, Coordinator
Steffeni Oliver, Counselor

All personnel listed have a working knowledge of California labor laws and regulations as they relate to minors. If there are any questions pertaining to the issuance of work permits in Fresno Unified School District, please call (559) 248-7465.

Sincerely,



Misty Her
Deputy Superintendent
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 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 Multiyear Agreement with DDI Capital for the District's Private LTE Network

ITEM DESCRIPTION: Included in the Board binders is information on the multiyear agreement with DDI Capital for Netsync to purchase the annual maintenance and licensing from Nokia for the district's private LTE network.

It is recommended that the Board approve the DDI Capital multiyear agreement for Nokia's annual maintenance, licensing, and support of the district private LTE network. The board previously authorized Netsync purchases of technology goods and services through piggyback contract Houston-Galveston Area Council (HGACBuy) contract # RA05-21. This multiyear contract provides the benefit of discounts and protections against price increases during the term of the contract.

This contract represents a discounted annual payment, payable each of the five years for the maintenance and licenses of the district's private LTE network. This represents the maintenance, support, and license entitlements for all the district's Nokia LTE. The payments are scheduled as follows:

- \$387,713 in July 2023
- \$387,713 in July 2024
- \$387,713 in July 2025
- \$387,713 in July 2026
- \$387,713 in July 2027

These payments cover the annual maintenance, licenses, and support through June 30, 2028.

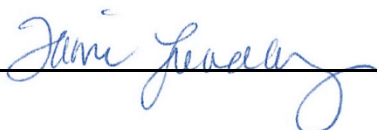
FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,938,565 are available in the Information Technology budget.

PREPARED BY: Philip Neufeld,
Executive Officer

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

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

DDI Leasing dba DDI Capital

Vendor Name
(631) 996 2675

Phone Number

From: 7/1/2023

Term (Duration)

FUSD Contract Administrator:
Philip Neufeld

Name

181 New Road, Suite 304, Parsippany, NJ 07054

Address
Christian Moscicki

Vendor Contact

Through: 6/30/2028

Information Technology

Site/ Dept

559-457-3164

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) Funds available with the BFY24 IT Budget

Actual Cost \$ 1,938,564.75 (Contract will not be authorized to exceed this amount w/

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

Yes ☐

No ☒

Scope of Work Summary:

Multi-year contract with DDI Capital for Nokia's annual maintenance and licensing of the District's Private LTE network, purchased from Netsync.

- \$387,712.95 in July 2023
- \$387,712.95 in July 2024
- \$387,712.95 in July 2025
- \$387,712.95 in July 2026
- \$387,712.95 in July 2027

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

Date Item is to appear on **Board of Education Agenda:** 02/22/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

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

Steve Evans
Signed

Date

Reviewed & approved by **Risk Management**

Steve Evans
Signed

Date

Reviewed & approved by **Department Head**

Philip Neufeld
Signed

2/3/2023

Date

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



COVER LETTER

Dear Valued Customer,

Thank you for your business! It is our pleasure to provide you with the attached documentation in order to expedite your product acquisition. Below is a checklist to help you complete the documentation. We will issue a purchase order to your product supplier(s) upon receipt of the executed documentation. Please sign and return the documentation at your earliest convenience.

Contact our Contracts Team with Questions

- Phone: (315) 459-6190
- Email: ddi_contracts@eservice-center.com
- Mail: 181 New Road, Suite 304, Parsippany, NJ 07054

Documentation Checklist

Please contact our team if you have questions about any of the required documentation detailed below.

- ✓ Signed Contract.
- ✓ Signed Incumbency.
- ✓ Signed and dated Certificate of Acceptance.
- ✓ Completed Transaction Questionnaire (i.e. billing information, product location information, etc.)
- ✓ Signed Non Appropriation Rider
- ✓ Signed Opinion of Council
- ✓ Customer issued Request for Proposal
- ✓ Customer Purchase Order
- ✓ California Sales Tax Exemption Form
- ✓ Copy of Customer Business License

Additional Information

This Contract is subject to legal name validation. Please provide a contact person below in the event that we require additional information for this Agreement.

Name: Philip Neufeld

Phone: (559) 457-3164

Email: Philip.Neufeld@fresnounified.org



CERTIFICATE OF INCUMBENCY

This Certificate of Incumbency ("Certificate") dated as of January 24, 2023 ("Certificate Date") is between Fresno Unified School District ("Customer"), with its principal place of business located at 2309 Tulare Street, Fresno, CA 93721, and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054.

Customer, from time to time, requests that Originator pay a supplier(s) for product pursuant to which Customer agrees to certain terms and conditions in an agreement(s), schedule(s) and any supplement(s) (collectively, the "Agreements").

The undersigned certifies to Originator as follows:

1. The undersigned individual is an officer, manager, partner, member or other party with the power and authority to act on behalf of Customer and, in particular, with the power and authority to execute and deliver this Certificate.
2. Customer has taken such actions including, without limitation, the adoption of resolutions and the execution of consents, as may be necessary to authorize Customer to enter into and perform its obligations under the Agreements.
3. Each individual listed below has the official capacity with Customer as indicated below opposite such person's name and is authorized and empowered to act on behalf of Customer (including the purchasing of product) and to execute and deliver on behalf of Customer the Agreements and any other instruments and documents on behalf of Customer as may be deemed necessary or appropriate by such individual to permit Customer to comply with and perform its obligations under the Agreements. The signature opposite each such individual's name is the genuine signature of such individual.

Individual 1 Name: Patrick Jensen

Individual 1 Title: Interim Chief Financial Officer

Individual 1 Signature:

Individual 1 Name: Philip Neufeld

Individual 1 Title: Executive Officer, Information Technology

Individual 1 Signature:

4. This Certificate shall constitute a continuing authority to the designated individual(s) to act on behalf of the Customer. Originator is authorized to rely upon this Certificate and statements contained herein until Customer has given written notice to Originator specifically revoking this Certificate, provided no such revocation shall in any manner affect the obligations of Customer to Originator under the Agreements entered into by the parties prior to the receipt by Originator of such written notice of revocation.

5. There shall be one original of this Certificate and it shall be marked "Original" by Originator or its Assignee. The Customer agrees that the Original of this Certificate shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Certificate; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer certifies that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Certificate. THIS CERTIFICATE HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE CUSTOMER HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON CUSTOMER.

Customer: Fresno Unified School District

Certificate Signature:

Certificate Name: Stacey Sandoval

Certificate Title: Executive Director, Risk Management

*** Person signing for Customer must be a different officer or authorized signer than the individual(s) listed in the body of this Certificate as authorized signer(s).

Florencia Ventura Rodriguez_____



This master agreement (the "Master Agreement") dated as of January 24, 2023 (the "Master Agreement Date") is between Fresno Unified School District (the "Customer"), with its principal place of business located at 2309 Tulare Street, Fresno, CA 93721, and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054.

1.0. MASTER AGREEMENT: Customer has requested that Originator (a) acquire and lease to Customer, or (b) finance to Customer, the product described in a Schedule or Schedules to this Master Agreement from time to time (such product being referred to herein as collectively the "Product" or individually an "Item of Product"), and signed by Customer and Originator (each a "Schedule"), upon the terms and conditions set forth in this Master Agreement and in the related Schedule. Customer agrees that Originator has incurred, or will incur, non-refundable fees, expenses and charges related to leasing or financing the Product from a manufacturer(s) and/or supplier(s) and that the leasing or financing of the Product is essential to the Customer. Customer's receipt and acceptance of the Product under each Schedule shall be evidenced by a Certificate of Acceptance executed by Customer (each a "COA"). Each Schedule shall constitute a separate, distinct, and independent leasing or financing transaction incorporating the terms of this Master Agreement, the related COA, and any related exhibit, addendum or supplement, and is the entire agreement regarding the leasing or financing of the Product under such Schedule. References in this Master Agreement to "hereunder", "herein", "thereunder" and "therein" shall be construed to mean a Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement insofar as it relates to such Schedule. Customer's execution of a Schedule shall unconditionally obligate Customer to lease or finance the Product described on such Schedule from Originator. No Schedule shall be binding on Originator unless and until executed by Originator and upon payment by Originator for the Product under such Schedule. Anything to the contrary notwithstanding, Originator shall have no obligation to accept, execute or enter into any Schedule, or to lease or finance any Product to Customer. Customer agrees that each Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement shall control in the event of a conflict with any order, invoice, request for proposal, response, other related document, or agreement, or any manufacturer and/or supplier agreement. If any provision of this Master Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. In the event of any conflict between this Master Agreement and any Schedule, such Schedule shall control. Capitalized terms used in this Master Agreement, but not otherwise defined in this Master Agreement, shall have the meaning set forth in the applicable Schedule, related COA, and any related exhibit, addendum or supplement. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER EACH SCHEDULE, THE RELATED COA, ANY RELATED EXHIBIT, ADDENDUM OR SUPPLEMENT, AND THIS MASTER AGREEMENT.

2.0. DEFINITIONS: Each Schedule will be marked as either a "Lease Schedule", a "Variable Lease Schedule", an "Installment Payment Schedule", or a "Software Payment Schedule". Customer agrees that all Schedules marked as a "Lease Schedule" or a "Variable Lease Schedule" will provide lease terms for the Product under such Schedule, and all Schedules marked as an "Installment Payment Schedule" or a "Software Payment Schedule" will provide finance terms for the Product under such Schedule. Schedules not marked as described in the preceding two sentences of this section, and not marked therein, shall be considered to provide lease terms for the Product under such Schedule. The "Acceptance Date" for each item of Product shall be the date the item is delivered and accepted by the Customer. In the event that individual items of Product as set forth in the related COA are delivered and accepted on different dates, then each item of Product will have a separate Acceptance Date to reflect the date described in the preceding sentence. The "Commencement Date" shall be the first day of the calendar month immediately following the last Acceptance Date for all the Product described on the COA. The "First Payment Date" shall be the first day of the calendar month immediately following the Commencement Date, unless otherwise detailed in the Schedule. The "Payment Dates" shall be the first day of each Payment Frequency period during the Initial Term of the Schedule, commencing with and including the First Payment Date, and the first day of each consecutive Payment Frequency period thereafter or any renewal term permitted under the Schedule, unless earlier terminated by Originator as provided herein. Notwithstanding the foregoing, Customer and Originator may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the applicable Schedule.

2.1. VARIABLE USE DEFINITIONS; METERING: Section 2.1. shall apply to Schedules marked as Variable Lease Schedule. Variable use definitions and Customer's metering obligations shall be set forth in the applicable Schedule.

3.0. ACCEPTANCE; PAYMENTS; FEES: Customer agrees to promptly execute any related COA which certifies that all the Product subject to a Schedule, and as to which the Payments relate, has been delivered and accepted by Customer. The term of each Schedule shall begin on the Commencement Date and shall continue until the last day of the Payment Frequency period in which the last Payment of the Initial Term occurs or any renewal term permitted hereunder occurs. This Master Agreement and related Schedules cannot be canceled or terminated by Customer. Customer will pay all payments listed in each Schedule (the "Payments"), and other amounts payable as detailed herein or therein, when due and acknowledges that such Payments and other amounts payable are undisputed. CUSTOMER AGREES AND ACKNOWLEDGES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IN EACH SCHEDULE AND THIS MASTER AGREEMENT IS NONCANCELLABLE, ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND. Originator will have the right to apply all sums received from Customer to any amounts due and owed to Originator under the terms of this Master Agreement. If any Payment or other amount payable in any Schedule or this Master Agreement is not paid within 5 days of its due date, Customer shall pay on demand, as a late charge, an amount equal to 1.33% per month of the amount then due (but in no event may such late charge exceed the highest late charge permitted by applicable law). If for any reason any Payment is returned for insufficient funds, Customer will pay Originator a fee of \$75 (but in no event may such fee exceed the highest charge permitted by applicable law). Originator may make a profit on any fees and charges paid under any Schedule or this Master Agreement to cover Originator for its operational expenses. All amounts detailed in any Schedule or this Master Agreement shall be in United States dollar (USD), unless otherwise detailed in such Schedule.

4.0. OWNERSHIP:

4.1. Section 4.1. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Originator will own the Product and all replacements, parts, repairs, and accessions incorporated therein or attached thereto (excluding any software) during the term of each Schedule.

4.2. Section 4.2. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. Except for any software, Customer will own the Product during the term of this Agreement.

4.3. Section 4.3. shall apply to all Schedules. If the Product includes any software, Customer agrees: (i) Originator does not own the software; (ii) Customer is responsible for entering into any necessary software license agreement with the owners or licensors of such software, (iii) Customer will comply with the terms of all such agreements, if any, and (iv) any default by Customer under any such agreements shall also constitute a default by Customer under this Master Agreement.

5.0. TAXES:

5.1. Section 5.1. shall apply to all Schedules. Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product or for its use or operation or upon any Schedule or this Master Agreement, provided however, that Customer shall not be required to pay taxes related to the net income of Originator. At Originator's option, Originator may discharge taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product, and Customer agrees to reimburse Originator upon demand and to pay Originator a processing fee for each expense or charge that Originator pays on Customer's behalf.

5.2. Section 5.2. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. If the Product is subject to personal property taxes, Originator shall report all Product to the proper taxing authorities. If the Originator receives any invoice from the taxing authorities for applicable personal property taxes, Originator shall pay any such taxes directly and Customer agrees to reimburse Originator for all such taxes, fees and other charges paid by Originator. Upon termination of any applicable Schedule as provided for herein, Customer will pay to Originator any such taxes accrued or assessed but not yet due and payable, and Originator will, if applicable, estimate personal property taxes due on the Product under such Schedule based upon the most recent tax assessment of the Product under such Schedule or on the tax rates and taxable value calculations as available from the appropriate taxing jurisdiction. Customer acknowledges that Originator is the owner of the Product for Federal, State and Local income tax purposes and as such, Originator is/shall be entitled to claim (or have claimed) for Federal, State and Local income tax purposes interest, depreciation deductions and any tax credits available to the owner of the Product (collectively, the "Allowances"). Customer agrees to take no action inconsistent with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Originator or its Assignee of the Allowances, and represents and warrants that from the time Originator becomes the owner of the Product no depreciation, tax credits or other tax benefits will be claimed by Customer with respect to the Product. Customer shall indemnify Originator on an after-tax basis for any loss of all, or any portion, of the Allowances due to Customer's act, failure to act, misrepresentation or any loss, damage, destruction of the Product, or return of the Product to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, all as defined herein.

5.3. Section 5.3. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. If the Product is subject to personal property taxes, Customer shall report all Product to the proper taxing authorities.

6.0. ASSIGNMENT: Customer agrees that Originator or its Assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under the Master Agreement, the Schedules, including the Product and Payments under such Schedules, and the right to collect Payments to an assignee (each, an "Assignee") without notice or consent of Customer. Customer agrees that if Originator sells, assigns, transfers, or grants a security interest, Assignee will have the same rights and benefits that Originator has now and will not have to perform any of Originator's obligations. Customer agrees that it will not assert against Assignee, and that Assignee will not be subject to any claims, defenses, or offsets that Customer may have against Originator or any other party related to this Master Agreement, the Schedules or the Product. Customer shall cooperate with Originator in executing any documentation reasonably required by Originator or Assignee to effectuate any such assignment. Provided Customer is not in default under this Master Agreement, Originator agrees to assign, without warranty or representation as to legality or validity, to Customer, all rights which Originator may have against the manufacturer(s) and/or supplier(s) of the Product by reason of and arising out of the leasing or financing of such Product, including any implied or express warranties respecting the Product.

7.0. WARRANTY DISCLAIMER; INDEMNIFICATION: CUSTOMER AGREES THAT CUSTOMER HAS SELECTED THE PRODUCT BASED UPON CUSTOMER'S OWN JUDGMENT AND CUSTOMER DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY ORIGINATOR AND ITS ASSIGNEE. ORIGINATOR AND ITS ASSIGNEE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE PRODUCT. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER EACH SCHEDULE AND THIS MASTER AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY MANUFACTURER OR SUPPLIER. Originator and its Assignee are not responsible for, and Customer agrees to hold Originator and its Assignee harmless and reimburse them for and to defend on Originator's or its Assignee's behalf against, any claim for any loss, expense (including attorneys' fees and costs), liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the Product. All indemnities will survive the expiration or termination of any Schedule and this Master Agreement.

8.0. USE; MAINTENANCE; LOCATION; INSPECTION; LOSS; DAMAGE: Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer may quietly possess the Product subject to and in accordance with the rights and obligations of the Master Agreement. Any Product which constitutes personal property at the inception of a Schedule shall remain personal property regardless of its attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Product as a result of its attachment to realty. If requested by Originator with respect to any item of Product, Customer will obtain and deliver to Originator waivers of interest or liens in recordable form, satisfactory to Originator, from all persons claiming any interest in the real property on or in which such item of Product is installed or located. Customer shall use the Product only for essential business or proprietary functions of Customer. At Customer's expense, Customer shall: (i) use the Product in accordance with the terms of any applicable product agreement and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the Product in full working order and complete repair; (iii) mark and identify the Product in such manner as Originator or its Assignee may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; and (iv) keep the Product at the address shown on the applicable Schedule, and Customer agrees not to move it unless Originator or its Assignee agree in writing. Originator will have the right, at any reasonable time, to inspect the Product and any documents relating to its use, maintenance and repair. Customer is responsible for the risk of loss or for any destruction of or damage to the Product. Customer agrees to notify Originator or its Assignee in writing within 10 days of any loss or damage. If the Product is destroyed, or if the Product is returned to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, Customer agrees to immediately notify Originator or its Assignee in writing and pay Originator or its Assignee the entire unpaid balance of the applicable Schedule plus, for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer). Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage.

9.0. MODIFICATION: Customer may, at its sole cost and expense, make any modifications to the Product, provided that such modifications (a) are readily removable without causing damage to the Product, (b) do not reduce the value, utility, marketability or remaining useful life of the Product, and (c) are of a kind that customarily are made by customers or purchasers of product similar to the Product. All parts, modifications and improvements to the Product shall, when installed or made, immediately become the property of the owner of such Product as detailed herein, and part of the Product for all purposes; provided, that any modification not required by law shall, if requested by Originator, be removed by Customer and any damage to the Product resulting from such removal shall be repaired prior to the return of the Product to the Originator in accordance with the terms and conditions of this Master Agreement. Except as specifically provided herein, no Product modifications shall be made or permitted by Customer. Customer may elect to lease or finance such modification from Originator, and only Originator, and Originator may elect to lease or finance such modification to Customer in its sole discretion, provided that the aggregate value of such modification is not less than \$5,000.00, and the term of such modification shall be coterminous with the term of Product being modified or such other term as Originator may provide in its sole discretion.

10.0. SECURITY INTEREST: Section 10.0. shall not apply to Schedules marked as Software Payment Agreement. Customer grants Originator or its Assignee a first priority security interest in the Product together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, to secure all amounts Customer owes Originator or its Assignee under any Schedule and this Master Agreement with Customer. Customer authorizes Originator or its Assignee to file a financing statement (UCC-1) related to the Product, any Schedule, or this Master Agreement. Originator or its Assignee may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws.

11.0. INSURANCE: Section 11.0. shall not apply to Schedules marked as Software Payment Agreement. Customer agrees to keep the Product fully insured against risk, liability and loss, with Originator or its Assignee as both additional insured and lender's loss payee in an amount satisfactory to Originator or its Assignee until the applicable Schedule has been paid in full. Customer agrees to provide Originator or its Assignee certificates or other evidence of insurance acceptable to Originator or its Assignee. Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage. Customer agrees to provide 10 days advance written notice to Originator or its Assignee of any modification or cancellation of such insurance. If Customer does not provide evidence of acceptable insurance, Originator or its Assignee has the right, but no obligation: (a) to obtain insurance covering Originator's or its Assignee's interest (and only Originator's or its Assignee's interest) in the Product for the term, including the Initial Term and any renewal term permitted hereunder and (i) any insurance Originator or its Assignee obtains will not insure Customer against third party or liability claims and may be cancelled by Originator or its Assignee at any time, (ii) Customer will be required to pay Originator or its Assignee an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining Customer's own insurance, (iv) Customer agrees that Originator or its Assignee, or one of Originator's or its Assignee's affiliates, may make a profit in connection with the insurance Originator or its Assignee obtains, (v) Customer agrees to cooperate with Originator or its Assignee, Originator's or its Assignee's insurer and agent in the placement of coverage and with claims; or (b) Originator or its Assignee may waive the insurance requirement and charge Customer a monthly property damage surcharge in the amount of 0.0035 of the Product Value detailed in the applicable Schedule to cover Originator's or its Assignee's credit risk, administrative costs and other costs, as would be further described on a letter from Originator or its Assignee to Customer and on which Originator or its Assignee may make a profit. If Customer later provides evidence that Customer has obtained acceptable insurance, Originator or its Assignee will cancel the insurance Originator or its Assignee obtained or cease charging the surcharge.

12.0. PURCHASE; RENEWAL; RETURN OF PRODUCT: Section 12.0 shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer will have the option at the end of the Initial Term or any renewal term permitted under the applicable Schedule to purchase all (but not less than all) of the Product thereunder at the "End of Term Purchase Option" stated therein, plus any applicable taxes. Schedules not marked as described in the preceding sentence of this section, and not marked therein, shall be considered to provide an End of Term Purchase Option stated as Fair Market Value (as defined below). If the End of Term Purchase Option stated therein is "Fair Market Value" (such term means the value of the Product in its continued use by the Customer, as determined by mutual agreement or, failing that, by an independent appraiser selected by Originator with Customer paying the cost of such appraisal), Customer must send Originator written notice 120 days before the end of the Initial Term or any renewal term permitted under the applicable Schedule that Customer will purchase all (but not less than all) of the Product thereunder or that Customer will return all (but not less than all) of the Product thereunder to Originator. If Customer does not give Originator such written notice or if Customer does not purchase or return the Product thereunder in accordance with the terms and conditions of this Master Agreement, the applicable Schedule will continue for a 4-month term(s) until Customer exercises a purchase option or returns the Product thereunder to Originator in accordance with the terms and conditions of this Master Agreement. During such renewal term(s) the Payment amount therein will remain the same and Customer is responsible for any applicable taxes. If Customer provides written notice of its intent to return the Product thereunder in accordance with the terms and conditions of this Master Agreement, Customer will return all (but not less than all) of the Product thereunder to a location specified by Originator at Customer's sole expense, with matching serial numbers as originally set forth thereunder, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program. Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product. Originator may require Customer deliver to Originator documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the above requirements, has ceased Customer's use of the Product, and has not retained the Product in any form.

13.0. INFORMATION: In the event that Customer is not a public company or has not filed quarterly and annual financial reports required by the Securities and Exchange Commission, Customer shall furnish Originator or its Assignee with such information, financial or otherwise, relating to Customer or the Product as Originator or its Assignee shall reasonably request to determine Customer's current financial condition and faithful performance of the terms hereof. This may include but is not limited to: (i) compiled, reviewed or audited annual financial statements (prepared in accordance with accounting principles generally accepted for Customer's country of organization and set forth with corresponding figures for the prior year) certified by an independent accounting firm acceptable to Originator or its Assignee within 120 days after Customer's fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s).

14.0. DEFAULT: Any of the following shall constitute an "Event of Default" under any Schedule or this Master Agreement: (i) Customer fails to pay any Payment or other amount payable under any Schedule or this Master Agreement when due and such failure continues for 5 days after written notice to Customer of such failure (such notice may consist of Originator's or

Assignee's standard invoice or past due invoice); (ii) Customer fails to comply with any other obligation under any Schedule or this Master Agreement and such failure continues for 5 days after written notice to Customer of such failure; (iii) Customer shall default in the payment or performance of any other obligation or indebtedness to Originator, Assignee, or any third party; (iv) Customer merges or consolidates with, or sells all or a substantial portion of its assets to, a third-party, or Customer's ownership or membership interests change without the prior written consent of Originator or its Assignee; (v) Customer or any guarantor suffers a material adverse change in its financial condition, is in bankruptcy, or dissolves, liquidates, terminates existence; (vi) Customer permits any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon this Master Agreement, any Schedule, or the Product; (vii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Customer sublets, sublicenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee, or (b) for Schedules marked as providing finance terms for the Product under such Schedule, Customer leases, licenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee; (viii) Customer makes or has made any false statement or misrepresentation to Originator or Assignee which causes any damages hereunder; or (ix) Customer is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State

15.0. REMEDIES: Upon and during the continuance of an Event of Default, Originator or its Assignee may, at its option, exercise one or all of the following remedies, for the applicable Schedule or all Schedules hereunder: (i) Originator or its Assignee may terminate Customer's rights to use the Product, require the Customer to return all (but not less than all) of the Product to a location specified by Originator at Customer's sole expense, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program (Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product), peacefully repossess the Product without court order or without liability for entry or damage to the property, cancel, terminate, or cause the product manufacturer(s) and/or supplier(s) to cancel and/or terminate, providing maintenance and/or support for the Product, and/or require Customer to deliver to Originator or its Assignee documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the aforementioned requirements, has ceased Customer's use of the Product, and has not retained the Product in any form; (ii) upon demand Customer will pay to Originator or its Assignee an amount equal to the sum of (a) all Payments or other amounts payable then due, if any, and (b) the present value of all remaining Payments or other amounts payable to become due in the future discounted at a rate of 2% per annum, and (c) for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer) discounted at a rate of 2% per annum; and (iii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 2A and 9 of the Uniform Commercial Code and any other law or in equity, or (b) for Schedules marked as providing finance terms for the Product under such Schedule and (i) not marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 9 of the Uniform Commercial Code and any other law or in equity, or (ii) marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available at law or in equity. Customer will owe interest at the lower of 16% per annum or the highest rate allowed by law on all unpaid amounts. Customer shall be responsible for all attorneys' fees and costs, including, without limitation, costs of repossession, as a result of Originator or its Assignee enforcing its rights following an Event of Default. For Schedules marked as providing lease terms for the Product under such Schedule, Customer agrees that this Master Agreement is a "Finance Lease" as defined by Article 2A of the UCC, and Customer waives all rights under sections 2A-508 through 522 of the Uniform Commercial Code.

16.0. LAW; JURY WAIVER; NON-WAIVER; NOTICES: This Master Agreement and each Schedule will be governed and construed in accordance with the laws of the State of New Jersey. Customer consents to jurisdiction and venue in New Jersey. Customer shall comply with all federal, state and local laws, regulations and rules applicable to Customer and relating to the ownership or operation of Customer's business, the Products and/or its essential use. Customer represents and warrants that it is and shall be validly existing and in good standing under the laws of the state of its organization and that it has the power and capacity to enter into this Master Agreement and each Schedule. Customer will notify Originator or its Assignee within 30 days if Customer's state of organization revokes or terminates its existence. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to Originator or its Assignees. Customer and Originator or its Assignee each WAIVE ANY RIGHT TO TRIAL BY JURY in any action arising from or related to this Master Agreement or any Schedule. No course of dealing between Customer and Originator or its Assignee or any delay or omission on the part of Originator or its Assignee in exercising any rights hereunder shall operate as a waiver of any rights of Originator or its Assignee. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Originator or its Assignee unless it is in writing and signed by Originator or its Assignee. Any notice hereunder to Customer or Originator or its Assignee shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

17.0. ORIGINAL DOCUMENT: The terms of this Master Agreement may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Master Agreement and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Master Agreement shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Master Agreement; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Master Agreement. THIS MASTER AGREEMENT HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS MASTER AGREEMENT DATE SET FORTH HEREIN.

Customer: Fresno Unified School District

Customer Signature: Philip Neufeld Customer Name: Philip Neufeld Customer Title: Executive Officer

Originator: DDI Capital

DocuSigned by:
Originator Signature: Terry Moran Originator Name: Terry Moran Originator Title: Terence Moran, Vice President vs
6A7875EBF14C42A...

Florencia Ventura Rodriguez



NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Agreement dated as of January 24, 2023 (the "Agreement"), is by and between DDI Capital (Originator) and Fresno Unified School District (Customer). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Agreement to the contrary,

1. Customer presently intends to continue the Agreement for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of the Agreement the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Customer cannot contractually commit itself in advance to perform and the Agreement does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Equipment in the performance of its essential functions during the term of the Agreement.
2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Agreement and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Originator immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Agreement (the "Return Date"), Customer shall return to Originator all, but not less than all, of the Equipment covered by the Agreement, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Agreement shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the rentals beyond such fiscal year, provided, that Customer shall pay all rentals and other payments due under the Agreement for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Agreement for each month or part thereof that Customer fails to return the Equipment as required herein.
3. The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.
4. The Customer and Originator agree that they intend the Agreement to be an operating Agreement and that by the execution thereof, Customer acquires no ownership interest in the Equipment whether vested or contingent. The Customer's interest in the Equipment is limited to that of a Customer and Originator retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of _____.

Customer: Fresno Unified School District

Customer Signature: _____ Patrick Jensen, Interim Chief Financial Officer

Originator: DDI Capital

Originator Signature:  DocuSigned by: Terry Moran 6A7675EBF14C42A... Originator Name: Terry Moran Originator Title: Terence Moran, Vice President vs

Florencia Ventura Rodríguez _____

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW

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

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

CERRITOS
(562) 653-3200

IRVINE
(949) 453-4260

MARIN
(628) 234-6200

PASADENA
(626) 583-8600

BMartin@aalrr.com
(559) 221-2881

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER
005801.00001
40118536.1

February 6, 2023

DDI Capital
181 New Road, Suite 304
Parsippany, NJ 07054

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

Re: Software Financing Agreement Number TSM05865A

Dear Ladies and Gentlemen:

We have acted as special counsel to Fresno Unified School District Educational Facilities Corporation ("Customer"), with its principal place of business located at 2309 Tulare Street, Fresno, CA 93721, in connection with the above referenced agreement between Customer and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

We have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) as to matters of fact, the truth, accuracy, and completeness of the information, representations, and warranties contained in the documents, certificates, records and papers; (d) compliance with all covenants and agreements contained in the Agreement; (e) the due authorization of the execution, delivery and performance by the parties, as applicable; and (f) the absence of any evidence extrinsic to the provisions of the Agreement between the Parties, that the Parties intended a meaning contrary to that expressed below by the written provisions of the Agreement.

The opinions hereinafter expressed are based on an analysis of existing laws, regulations, rulings and court decisions, and cover certain matters not directly addressed by such authorities. Moreover, the opinions hereinafter expressed may be affected by actions taken or omitted or

events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted or do occur and we disclaim any obligation to update this letter.

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

1. Customer is a public body corporate and politic, duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Customer has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Customer and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer.
6. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

We express no opinion as to matters governed by laws other than the laws of the State and the federal laws of the United States of America, and express no opinion as to the effect or

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

DDI Capital

February 6, 2023

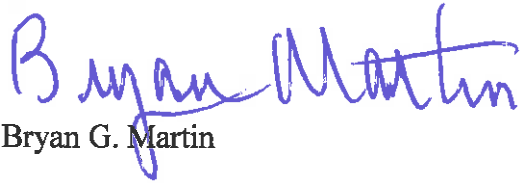
Page 3

enforceability of the provisions of the Agreement to the extent that: (1) such provisions require District to waive trial by jury; or (2) such provisions require District to indemnify DDI Capital and/or Vendor.

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

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Bryan G. Martin

BGM:sah

**CERTIFICATE OF REPRESENTATIONS
OF
FRESNO UNIFIED SCHOOL DISTRICT
SOFTWARE PAYMENT PLAN AGREEMENT**

As of the 6th day of February, 2023, the undersigned, on behalf of Fresno Unified School District ("District"), in connection with the authorization and delivery of that certain Payment Plan Agreement and Schedule dated as of January 6, 2023, and related documents (the "Agreement"), by and between the District and DDI Capital (the "DDI"), and the proceedings taken by the District to authorize and execute the Agreement (the "Proceedings") hereby represents to Atkinson, Andelson, Loya, Ruud & Romo that:

1. The District is a public school district duly organized, existing and operating under the Constitution and laws of the State of California (the "State").
2. The Agreement, related documents and the Proceedings have been duly undertaken by District to authorize, approve, execute and deliver the transaction documents by and on behalf of the District.
3. The authorization, approval and execution of the Agreement and all other proceedings of the District, with respect thereto, have been performed in accordance with all applicable open meetings, public records, public bidding and other applicable laws, rules and regulations of the State.
4. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer.
5. To the best of the undersigned's knowledge, there is no litigation, action, suit or proceeding pending or threatened before any court, administrative agency, arbitrator or governmental body that, if adversely determined, would adversely affect the transaction contemplated by the Agreement or the security interest, if any, of DDI or its assigns.

IN WITNESS WHEREOF, I have executed this Certificate as of the date set forth above.

FRESNO UNIFIED SCHOOL DISTRICT

By: Stacey A. Sandoval
Stacey A. Sandoval, Executive Director
Risk Management



SOFTWARE PAYMENT SCHEDULE NUMBER TSM05685A
TO MASTER AGREEMENT DATED JANUARY 24, 2023

This schedule (the "Schedule") dated as of January 24, 2023 (the "Schedule Date") is between Fresno Unified School District (the "Customer"), and DDI Capital (the "Originator") and is entered into pursuant to the Master Agreement (the "Master Agreement") identified above. Customer has requested that Originator finance to Customer the Product described in this Schedule. Originator reserves the right to void this Schedule if Originator is not in receipt of a fully executed Original of this document within five (5) days of the Schedule Date. Notwithstanding anything to the contrary in this Schedule, Customer and Originator agree to the terms and conditions as follows:

Product Description: See Product Exhibit to Schedule

Product Value: \$1,938,564.75

Payment: \$387,712.95

Initial Term (Number of Payments): 5

Payment Frequency: Annual

Daily Rate Factor: 1/360th

Currency: United States dollar (USD)

First Payment Date: July 1, 2023

Payment Schedule: Payments start on the First Payment Date and continue thereafter on the first day of each consecutive Payment Frequency period

ADVANCED PAYMENTS: Advanced payments, if required, shall be paid contemporaneously with the Customer's signature of this Schedule.

PAYMENTS: Customer agrees to pay all Payments listed in this Schedule when due and acknowledges that such Payments are accurate and undisputed. The first Payment shall be equal to the sum of one Payment, plus an amount equal to the Daily Rate Factor detailed above times one Payment times the number of days from and including the Acceptance Date to, but excluding, the First Payment Date. The First Payment Date shall be the Commencement Date for this Schedule.

MASTER AGREEMENT: All terms, conditions, representations and warranties of the Master Agreement are hereby incorporated by reference herein and made part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate and distinct transaction with respect to the Product described herein, independent of any other Schedules. By execution of this Schedule, the parties reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Agreement, except as modified herein. Customer agrees that if all items of Product under this Schedule have not been delivered and accepted pursuant to the related COA within thirty (30) days of the Schedule Date, Originator has the right to void this Schedule at its sole discretion and Customer shall be liable to purchase the Product and pay Originator, manufacturer(s), and/or supplier(s), as applicable, the Product Value for such Product, and pay to Originator any Closing Costs detailed herein. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Master Agreement.

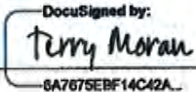
ORIGINAL DOCUMENT: The terms of this Schedule may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Schedule and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Schedule shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Schedule; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Schedule. THIS SCHEDULE HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS SCHEDULE DATE SET FORTH HEREIN.

Customer: Fresno Unified School District

Customer Signature: Philip Neufeld Customer Name: Philip Neufeld Customer Title: Executive Officer

Originator: DDI Capital

Originator Signature:  Originator Name: Terry Moran Originator Title: Terence Moran, Vice President vs
6A7675EBF14C42A

Florencia Ventura Rodriguez



PRODUCT EXHIBIT
TO SCHEDULE NUMBER TSM05865A

Location of Product: 2309 Tulare Street, Fresno, CA 93721

Quantity	Product
525	SSNDMNTN1012 - Micro 4G SW Maint p.a.
525	SSNDLICN1186 - 4G FWA and NbloT Micro Lic p.a.
180	SSNDLICN1186 - 4G FWA and NbloT Micro Lic p.a.
180	SSNDMNTN1012 - Micro 4G SW Maint p.a.
150	SSNDLICN1246 - MXIE SW license p.a. per vCPU
150	SSNDMNTN1109 - MXIE SWM p.a. per vCPU
105	SSNDLICN1185 - FWA SW lic for 500 prov. users p.a.
5	SSNDLICN1134 - Network APIs - Large Edge SW Lic p.a.
5	SSNDMNTN1049 - Network APIs - Large Edge SW Maint p.a.
45	SSNDLICN1185 - FWA SW lic for 500 prov. users p.a.
5	SSNDMNTN1009 - Large Edge 4G SW Maint p.a.

ORIGINAL DOCUMENT: The terms of this Product Exhibit may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Product Exhibit and it shall be marked "Original" by Originator or its Assignee. The Customer agrees that the Original of this Product Exhibit shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Product Exhibit; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED: This Product Exhibit is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Customer: Fresno Unified School District

Customer Signature: Philip Neufeld Philip Neufeld, Executive Officer, Information Technology

Florencia Ventura Rodriguez _____



CERTIFICATE OF ACCEPTANCE
TO SCHEDULE NUMBER TSM05865A

Customer certifies in this Certificate of Acceptance ("COA"), which is being executed by Customer in connection with the above-mentioned Schedule ("Schedule"), that the related Product has been delivered, inspected, and accepted by Customer as of the Acceptance Date herein or as detailed in a related product exhibit to this COA. Customer certifies that all conditions and terms of the Schedule have been reviewed and acknowledged by Customer. By signing below, Customer certifies that all of the Customer's promises and obligations in the Schedule will be irrevocable and unconditional in all respects. Capitalized terms in this COA are defined as in the Schedule, unless specifically stated otherwise.

There shall be one original of this COA and it shall be marked "Original" by Originator or its Assignee. The Customer agrees that the Original of this COA shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this COA; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer certifies that they have the authority to sign, have reviewed and do agree to all terms and conditions of this COA. THIS COA HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE CUSTOMER HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON CUSTOMER.

Customer: Fresno Unified School District

Acceptance Signature: _____ Patrick Jensen, Interim Chief Financial Officer

Acceptance Date: _____

Florencia Ventura Rodríguez _____



TRANSACTION QUESTIONNAIRE

Dear Valued Customer,

Thank you for your business! Please provide the additional information below about your transaction to ensure that we have correct details within our system.

Contact our Contracts Team with Questions

- Phone: (315) 459-6190
- Email: docs@eservice-center.com
- Mail: PO Box 1018, 221 Somerville Road, Bedminster, NJ 07921

Required Additional Information

Please contact our team if you have questions about any of the required additional information detailed below.

- ✓ Legal Name (including punctuation): Fresno Unified School District
- ✓ State of Incorporation or Formation: CA
- ✓ FEIN: 94-6002206
- ✓ Is the Product Location(s) Controlled by Customer? (Yes/No): Yes
 - * If the location(s) is not controlled by Customer additional supplemental documentation may be required.

Billing Information

- ✓ Billing Contact Name: Steve Evans
- ✓ Billing Phone: (559) 457-3180
- ✓ Billing Email: Steven.Evans@fresnounified.org
- ✓ Billing Address: Fresno Unified School District Information Technology – B16
Fresno, CA 93721

Product Location(s) Information

- ✓ Location Contact Name: Jack Pambukyan
- ✓ Location Phone: (559) 457-3165
- ✓ Location Email: Jack.Pambukyan@fresnounified.org
- ✓ Location Address: Fresno Unified School District Information Technology – B16
Fresno, CA 93721

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-8

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street. The purchase is of an existing 4-story office building (approx. 50,085 sq. ft.) and adjacent parking lot (approx. 10,890 sq.ft.). The Agreement is the result of many months of negotiations with the sellers, the John S. Foggy Trust and the Ellis Family Partnership III. The sale price of \$8,558,109 includes the purchase of the land, building, and over \$700,000 in site and building improvements that have been negotiated and will be installed by the seller so that the building will be ready for District uses and occupancy when escrow closes. Escrow is projected to close within 90 days after the Purchase Agreement is signed. The District's share of escrow and closing costs are estimated to be less than \$10,000. Prior to finalizing the purchase price, the District retained the services of a certified MAI appraiser who appraised the property and the purchase price is well within the appraised price. The District will utilize the building as follows:

The Department of Prevention and Intervention: Attendance and SARB, Behavioral Intervention/Student Discipline/Restorative Practices, Climate and Culture, Mentoring Services, Project ACCESS, Social Emotional Wellness, and Home and Hospital Instruction.

Transfers Office: School Choice, Incoming or Outgoing interdistrict, Magnet, Dual Immersion, and transfer revocations.

GATE Program: Supports staff and students coordinate admission to GATE schools. This involves qualification, testing, and a lottery enrollment process for the programs at Manchester and Yokomi Elementary Schools.

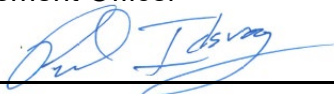
FINANCIAL SUMMARY: Sufficient funds in the amount of \$8,558,109 are available in the General Fund. and will be needed to purchase the property and close escrow.

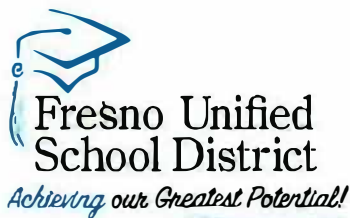
PREPARED BY: Alex Belanger,
Chief Executive,

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 Contract Routing Form

Completed independent contract agreement must be attached

John S. Foggy Trust and Ellis Family Partnerships III

7502 N. Colonial Street Suite 101

Vendor Name

Address

559-285-3355

Robert Ellis

Phone Number

Vendor Contact

From: February 22, 2023

Through: February 22, 2023

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Operational Services

559-283-2622

Name

Site/ Dept

Telephone number

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

8,558,109.00

Annual Cost

Please choose an option

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

Yes ☐

No ☒

Scope of Work Summary:

For the purchase of one commercial office building located at 2011 Fresno Street and 1212 Fulton. FUSD will deposit \$100,000.00 on or before the 15 day following the Effective Date of the Agreement.

Date Item is to appear on Board of Education Agenda:

02/22/23

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Alex Belanger

Name

Facilities Department

Department

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
(Fidelity National Title Company Escrow No. _____)

DATED: FEBRUARY 22, 2023

PARTIES:

- (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and
- (2) **JOHN S. FOGGY TRUST (75%) AND ELLIS FAMILY PARTNERSHIP III (25%)** (hereinafter collectively referred to as "Seller").

RECITALS:

This *Purchase and Sale Agreement and Escrow Instructions* (Agreement) is made with respect to the following facts:

A. Seller is the owner of commercial property which is located at 2011 FRESNO STREET, AKA 1212 FULTON AND 2015 FRESNO STREET, Fresno, California 93721 (Fresno County Assessor's Parcel Number 466-154-11 and 466-154-31), which is more particularly described in Exhibit A attached hereto.

B. The real property and improvements thereon consist of one approximately 50,085+-square foot four-story office building on approximately 10,890 square foot lot (1212 FULTON, Fresno, CA.; APN 466-154-11), and one approximately 11,326 square foot adjacent parking lot (2015 FRESNO STREET, Fresno, CA; APN 466-154-31).

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 **Land.** The property described in Exhibit A hereto.

1.1.2 **Appurtenances.** All rights, privileges and easements appurtenant to the Property, and all rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

1.1.3 **Improvements.** All existing buildings improvements located on the Property, including, without limitation the commercial building; and if attached to the Property on the date of this Agreement, lighting, heating, plumbing, ventilating and air condition fixtures, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls, including all items listed in Exhibit "B" under the Scope of Work (all of which are collectively referred to as the Improvements).

1.1.4 **Personal Property.** No personal property is being sold or transferred hereunder.

1.2 **PROPERTY DEFINED.** All of the items described in Sub-Sections 1.1.1, 1.1.2, 1.1.3 and 1.1.4 are hereinafter collectively referred to as the Property.

1.3 **ESCROW HOLDER.** Escrow Holder shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.4 **ESCROW OPENING.** Escrow Opening shall be within three (3) days following execution of this Agreement by the Seller and Buyer.

1.5 **ESCROW COMPANY.** Escrow Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.6 **TITLE COMPANY.** Title Company shall mean and refer to FIDELITY NATIONAL TITLE COMPANY.

1.7 **EFFECTIVE DATE.** The Effective Date of this Agreement and other similar references herein shall mean and refer to the date on which this Agreement has been fully executed, initialed, if applicable, and dated by both Seller and Buyer.

ARTICLE 2 PURCHASE PRICE

2.1 **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property shall be Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars (\$8,558,109.00).

2.2 **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Eight Million Five Hundred Fifty-Eight Thousand One Hundred Nine Dollars (\$8,558,109.00) shall be paid to Seller in cash. This sale price includes a reimbursement to the Seller of Seven Hundred Two Thousand One Hundred Nine Dollars and Thirty-Four Cents (\$702,109.34) for repairs and modifications to the Property before the close of escrow, as shown on Exhibit "B".

2.3 **DEPOSIT.** Buyer shall, on or before the fifteenth (15th) day following the Effective Date of this Agreement, make an initial deposit in the amount of One Hundred Thousand Dollars (\$100,000.00), to be credited against the Purchase Price at close of escrow, with the Escrow Holder upon signing of this Agreement.

ARTICLE 3
TITLE TO REAL PROPERTY

3.1 **TITLE TO REAL PROPERTY.** A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within twenty (20) days following the Effective Date herein, covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the Exceptions). The purchase and sale of the Property is conditioned upon Buyers' approval of said report as provided in Section 4.1.2 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **Real Property Transfer and Title.** Fee simple title to the Real Property identified in Exhibit A hereto shall be transferred by execution and delivery of a Grant Deed. On the Closing date, Buyer shall receive from the Title Company a ALTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Fidelity National Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; and (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer.

ARTICLE 4
CONDITIONS TO CLOSING

4.1 **BUYERS CONDITIONS.** Buyers' obligation to purchase the Property under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions, within sixty (60) days of Effective Date herein each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at Buyers' option. In the event that any of the following conditions are not met or waived, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 A. **All Purchase Agreement and related California Environmental Quality Act Approvals by Fresno Unified School District Board of Trustees.**

B. **Seller's completion of the repairs and corrections listed on Exhibit "B," before the close of escrow, to Buyer's satisfaction.**

C. **FUSD's review and approval of the current Subway Lease and securing an estoppel certification from that tenant.**

D. **Lease termination move-out by the current tenant (Fresno County).**

E. **Other standard seller disclosures.**

F. **Fresno County Standard closing conditions pertaining to the allocation of title costs, title Insurance, closing costs, charges, commissions (by Seller), & taxes.**

4.1.2 **Approval of Title.** Buyers written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record (title exceptions) shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) business days to give Buyer notice; (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller, after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be

removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) business days to notify Seller of Buyers' election to proceed with the purchase of and take Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.3 **Real Property Tax and Special Tax District.** Buyer shall have twenty (20) days after the Effective Date to investigate the Property's real property tax, assessments, and special taxing district obligation.

4.1.4 **Inspection Period.** Buyer shall have Five (5) days from the date of Escrow Opening to determine the suitability of the Property for Buyers intended use (the Inspection Period). The Inspection Period shall commence on the day on which the escrow is opened and shall expire at 5:00 p.m. on the Fifth day following the Effective Date of this Agreement. During this period, Buyer shall, at Buyers option and expense with no right of reimbursement whatsoever from Seller, conduct any environmental studies and or any soil, plant, and/or water sampling, tests, or surveys of the Property, or any other tests or surveys which Buyer deems advisable. Buyer agrees to indemnify, defend and hold Seller harmless from any cost, expense, obligation, or other liability, (including, without limitation, attorneys fees) caused by entry upon the Property by Buyer, its employees, agents, representatives or contractors during Buyers Inspection Period. At any time prior to expiration of the Inspection Period, Buyer may, by written notice to Seller, terminate this Agreement and escrow shall be canceled, with Buyers Deposit being returned and paid to Buyer.

4.1.5 **Accuracy of Representations.** All of Sellers material representations and warranties contained in or made pursuant to this Agreement, to the best of their knowledge, shall have been true and correct when made and shall be true and correct as of the Closing, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

ARTICLE 5 CLOSING AND ESCROW

5.1 DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS.

Within three (3) business days of the parties hereto execution of this Agreement the parties hereto shall deposit an executed counterpart of this Agreement along with the Deposit with Escrow Holder, and an executed counterpart of this Agreement to Title Company, and this Agreement shall serve as the instructions to Escrow Holder and to the Title Company for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder and the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

5.1.1 CLOSING.

5.2.1 **Location and Date.** The Closing hereunder (the Closing) shall be held at the offices of FIDELITY NATIONAL TITLE COMPANY at 7475 North Palm Avenue, Suite 107, Fresno, California 93711. The execution and exchange of documents shall take place at the Closing on or before sixty (60) days following the Effective Date (Closing Date), subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered

on the date the Deed is recorded.

5.2.2 **Delayed Closing.** In the event the Closing does not occur on or before the Closing Date, escrow may close after the Closing Date so long as either party has not executed and delivered a written notice of termination to Escrow Holder; provided such notice may not be given until five (5) days after the Closing Date. Upon receipt of a notice of termination, Escrow Holder shall return to the depositor thereof items which may have been deposited thereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Deed.** A deed conveying title to the Property, as set forth in Section 3.1.1 of this Agreement.

Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER.** Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder:

5.4.1 **Deposit.** The Purchase Price will be credited with the amount of Buyers Deposit.

5.4.2 **Balance.** The balance of the Purchase Price shall be deposited in cash in the form of a cashier's check payable to FIDELITY NATIONAL TITLE COMPANY by Buyer prior to close of escrow.

5.5 **OTHER INSTRUMENTS.** Seller and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW.** Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to:

5.6.1 **Deed.** Record the deed with the Fresno County Recorder.

5.6.2 **Net Proceeds.** Deliver the net proceeds from escrow to Seller, subject to any retentions, as described in Exhibit "B".

5.7 **PRORATIONS AND APPORTIONMENTS.**

5.7.1 **Property Taxes.** All non-delinquent property taxes and current rents of the Property shall be prorated as of Closing Date.

5.7.2 **Costs and Expenses.** Seller shall pay the premium for the Title Policy, and the cost of any documentary or other transfer taxes applicable to the sale. Except as provided in Exhibit "B," Buyer shall pay the cost of any due diligence reports completed & any assessment report, and any title endorsements. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale, as normal in County of Fresno.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER.** As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller.** Sellers are legal entities, authorized to do business in the State of California and with full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.1.2 **Laws and Regulations.** To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings affecting the Property. To the best of Seller's knowledge, the Property complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances, and there are no known underground fuel storage tanks located on the Property.

6.2 **Seller's Disclosure:** Seller hereby discloses, and Buyer hereby acknowledges that Robert Ellis is a licensed real estate broker in the State of California and a principal in this transaction.

6.3 **SURVIVAL.** The representations and warranties of Seller contained herein shall survive the Closing Date.

6.4 **DISCLAIMER "AS IS".** Except as specifically provided in this Article 6, Buyer is purchasing the Property in its as is condition. Buyer acknowledges that Seller makes no representations or warranties as to the condition of the improvements and fixtures.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

7.1.1 **Authority of Buyer.** Buyers have full authority to enter into this Agreement. This Agreement, and all documents executed by Buyer which are to be delivered to Seller at the Closing, are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyers' knowledge threatened against Buyer or any basis there for before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer that would affect closing escrow on this purchase.

7.1.3 **Financial Condition.** Buyer has adequate financial resources to pay the Purchase Price as specified herein, and to perform all of their obligations hereunder.

ARTICLE 8 MISCELLANEOUS

8.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

IF TO SELLER:

John S. Foggy Trust
6556 Lonetree Blvd., #200
Rocklin, CA 95765
jf@rocklin65.net

Ellis Family Partnership III
c/o Robert Ellis
7502 N. Colonial Street suite 101
Fresno, Ca 93711
rellis@reli1.com

IF TO BUYER:

Patrick Jensen
Interim Chief Financial Officer
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
Patrick.Jensen@fresnounified.org

Alex Belanger

Chief Executive, Operational Services
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
William.Belanger@fresnounified.org

Paul Idsvoog

Chief Operations and Classified Labor
Management Officer
Fresno Unified School District
4600 N. Brawley Ave.
Fresno, CA 93722
Paul.Idsvoog@fresnounified.org

Dale E. Bacigalupi, Legal Counsel

Lozano Smith
7404 N. Spalding Ave
Fresno, CA 93720
dbacigalupi@Lozanosmith.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

9.1 **NO BROKERS OR FINDERS.** Each party represents and warrants that neither has engaged a broker, finder or other person to represent such party in this transaction who would be entitled to a brokerage fee, finder's fee, commission or other similar compensation in connection herewith other than Robert Ellis Leasing and Investment, Inc., herein referred to as Broker. The commission agreement executed between Seller and Broker will be provided to escrow in a separate document prior to close of escrow.

In the event of a claim for a brokerage fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this section shall survive the Closing.

9.2 **TAX FREE EXCHANGE.** Either Buyer and/or Seller may elect to handle this transaction so as to qualify for the tax deferred benefits under the Internal Revenue Code, Section 1031, as amended. Either party shall have the right to make such election at any time before the date of closing and delivery of deeds. If either/both party(ies) makes such an election, the other agrees and promises to accommodate the electing party by taking any and all reasonable steps necessary to assure that the exchange will qualify under Section 1031. No party shall incur any additional costs, expenses, fees or liabilities on account of the other party's election hereunder. This Agreement is not conditioned upon the ability of any party to qualify for Section 1031 tax-

deferred treatment, except to the extent each party promises to cooperate to effect such treatment.

9.3 **LIQUIDATED DAMAGES.** IF BUYER IS IN DEFAULT, THEN ALL PAYMENTS AND THINGS OF VALUE RECEIVED BY SELLER ON DEPOSIT BY BUYER INTO ESCROW SHALL BE FORFEITED BY BUYER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL OBLIGATIONS HEREUNDER. IT IS AGREED THAT SUCH PAYMENTS AND THINGS OF VALUE ARE LIQUIDATED DAMAGES AND BELOW ARE SELLERS SOLE AND ONLY REMEDY FOR BUYERS' FAILURE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.

Seller's Initials: _____ Buyer's Initials: _____

9.4 **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by Buyer without the written approval of Seller, subject to the following limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

9.5 **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.6 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.7 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.8 **MERGER OF PRIOR AGREEMENTS.** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.9 **ATTORNEYS FEES.** In the event of dispute arising from or out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9.10 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

9.11 **FACSIMILE SIGNATURES.** Facsimile signatures shall have the same force and effect as original signatures.

9.12 **COUNTERPARTS.** This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

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

"Buyer"

Fresno Unified School District

By: _____
Patrick Jensen, Interim Chief Financial Officer

Date: _____

APPROVED AS TO FORM

[Signature] 1/24/23

"Seller"

John S. Foggy Trust

By: *[Signature]*
John S. Foggy

Date: 1/20/2023

Ellis Family Partnership III

By: *[Signature]*
Robert E. Ellis

Dated: 1/20/23

EXHIBIT A
Legal Description

Real property located in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

For APN/Parcel ID(s): 466-154-11 and 466-154-31

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The Southwesterly 76.5 feet of Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 at Page 2 of Plats, records of said County.

Excepting therefrom the Northeasterly 15 feet of the Northwesterly 37 feet thereof;

PARCEL 2:

Lots 17 through 22, inclusive, in Block 85 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, Fresno County Records.

Excepting from Lots 17 through 20 and the Southeasterly 13 feet of Lot 21, the Southwesterly 76.5 feet.

Also excepting from Lot 22 and the Northwesterly 12 feet of Lot 21, the Southwesterly 61.5 feet.

Exhibit "B"

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
1	Replace Fire system	\$94,582.00	\$44,438.00
2	Fix fire pump leak		\$2,530.00
3	Perform the five-year sprinkler system test		\$3,750.00
4	Confirm the elevators compliance with the Fresno fire department		\$4,250.00
5	Repair existing electrical wiring with systems check by a licensed electrician		\$6,450.00
6	Demo, Cham Construction	\$20,300.00	
7	Adjust and add fire sprinkler to accommodate new walls and doors	\$2,980.00	
8	Provide electrical adjustment for removal and replace walls	\$15,980.00	
9	Remove interior window blinds facing atrium		\$2,500.00
10	Repair or replace all building window blinds as needed		\$7,545.00
11	Repair or replace as needed all broken and non-functioning exterior door hinges		\$1,790.00
12	Replace Store Front door and glass panels in accordance with champ proposal on page 2	\$43,855.00	
13	Replace solar guard film on 32 windows	\$5,915.00	
14	Repair, replace and patch back walls and ceilings due to selective demolition	\$14,100.00	
15	Demo and replace basement doors, door frames and hardware so that it can accommodate a pallet jack, door on Fresno Street will need to be replaced with a door that can accommodate a pallet	\$19,686.00	
16	Remove pallets and debris from basement		\$1,500.00
17	Clean basement thoroughly including the spalling brick areas		\$5,150.00
18	Remove all decommissioned non operable mechanical equipment including the abandoned air handler and various equipment parts		\$7,800.00
19	Repair spalling brick walls in basement		\$7,500.00
20	Remove all file cabinets from premises as directed by FUSD		\$1,750.00
21	Engineer review of seismic retrofit compliance by licensed engineer, Brooks Ransom Condition Assessment		\$4,200.00

	Scope of Work	Seller's Cost S/T Buyer Reimbursement	Seller's Sole Cost w/o Reimbursement
22	Drywall	\$10,750.00	
23	Replace all floor covering in the remodel areas	\$11,100.00	
24	Clean and repair or replace carpets as needed		\$12,500.00
25	Remove Construction Trash and Debris	\$3,300.00	
26	Lease portable restrooms	\$900.00	
27	Roof inspection by profession roofing contractor and repair in accordance with the report		\$8,750.00
28	Donate Cubicles		\$350,000.00
29	Replace the building switch gear	\$215,000.00	
30	Provide building HVAC control panel and connect to the building EMS system	\$6,956.00	
31	Upgrade existing duct work system to handle MERV 13 filtration and return duct work		\$3,585.00
32	Replace the chilled water hydronic circuit and buffer tank added; and installation of VFD for pumps and re-evaluate the GMP and upgrade pumps	\$127,562.00	
33	Repair the Fresh, outside ventilation of HVAC system		\$29,832.00
34	Install damper actuators on the return air, outside air and building relief	\$10,340.00	
35	Utilize CO2 control in occupied area and install CO2 sensor		\$12,565.00
36	Identify service of the satellite DX cooling system and integrate it to a building pressure logic PID generator	\$25,261.00	
37	Installs exterior buildings signage from FUSD choice of the attached Proposals		\$65,000.00
38	Patch and Repaint interior walls as requested		\$41,117.90
39	Replace the perimeter windows tinting		\$7,529.80
40		\$628,567.00	\$632,032.70
41	Construction Management Fee	\$73,542.34	\$
42	Final Cost	\$702,109.34	\$632,032.70

All items on the Scope of Work shall be completed by the Seller before the close of escrow. All items in the Scope of Work shall be subject to a one (1) year warranty for materials and workmanship by the Seller. The warranty period begins on the Close of Escrow, except for any items completed or installed after the Close of Escrow and, as to those items, the warranty period begins on the date of acceptance by the Buyer. In the event all items are not completed before the close of escrow, and subject to Buyers approval, Seller shall use its best efforts to complete such items within 90 days after the close of escrow, provided that: (1) Seller shall insure that its

contractors pay prevailing wages to all workers on the Property in accordance with Labor Code Section 1771, et seq.; and (2) the costs associated with incomplete items, as set forth above, shall not be released at the closing but shall be retained in escrow by the Title Company and not disbursed to the Seller until completion is achieved, and certified in writing as complete by the Seller to the Buyer and, thereafter, by the Buyer to the Title Company. All costs shown above are final, and any cost changes that occur after this Agreement is signed by the parties shall be at the Seller's sole risk (in the case of cost increases) or benefit (in the case of cost decreases).

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 23-32, Diesel School Busses

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-32, Diesel School Busses, to purchase five new diesel school buses. While most of the district's bus fleet is CNG, the new diesel buses have an increased capacity, and their extended range is useful for out-of-town trips. Newer technology has vastly reduced emissions and increased fuel efficiency. These air-conditioned buses will add to the existing fleet and allow the Transportation Department to utilize older non-air conditioned buses as backups.

The request for bids was lawfully advertised on January 18, 2023 and January 25, 2023. Notifications were sent to 14 firms and the district received two responses. Bids were opened on January 31, 2023. Staff recommends award to the lowest responsive, responsible bidder:

A-Z Bus Sales (Colton, California) \$1,188,426.90

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,188,426.90 are available in the ESSER III Fund.

PREPARED BY: Ann Loorz,
Executive Director,

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

BID TABULATION

BID NO. 23-32, DIESEL SCHOOL BUSES

Bid Opening Date: January 31, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BID AMOUNT
A-Z Bus Sales	Colton	\$1,188,426.90
BusWest	Carson	\$1,365,755.50

Staff recommends award of \$1,188,426.90 to A-Z Bus Sales, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Proposals 23-11, Network Equipment for Internal Connections

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 23-11, to replace and/or upgrade network equipment across school sites and facilities. This RFP allows for purchase of equipment to keep the network current such as wireless access points, network switches, edge switches, and firewall modules. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district. These costs are part of the annual budgeted refresh of equipment across the district to keep systems current and performing well in support of learning environments for staff, teachers and students.

The request for proposals was lawfully advertised on November 02, 2022 and November 09, 2022 and posted on the Universal Service Administrative Company (USAC) website on November 02, 2022 per Federal Communication Commission rules. Proposals were opened on December 16, 2022. Notifications were sent to 88 vendors, and the district received three responses. Based on extensive review, staff recommends award to the best value vendor:

Development Group, Inc. (Redding, CA) \$4,461,292

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

FINANCIAL SUMMARY: E-Rate Eligible equipment is expected to be \$4,461,292. The District's portion at 15% should be \$669,194 and will be covered through the Technology Services Department E-Rate Fund and \$3,792,101 should be provided through the Federal E-Rate Program.

PREPARED BY: Philip Neufeld,
Executive Officer and Ann Loorz,
Executive Director

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: February 22, 2023

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Qualifications 23-05, Student Mentoring Services

ITEM DESCRIPTION: Included in the Board binders is a Request for Qualifications (RFQ) 23-05, to prequalify a pool of vendors to provide day-to-day school based mentoring services to Fresno Unified School District students at selected school sites. Emphasis will be placed on students struggling with grades, school attendance and behaviors that lead to suspension and/or expulsion. The term is a three-year period with the option to renew for two additional one-year periods.

The Request for Qualification (RFQ) was lawfully advertised on November 16, 2022 and November 23, 2022, and the district received seven responses. Evaluation of proposals were based on experience and qualifications, overall project approach and pricing. The evaluation panel, comprised of Fresno Unified School District Mentoring Office Staff, and School Administrators recommend approval of the following vendors:

- Another Level Training Academy (Fresno, CA)
- Bridge Project Fresno (Fresno, CA)
- Every Neighborhood Partnership (Fresno, CA)
- Hand in Hand Enrichment Services (Fresno, CA)
- HandsOn Central California (Fresno, CA)
- StudentNest, Inc. (Fresno, CA)
- United For The Future/Engineered to Make a Difference (Fresno, CA)

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

FINANCIAL SUMMARY: Funding is available through site budgets and Prevention & Intervention.

PREPARED BY: Rita Baharian, Executive,
and Ann Loorz, Executive Director

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



High-level summary of mentoring services the prequalified vendors can provide

- **Another Level Training Academy (Fresno, CA)**
ALTA will provide one-on-one and group mentoring that is combined with coaching, advising, role modeling, and educational advocacy for student educational agency
- **Bridge Project Fresno (Fresno, CA)**
The Bridge Project Fresno will provide one-on-one and group mentoring targeting foster and under-served youth.
- **Every Neighborhood Partnership (Fresno, CA)**
ENP will utilize mentors to provide one-on-one mentoring to students that are struggling readers.
- **Hand in Hand Enrichment Services (Fresno, CA)**
Hand in Hand provides early behavior intervention and anti-bullying one-on-one mentoring services to at-risk youth.
- **HandsOn Central California (Street Saints) (Fresno, CA)**
HandsOn (Street Saints) provides one-on-one and group mentoring services to at-risk students and their families.
- **StudentNest, Inc. (Fresno, CA)**
StudentNest provides one-on-one, group, and peer mentoring to students with the objective to increase life, social, and character development skills.
- **United For The Future/Engineered to Make a Difference (Fresno, CA)**
UFF utilizes community mentors to provide one-on-one and group mentoring focusing on character-building, academic support, and job/career guidance.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Request for Qualifications 23-21, Custom Printing

ITEM DESCRIPTION: Included in the board binders is information on Request for Qualifications (RFQ) 23-21, to qualify a pool of vendors for custom printing services in the categories of apparel, signs and banners, promotional items, and paper items. The RFQ process allows for multiple factors to be considered in addition to price, to identify the best value vendor(s) for the district. The term is for a three-year period beginning March 01, 2023.

The Request for Qualifications was lawfully advertised on November 16, 2022, and November 23, 2022. Qualifications were received on December 20, 2022. Notifications were sent to 201 vendors, and the district received 27 responses. Evaluation of proposals were based on experience, qualifications, and pricing. The evaluation panel, comprised of Fresno Unified School District Goal 2 Staff, School Principals and Vice Principals, recommend approval of the following vendors:

- Category 1, Apparel (19 qualified vendors)
- Category 2, Signs and Banners (22 qualified vendors)
- Category 3, Promotional Items (20 qualified vendors)
- Category 4, Paper Items (18 qualified vendors)

Approval will allow department and school sites to utilize qualified vendors for identified purchases on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

The RFQ (16 pages), responses and scoring matrix are available for review in the Purchasing Department.

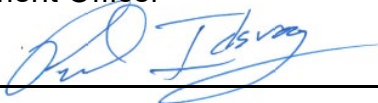
FINANCIAL SUMMARY: Funding is available through site budgets. Custom Printing services were approximately \$6,563,885 last fiscal year.

PREPARED BY: Ann Loorz,
Executive Director

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
LIST OF QUALIFIED VENDORS
RFQ No. 23-21, CUSTOM PRINTING

RFQ 23-21: Category 1 - Apparel

A-Mark T-Shirts, Inc.	(Fresno, California)
American Business Machines	(Bakersfield, California)
Artisan Marketing Group	(Fresno, California)
California Education Specialists	(Clovis, California)
Dr-Graphics	(Fresno, California)
Dumont Printing	(Fresno, California)
Fan in a Box	(Fresno, California)
Game One	(Bozeman, Montana)
Island Imprints, Inc.	(Fresno, California)
Jack Nadel, Inc.	(Los Angeles, California)
Mad Illustrators	(Fresno, California)
Multi Marketing Corp.	(Fresno, California)
Print Theory	(Kingsburg, California)
Prolevel Professional Gaming Wear	(Fresno, California)
Ricoh USA, Inc.	(Exton, Pennsylvania)
Rush Advertising Specialties	(Fresno, California)
Rush Imprintables	(Fresno, California)
Russell Pena	(Fresno, California)
Signature Promotions, LLC	(Fresno, California)

RFQ 23-21: Category 2 - Signs and Banners

AGAS MFG, Inc.	(Philadelphia, Pennsylvania)
American Business Machines	(Bakersfield, California)
Artisan Marketing Group	(Fresno, California)
California Education Specialists	(Clovis, California)
David Beery	(Fresno, California)
Dr-Graphics	(Fresno, California)

LIST OF QUALIFIED VENDORS (continued)

Dumont Printing	(Fresno, California)
Game One	(Bozeman, Montana)
Jack Nadel, Inc.	(Los Angeles, California)
Mad Illustrators	(Fresno, California)
Mega-Prints	(Fresno, California)
Minuteman Press	(Clovis, California)
Multi Marketing Corp.	(Fresno, California)
Print Theory	(Kingsburg, California)
Prolevel Professional Gaming Wear	(Fresno, California)
Pro-Screen, Inc.	(Fresno, California)
Ricoh USA, Inc.	(Exton, Pennsylvania)
Rush Advertising Specialties	(Fresno, California)
Rush Imprintables	(Fresno, California)
Russell Pena	(Fresno, California)
Signature Promotions, LLC	(Fresno, California)
Yellow Dog Signs & Graphics	(Fresno, California)

RFQ 23-21: Category 3 - Promotional items

A-Mark T-Shirts, Inc.	(Fresno, California)
Artisan Marketing Group	(Fresno, California)
California Education Specialists	(Clovis, California)
Dr-Graphics	(Fresno, California)
Dumont Printing	(Fresno, California)
Fan in a Box	(Fresno, California)
Game One	(Bozeman, Montana)
Island Imprints, Inc.	(Fresno, California)
Jack Nadel, Inc.	(Los Angeles, California)
Mad Illustrators	(Fresno, California)
Minuteman Press	(Clovis, California)
Multi Marketing Corp.	(Fresno, California)

LIST OF QUALIFIED VENDORS (continued)

Print Theory	(Kingsburg, California)
Prolevel Professional Gaming Wear	(Fresno, California)
Ricoh USA, Inc.	(Exton, Pennsylvania)
Rush Advertising Specialties	(Fresno, California)
Rush Imprintables	(Fresno, California)
Russell Pena	(Fresno, California)
Signature Promotions, LLC	(Fresno, California)
Yellow Dog Signs & Graphics	(Fresno, California)

RFQ 23-21: Category 4 - Paper items

A-Mark T-Shirts, Inc.	(Fresno, California)
American Business Machines	(Bakersfield, California)
Artisan Marketing Group	(Fresno, California)
California Education Specialists	(Clovis, California)
David Beery	(Fresno, California)
Dr-Graphics	(Fresno, California)
Dumont Printing	(Fresno, California)
Mad Illustrators	(Fresno, California)
Mega-Prints	(Fresno, California)
Minuteman Press	(Clovis, California)
Professional Print & Mail, Inc.	(Fresno, California)
Pro-Screen, Inc.	(Fresno, California)
Ricoh USA, Inc.	(Exton, Pennsylvania)
Rush Advertising Specialties	(Fresno, California)
Rush Imprintables	(Fresno, California)
Russell Pena	(Fresno, California)
Signature Promotions, LLC	(Fresno, California)
Yellow Dog Signs & Graphics	(Fresno, California)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

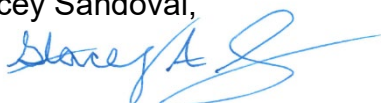
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL22-1004-7836

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Regina Bell, case GL22-1004-7836. 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:



FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS - 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)		RESERVED FOR FILING STAMP CLAIM NO: _____ 	
1. Name of Claimant REGINA BELL, individually and as Successor-in-Interest to <i>MINOR</i>		2. <i>BEHAVIORAL AND SPECIAL SERVICES DEPARTMENT</i> <i>FRESNO UNITED SCHOOLS</i>	
3. Home Address of Claimant City/State C/O Arias Sanguinetti Wang & Torrijos, LLP - 6701 Center Drive West, Suite 1400, Los Angeles, CA 90045		4. Home Telephone Number C/O Arias Sanguinetti Wang & Torrijos, LLP (310) 844-9696	
5. Business Address of Claimant City/State C/O Arias Sanguinetti Wang & Torrijos, LLP - 6701 Center Drive West, Suite 1400, Los Angeles, CA 90045		6. Business Telephone Number C/O Arias Sanguinetti Wang & Torrijos, LLP (310) 844-9696	
7. Give Address of which you desire notices or communication to be sent regarding this claim: Arias Sanguinetti Wang & Torrijos, LLP - 6701 Center Drive West, Suite 1400, Los Angeles, CA 90045			
8. How and under what circumstances did DAMAGE or INJURY occur? Give full details: Please see attached			
9. When did DAMAGE or INJURY occur? Give full particulars, date time of day: Date of Injury to: <i>MINOR</i> Date of Death:			
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. On 1st Street, between E. Bullard Avenue and E. Barstow Avenue. Exact location may be found via Fresno Police Department, Report # 2210040922			
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: Please see attached			
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)) UNLIMITED Civil - Amount claimed exceeds \$10,000.00.			
13. Insurance payments received, if any, and name(s) of insurance company: N/A			
14. Expenditures made on account of DAMAGE or INJURY (Date - Item): Pending calculation of damages			
15. Name and address of Witnesses, Doctors and Hospitals: Students, employees, agents, and/or volunteers of Hoover High School and/or Fresno Unified School District - true identities unknown at this time but will be ascertained via discovery.			
16. Signature of Claimant or person filing: <i>Sahar M.</i>		17. Typed Name (Relationship to Claimant) Sahar Malek, Esq. - Attorney	
		18. Date:	

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.

Revised/EC/01.27.2020

FRESNO UNIFIED SCHOOL DISTRICT – CLAIM FOR DAMAGESATTACHMENT**8 and 9. Negligent Supervision of Students; Negligent Hiring, Training, Supervision, Retention of Employees; Wrongful Death**

[Cal. Gov. Code §§815.2, 815.6, 820; Cal. Edu. Code § 44807, 44808; Cal. Code of Regs. §§5531, 5551 and 5552]

On or about October 04, 2022, minor MINOR, a student at Hoover High School ("HHS") in the Fresno Unified School District ("FUSD"), was dismissed from basketball practice early and was asked to exit the school immediately. MINOR parents and/or guardians were not notified of this early dismissal. Further, the students, including MINOR, who were in HHS/FUSD's care and custody, were left unsupervised after the early dismissal. Upon exiting the school and crossing the street in front of HHS (First Street), MINOR was hit by a driver, resulting in MINOR death.

Claimant alleges that HHS/FUSD:

- failed to notify MINOR parents and/or guardians regarding the early dismissal;
- failed to provide adequate supervision of the students, including MINOR, specifically after the early dismissal to ensure the minors' safety and security;
- failed to provide adequate notice to students' parents and/or guardians regarding the changes in students' schedules;
- failed to take reasonable and appropriate precautions to protect students, including MINOR, from foreseeable harm;
- failed to use reasonable measures to protect students, including MINOR, from foreseeable injuries or death;
- failed to implement and/or enforce those rules and regulations necessary to protect students, including MINOR, under their ordinary care;
- failed to supervise their employees, in charge of students' supervision and safety, to ensure they were competently performing their job of protecting the students from harm;
- failed to ensure their employees, agents, and/or volunteers had the requisite knowledge and training to execute and follow the rules and protocols pertaining to the safety and supervision of students;
- failed to properly hire, monitor, train, or control their employees, agents, and/or volunteers who were in charge of supervising students and ensuring their safety;
- failed to take all reasonable steps to protect its students and to maintain a high school campus that would be safe and secure so as to promote learning;
- failed to reasonably prevent injury and harm to students under their care or custody, including MINOR;
- failed to discharge its mandatory duties as required by law;
- failed to implement and/or enforce procedures and regulations to prevent the type of injury and/or death which occurred to MINOR.

- were negligent in the supervision of its students and premises;
- failed to provide sufficient supervision and/or security personnel of minors on campus;
- were negligent in hiring, training, and supervision of its employees, agents, and/or volunteers.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Grant Application for Juan Felipe Herrera Elementary After School Education and Safety Program

ITEM DESCRIPTION: Included in the Board binders is a grant application for the After School Education and Safety (ASES) program beginning in 2023/24 for Juan Felipe Herrera Elementary. The goal of this site-based program is to provide a safe and educationally enriching environment during after school hours that supports student academic achievement as well as the educational goals of the district.

The new funding of the After School Education and Safety Program will include the implementation of Senate Bill (SB) 1221. This bill requires programs to submit evidence of a data-driven program quality improvement process that is based on the state department's guidance and the 12 Quality Standards for Expanded Learning programs. The Program will be required to submit attendance information, select one or more outcome measures to demonstrate program effectiveness based upon grant requirements, and select at least one of the 12 Quality Standards for Expanded Learning Programs to focus on each year. Data for chosen measures must be submitted annually to the California Department of Education.

FINANCIAL SUMMARY: The grant application requests \$152,612.13 in After School Education and Safety (ASES) program funds for a three-year period. Fresno Unified is to provide 33% in-kind matching funds as done in previous years for similar grants.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





**After School Education and Safety Program
Universal Application 2023-24**

Application ID: 23-07-10-23-ASES-153

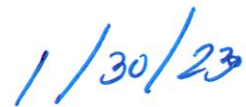
Cover Page

Mail completed applications to:

California Department of Education
Expanded Learning Division
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

Agency Name	Fresno Unified
County-District Code/Federal Employer Identification Number	10621660000000
County Name	Fresno
Agency Type	LEA
Superintendent Name	Robert G. Nelson Ed.D.
Superintendent Professional Title	Superintendent
Superintendent Address	2309 Tulare Street
Superintendent City, State, Zip Code	Fresno, CA, 93721-2287
Superintendent Telephone Number	(559) 457-3882
Superintendent Email Address	bob.nelson@fresnounified.org
Program Contact Name	Connie Cha
Program Contact Professional Title	Director
Program Contact Address	4120 N. First St.
Program Contact City, State, Zip Code	Fresno, CA 93726
Program Contact Telephone Number	559-287-7461
Program Contact Email Address	connie.cha@fresnounified.org
ASES Core Amount Requested	\$152,089.20

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature. I also certify (if applicable) that I will share equal decision-making and grant compliance with the signing Co-applicant(s), including all assurances and fiscal reporting requirements.

Superintendent Signature: 	Date: 
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**After School Education and Safety Program
Universal Grant Application 2023-24**
Application ID: 23-07-10-23-ASES-153
Signatures and Approvals

School Principal or Executive Director Approval

The school principal or executive director of a direct-funded charter school of each school to be served by the proposed program must approve this program application.

County-District-School Code	School Name	Name of School Principal or Executive Director	Signature of School Principal or Executive Director
10621660141127	Juan Felipe Herrera Elementary	Miguel Naranjo, Principal	

The local educational agency (LEA) superintendent must be in agreement with the intent of this application. The LEA superintendent assures that all schools in this application meet eligibility requirements for funding pursuant to the terms and conditions described in the request for application.

If the LEA superintendent is already a signatory on the cover page of this application, the signature below is not required.

Direct funded charter schools applying for grant funding are not required to obtain the superintendent's signature for approval.

County-District-School Code	School District Name	Name of Superintendent	Signature of Superintendent
10621660000000	Fresno Unified	Robert G. Nelson Ed.D., Superintendent	

**After School Education and Safety Program
Universal Application 2023–24**

Application ID: 23-07-10-23-ASES-153

**California Education Code Certified Assurances
Page 1**

These Certified Assurances, per California *Education Code* (EC), are required as part of the After School Education and Safety Universal and Renewal grant application.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances on the California Department of Education's (CDE) Funding Forms web page at <https://www.cde.ca.gov/fg/fo/fm/ff.asp>. Grantees should not submit General Assurances to the CDE.

On behalf of the applicant agency, the Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (EC Section 8482.3[c][1][A], 8482.3[f][6], and 8483.3[c][1]).
2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (EC sections 8482.3[c][1][B], 8482.3[f][6], and 8483.3[c][2]). Such activities might involve Science, Technology, Engineering, and Mathematics, The arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
3. The program will agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with EC Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program will agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (EC sections 8482.3[d][1], 8482.3[d][2], and 8483.3[c][8]).
4. Each partner in the application agrees to share responsibility for the quality of the program (EC Section 8482.3[f][3]).
5. The program agrees to follow all fiscal reporting and auditing standards required by the CDE (EC Section 8482.3[f][5]).

**After School Education and Safety Program
Universal Application 2023–24**

Application ID: 23-07-10-23-ASES-153

**California *Education Code* Certified Assurances
Page 2**

6. Program agrees to provide information to the department for the purpose of program evaluation and will certify that program evaluations will be based upon any requirements recommended by the Advisory Committee on Before and After School Programs and adopted by the state board, including the annual outcome-based data for evaluation (*EC* sections 8482.3[f][7], 8482.3[f][8], 8483.3[c][11], and 8484[a])
7. The program will provide attendance data on participating pupils in the expanded learning program and the continuous quality improvement process to the CDE on an annual basis (*EC* sections 8482.3[f][10][A] and 8484[a][1][A]).
8. As required by the CDE, programs will submit program attendance on a semiannual basis (*EC* sections 8482.3[f][10][B] and 8484[a][1][B]).
9. The program will review their after school program plans every three years. The review is to include, but not limited to program goals (a program may specify any new program goals that will apply to the following three years during the grant renewal process), program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the CDE. The grantee shall maintain documentation of the after school program plan for a minimum of five years (*EC* sections 8482.3[g][1][A] and 8482.3[g][1][F]).
10. The program acknowledges that the CDE shall monitor this review as part of its onsite monitoring process (*EC* Section 8482.3[g][2]).
11. Every program established pursuant to this article shall be planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector (*EC* Section 8482.5[b]).
12. Every pupil attending a school operating a program is eligible to participate in the program, subject to program capacity (*EC* Section 8482.6).
13. A program is not required to charge family fees or conduct individual eligibility determination based on need or income (*EC* Section 8482.6).

**After School Education and Safety Program
Universal Application 2023–24**

Application ID: 23-07-10-23-ASES-153

**California Education Code Certified Assurances
Page 3**

14. Offsite programs shall align the educational and literacy component of the program with participating pupils' regular school programs (*EC* sections 8482.8[a][2] and 8484.6[a]). Offsite programs will ensure communication among teachers in the regular school program, after school staff and parents of students. Offsite programs will ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils (*EC* Section 8482.8[a][2]).
15. A program that requests approval to operate an offsite program shall describe the manner in which the applicant intends to provide safe, supervised transportation between school sites; ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and parents of pupils; and coordinate the educational and literacy component of the before and after school components of the program with the regular school programs of participating pupils. (*EC* Section 8482.8[a][2]). No program located off school grounds shall be approved unless safe transportation is provided to the pupils enrolled in the program (*EC* Section 8484.6[a]).
16. The program will commence immediately upon the conclusion of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.) (*EC* Section 8483[a][1]).
17. The program will operate for a minimum of 15 hours per week (*EC* Section 8483[a][1]).
18. The program will operate until at least 6 p.m., on every regular school day (*EC* Section 8483[a][1]).
19. The program will establish a policy regarding reasonable early daily release of pupils from the program (*EC* Section 8483[a][1]).
20. Elementary school and middle school or junior high pupils should participate in the full day of the program every day during which pupils participate (*EC* Section 8483[a][2]).
21. For middle school or junior high school, programs may implement a flexible attendance schedule for those pupils (*EC* Section 8483[a][3]).

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22. First priority for enrollment of pupils in an after school program shall be given to homeless youth, pupils identified by the program as being in foster care, and to pupils eligible for free or reduced Priced meals (*EC* Section 8483[c][1][a]) and second priority shall be given to middle school and junior high pupils who attend program daily (*EC* Section 8483(c)[1][b]) After School Education and Safety Program Universal 2019–20.
23. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active pupil engagement (*EC* Section 8483.3[c][3]).
24. The program will provide staff training and development (*EC* Section 8483.3[c][4]).
25. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).
26. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).
27. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).
28. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).
29. The program will meet all of the evaluation requirements (*EC* Section 8483.3[c][11]) and any such data required by the CDE.
30. The program will engage in the collection and use of pupil social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).
31. The program will ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1 (*EC* Section 8483.4).
32. The program will establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district (*EC* Section 8483.4).

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33. Selection of the program site supervisors shall be subject to the approval of the school site principal (*EC* Section 8483.4).
34. All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).
35. All funds expended will supplement, but not supplant, existing funding for after school programs. State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* sections 8483.5[e] and 8483.7[b]).
36. The program may provide three days of staff development during regular program hours using funds from the total grant award (*EC* Section 8483.7[a][4]).
37. The program will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant from the school district, governmental agencies, community organizations, or the private sector. Facilities or space usage may fulfill not more than 25 percent of the required local contribution (*EC* Section 8483.7[a][7]).
38. The program acknowledges that State categorical funds for remedial education activities shall not be used to make the required contribution of local funds for those after school programs (*EC* Section 8483.7[b]).
39. A program may expend on indirect costs no more than the lesser the school district's indirect cost rate, as approved by the CDE for the appropriate fiscal year or five percent of the state program funding received (*EC* Section 8483.9[a]).
40. The program may expend no more than 15 percent of that funding on administrative costs, which include indirect costs (*EC* Section 8483.9[b]).
41. A program will ensure that no less than 85 percent of that funding is allocated to school sites for direct services to pupils. The cost of a program site supervisor may be included as direct services, provided that at least 85 percent of the site supervisor's time is spent at the program site (*EC* Section 8483.9[c]).

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42. The program shall submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards (*EC* Section 8484[a][2]).
43. Programs may be conducted upon the grounds of a community park, recreational facility, or other site as approved by the State Department of Education in the grant application process (*EC* Section 8484.6[a]).
44. An offsite program shall comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).
45. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the CDE in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

I acknowledge understanding of and agreement with California <i>Education Code</i> Certified Assurances 1–45.	
Superintendent Signature: 	Date: 

**After School Education and Safety Program
Universal Grant Application 2023–24**

Application ID: 23-07-10-23-ASES-153

Disqualifications

The following conditions must be met for an application to be considered for ASES funding. If an Applicant does not comply with the following items, either individual schools or the entire application **will be disqualified** from funding consideration.

a. Individual School Disqualification

- An individual school that is not in Good Standing at the time the application is reviewed **will be disqualified**.

b. Application Disqualification

- A New application without a Program Narrative **will be disqualified**. The Applicant **must** submit, as an attachment, a Program Narrative that describes the two ASES required program elements (see Description of Required Program Narrative section).
- An application without an original “wet” signature, **using blue ink** signature (LEA Authorized Signature on the Cover Page) **will be disqualified**. Signatures submitted after the application deadline will not be accepted. If an application is submitted by more than one Applicant, all co-applicants must sign the application. If a co-applicant fails to sign the form, the co-applicant will be dropped from the application. However, at least one LEA must always sign the Cover Page of the application.
- A Cover Page without an original Authorized Signature or without a Designee Signature submitted with a copy of a recent governing board resolution or minutes—clearly authorizing the Designee to accept and sign as a proxy for financial statements and legally binding documents—**will be disqualified**.
- The ASSIST-generated application forms (see Application Checklist in this RFA) that are submitted to the CDE after **February 10, 2023**, **will be disqualified**.

Authorized Agent Signature: 	Date: 
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**After School Education and Safety Program
Universal Grant Application 2023-24**
Application ID: 23-07-10-23-ASES-153
Award Calculator

County-District-School Code	School Name	School Type (E/M)	Program Type	Days of Operation	Students Served	Amount Requested
10621660141127	Juan Felipe Herrera Elementary	E	After School Base	180	83	\$152,089.20
Total						\$152,089.20

Reimbursement Rates: \$10.18 for After School Base.

**After School Education and Safety Program
Universal Application**

Application ID: 23-07-10-23-ASES-153

Checklist

Must be received on, or before **February 10, 2023**, to the California Department of Education,
Expanded Learning Division. Postmarks will be honored.

Mail completed applications to:

California Department of Education
Expanded Learning Division
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

Please submit these forms in the following order:

- ☒ Cover Page
- ☒ Co-Applicant Information (if applicable)
- ☒ Designee Form (if applicable)
- ☒ Signatures and Approvals
- ☒ Assurances Pages 1-6 signed and returned (one set for the applicant and one set for the co-applicant)
- ☒ Disqualifications
- ☒ Award Calculator
- ☒ Offsite Program Information (if applicable)
- ☒ Program Narrative (NEW Grantees Only)
- ☒ Checklist

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

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

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

Bid 21-38, Centennial and Wishon Elementary Schools and Scandinavian Middle School Multipurpose Room HVAC Upgrades, Change Order 2 (Scandinavian) include but may not be limited to: add 214 days to contract duration.

Original contract amount (Centennial, Wishon, and Scandinavian):	\$	1,629,000
Original Contract Amount (Centennial):	\$	504,000
Change Order(s) previously ratified:	\$	- 5,589
New Contract Amount (Centennial):	\$	498,411
Original Contract Amount (Wishon):	\$	585,000
Change Order(s) previously ratified:	\$	13,866
New Contract Amount (Wishon):	\$	598,866
Original Contract Amount (Scandinavian):	\$	540,000
Change Order(s) previously ratified:	\$	79,317
Change Order 2 presented for ratification:	\$	0
New Contract Amount (Scandinavian):	\$	619,317
New Contract Amount (Centennial, Wishon, and Scandinavian):	\$	1,716,594

Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building, Change Order 5 include but may not be limited to: add concrete infill and mowstrip; add waterproofing membrane; relocation of light fixtures; add asphalt repairs and playcourt striping; add cord reel blocking and mounting modification; add structural framing; replacement of quarry tile; casework addition and modifications; add hot water circulation pump; add lowering of utility vault.

Original Contract Amount:	\$	11,116,200
Change Order(s) previously ratified:	\$	363,082
Change Order 5 presented for ratification:	\$	142,317
New Contract Amount:	\$	11,621,599

Bid 22-30, Tenaya Middle School Office and Sitework Improvements, Change Order 2 include but may not be limited to: add panic hardware; irrigation mainline repair; chain link fence removal; wood blocking for water fountain; storefront glazing cost escalation; modify gate latch; relocate plant material; additional plants at entry planter beds; and add 34 days to contract duration.

Original Contract Amount:	\$	458,825
Change Order(s) previously ratified:	\$	10,209
Change Order 2 presented for ratification:	\$	16,217
New Contract Amount:	\$	485,251

Bid 22-38, Yokomi Elementary School Portable Restroom Installation, Change Order 2 include but may not be limited to: add toilet accessories; and add 128 days to contract duration.

Original Contract Amount:	\$	510,847
Change Order(s) previously ratified:	\$	25,778
Change Order 2 presented for ratification:	\$	1,446
New Contract Amount:	\$	538,071

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

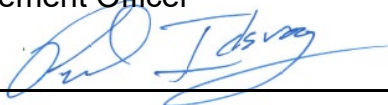
FINANCIAL SUMMARY: \$142,317 is available in the Measure M Fund for Bid 21-41 and \$17,663 is available in the School Facilities Fund for Bids 22-30 and 22-38.

PREPARED BY: Ann Loorz,
Executive Director

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

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

SUPERINTENDENT APPROVAL:





CHANGE ORDER

PROJECT NAME:

Scandinavian M.S. MPR HVAC Upgrade
3216 N. Sierra Vista Avenue
Fresno, CA 93726

CHANGE ORDER No. :**002**

DSA File No. :

10-48

Application No. :

02-117924**CONTRACTOR :**

Marko Construction Group
3675 E. Jensen Ave.
Fresno, CA 93725

DESIGNER'S PROJECT No. :**18003601****FUSD BID/CONTRACT No. :****21-38****CONTRACTOR P.O. No. :****00000703429**

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

The original Contract Sum was	\$ 540,000.00
Net change by previously authorized Change Orders	\$ 79,316.51.....
The Contract Sum prior to this Change Order was	\$...619,316.51...
The Contract Sum will be adjusted by	\$0.00.....
The new Contract Sum, including this Change Order will be	\$...619,316.51.
The Contract Completion date prior to this Change Order was	.. 3/13/2022
The Contract Time will be adjusted by	214 Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/13/2022

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

Recommended by:**IMEG**

901 Via Piemonte, #400
Ontario, CA 91764

ARCHITECT/ENGINEER:

Andy Cloud
Digitally signed by Andy, L.
Cloud
Date: 2022.11.29
18:47:38 -08'00'

By: Andy Cloud

Date: 11/29/2022

Accepted by:**Marko Construction**

3675 E. Jensen Ave.
Fresno, CA 93725

CONTRACTOR:

By: Jason Tenty

Date: 12/14/22

Authorized by:**Fresno Unified School District**

4600 N. Brawley
Fresno, CA 93722

OWNER:By: *[Signature]*

Date: 1/10/2023



CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Add 214 Calendar Days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of

REASON FOR CHANGE:

Contract time extension to accommodate project close-out activities.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

NOC, DSA 168, Final Punch

Amount of this Change Order Item:

Increase \$0.00

Time adjustment by this Change Order Item:

Increase 214 Days

Amount of this Change Order Item:

Increase \$0.00

Time adjustment by this Change Order Item:

Increase 214 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$0.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 214 Days

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



Facilities Management & Planning

Project Name: Scandinavian MPR HVAC Upgrade

DSA #: 02-117924

BID #: 21-38

Date: 1/4/23

Contractor: Marko Construction Group, Inc.

Architect: IMEG Corporation

Change Order: 2

Project Financial Summary

Contract Summary:

Bid Award Amount(s)	
Base Bid:	
Scandinavian Base Bid	\$ 540,000.00
Total Agreement Amount:	\$ 540,000.00

Contract Adjustments:

Total Contract Amount						\$ 540,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>
Scandinavian CO 1			\$ 79,316.51			\$ 79,316.51
Scandinavian CO 2						\$0.00
Totals:	\$ - 0.0%	\$ - 0.0%	\$ 79,316.51 14.7%	\$ - 0.0%	\$ - 0.0%	\$ 79,316.51 14.7%
Total Contract Amount with Adjustments						\$ 619,316.51



CHANGE ORDER

PROJECT NAME:

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

CHANGE ORDER No. :**005**

DSA File No. :

10-H8

Application No. :

02-117606**CONTRACTOR :**

Katch Environmental
929 L Street
Fresno CA 93721

DESIGNER'S PROJECT No. :**1620.4****FUSD BID/CONTRACT No. :****21-41****CONTRACTOR P.O. No. :****703888**

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

The original Contract Sum was	\$ 11,116,200.00
Net change by previously authorized Change Orders	\$ 363,081.50
The Contract Sum prior to this Change Order was	\$ 11,479,281.50
The Contract Sum will be adjusted by	\$ 142,317.49
The new Contract Sum, including this Change Order will be	\$ 11,621,598.99
The Contract Completion date prior to this Change Order was	8/2/2022
The Contract Time will be adjusted by	(0) Days
The new Contract Completion date, including this Change Order is therefore	8/2/2022

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

Recommended by:

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

ARCHITECT/ENGINEER:

By: Grant E. Dodson

Date: 01/11/2023

Accepted by:

Katch Environmental
929 L Street
Fresno CA 93721

CONTRACTOR:

By: Tom Chacon

Date: 1/12/2023

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 1/12/2023

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

Item 05-1

DESCRIPTION OF CHANGE:

Provide a 16" wide concrete mowstrip on the West side of Building R.

REASON FOR CHANGE:

Project documents did not include mowstrip between West side of building and adjacent grass area.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 035

Amount of this Change Order Item:

Increase \$ 5,519.10

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-2

DESCRIPTION OF CHANGE:

Credit for Aluminum RFP trim material in boys and girls restrooms.

REASON FOR CHANGE:

District standard is RFP trim materials. Credit is to use RFP trim materials in lieu of aluminum.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 036

Amount of this Change Order Item:

Decrease \$ (731.50)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-3

DESCRIPTION OF CHANGE:

Provide and install Malarkey Easy Seal PMMA waterproof membrane at high window on South side of building.

REASON FOR CHANGE:

In order to maintain a warrantable waterproof system at the window sill, additional waterproof membrane needed to be installed.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 11,064.03

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 05-4

DESCRIPTION OF CHANGE:

Relocate two type A Light fixtures in Senior Nursing Lab 26.

REASON FOR CHANGE:

Light fixture relocation required to avoid conflict with the cubicle curtains.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 345.95

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-5

DESCRIPTION OF CHANGE:

Modify cord reel mounting plates.

REASON FOR CHANGE:

Mounting plates for the cord reels needed to be modified to avoid conflict with acoustical ceiling grid.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 750.20

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-6

DESCRIPTION OF CHANGE:

Striping of Volleyball and Pickleball Courts. Provide crack seal, seal coat and playcourt striping at volleyball and pickleball courts.

REASON FOR CHANGE:

Project documents did not include repairs to existing playcourts.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 28 & 29

Amount of this Change Order Item:

Increase \$ 15,510.00

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 05-7

DESCRIPTION OF CHANGE:

Relocate two soffit Light Fixtures in rehabilitation therapy room.

REASON FOR CHANGE:

Fixtures and rough-ins needed to be adjusted to accommodate the added soffit.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 396.01

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-8

DESCRIPTION OF CHANGE:

Provide and install blocking above ceiling for cord reel mounting brackets in rehabilitation and nursing lab.

REASON FOR CHANGE:

Project documents did not include cord reels.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 2,539.90

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-9

DESCRIPTION OF CHANGE:

Fabricate and install 16ga Z furring for soffit panel attachment to shade canopy.

REASON FOR CHANGE:

Per contract documents, the spacing between the beams at the shade structure exceed the maximum allowed attachment spacing of 5'-0". Additional framing (16ga "Z" Furring) will need to be installed between the beams for soffit panel attachment.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 138

Amount of this Change Order Item:

Increase \$ 5,876.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-10

DESCRIPTION OF CHANGE:

Add mowstrip along E side of playcourt extension on SE corner of project.

REASON FOR CHANGE:

Project documents did not include District Standard mowstrip between playcourts and grass.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 140

Amount of this Change Order Item:

Increase \$ 5,134.32

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-11

DESCRIPTION OF CHANGE:

Replace quarry tile at exterior corridor on SW corner of Library.

REASON FOR CHANGE:

Project documents did not include replacement of tile in area where concrete was shown to be removed and replaced for ADA compliance.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 045

Amount of this Change Order Item:

Increase \$ 3,638.80

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-12

DESCRIPTION OF CHANGE:

Modify casework at 6 teacher stations to allow for addition of concealed power and data in rooms 71, 72, 73, 76, 77A, 77B and 78.

REASON FOR CHANGE:

Project documents did not include power and data at the teacher stations.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 4,186.27

Time adjustment by this Change Order Item:

Increase

CHANGE ORDER

Item 05-13

DESCRIPTION OF CHANGE:

Replace 30" wide casework section with 24" wide section in room 3.

REASON FOR CHANGE:

Project documents showed incorrect casework dimensions to allow for refrigerator and range.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 025

Amount of this Change Order Item:

Increase \$ 3,344.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-14

DESCRIPTION OF CHANGE:

Install circulation pump CP-1 on hot water return line to Navien water heater.

REASON FOR CHANGE:

A Circulation Pump is required to provide a sufficient amount of hot water circulation.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 154

OTP 49

Amount of this Change Order Item:

Increase \$ 2,156.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-15

DESCRIPTION OF CHANGE:

Shade Structure Seat Wall Planter.

REASON FOR CHANGE:

Omit landscape and irrigation at planter shade structure and infill with concrete.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 027

Amount of this Change Order Item:

Increase \$ 2,873.07

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 05-16

DESCRIPTION OF CHANGE:

Lower Manhole and Cleanout.

REASON FOR CHANGE:

Lower manhole and clean out to 1'-0" below turf grade.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 024

Amount of this Change Order Item:

Increase \$ 9,312.60

Time adjustment by this Change Order Item:

Increase 0 Days

Item 05-17

DESCRIPTION OF CHANGE:

1. Provide and install a complete and operational audio/video system to add 9 monitors in Room 14.
2. Provide and install digital signage media players at the three TV Monitors in the corridor.
3. Provide and install Microsoft Wireless Display Adapter v2 - HDMI/USB miracast dongles for all Instructor TV Monitors.
4. Provide and install one standard 85" TV in the rehab room near the south/west corner at above casework.

REASON FOR CHANGE:

Project documents did not include provisions for the audio visual systems and monitors in room 14, corridor and rehabilitation room.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 70,402.24

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 142,317.49

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: FUSD Erma Duncan H.S. - New CTE - Health Science Building

Date: 1/13/23

Contractor: Katch Environmental

Architect: Darden

Change Order: 5

DSA #: 02-117606

BID #: 21-41

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 11,116,200.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 11,116,200.00

Contract Adjustments:

Total Contract Amount												\$	11,116,200.00								
Contract Adjustments:		<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>									
CO #001		\$	-	\$	-	\$	11,967.21	\$	-	\$	-	\$	11,967.21								
CO #002		\$	136,785.77	\$	-	\$	2,689.17	\$	42,530.79	\$	-	\$	182,005.73								
CO #003		\$	74,066.41	\$	63,143.40	\$	5,200.18	\$	25,405.29	\$	-	\$	167,815.28								
CO #004		\$	(52,637.03)	\$	7,167.89	\$	19,514.28	\$	11,729.53	\$	15,518.61	\$	1,293.28								
CO #005		\$	21,337.68	\$	-	\$	-	\$	120,979.81	\$	-	\$	142,317.49								
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
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		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-								
Totals:		\$	179,552.83	1.6%	\$	70,311.29	0.6%	\$	39,370.84	0.4%	\$	200,645.42	1.8%	\$	15,518.61	0.1%	\$	505,398.99	\$	505,398.99	4.5%
Total Contract Amount with Adjustments																				\$	11,621,598.99



CHANGE ORDER

PROJECT NAME:

Tenaya Middle School Office
& Sitework Improvements

CHANGE ORDER No.:**002**

DSA File No.: 10-48

Application No.: 02-119193

CONTRACTOR :

Viking Enterprises
6936 E. Floradora Ave.
Fresno, CA 93727

DESIGNER'S PROJECT No.: 20-11775.01**FUSD BID/CONTRACT No.:** 22-30**CONTRACTOR P.O. No.:** 756986

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

The original Contract Sum was	\$	458,825.00
Net change by previously authorized Change Orders	\$	10,209.20
The Contract Sum prior to this Change Order was	\$	469,034.20
The Contract Sum will be adjusted by	\$	16,216.77
The new Contract Sum, including this Change Order will be	\$	485,250.97
The Contract Completion date prior to this Change Order was		28-Oct-2022
The Contract Time will be adjusted by		(34) Calendar Days
The new Contract Completion date, including this Change Order is therefore		01-Dec-2022

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

Recommended by:**ARCHITECT/ENGINEER:**

Teter

By: Aya Shitanishi, Partner

Accepted by:**CONTRACTOR:**

Viking Enterprises

By: Joshua Siebert, Owner

Authorized by:**OWNER:**

Fresno Unified School District

By: Paul Idsvoog, COO

Date: 12.12.2022Date: 12/12/2022

Date: _____

Change Order Summary



Item 1-1

Item 1-4

DESCRIPTION OF CHANGE:

Wood blocking for new water fountain.

REASON FOR CHANGE:

Install additional blocking material for hi-lo drinking fountain and handrails.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

Viking Enterprises "Change Order 004" dated 9/29/2022.

Amount of this Change Order Item:

Increase: \$699.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

Item 1-5

DESCRIPTION OF CHANGE:

New storefront doors glazing material delays and cost escalation.

REASON FOR CHANGE:

Material cost and lead time increase from date of bid.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

Viking Enterprises "Change Order 005" dated 9/29/2022.

Amount of this Change Order Item:

Increase: \$840.00

Time adjustment by this Change Order Item:

Increase: (25) Calendar Days

Item 1-6

DESCRIPTION OF CHANGE:

Modify latch design at new wrought iron access gate. Relocate existing planting material.

REASON FOR CHANGE:

Previous latch did not allow easy accessibility to district lock. Relocate plants to make way for new wrought iron posts in planter area.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

Viking Enterprises "Change Order 011" dated 11/07/2022

Amount of this Change Order Item:

Increase: \$747.00

Time adjustment by this Change Order Item:

Increase: (1) Calendar Days

Item 1-7

DESCRIPTION OF CHANGE:

Additional planting material at main entry planter beds.

REASON FOR CHANGE:

Planter beds were added at main entry due to elimination of light poles..

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Viking Enterprises "Change Order 012" dated 12/08/2022

Amount of this Change Order Item:

Increase: \$2,108.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$16,216.77

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (34) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Maintenance & Operations

DSA #: 10-48

BID #: 22-30

Date: 12/12/2022

Contractor: Viking Enterprises, Inc.

Architect: Teter

Change Order: 2

Contract Summary:

Bid Award Amount(s)	
	Base Bid: \$ 409,625.00
	Base Bid: \$ -
	Additive Alternate 1: \$ -
	Additive Alternate 2: \$ -
	Additive Alternate 3: \$ 49,200.00
	Additive Alternate 4: \$ -
	Total Agreement Amount: \$ 458,825.00

Contract Adjustments:

Total Contract Amount													\$	458,825.00	
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>								
	CO #001	\$ 8,338.20	\$ -	\$ 1,871.00	\$ -	\$ -	\$ 10,209.20								
	CO #002	\$ 5,077.00	\$ -	\$ 11,139.77	\$ -	\$ -	\$ 16,216.77								
	CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
Totals:		\$ 13,415.20	3% \$ - 0%	\$ 13,010.77 2.84%	\$ - 0%	\$ - 0%	\$ 26,425.97	\$ 26,425.97	5.8%						
Total Contract Amount with Adjustments										\$	485,250.97				



CHANGE ORDER

PROJECT NAME:

Yokomi Elementary School - Restroom Portables
2323 E McKenzie Avenue
Fresno, CA 93701

CHANGE ORDER No. :**002**

DSA File No. :

10-H8

Application No. :

02-118752**CONTRACTOR :**

Davis Moreno Construction, INC.
4720 N Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :

5461

FUSD BID/CONTRACT No. :

22-38

CONTRACTOR P.O. No. :

757255

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

The original Contract Sum was	\$	510,847.00
Net change by previously authorized Change Orders	\$	25,777.18
The Contract Sum prior to this Change Order was	\$	536,624.18
The Contract Sum will be adjusted by	\$	1,446.06
The new Contract Sum, including this Change Order will be	\$	538,070.24
The Contract Completion date prior to this Change Order was		7-Sep-22
The Contract Time will be adjusted by		(128) Calendar Days
The new Contract Completion date, including this Change Order is therefore		13-Jan-23

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

Recommended by:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710

ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: **01-06-23****Accepted by:**

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

By: JR Moreno

Date: **1/6/23****Authorized by:**

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

OWNER:

By: Alex Belanger | Asst. Sup.

Date: **01-06-23**



CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Install District's standard accessories in ADA restrooms

REASON FOR CHANGE:

District Standardized toilet accessories were not included in project documents.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,446.06

Time adjustment by this Change Order Item:

Increase 10 Days

Item 2-2

DESCRIPTION OF CHANGE:

Add 108 Calendar Days to Contract Duration. FUSD and Contractor each acknowledge and agree that the contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the contract of applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 118

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 1,446.06

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 128 Days

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



Project Financial Summary

Facilities Management & Planning

Project Name: Yokomi ES
 Restroom Portable
DSA #: 02-118752
BID #: 22-38

Date: 11/14/22
Contractor: Davis Moreno
Architect: SOMAM
Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Restroom Portable	\$ 510,847.00
Total Agreement Amount:		\$ 510,847.00

Contract Adjustments:

Total Contract Amount													\$	510,847.00																		
Contract Adjustments:																																
	<u>District Requested</u>		<u>Governing agency req'd change post-bid</u>		<u>Unknown, unforeseen, hidden</u>		<u>Designer E & O</u>		<u>District/Designer</u>		<u>Total</u>																					
CO #001			\$	18,212.15		\$	6,956.40		\$	608.63		\$	25,777.18																			
CO #002	\$	1,446.06										\$	1,446.06																			
Totals:													\$	1,446.06	0.3%	\$	18,212.15	3.6%	\$	6,956.40	1.4%	\$	608.63	0.1%	\$	-	0.0%	\$	27,223.24	\$	27,223.24	5.3%
Total Contract Amount with Adjustments													\$	538,070.24																		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements for Buildings C and D

For Information Only

Original contract amount: \$ 5,545,109

Change Order(s) previously ratified: \$ 542,493

Contract amount: \$ 6,087,602

Bid 22-28, Ventura and 10th Site and Parking Lot Improvements Phase II

For Information Only

Original contract amount: \$ 1,888,000

Change Order(s) previously ratified: \$ 180,051

Contract amount: \$ 2,068,051

Bid 22-30, Tenaya Middle School Office and Sitework Improvements

For Information Only

Original contract amount: \$ 458,825

Change Order(s) previously ratified: \$ 26,426

Contract amount: \$ 485,251

Bid 22-38, Yokomi Elementary School Portable Restroom Installation

For Information Only

Original contract amount: \$ 510,847

Change Order(s) previously ratified: \$ 27,224

Contract amount: \$ 538,071

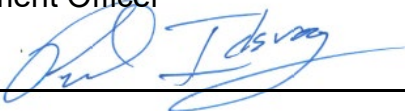
FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz,
Executive Director

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

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

SUPERINTENDENT APPROVAL:





NO FEE REQUIRED

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

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

2023-0004786

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Jan 19, 2023 03:55:58 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

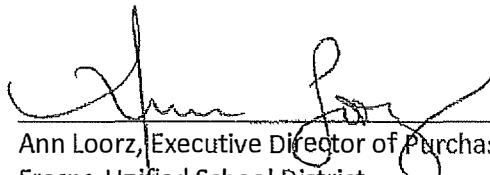
(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 30, 2022** The work done was **South Campus Site and Tenant Improvements for Buildings C & D Bid No. 21-34.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
Ardent General, Inc. 2960 N. Burl Ave., Fresno, CA 93727 **March 18, 2021**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Ventura & 10th 890 S. 10th St., Fresno, CA 93725

DSA No.: N/A

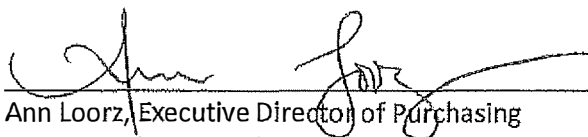
Date: **January 18, 2023**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **January 18, 2023** at **Fresno**,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

2023-0004785

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Jan 19, 2023 03:55:58 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

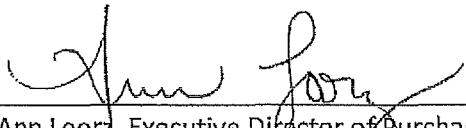
5. A work of improvement on the property hereinafter described was accepted/completed on **December 30, 2022** The work done was **Phase 2, Parking Lot and Sitework Improvements** **Bid No. 22-28.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Ardent General, Inc. 2960 N. Burl Ave., Fresno, CA 93727 **April 26, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

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

Ventura & 10th 744 S. 10th St., Fresno, CA 93702 **DSA No.: N/A**

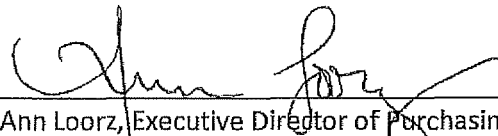
Date: **January 18, 2023**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **January 18, 2023** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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



2022-0147363

**FRESNO County Recorder
Paul Dictos, CPA**

Friday, Dec 09, 2022 03:56:25 PM

Titles: 1 Pages: 1

**Fees: \$0.00
CA SB2 Fee: \$0.00
Taxes: \$0.00
Total: \$0.00
FRESNO UNIFIED SCHOOL DISTRICT**

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

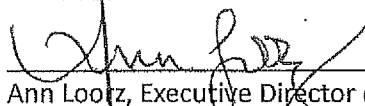
Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **December 1, 2022** The work done was **Office and Sitework Improvements** **Bid No. 22-30.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
Viking Enterprises **PO Box 8329, Fresno, CA 93747** **May 19, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:
Tenaya Middle School **1239 W. Mesa Avenue, Fresno, CA 93711** **DSA No.: 02-119193**

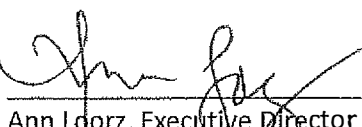
Date: **December 9, 2022**


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **December 9, 2022** at **Fresno**,


Ann Looz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

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

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2023-0003612

FRESNO County Recorder
Paul Dictos, CPA

Friday, Jan 13, 2023 04:08:11 PM

CONFORMED COPY

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **January 13, 2023**
The work done was **Portable Restroom Installation** **Bid No. 22-38.**

This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Davis Moreno Construction, Inc. 4720 N. Blythe Ave., Fresno, CA 93722 **May 19, 2022**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

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

Yokomi Elementary School 2323 E. McKenzie Ave., Fresno, CA 93701 DSA No.: 02-118752

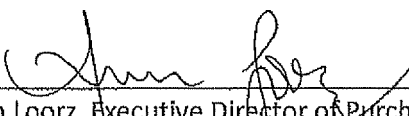
Date: **January 13, 2023**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on **January 13, 2023** at **Fresno**,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM B-17

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 the 2023/24 Strategic Budget Development

ITEM DESCRIPTION: At the January 25, 2023, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On February 22, 2023, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2023/24 Governor's Proposed Budget
- The budget goals in connection with the Board adopted policies
- Preliminary Recommendations for the 23/24 budget planning

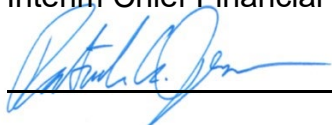
FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom,
Chief Executive



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

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Agenda Item B-17



2023/24 Strategic Budget Development

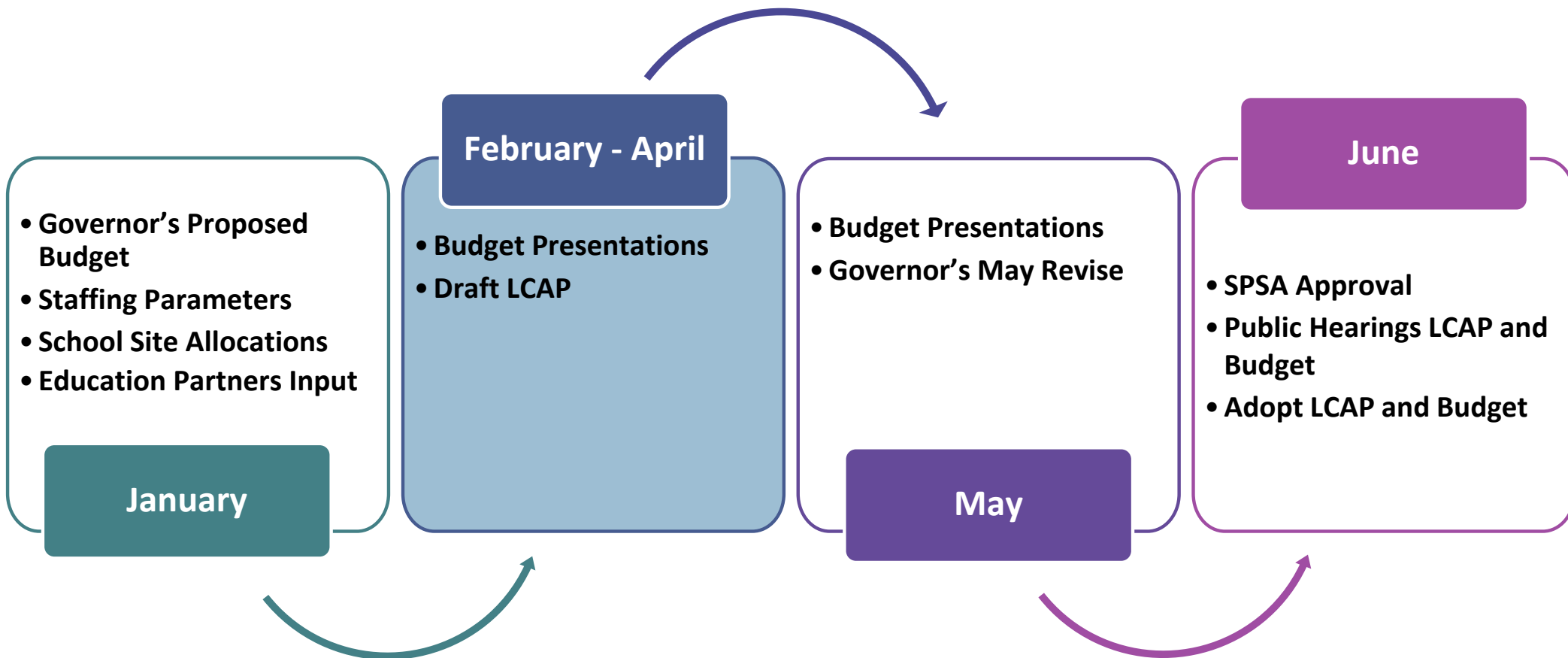
Board of Education

February 22, 2023

Overview

- Financial Reporting Timelines
- 2023/24 Budget Process
- Spring Meeting Schedule

Financial Reporting Timelines



2023/24 Budget Process

- All Departments submitted funding proposals for 2023/24
 - No “Status Quo” Limitation
 - Goal & LCAP Aligned
 - Tied to Outcomes and Metrics
 - Categorized as Ongoing, One-Time or Pilot
 - Prioritized in Tiers (1-3)
 - Over 600 Individual Requests

Budget Proposal Alignment Factors

- District Goals

- Student Goals

- Improve academic performance at challenging levels

- Close the achievement gaps through an equity lens and research-based instructional & intervention practices

- Expand student-centered and real-world learning experiences

- Promote intellectual curiosity, critical thinking, and problem-solving in order to be prepared for college and career

- Increase student engagement in their school and community

- Create a safe and inclusive climate that promotes relationships, involvement, diversity, and our values

- Family Goal

- Increase inclusive opportunities for families to engage in their students' education

- Establish and enhance culturally-proficient two-way communication and engagement opportunities for families

- Staff Goal

- Increase recruitment and retention of staff reflecting the diversity of our community

- Create a safe and inclusive climate that promotes relationships, collaboration, diversity, and our values

- Board Priorities

- LCAP Feedback

2023/24 Budget Process

- All Departments submitted funding proposals for one-time and ongoing revenue:
 - Goal based
 - Tied to outcomes and metrics
 - Categorized as Ongoing, One-Time or Pilot

Department Name	Unit Name	Description of Initiative/Objective	Schedule/Milestones (Scope of Work)	Who is Being Served	Number of Impacts Students	Number of Impacts Sites	Measurements/ROI's
English Learners Services	3213 - Elementary and Secondary School Emergency Relief III (ESSER)	Peer Mentoring Services (Increase # of student mentors and mentees)	23/24 Continue and increase the number of students serving as peer mentors and mentees to build leadership and support for EL students.	High School newcomer and RFEP students	Direct impact to 212 students	All high schools	Reclassification Rate will increase by 10% in 2 years; Number of LTELs will decrease by 10%; Student survey data increase in favorable responses; Current enrollment in Peer Mentoring is 111 students (77 mentees & 34 Mentors).

Spring Meeting Schedule

- 2/22 Process Outline
- 3/8 2nd Interim Financial Report
- 3/22 Overview of Recovery Fund Expenditures*
- 4/20 Facilities Workshop
- 4/26 Initial Proposal for 23/24 Budget*
- 5/24 Discuss Governor's May Budget Revision*
- 6/14 Final Proposal for 23/24 LCAP & Budget*
- 6/21 LCAP & Budget Adoption

*Small Group Meetings Offered for Board Review

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM C-18

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

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

ITEM DESCRIPTION: Included below is the second quarterly investment report for the period ending December 31, 2022. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2022, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

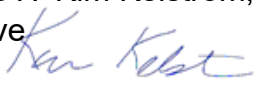
County Treasury Investment Pool	\$832,138,030
Investment with Trustees	\$187,907,360*

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

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

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

PREPARED BY: Kim Kelstrom,
Chief Executive

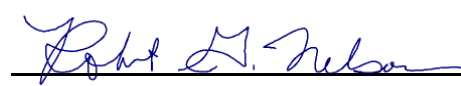


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM C-19

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2022 through January 31, 2023. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2022 through January 31, 2023 in accordance with Education Code § 35186.

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

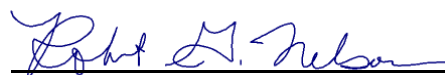
PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





Constituent Services Quarterly Report

For the Period Between November 1, 2022 and January 31, 2023

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	37	15	14	13.45
Uniform Complaint Procedures (UCP)	2	2	2	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	597	4	11	1.2
Special Education Requests	24	0	2	1.67
Other Complaints	19	1	2	4.11
Public Records Act Request	27	2	14	5.89
TOTAL	706	24	45	5.26

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☐ April 2022
(check one) ☐ July 2022
☐ October 2022
☒ January 2023

Date for information to be reported publicly at governing board meeting: February 22, 2023

Please check the box that applies:

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

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

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

Signature of District Superintendent

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 22, 2023

AGENDA ITEM C-20

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Proposed Revisions for Board Bylaw

ITEM DESCRIPTION: Included in the Board binders is a proposed revision for the following Board Bylaw:

- Board Bylaw 9005 Governance Standards

The item will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red-strikeout – Recommended deletion

Green font – CDE/FPM required change

Purple font - Information change

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

PREPARED BY: Teresa Plascencia,
Executive Director

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified Board Bylaw (BB) 9005

Governance Standards

The primary responsibility of the Board of Education is to act in the best interests of every student in the District. The Board is also committed to representing parents, guardians, employees, and members of the community. The Board will comply with laws pertaining to public education and established Policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members shall govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)
(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high- quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus.
2. Value, support, and advocate for public education.

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community.
4. Board members shall assume collective responsibility for building unity and creating a positive organizational culture. To govern effectively, the Board shall have a unity of purpose, and act with dignity.

5. Keep confidential matters confidential.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff.

(cf. 2122 - Superintendent of Schools: Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individual Board members.

(cf. 9200 - Members)

9. Refrain from rude or abusive conduct, personal attacks, or verbal attacks upon the character or motives of other Board members, District employees, or members of the public.

10. Comply with all applicable laws, Board-adopted Policies and procedures, and Board Bylaws.

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture.

To operate effectively, the Board shall have a unity of purpose and:

1. Keep the District focused on learning and achievement for all students.
2. Communicate a common vision.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity.
4. Govern in a dignified and professional manner, treating everyone with civility and respect.
5. Govern within all applicable laws and Board-adopted Policies and procedures, including Board Bylaws.

(cf. 9311 - Board Policies)

(cf. 9312 - Board Bylaws)

6. Take collective responsibility for the Board's performance.
7. Periodically evaluate its own effectiveness.

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9323 - Meeting Conduct)

9. Maintain accountability through oversight and monitoring.

In order to maintain effective management and clarity of roles, individual Board members shall interact with District administration as follows:

1. Board members shall direct questions or requests for information to the Superintendent, Chief of Staff, or Designee. **The requested information will be provided within 10 business days, absent of unforeseen circumstances. If the request is unable to be completed within the 10 business days, the Superintendent or Designee will communicate the need for additional time and rationale.** If substantial staff time will be required to complete a particular project/task, the superintendent may bring the request to the board for discussion/approval to determine if time should be spent acting upon the Board member's request.
2. In recognition of the time constraints on the Superintendent, Board members acknowledge that the Superintendent will endeavor to equitably divide time among Board members. The Superintendent will be available to individual Board members at a minimum for monthly meetings. Board members will schedule meetings, in advance, to the maximum extent feasible. Except for limited emergency situations, Board members will avoid unscheduled drop-in meetings.

No individual meetings shall violate the Brown Act. The Board acknowledges that a discussion or decision outside of a scheduled Board meeting could result in a violation of the Brown Act.

3. Board members may not unilaterally schedule meetings purporting to represent the District in violation of generally accepted Board practices and policies. Board members shall not unilaterally attend internal staff meetings or meetings between administration and third parties unless invited by District or site

administration, or authorized by the superintendent or by action of the Board.

4. When visiting a program or school site during school hours, Board members shall sign-in as a visitor and identify themselves as a Board member.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 Ralph M. Brown Act

87300-87313 Conflict of interest code Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: www.csba.org

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: November 14, 2001 Fresno, California

Revised: October 2, 2019

Revised: Spring __, 2023

Policy Section: 9000 Board Bylaws