Fresno Unified School District

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

AGENDA
AUGUST 24, 2022
*4:45 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)

PLEASE NOTE: WE ARE BACK TO IN-PERSON BOARD MEETINGS.
*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 IS 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.

Individuals who plan to attend the meeting in person must go through the COVID-19 Daily Self-Health Screening Tool the day of the board meeting and must answer "no" to all questions.

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.

***4:45 P.M**.
CALL Meeting to Order
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); FUSD Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
    a. Director
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
    a. Potential Case (One)
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).

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

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

ACKNOWLEDGE the 2022/23 Student Advisory Board Representatives

The Board and Superintendent wish to acknowledge the 2022/23 Student Advisory Board Representatives (SAB) and provide an opportunity to SAB students to introduce themselves. Contact person: Dr. Natasha Baker, telephone 457-3731.

HEAR Report from Superintendent

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. CONSENT AGENDA - continued

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the August 10, 2022 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 August 10, 2022 Regular Board meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution for Certifying Course-Based Independent Study

Included in the Board binders is a resolution for certifying course-based independent study. Course-based independent study will certify that students at e-Learn Academy receive an instructional program with synchronous and asynchronous instruction equivalent or greater than in-person schools in Fresno Unified. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-5, APPROVE Hiring Noncredentialled Consultants for the 2022/23 School Year Per California Education Code 58803

Included for the Boards consideration and approval is a request to hire noncredentialled consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students. We would like to request the Board to approve hiring the following consultants to provide secondary instruction in their skilled subjects for the 2022/2023 school year.

Name	Subject	School
Alison Mattox	Cheer	McLane HS
Mitchel Davis	Basketball	McLane HS

The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the sites' budget. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE Agreement with Another Level Training Academy

Included in the Board binders is an agreement with Another Level Training Academy. This agreement will provide quarterly, six-week writing workshops for

students participating in the African American Student Leadership Academy program to increase their writing skills at all 17 middle schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $150,000 are available in the Student Engagement budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-7, APPROVE Agreement between Fresno Unified School District and Finalsite
Included in the Board binders is an agreement with Finalsite—an award-winning website design, software, and hosting service for schools— to overhaul the district website and all the individual school websites within in the district. The objective is to develop a new district website design and a school website template that is prioritized by visual appeal, usability, and consistency in branding across all school sites with goals to improve the marketability for staff recruitment and student enrollment. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $139,000 for the total set up costs for year 1 (2022/23), are available in the Communications Budget. In addition, the agreement outlines the annual maintenance and hosting costs in the amount of $126,000 for years 2 through 5 (SY 2023/24 - 2026/27), also to be made available in the Communications Budget. Contact person: Nikki Henry, telephone 457-3653.

A-8, APPROVE Amended Inter Jurisdictional Exchange Agreement between Fresno Unified School District and State Center Community College District
Included in the Board binders is an amended Inter Jurisdictional Exchange Agreement between Fresno Unified School District and State Center Community College District from July 2022 Bundled contacts. Amendments were made to the Inter Jurisdictional Exchange Agreement between Fresno Unified School District and State Center Community College District regarding a Fresno Unified School District employee on loan to State Center Adult Education Consortium. The original agreement was signed July 30, 2022, prior to receiving notice of an increase in scheduled duty days. Reflected in the amendment is an increase in salary and benefits as a result of an increase in duty days from 197-215. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $415,578 are available in the Adult Consortium budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-9, Approve Proposed Revisions for Board Policies
Included in the Board binders are proposed revisions for the following four Board Policies (BP) and one Exhibit (E):

- BP 1400 Relations Between Other Governmental/Agencies and The Schools
- BP 5141.52 Suicide Prevention

- BP 6146.1 High School Graduation Requirements/Standards of Proficiency
- E 9270 Conflict of Interest – Statement of Economic Form 700

These revisions meet the California School Boards Association recommendations, the California Department of Educations' Federal Program Monitoring requirements and best practices. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-10, APPROVE and RATIFY Retiree Contracts for Fresno Adult School Teachers for the 2022/23 Academic School Year

Included for in the Board binders are four retiree contracts for Fresno Adult School (FAS) teachers needed for the Summer/Fall of 2022 classes. These hourly retiree teachers will support instruction in Career Technical Education, Adult Secondary Education, and English Second Language classes at Fresno Adult School for the 2022/23 academic school year. Teachers will work on an hourly contract that is up to 18 hours or less per week. The Superintendent recommends approval and ratification. Fiscal impact: Sufficient funds in the amount of $117,363.00 are available in the Fresno Adult Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-11, RATIFY Amended Agreement with Fresno County Superintendent of Schools Early Stars

Included in the Board binders is a request for ratification of an amendment to an agreement with Fresno County Superintendent of Schools Fresno County Early Stars. Participation in Fresno County Early Stars supports ongoing early learning program quality improvement. The agreement provides funding for ongoing support to Fresno Unified early learning classrooms participating in Fresno County Early Stars. This amendment changes the contract end date from June 30, 2022, to June 30, 2023, and provides for an increase in funding in the amount of $20,000. The original agreement was ratified by the Board on September 09, 2020, Agenda Item A-10. The Superintendent recommends ratification. Fiscal impact: Fresno Unified will receive additional funding in the amount of $20,000. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-12, RATIFY David and Lucile Packard Foundation Grant

Included in the Board binders is a request for ratification of a grant from the David and Lucile Packard Foundation from July 01, 2022, through June 30, 2025. This grant will provide funding in the amount of $1,650,000 to support eight, nine, and ten of the ten-year Fresno Starting Smart and Strong Initiative. Fresno Unified has led the multi-agency collaborative Initiative since its inception in 2015. The Superintendent recommends ratification. Fiscal impact: Fresno Unified will receive funding in the amount of $1,650,000. Contact person: Dr. Natasha Baker, telephone 457-3731.

A. CONSENT AGENDA - continued

A-13, RATIFY Change Orders

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

Bid 20-49 Juan Felipe Herrera New Elementary School
Change Order 10 presented for ratification: $109,632
Change Order 11 presented for ratification: $53,248

Bid 21-42 Section A, Bullard High School Athletic Field Improvements
Change Order 5 presented for ratification: $9,951

The Superintendent recommends ratification. Fiscal impact: $172,831 is available in the Measure X Fund for Bids 20-49 and 21-42 Section A. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA
(ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***6:15 P.M.**

B-14, DISCUSS and ACKNOWLEDGE Receipt of the 2022-2025 Initial Successor Proposal from the International Association of Machinists and Aerospace Workers to the Fresno Unified School District

Included in the Board binders is the 2022-2025 Initial Successor Proposal form the International Association of Machinists and Aerospace Workers to the Fresno Unified School District. In accordance with Section 3547 of the Government Code, all initial proposals of the exclusive representatives are to be presented at a public meeting of the public-school employer. The 2022-2025 Successor Contract Proposal from the International Association of Machinists and Aerospace Workers was first presented to the Fresno Unified School District at the August 10, 2022 meeting of the Governing Board and is hereby returned to this agenda for the Board to take action formally acknowledging receipt of said proposal. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

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

B-15, DISCUSS and ADOPT the Successor Contract Proposal for 2022-2025 from the Fresno Unified School District to the International Association of Machinists and Aerospace Workers

Included in the Board binders is the Initial Successor Contract Proposal for 2022-2025 from the Fresno Unified School District to the International Association of

B. CONFERENCE/DISCUSSION AGENDA

Machinists and Aerospace Workers. In accordance with Government Code 3547, all initial bargaining proposals of a public-school employers and exclusive bargaining representatives shall be presented at a public meeting and thereafter, shall be public record. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C. RECEIVE INFORMATION & REPORTS

C-16, RECEIVE the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2021/22

Included in the Board binders is the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2021/22. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of June 30, 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: Santino Danisi, telephone 457-6226.

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 that is 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 that are brought before them at this time. The appropriate staff member will furnish answers to questions.

D. ADJOURNMENT

NEXT MEETINGS
WEDNESDAY, SEPTEMBER 07, 2022, BOARD WORKSHOP
WEDNESDAY, SEPTEMBER 14, 2022, REGULAR MEETING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 24, 2022

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:

BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Date: August 24, 2022

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

1081694	Allen	Erika	Teacher, Lrng Hndcp, Sdc	Special Ed	8/1/2022
1038653	Archie	Tezale	Teacher, Lrng Hndcp, Sdc	Hoover High School	7/16/2022
1065384	Arciniega	Heather	Teacher, Spec Assgn	Mclane High School	8/1/2022
1081655	Alvarenga Barrera	Morena	Teacher, Pre-School	Wawona K-8 School	8/10/2022
1081124	Bell	John	Teacher, Middle School	Hamilton School	8/10/2022
1081633	Beltran	Joseph	Teacher, Middle School	Yosemite Middle School	8/1/2022
1081626	Brummel	Erin	Coach, Literacy	Teacher Development	8/10/2022
1074806	Christopherson	Karalyn	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	8/2/2022
1066842	Cofield	Vonte	Teacher, Autistic, Sdc	Terronez Middle School	8/10/2022
1074783	Colburn	Andrew	Teacher, Elementary	Wilson Elementary	8/1/2022
1064997	Cook	Jeffrey	Teacher, Vocational Education	eLearn Academy	8/10/2022
1081679	Cook	Richard	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/10/2022
1080754	Cook	Ryan	Teacher, Lrng Hndcp, Sdc	Fresno High School	8/10/2022
1077721	Darby	Ashley	Teacher, Autistic, Sdc	Pyle Elementary	8/1/2022
1079355	Das	Babul	Teacher, Middle School	Kings Canyon Middle School	8/10/2022
1071024	Dawson	Cierra	Teacher, Autistic, Sdc	Greenberg Elementary	8/3/2022
1075488	Delgado	Francisco	Teacher, Senior High	Sunnyside High School	8/10/2022
1074951	Diaz Orozco	Caren	Teacher, Lrng Hndcp, Sdc	Ginsburg Elementary	8/1/2022
1062868	D'Morias	Sarah	Teacher, Middle School	Wawona K-8 School	8/10/2022
1080528	Dornbach	Alexandrea	Teacher, Middle School	Fort Miller Middle School	8/10/2022
1081658	Dose	Autumn	Teacher, Middle School	Tioga Middle School	8/10/2022
1081674	Draper	Melanie	Nurse	Health Services	8/10/2022
1061134	Durazo	Andrea	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle School	8/10/2022
1079042	Duvall	Megan	Teacher, Lrng Hndcp, Sdc	Homan Elementary	8/1/2022
1081399	Espinoza	Veronica	Teacher, Lrng Hndcp, Sdc	Hoover High School	8/10/2022
1071169	Fleming	Sofia	Coach, Literacy	Teacher Development	8/10/2022
1068812	Flores	Angelica	Coach, Literacy	Ayer Elementary	8/10/2022
1004086	Flores	Joanne	Teacher, Handicapped, Severely	Bullard High School	8/10/2022
1075933	Flores	Victor	Specialist, Resource, Sp Ed	Scandinavian Middle School	8/10/2022
1069960	Flores Lozano	Lidia	Teacher, Bilingual	Wawona Middle School	8/10/2022
1081651	Funk	Kelli Ann	Teacher, Handicapped, Severely	Bullard High School	8/10/2022
1030621	Garcia	Claudia	Teacher, Pre-School	Centennial Elementary	8/10/2022
1080399	Garcia	Jose	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/10/2022
1081621	Garcia Avendano	Daysi	Teacher, Autistic, Sdc	Greenberg Elementary	8/3/2022
1081657	Glazebrook	Cassandra	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle School	8/10/2022
1052799	Gonzales	Antonia	Teacher, Lrng Hndcp, Sdc	Williams Elementary	8/10/2022
1080611	Gonzalez	Aaron	Teacher, Middle School	Cooper Middle School	8/10/2022

1078686	Gonzalez	Braulio	Teacher, Bilingual	Yosemite Middle School	8/1/2022
1076821	Gonzalez	Carlos	Teacher, Senior High	Bullard High School	8/10/2022
1070850	Gonzalez	Jose	Teacher, Lrng Hndcp, Sdc	Ahwahnee Middle School	8/10/2022
1078238	Graham	Macee	Teacher, Middle School	Fort Miller Middle School	8/10/2022
1078731	Gutierrez	Stephanie	Teacher, Middle School	Yosemite Middle School	8/3/2022
1081635	Hamilton	Megan	Teacher, Middle School	Kings Canyon Middle School	8/10/2022
1079977	Hammer	Martin	Teacher, Senior High	Fresno High School	8/10/2022
1081678	Hanrahan	Laura	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/10/2022
1064839	Hernandez	Estela	Teacher, Lrng Hndcp, Sdc	Lawless Elementary	8/10/2022
1081441	Hernandez Perez	Lizbeth	Teacher, Bilingual	Hidalgo Elementary	8/4/2022
1079038	Holguin	Erisa	Teacher, Lrng Hndcp, Sdc	Figarden Elementary	8/10/2022
1081672	Hughes	Terri	Coach, Literacy	Instructional Services	8/10/2022
1071164	Innocent	Leatrice	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/10/2022
1081622	Ishii	Brent	Teacher, Autistic, Sdc	Jefferson Elementary	8/8/2022
1076295	Jacoby	Lindsay	Teacher, Middle School	Kings Canyon Middle School	8/10/2022
1075010	Kern	Filip	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/10/2022
1068316	Kith	Selma	Teacher, Lrng Hndcp, Sdc	Sequoia Middle School	8/10/2022
1081636	Laparra	Srpuhie	Teacher, Senior High	Sunnyside High School	8/10/2022
1078433	Layne	Angela	Teacher, Senior High	Sunnyside High School	8/15/2022
1081196	Liboon	Ronel	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/10/2022
1073296	Lindner	Diane	Tutor	Ericson Elementary	8/10/2022
1066169	Lopez	Marcos	Teacher, Senior High	Mclane High School	8/10/2022
1071420	Lopez	Rudy	Teacher, Middle School	Tehipite Middle School	8/2/2022
1079036	Lopez Perez	Raul	Teacher, Lrng Hndcp, Sdc	Calwa Elementary	8/4/2022
1069056	Lozano	Alondra	Teacher, Senior High	Roosevelt High School	8/10/2022
1078097	Macias Hernandez	Yovanna	Teacher, Bilingual	Winchell Elementary	8/4/2022
1077250	Maciel-Gomez	Yadira	Teacher, Bilingual	Centennial Elementary	8/10/2022
1081671	Madden	Steven	Teacher, Music, Elementary	Centennial Elementary	8/10/2022
1037787	Martinez	Julio	Teacher, Middle School	Yosemite Middle School	8/1/2022
1074840	Martinez	Marcelino	Teacher, Handicapped, Severely	Addicott	8/10/2022
1079352	McGinnis	Allison	Teacher, Middle School	Bullard Talent 7-8	8/10/2022
1081043	Medina Ortiz	Caro	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/10/2022
1080668	Mejia	Aaron	Teacher, Senior High	Sunnyside High School	8/10/2022
1080814	Mendoza	Andrew	Specialist, Resource, Sp Ed	Terronez Middle School	8/10/2022
1068364	Milan	Mary	Teacher, Elementary	Figarden Elementary	8/10/2022
1042652	Moua	Kristina	Teacher, Pre-School	Figarden Elementary	8/10/2022
1081669	Orozco	Joel	Teacher, Middle School	Fort Miller Middle School	8/10/2022
1074749	Ortega	Ashley	Specialist, Resource, Sp Ed	Rutherford Gaston Middle Schoo	8/10/2022
1067950	Parkes	Crystal	Teacher, Autistic, Sdc	Anthony Elementary	8/5/2022
1071609	Pascual	Jireh	Teacher, Autistic, Sdc	Ayer Elementary	8/10/2022
1079030	Perez	Elijah	Specialist, Resource, Sp Ed	Sequoia Middle School	8/10/2022
1079046	Perez	Stephanie	Teacher, Bilingual	Lane Elementary	8/5/2022
1074948	Pineda Medina	Daisy	Teacher, Lrng Hndcp, Sdc	Birney Elementary	8/5/2022
1079058	Poulin	Kimberly	Teacher, Middle School	Wawona Middle School	8/10/2022
1079351	Preheim	Ryne	Teacher, Senior High	Edison High School	8/10/2022
1070633	Railing	Sophia	Teacher, Pre-School	Addams Elementary	8/10/2022
1070452	Recendez	Andrew	Teacher, Elementary	Jefferson Elementary	8/2/2022
1064953	Redmond Jr	Derwoyne	Teacher, Middle School	Wawona Middle School	8/10/2022
1040901	Reyes	Malena	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	8/2/2022

1079034	Rios	Estrella	Specialist, Resource, Sp Ed	Tehipite Middle School	8/10/2022
1081673	Rubio	Myra	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	8/4/2022
1071824	Ruelas	Teresa	Teacher, Senior High	Roosevelt High School	8/10/2022
1079035	Ruiz Sanchez	Joanna Beatriz	Teacher, Lrng Hndcp, Sdc	Mccardle Elementary	8/10/2022
1079039	Sanchez	Yonathan	Teacher, Middle School	Kings Canyon Middle School	8/10/2022
1074679	Sandoval	Isabel	Nurse	Health Services	8/10/2022
1081659	Scaife	David	Teacher, Individual, Small Grp	Fulton School	8/10/2022
1079048	Schofield	Abigail	Teacher, Elementary	Centennial Elementary	8/10/2022
1067760	Segoviano	Brenda	Teacher, Autistic, Sdc	Ericson Elementary	8/3/2022
1079062	Solis Bautista	Kelly	Teacher, Bilingual	Roeding Elementary	8/3/2022
1081654	Steinbronn	Claire	Coach, Literacy	Teacher Development	8/10/2022
1080634	Stewart	Derek	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/10/2022
1081670	Subia	Celia	Nurse	Health Services	8/10/2022
1081661	Talamantes	Rebecca	Teacher, Middle School	Rutherford Gaston Middle Schoo	8/10/2022
1079041	Teliha	Alexandra	Teacher, Middle School	Sequoia Middle School	8/10/2022
1080254	Valdovinos Ramirez	Olivia	Teacher, Senior High	Mclane High School	8/10/2022
1079049	Valencia	Yuliana	Teacher, Bilingual	Wawona Middle School	8/10/2022
1078408	Vargas	Carlos	Teacher, Autistic, Sdc	Ericson Elementary	8/3/2022
1079295	Velasco	Ashley	Teacher, Lrng Hndcp, Sdc	Hidalgo Elementary	8/4/2022
1078131	Watts	Briana	Teacher, Autistic, Sdc	Mclane High School	8/10/2022
1078482	Wulf	Alissa	Teacher, Middle School	Fort Miller Middle School	8/10/2022

Classified Personnel

1080784	Aguilar	Christian	Driver, Bus	Transportation	8/12/2022
1080143	Alvarez	Carlos	Worker/Driver, Warehouse I	Warehouse	8/1/2022
1007202	Aro	Sandra	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	8/12/2022
1075893	Avalos	Christian	Paraprof, Moderate/Severe	Hoover High School	8/12/2022
1080364	Cordova	Abraham	Driver, Bus	Transportation	8/12/2022
1081466	Delgado Murillo	Jose	Paraprof, Moderate/Severe	Heaton Elementary	8/12/2022
1075331	Gill	Kamiljit	Nutrition Services Assistant	Food Services	8/12/2022
1081064	Guzman	Tanisha	Paraprof, Alternative Educ	Phoenix Acad Elementary-Dcds	8/12/2022
1081175	Hernandez Rico	Manuel	Driver, Bus	Transportation	8/12/2022
1081521	Ingram	Kelly	Driver, Bus	Transportation	8/12/2022
1080997	Jenkins	Leigh	Driver, Bus	Transportation	8/12/2022
1078514	Khaosaat	Phaysy	Custodian	Greenberg Elementary	7/20/2022
1079868	Kiang	Megumi	Paraprof, Moderate/Severe	Mclane High School	8/12/2022
1080972	Kincade	Connor	Paraprof, Moderate/Severe	IMC Special Ed	8/12/2022
1077595	Lee	Nhia	Assistant, Campus Safety	Hoover High School	8/12/2022
1080380	Longmore	Blake	Driver, Bus	Transportation	8/12/2022
1081660	Madrigal	Javier	Itinerant, DHH Sign Interprtr	Special Ed	8/12/2022
1081063	Madsen	Mona	Nutrition Services Assistant	Food Services	8/12/2022
1078557	Miller	Naomei	Custodian	Fort Miller Middle School	8/10/2022
1077407	Ochoa	Danette	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	8/12/2022
1080365	Ojeda-Salazar	Jesus	Driver, Bus	Transportation	8/12/2022
1081451	Pikul	Buppha	Paraprof, Moderate/Severe	Anthony Elementary	8/12/2022
1081662	Rendon	Rosa	Nutrition Services Assistant	Food Services	8/12/2022
1080976	Rush	Tamesha	Paraprof, Moderate/Severe	IMC Special Ed	8/12/2022
1081684	Sandate De Borbon	Azucena	Nutrition Services Assistant	Food Services	8/12/2022
1075223	Serrato	Destiny	Paraprof, Mild/Moderate	Calwa Elementary	8/12/2022

1081163	Trass	Samantha	Driver, Bus	Transportation	8/12/2022
1078975	Yang	Nhia	Custodian	Juan F Herrera Elementary	7/21/2022
1081680	Collier	Jennifer	Nurse, Vocational License	Health Services	8/12/2022
1081683	Rico	Esperanza	Nurse, Vocational License	Health Services	8/12/2022

Management Certificated

1073467	Alaniz-Garza	Lexy	Counselor, School	Prev & Interv Restorative Just	8/1/2022
1069707	Arellano Guzman	Johana	Counselor, School	Scandinavian Middle School	8/1/2022
1080172	Banuelos	Clarissa	Counselor, School	Adult Ed Voc Consortium	8/1/2022
1078672	Carrillo	Marissa	Clinical School Social Worker	Prevention And Intervention	8/1/2022
1079436	Franco	Simryn	Psychologist, School	Guidance & Psychological Svs	8/1/2022
1081624	George	Marquesha	Counselor, School	Rutherford Gaston Middle Schoo	8/1/2022
1081023	Guerrero	Mark	Clinical School Social Worker	Prevention And Intervention	8/1/2022
1078167	Kenyon	Jennifer	Counselor, School	Edison High School	8/1/2022
1060902	Leal	Santana	Manager II, Regional Instruct	Special Ed	8/8/2022
1067592	Martinez	Felix	Counselor, School	Wawona Middle School	8/1/2022
1081647	Mendoza Arizaga	Alexis	Clinical School Social Worker	Prevention And Intervention	8/2/2022
1080762	Navarro	Richard	Counselor, School	Prev & Interv Restorative Just	8/1/2022
1081692	Ocampo	Troy	Clinical School Social Worker	Project Access	8/12/2022
1081648	Ortega Garcia	Maritza	Psychologist, School	Guidance & Psychological Svs	8/1/2022
1073464	Pereira	Sarah	Counselor, School	Tioga Middle School	8/1/2022
1081642	Phillips	Brandi	Counselor, School	Mclane High School	8/1/2022
1081650	Reyna	Julie	Clinical School Social Worker	Independent Study	8/1/2022
1081634	Rosales	Victoria	Psychologist, School	Guidance & Psychological Svs	7/25/2022
1081643	Sierra	Jasmin	Clinical School Social Worker	Project Access	8/1/2022
1081644	Vang	Ta	Clinical School Social Worker	Prevention And Intervention	8/1/2022
1068237	Walker	Janai	Counselor, School	Tenaya Middle School	8/1/2022

Management Classified

1081656	Claravall	Abigail	Therapist, Physical	Special Ed	8/2/2022
1081663	Collins	Katharine	Coordinator I, Extended Learning	Summer School Administration	8/8/2022
1081652	Conchas	Karina	Manager, Business Operations	Special Educ Administration	8/8/2022
1081625	Holmes	Danielle	Therapist, Physical	Special Ed	8/2/2022
1081629	Jhutti	Karen	Occupational Therapist	Special Ed	8/2/2022
1081701	Kearn	Nicole	Analyst II	Benefits & Risk Management	8/22/2022
1051750	Kosareff	Elena	Coordinator I, Extended Learning	Summer School Administration	8/8/2022
1081632	Looney	Teya	Behavioral Intervention Specialist	Prevention And Intervention	8/1/2022
1081649	Martinez	Paula	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1075072	Munguia	Michelle	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1081681	Rodriguez	Jason	Dist Supv I, Food Services	Food Services	8/2/2022
1081646	Serrano	Anna	Coordinator I, Extended Learning	Summer School Administration	8/1/2022

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1074978	Beach	Saurina	Teacher, High School, eLearn Academy	eLearn Academy	8/5/2022
1062860	Brown	Corey	Teacher, Handicapped, Severely	Roosevelt High School	8/5/2022
1064997	Cook	Jeffrey	Teacher, Vocational Education	eLearn Academy	8/9/2022
1072249	Greathouse	Lane	Specialist, Resource, Sp Ed	Homan Elementary	7/28/2022
1079922	Hernandez	Tiffany	Teacher, Lrng Hndcp, Sdc	Roeding Elementary	9/1/2022
1043641	Hinz	Larry	Teacher, Senior High	Edison High School	8/1/2022

1066638	Israel	Amos	Teacher, Vocational Education	Rutherford Gaston Middle Schoo	8/4/2022
1077683	Lagarde	Juan	Teacher, Middle School	Tehipite Middle School	7/29/2022
1069003	Mcnamara	Elizabeth	Teacher, Elementary	Homan Elementary	7/29/2022
1067471	Miller	Melissa	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/9/2022
1067950	Parkes	Crystal	Teacher, Autistic, Sdc	Anthony Elementary	8/4/2022
1042002	Phillips	Frank	Specialist, Resource, Sp Ed	Duncan Polytechnical	6/10/2022

Classified Personnel

1079693	Amezcua Torres	Leslie	Assistant, Noontime	Delmar Elementary	7/1/2022
1066649	Cabrera	Kariane	Paraprof, Instructional Asst	Mayfair Elementary	8/5/2022
1072168	Castro Gonzalez	Gabriela	Paraeducator, Autism	Heaton Elementary	8/9/2022
1006820	Cerda	Eliza	Accountant I	Food Services	10/3/2022
1076525	Colfer	John	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	7/29/2022
1074809	Contreras Moreno	Cristina	Paraprof, After Schl/Ext Day	Leavenworth Elementary	6/10/2022
1064997	Cook	Jeffrey	Specialist, Media Prodcution	Communications Office	8/9/2022
1035552	Delao	Yolanda	Specialist, Chd Wel & Attnd II	Prevention And Intervention	7/28/2022
1074951	Diaz Orozco	Caren	Paraeducator, Community Based	Ginsburg Elementary	7/31/2022
1076008	Ens	Crystal	Paraprof, Mild/Moderate	Slater Elementary	6/10/2022
1065452	Flemming	Christiansen	Assistant, Campus Safety	Bullard High School	8/10/2022
1078731	Gutierrez	Stephanie	Parapof, Moderate/Severe	Lane Elementary	8/2/2022
1066638	Israel	Amos	Assistant, Campus Safety	Scandinavian Middle School	8/4/2022
1008340	Jacinto	Maria	Paraprof, Child Development Bilingual	Calwa Elementary	8/9/2022
1078221	Jimenez	Jessica	Assistant, Noontime	Webster Elementary	6/10/2022
1078340	Johansson	Madison	Paraprof, Instructional Asst	Lawless Middle School 7-8	8/10/2022
1075010	Kern	Filip	Assistant, Noontime	Mclane High School	6/9/2022
1075935	Kyaw	Moe	Developer, Software II	Technology Services	8/7/2022
1077062	Lopez	Joel	Paraprof, Alternative Educ	Phoenix Acad Elementary-Dcds	8/1/2022
1061378	Lujan	Elizabeth	Nurse, Vocational License	Health Services	9/11/2022
1043329	Mendez	Esmeralda	Technician, Student Transfer	Transfers Office	12/30/2022
1075220	Nampakdee	Kitiya	Paraprof, Child Development	Scandinavian Middle School	8/5/2022
1080813	Navarro Brambila	Bibiana	Paraprof, Instructional Asst	Wolters Elementary	7/25/2022
1080200	Ortega	Marina	Paraprof, Instructional Asst	Lowell Elementary	6/10/2022
1071609	Pascual	Jireh	Paraprof, Moderate/Severe	Wishon Elementary	8/9/2022
1069483	Perez	Adrianna	Technician, Libr Media-Elem	Greenberg Elementary	8/1/2022
1080592	Perez	Kellie	Specialist, Chd Wel & Attnd II	Prevention And Intervention	6/30/2022
1077055	Rodriguez	Amanda	Nutrition Services Assistant	Packaging Center	8/11/2022
1017850	Rodriguez	Jose	Liaison, Home/School Spanish	Tehipite Middle School	8/5/2022
1075864	Roser	Taylor	Nurse, Vocational License	Health Services	8/8/2022
1062375	Ruelas	Gilbert	Paraeducator, Autism	Greenberg Elementary	7/29/2022
1064487	Salas	Brandie	Paraprof, Mild/Moderate	Hoover High School	8/2/2022
1050512	Sidney	Ashley	Technician, Libr Media-Elem	Webster Elementary	8/9/2022
1037613	Vance	Cecilia	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	8/9/2022
1076444	Villa	Jackson	Assistant, Noontime	Webster Elementary	8/5/2022
1077781	Yang	John	Assistant, Resrce Cnslg	Aynesworth Elementary	8/8/2022
1080205	Yang	Pa	Paraprof, Child Development	Early Learning Center	7/29/2022

Management Certificated

1062936	Gordoa	Gerald	Advisor, Guidance and Learning	Ahwahnee Middle School	8/1/2022
1060799	Lee	Ka	Vice Principal I	Webster Elementary	8/1/2022

LEAVE REQUEST

Classified Personnel

1078479	Mendoza Garcia	Ibeth	Paraprof, Bilingual Spanish	Sunnyside High School	9/11/2022
1069397	Ward	Marisabel	Secretary, Administrative I	Labor Relations	8/7/2022

Management Certificated

1036563	Leal-Bhandari	Brenda	Vice Principal I	Aynesworth Elementary	8/3/2022

PROMOTIONS

Certificated Personnel

1029141	Bustillos	Janey	Teacher, Spec Assgn	Preschool Office	7/29/2022

Classified Personnel

1010895	Castillo	Andrew	Specialist, School Safe & Sec	Security Office	8/1/2022
1064023	Deleon	Monica	Assistant, Attendance Records	Wawona Middle School	8/11/2022
1046366	Kirchner	Kenneth	Lead, Floor Covering Worker	Maintenance And Operations	7/1/2022
1004595	Lucio Jr	John	Plant Coordinator II	Tioga Middle School	8/11/2022
1074520	Vargas Lopez	Maricela	Paraprof, Child Development Bilingual	Juan F Herrera Elementary	8/10/2022
1046552	Yang	Peter	Plant Coordinator I	Lane Elementary	7/14/2022

Management Certificated

1050604	Aleman	Rebecca	Vice Principal III	Mclane High School	8/1/2022
1039569	Burmeister	Brian	Advisor, Guidance and Learning	Fulton School	8/1/2022
1052987	Burris-Marby	Jasmine	Vice Principal III	Edison High School	8/1/2022
1047588	Crackel	Jennifer	Vice Principal II	eLearn Academy	8/1/2022
1066450	Duchscher	Kimberly	Advisor, Guidance and Learning	Fort Miller Middle School	8/1/2022
1008071	Espinosa	Angelica	Vice Principal I	Burroughs Elementary	8/1/2022
1035615	Guerra	Michael	Advisor, Guidance and Learning	Scandinavian Middle School	8/1/2022
1030889	Hebert	Ahmad	Vice Principal III	Mclane High School	8/1/2022
1053008	Hernandez	Mark	Vice Principal II	Hamilton School	8/1/2022
1041893	Jacobsen	Patricia	Vice Principal I	Birney Elementary	8/1/2022
1065556	Jette	Jessica	Vice Principal I	Fremont Elementary	8/1/2022
1064241	Lara Arredondo	Aidee	Vice Principal I	Lane Elementary	8/1/2022
1033824	Morales	Gavino	Manager II, Regional Instruct	Special Ed	7/25/2022
1048800	Ortega	Diana	Advisor, Guidance and Learning	Rata	8/1/2022
1069235	Pichardo	Elisa	Vice Principal I	Roeding Elementary	8/1/2022
1065876	Prestidge	Autumn	Vice Principal II	eLearn Academy	8/1/2022
1043446	Rodriguez	Dario	Vice Principal III	Roosevelt High School	8/1/2022
1060650	Wilkinson	Janine	Vice Principal I	Wilson Elementary	8/1/2022
1028874	Xiong	Chua	Vice Principal I	Yokomi Elementary	8/1/2022
1062741	York	Cindy	Vice Principal III	Roosevelt High School	8/1/2022

Management Classified

1076526	Flores	Christian	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1064902	Flores	Liliana	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1047900	Gorban	Nicole	Manager II, General	Prevention And Intervention	7/27/2022
1060574	Her	Vivian	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1074807	Michael	Iris	Behavioral Intervention Specialist	Prevention And Intervention	8/1/2022
1049645	Remington	Nayla	Manager I, App Dev & Support	Technology Services	8/1/2022
1046287	Richmond	Steffanie	Coordinator I, Extended Learning	Summer School Administration	8/1/2022
1065807	Ricks	Deshunna	Manager I, Program	African American Academic Acce	8/1/2022
1062523	Rios	Nicole	Administrative Analyst, REA	Equity and Access	7/28/2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

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 August 10, 2022 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
August 10, 2022
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on August 10, 2022 there were present Board Members Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present. Board Member Thomas was absent.

Board President Jonasson Rosas CONVENED the Regular Board Meeting to Closed Session at 4:31 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

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

For the record, Closed Session was extended to 5:45 p.m.

Board President Jonasson Rosas RECONVENED the meeting to Open Session at 5:50 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Clerk Islas, the Board took action in Closed Session to promote Lauren Ailanjian-Trzeciak to Principal II at Ayer Elementary, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas.

- On a motion by Board Member Davis, seconded by Board Member Major Slatic, the Board took action in Closed Session regarding a Workers' Compensation Claim for Genevieve Rodriguez, Fresno Unified Case No. WC18-0103-0120, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas.

Reporting Out of Closed Session – continued

- On a motion by Board Member Cazares, seconded by Board Member Major Slatic the Board took action in Closed Session regarding a Workers' Compensation Claim for Driana Costalez, Fresno Unified Case No. 2018-0120, by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas.

PLEDGE OF ALLEGIANCE

Santino Danisi led the Flag Salute.

HEAR Report from Superintendent

- Superintendent Nelson started his remarks welcoming all enthusiastically to the 2022/2023 school year! Superintendent shared his excitement and gratitude as we move into a new school year, as close to "normal" as we have had in a few years.
- Superintendent spent the rest of his remarks sharing his gratitude for several great things happening in the district as follows:
  - Teachers and administrators highly engaged in their professional learning during their "buyback day" today, all focused on teaching and learning and not overwhelmed by COVID protocols as in years past,
  - Successful summer learning which included summer academies at almost all school sites in June, and over 40 summer camps throughout the month of July – all fantastic opportunities for our students to learn and build relationships,
  - Starting the 22/23 school year with a 99.9% teacher fill rate with 76% of our newly hired teachers coming through our own teacher development pipeline programs,
  - A newly executed side letter agreement with our labor partners FASTA, increasing our daily pay rate for substitute teachers to $200, preparing our district to be highly competitive in the case of an increased need for substitutes during a COVID spike,
  - High quality professional learning happening across the district all summer including our leadership camp, our new leader onboarding, paraprofessional, and office staff trainings, and more,
  - IT's work to bring Promethean smart boards to all our elementary school classrooms over the next several weeks and opening a new temporary FLATS center at Edison High School,
  - Safety improvements including Active Assailant training for staff, the "See Something, Say Something" campaign to high schools, implementation of the Raptor Visitor Management System at our school sites, an additional campus safety assistant at each of our comprehensive high schools, and the return of SROs to some of our middle schools this year,
- Superintendent shared his gratitude for the Office of Engagement and External Partnerships for hosting the first board meeting for the Foundation for Fresno Unified Schools, their upcoming launch at the State of Education Gala on October 6th at the Fresno Chaffee Zoo. Any businesses interested in sponsoring the gala can reach out to Ms. Wendy McCulley.

HEAR Report from Superintendent - continued

- Superintendent closed his remarks sharing a way to support the Foundation for Fresno Unified Schools through Amazon Smile – Amazon Smile video shown.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

OPPORTUNITY for Public Comment on Consent Agenda Items-continued

On a motion by Board Member Major Slatic, seconded by Board Clerk Islas, the Consent Agenda, with the exception of Agenda Items A-9, A-14, and A-16 which were pulled by Board Members for further discussion, was approved by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas.

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member 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, Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the June 15, 2022 Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the June 15, 2022 Regular Board meeting.

A-4, ADOPT Resolution 22-02 180-Day Wait Period Exception and APPROVE Retiree Contract

ADOPTED as recommended, Resolution 22-02 for an exception to the 180-day wait period for a CalPERS retiree.

A. CONSENT AGENDA - continued

A-5, ADOPT Resolution 22-01, Approving the Self-Certifying Increased Micro-Purchase Threshold
ADOPTED as recommended, Resolution 22-01, to approve the self-certifying increase of the micro-purchase threshold when utilizing federal funding.

A-6, APPROVE Provisional Internship Permits
APPROVED as recommended, Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board approval.

A-6a, APPROVE Reclassification of Manager II – Special Education/Principal I to Principal II for Rata High School and Addicott K-8 School
APPROVED as recommended, a request to approve the reclassification of Manager II – Special Education/Principal 1 to Principal II for Rata High School and Addicott K-8 school.

A-7, APPROVE Appointments to the Audit Committee
APPROVED as recommended, the appointment of Barbara W. Thormann and James Stahl to the Fresno Unified School District Audit Committee.

A-8, APPROVE Budget Revision No. 1 for Fiscal Year 2022/23
APPROVED as recommended, Budget Revision No. 1 for fiscal year 2022/23.

A-9, APPROVE Annual Agreements for the 2022/23 School Year
APPROVED as recommended, a matrix detailing agreements to provide services to Fresno Unified School District.

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

> "Agenda item A-9 on tonight's Consent Agenda contains a service agreement with Hands-On of Central California, operating as the fiscal agent for the Fresno Street Saints. I am a member of the Board of Directors of the Fresno Street Saints. I did not participate in any way in the development of this service agreement; however, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

On a motion by Board Member Davis, seconded by Board Clerk Islas, Agenda Item A-9 was approved by a vote of 5-0-1-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine and Major Slatic. ABSTENTION: Board President Jonasson Rosas. ABSENT: Board Member Thomas.

A-10, APPROVE Hiring Noncredentialled Consultants for the 2022/23 School Year Per California Education Code 58803
APPROVED as recommended, a request to hire noncredentialled consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students.

A. CONSENT AGENDA - continued

A-11, APPROVE Credentialled Teachers to Coach One Period of Competitive Sport for Physical Education Credit for the 2022/23 School Year per California Education Code 44258.7(b)
APPROVED as recommended, a request to approve credentialled teachers to coach one period of competitive sport for Physical Education credit.

A-12, APPROVE Retiree Contracts for Elementary Music Teachers
APPROVED as recommended, four Certificated Retiree Contracts. These music teachers will teach sections of elementary music due to teacher vacancies that are currently unfilled.

A-13, DENY Claim GL21-0728-7081
DENIED as recommended, a Claim for Damages by Shanti Her-Frazier, case GL21-0728-7081.

A-14, RATIFY Agreement with Linda Hoff, PhD
RATIFIED as recommended, an agreement with Linda Hoff, PhD to perform services as part of the Phase I Community Schools planning grant.

For the record, Board Members had comments/questions pertaining to Agenda Item A-14. A summary is as follows: Requested an opportunity for district staff to share with the community information regarding this item and the work to be accomplished. Deputy Superintendent Her was available to provide clarity.

On a motion by Board Member Davis, seconded by Clerk Islas, Agenda Item A-14 was approved by a vote of 5-0-0-2, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, and Board President Jonasson Rosas. ABSENT: Board Members: Major Slatic and Thomas.

A-15, RATIFY Change Orders
RATIFIED as recommended, information on Change Orders for the following projects:

Bid 20-49, Juan Felipe Herrera New Elementary School Change Order 9 presented for ratification	$	51,223
Bid 21-10, Ewing Elementary School New Early Learning Building and Parking Lot Improvements Change Order 5 presented for ratification	$	16,830
Bid 21-10, Edison High School Gymnasium Addition Change Order 10 presented for ratification	$	5,491
Bid 21-24, Columbia Elementary School Classroom Building Addition Change Order 6 presented for ratification	$	73,310

A. CONSENT AGENDA - continued

Bid 21-35, Jackson Elementary Multipurpose Building Reconstruction		
Change Order 4 presented for ratification	$	20,243
Bid 21-41, Duncan Polytechnical High School CTE Medical Science Building		
Change Order 2 presented for ratification	$	182,006
Change Order 3 presented for ratification	$	167,816
Bid 22-01, Addams Elementary School Building Additions and Modernization		
Change Order 1 presented for ratification	$	- 7,735
Change Order 2 presented for ratification	$	41,855

A-16, RATIFY Purchase Orders from May 01, 2022 through May 31, 2022
RATIFIED as recommended, information on purchase orders issued from May 01, 2022 through May 31, 2022.

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

> "Agenda item A-16 on tonight's Consent Agenda contains purchase orders benefiting the California State University Fresno, California State University Fresno Downing Planetarium, and California State University Fresno Foundation. I am currently employed by California State University Fresno. While I did not participate in making any contracts related to these purchase orders, because of my current employment with CSU Fresno, I have a remote financial interest in those contracts.
> Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

On a motion by Board Member Davis, seconded by Board Clerk Islas, Agenda Item A-16 was approved by a vote of 5-0-1-1, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and Board President Jonasson Rosas. ABSTENTIONS: Board Member Levine. ABSENT: Board Member Thomas.

B. CONFERENCE/DISCUSSION AGENDA

B-17, DISCUSS and ADOPT 2022/23 Annual Declaration of Need for Fully Qualified Educators

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

B. CONFERENCE/DISCUSSION AGENDA

On a motion by Board Member Davis, seconded by Board Member Cazares, Agenda Item B-17 was approved by a vote of 5-0-0-2 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, and Board President Jonasson Rosas. ABSENT: Board Members: Major Slatic and Thomas.

B-18, OPPORTUNITY for Public Discussion of the 2023/24 Fresno Teachers Association Initial Proposal to the Fresno Unified School District

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

B-19, OPPORTUNITY for Public Discussion and ADOPTION of the Fresno Unified School District 2023/24 Initial Proposal to the Fresno Teachers Association

OPPORTUNITY for Public Comment
For the record, the Board received zero requests to address the Board on Agenda Item B-19.

On a motion by Board Member Davis, seconded by Board Member Levine, Agenda Item B-19 was approved by a vote of 5-0-0-2 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, and Board President Jonasson Rosas. ABSENT: Board Members: Major Slatic and Thomas.

B-20, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2022/23 Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employees Association, Chapter 125

OPPORTUNITY for Public Comment
For the record, the Board received zero requests to address the Board on Agenda Item B-20.

On a motion by Board Member Davis, seconded by Board Member Cazares, Agenda Item B-20 was ratified by a vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas.

C. RECEIVE INFORMATION & REPORTS

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

C-21, RECEIVE the Initial Successor Contract Proposal for 2022-2025 from the Fresno Unified School District to the International Association of Machinists and Aerospace Workers

C-22, RECEIVE the Initial Successor Contract Proposal for 2022-2025 from the International Association of Machinists and Aerospace Workers to the Fresno Unified School District

C-23, RECEIVE Proposed Revisions for Board Policies

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received three (3) requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic is listed as follows:

1. Eric Rollins: Spoke of need for a plan to raise student reading levels and expressed concerns regarding grading on equity.
2. Mia Pacheco: Shared what she liked about summer camp.
3. Marycela Pacheco: Spoke of summer camp registration confirmation issue, report cards received late, and difficulty for parents when back-to-school nights are scheduled on same night.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the open session portion of the meeting at 6:23 p.m. and reconvened the Board to closed session.

Board president Jonasson Rosas reconvened the meeting to open session and Clerk Islas reported out action from closed session as follows:

- On a motion by Board President Jonasson Rosas, seconded by Board Member Davis, the Board approved to promote Jeanne Butler to Principal II at Rata High School, by a vote of 5-0-0-2, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, and Board President Jonasson Rosas. ABSENT: Board Members: Major Slatic and Thomas.

- On a motion by Board Clerk Islas, seconded by Board Member Levine, the Board approved to promote Teshami "Tess" Reid to Principal II at Addicott Elementary School, by a vote of 5-0-0-2, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, and Board President Jonasson Rosas. ABSENT: Board Members: Major Slatic and Thomas.

Board President Jonasson Rosas ADJOURNED the meeting at 6:29 p.m.

Fresno Unified School District
Board Agenda

Board Meeting Date: August 24, 2022

AGENDA ITEM A-4

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

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

TITLE AND SUBJECT: Adopt Resolution for Certifying Course-Based Independent Study

ITEM DESCRIPTION: Included in the Board binders is a resolution for certifying course-based independent study (CBIS) at eLearn Academy. CBIS is one of two types of independent study offered in California. CBIS is designed to deliver remote or virtual educational options. CBIS accrues student attendance through the students' enrollment in a course, giving teachers and staff the ability to focus their efforts on providing academic supports and ensuring student progress or success. This annual resolution will confirm the certification of courses that students are enrolled in at e-Learn.

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

PREPARED BY: Carlos Castillo,
Instructional Superintendent

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3554

CABINET APPROVAL:

SUPERINTENDENT APPROVAL:

Fresno Unified School District

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BOARD OF EDUCATION
Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatic USMC (Retired)
Keshia Thomas

SUPERINTENDENT
Robert G. Nelson, Ed.D.

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

In the Matter of Proclaiming)
Certification of Courses for)
Course-based Independent Study)

Resolution 23-01

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

WHEREAS, eLearn Academy will provide Course-Based Independent Study to enrolled students in grades TK-12, beginning in the 22-23 school year;

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

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

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

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

WHEREAS, eLearn Academy offers a course of study to students in Grades 1 to 6 that is equivalent to 310 daily instructional minutes and 55,800 annual instructional minutes;

WHEREAS, eLearn Academy courses offered to students in Grades 7-12 are equivalent to 60 daily instructional minutes and 10,800 annual instructional minutes per course enrollment;

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

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

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

WHEREAS, eLearn Academy's course offering are yearlong in duration and high school course have a value of 5 credits per semester/10 credits per year. For younger students, measures of academic accomplishment include quarterly progress on foundational skills, effort codes and/or letter grades, as outlined and equivalent to classroom-based courses by student grade level.

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

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

BE IT FURTHER RESOLVED, that the Board does hereby provide public notice and certification of the following courses for course-based independent study at eLearn Academy for the 22-23 school year:

ADOPTED THIS August 24, 2022 by the Board of Education of Fresno Unified School District, by the following vote:

AYES:	7
NOES:	0
ABSENT:	0

Elizabeth Jonasson Rosas (Aug 25, 2022 15:07 PDT)

Elizabeth Jonasson Rosas,
Board President

Robert G. Nelson

Robert G. Nelson, Ed.D., Superintendent

Course-based independent study at eLearn Academy for the 22-23 school year

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

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

	Digital Video Production* Spanish I* Spanish II* Spanish III* Spanish for Native Speakers I* Spanish for Native Speakers II* Comprehensive Ethnic Studies* AP Human Geography* Psychology* Principles of Leadership*				

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

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 Hiring Noncredentialled Consultants for the 2022/23 School Year Per California Education Code 58803

ITEM DESCRIPTION: Included for the Boards consideration and approval is a request to hire noncredentialled consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students.

We would like to request the Board approve hiring the following consultants to provide secondary instruction in their skilled subjects for the 2022/23 school year.

Name	Subject	School
Alison Mattox	Cheer	McLane HS
Mitchel Davis	Basketball	McLane HS

FINANCIAL SUMMARY: Sufficient funds are available in the sites' budget.

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
Board Agenda Item

Board Meeting Date: August 24, 2022

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 Agreement with Another Level Training Academy

ITEM DESCRIPTION: Included in the Board binders is an agreement with Another Level Training Academy. This agreement will provide quarterly, six-week writing workshops for students participating in the African American Student Leadership Academy program to increase their writing skills at all 17 middle schools.

FINANCIAL SUMMARY: Sufficient funds in the amount of $150,000 are available in the Student Engagement budget.

PREPARED BY: Pat Riddlesprigger,
Manager

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:

FEDERAL FUNDING WILL NOT BE USED

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Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Another Level Training Academy	1244 N Mariposa St. #4, Fresno CA 93703
Vendor Name	*Address*
(559) 430-6041	Nia Hodge
Phone Number	*Vendor Contact*
From: 9/1/2022	**Through:** 6/8/2023
Term (Duration)	
FUSD Contract Administrator:	
Pat Riddlesprigger	G2 Student Engagement (559) 457-3932
Name	*Site/ Dept* *Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 060-3213-G0AA-4000-5899

Annual Cost $ 150,000.00 (Estimated Amount)

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

Scope of Work Summary:

Another Level Training Academy will provide four six-week writing workshops for all students within the African-American Student Leadership Academy (AASLA) program to increase their writing skills. All seventeen middle schools will participate in this six-week workshop. Students will be provided with age-appropriate literature that aligns with common core standards that will include poetry, articles, and other academic readings, which help students analyze text critically. The goal is to boost student writing and critical text analysis to the necessary levels to produce advanced program college-ready writing samples. Each week students will be able to creatively learn proper writing and sentence-level mechanics, which will boost overall academic performance.

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

Date Item is to appear on Board of Education Agenda: 08/24/22 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: Bryan D. Uhler 7/26/2022
Signed *Date*

Reviewed & approved by Exec. Dir., Risk Management, or Exec. Dir. of Purchasing: Ann Loorz (Jul 27, 2022 07:47 PDT) Jul 27, 2022
Signed *Date*

Please return signed contract to:

Leticia deSantiago	G2 Student Engagement
Name	*Department*

Fresno Unified School District
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Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-G0AA-4000-5899

District Contact Person: Pat Riddlesprigger

Budget Manager Approval: LdeSantiago

Contractor's Vendor Name: Another Level Training Academy

Contractor's Contact Person: Nia Hodge

Contractor's Title: Agent

Contractor's Telephone Number: (559) 430-6041

Contractor's E-mail: niamarie72@me.com

Contractor's Address: 1244 N Mariposa St. #4, Fresno CA 93703

This Independent Contractor Services Agreement is made and entered into effective 9/1/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Another Level Training Academy

1. Contractor Services. Contractor agrees to provide

Another Level Training Academy will provide four six-week writing workshops for all students within the African-American Student Leadership Academy (AASLA) program to increase their writing skills. All seventeen middle schools will participate in this six-week workshop. Students will be provided with age-appropriate literature that aligns with common core standards that will include poetry, articles, and other academic readings, which help students analyze text critically. The goal is to boost student writing and critical text analysis to the necessary levels to produce advanced program college-ready writing samples. Each week students will be able to creatively learn proper writing and sentence-level mechanics, which will boost overall academic performance.

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

3. Term. This Agreement shall begin on 9/1/2022 , and shall terminate on 6/8/2023 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of $ 25,000. per session, Not to exceed $ 150,000.00. Checks will be made payable to Another Level Training Academy . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☑ No, Vendor initial here N.H.

   a. Lodging $ 0.00 Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.*
   b. Meals $ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.*
   c. Travel $ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $ 0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 150,000.0(
   f. Other $ 0.00

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

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

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

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

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

Contractor's initials N.H. District's initials

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

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

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

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

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

   i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

   ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

   iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

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

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials N.H. District's initials _____

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Another Level Training Academy

Name: Nia Hodge

Address:

1244 N Mariposa St #4
Fresno, CA 93703

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Another Level Training Academy

Nia Hodge (Jul 26, 2022 10:20 PDT)

Name: Nia Hodge *, Title:* Agent

Jul 26, 2022

Date

Approved As To Form:

Ann Loorz (Jul 27, 2022 07:47 PDT)

Executive Director, Benefits and Risk Management
or Executive Director, Purchasing

Jul 27, 2022

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24,2022

AGENDA ITEMA-7

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

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

TITLE AND SUBJECT: Approve Agreement between Fresno Unified School District and Finalsite

ITEM DESCRIPTION: Approval is requested for an agreement with Finalsite—an award-winning website design, software, and hosting service for schools— to overhaul the district website and all the individual school websites within in the district. Under this 5-year agreement, Finalsite will develop an advanced custom-designed website solution that includes onboarding, site deployment and adoption in year 1, followed by a 4-year period of website hosting and maintenance through their integrated Finalsite platform. The objective is to develop a new district website design and a school website template that is prioritized by visual appeal, usability, and consistency in branding across all school sites with goals to improve the marketability for staff recruitment and student enrollment.

The onboarding phase includes an introduction to key resources, tools, and training. The site deployment phase includes the website development for the district and the school site template that allow schools to have individualized sites using their logo, colors, fonts, imagery, and content. This phase also covers software enablement, design implementation, warranty, and launch. A site deployment project plan with specific dates and milestones will be created in collaboration with the Fresno Unified School District Communications team. The final adoption phase will be an ongoing process that will involve the Fresno Unified School District Communications team, Finalsite support and a client success manager. The agreement also includes ongoing ADA compliance, monitoring, and remediation.

Finalsite serves more than 2,200 schools in 70 countries and has partnered with schools for almost twenty years. Finalsite has won over 80 prestigious design awards for their work, and their websites stand out for their amazing user experiences and beautiful layouts that reflect their schools on the screen.

FINANCIAL SUMMARY:

Sufficient funds in the amount of $139,000 for the total set up costs for year 1 (2022/23), are available in the Communications Budget. In addition, the agreement outlines the annual maintenance and hosting costs in the amount of $126,000 for years 2 through 5 (SY 2023/24 - 2026/27), also to be made available in the Communications Budget.

PREPARED BY: Diana Diaz, Director

DIVISION: Communications Department
PHONE NUMBER: (559) 457-3733

CABINET APPROVAL:

Nikki Henry (Aug 9, 2022 11:01 PDT)

SUPERINTENDENT APPROVAL:

Robert G. Nelson

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Active Internet Technologies,LLC	655 Winding Brook Drive, Glastonbury,CT 06033
Vendor Name	***Address***
1(800) 592-2469	Jim Calabresew
Phone Number	***Vendor Contact***
From: 8/9/2022	**Through:** 7/1/2023
Term (Duration)	
FUSD Contract Administrator:	
Diana Diaz, Director of Communicataions	Communications Department 559-457-3816
Name	*Site/ Dept* *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Object)* 030-0860-0694-0000-7100-5899

Annual Cost $ 139,000.00 (Estimated Amount)

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

Scope of Work Summary:

The Best-in-Class (BIC) Design is an advanced custom-designed website solution that includes an Onboarding phase, a Site Deployment phase and an Adoption phase. The Onboarding Phase has a default duration of 2 to 6 weeks and includes an introduction to key resources, tools and training to help prepare the Client. The Site Deployment phase includes the website development for the District and a School template that allows schools within the district to have individualized sites using their logo, colors, fonts, imagery and content. This package has a default project plan duration of 27 to 35 weeks and covers software enablement, design implementation and warranty/launch. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team. The final Adoption phase will be an ongoing process that will include you, Finalsite support and your Participant Success Manager.

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

Date Item is to appear on **Board of Education Agenda:** 08/24/22 *Will this contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** *Signed* 8/9/22 *Date*

Reviewed & approved by **Risk Management, or Exec. Dir. of Purchasing:** Ann Loorz (Aug 10, 2022 10:50 PDT) *Signed* *Date*

Please return signed contract to: Vange Carrillo *Name* Communication Dept. *Department*

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0860-0694-0000-7100-5899

District Contact Person: Diana Diaz, Director of Communicataions

Budget Manager Approval: Diana Diaz

Contractor's Vendor Name: Active Internet Technologies,LLC

Contractor's Contact Person: Jim Calabrese

Contractor's Title: Chief Financial Officer

Contractor's Telephone Number: 1(800) 592-2469

Contractor's E-mail: Jim.Calabrese@finalsite.com

Contractor's Address: 655 Winding Brook Drive, Glastonbury,CT 06033

This Independent Contractor Services Agreement is made and entered into effective 8/9/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"). Active Internet Technologies,LLC

1. Contractor Services. Contractor agrees to provide

Communications Core Platform -Districts
View a detailed desc1iption of what's included in your software package here
http://www.finalsite.com/dcc
Products Included in Core Communications
Admins with ticketing rights (102), HTTPS Implementation
Bandwidth (60 GB) LDAP/Google, Authentication (Network SSO)
Basic Site Search, Live Webinar Training
Basic Support with integrated ticketing Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (408 boards pooled) Website cloud storage (510 GB) Data Imports through Finalsite Support (4/year) Page Layout Options -Base 4
Digital Asset Management & Document Library with Resources Page-Based Notifications (Page Pops) District Site and 101 Additional Sites Searchable Knowledge Base and Video Access
FERPA-compliant Hosting, Security and Integrated CDN Site Editors (306)
Finalsite Composer Content Management System Social Media Feeds (102)
Faculty/Staff Directory & Role Tiered Pennissions and User Management
Finalsite Payments by BlueSnap ,Unlimited Calendars (Incl. Integration)
Forms Manager (510 forms pooled), Unlimited Published Pages
See Statement ofWork:Best in Class

DocuSign Envelope ID: 58691547-B2E9-4AAD-A46C-BF23065F1DDE

ED TECH JPA PURCHASE AGREEMENT:
RFP No. 20/21-02 Web Design & Hosting

This Purchase Agreement (this "PA"), is made as of **August 10, 2022** (the "Effective Date"), by and between the **Fresno Unified School District** ("PARTICIPANT") and **ACTIVE INTERNET TECHNOLOGIES, DBA FINALSITE** ("VENDOR").

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On December 8, 2020 ED TECH JPA issued a Request for Proposal for web design and hosting services (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for Request for Proposal for web design and hosting solutions (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the ED TECH JPA may purchase products from Vendor. The RFP, Vendor's proposal in response to the RFP, the Master Agreement, and the California Student Data Privacy Agreement are hereby incorporated herein by this reference

C. A California public entity using the ED TECH JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

3. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

4. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

6. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Products has been discontinued and is no longer available from the manufacturer;
B) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted;
C) VENDOR has obtained prior written Board approval from ED TECH JPA;
D) VENDOR receives an executed Amendment to the Master Agreement;
E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
F) VENDOR receives an executed Amendment to the Purchase Agreement.

7. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and PARTICIPANT.

8. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
Name: Jim Calabrese, CFO
Attn:
Address: 655 Winding Brook Drive
Email: Jim.Calabrese@finalsite.com
Phone: 1.860.362.0194

B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
Name:
Attn:
Address:
Email:
Phone:

C. The primary ED TECH JPA contract manager for this Purchase Agreement shall be as follows:
Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604

MichelleBennett@iusd.org
949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

(a) Intellectual Property: VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party. For its part, PARTICIPANT will defend, indemnify, and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs, attorney's fees, judgments, and other expenses arising out or on account of any third party claims that its intellectual property rights were misappropriated or infringed, to the extent the claim results from (A) PARTICIPANT's misuse of the product, (B) modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9 and which is not the result of PARTICIPANT misconduct, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT a portion of the License Fees paid by PARTICIPANT in respect of the product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member.

(b) Other Claims. To the extent permitted under applicable law, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein.

(c) DISCLAIMER OF LIABILITY. ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

10. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

13. DEFAULTS

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from PARTICIPANT to VENDOR, then PARTICIPANT may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

14. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

15. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

16. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18. TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of **six (6)** years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon thirty (30) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

19. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

22. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

Fresno Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

PARTICIPANT/ASSOCIATE MEMBER	**VENDOR**
	DocuSigned by: Jim Calabrese 59DAB97091BB4F7...
By:	**By:** Jim Calabrese
Its:	**Its:**
	8/9/2022
Date	**Date**

Ann Loorz (Aug 10, 2022 10:50 PDT)
Approve as to Form

DocuSign Envelope ID: 58691547-B2E9-4AAD-A46C-BF23065F1DDE

Exhibit A

Order Information and Implementation Plan

830-1/6147777.1

FINALSITE

Customer: Fresno Unified School District
Created By: John Doornbos
New Contract
8/8/2022
Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Fresno Unified School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/agreements and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Best In Class The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpb

Composer CMS Platform
Communications Core Platform - Districts View a detailed description of what's included in your software package here http://www.finalsite.com/dcc

Products Included in Communications Core Platform - Districts	
Admins with ticketing rights (102)	HTTPS Implementation
Bandwidth (60 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (408 boards pooled)	Website cloud storage (510 GB)
Data Imports through Finalsite Support (4/year)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
District Site and 101 Additional Sites	Site Editors (306)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (102)
Finalsite Composer Content Management System	Tiered Permissions and User Management
Faculty/Staff Directory & Role	Unlimited Calendars (Incl. Integration)
Finalsite Payments by BlueSnap	Unlimited Published Pages
Forms Manager (510 forms pooled)	

Additional Products or Services Purchased:

Consulting & Internet Marketing	
Virtual Webmaster (100)	

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FINALSITE

Customer: Fresno Unified School District
Created By: John Doornbos
New Contract
8/8/2022
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Creative and Deployment Services	
Content Migration	

Data Integration	
LDAPS/Active Directory Integration	

Modules	
Advanced Search	AudioEye for Districts - over 25,000 students
Feeds for Districts - Standard	Weglot Advanced 2M (Unltd languages)

Training & Support	
Support Plan - Priority	

FINALSITE

Customer: Fresno Unified School District
Created By: John Doornbos
New Contract
8/8/2022
Proposal Valid for 30 days

Special Provisions:

1) This Order is subject to the EdTech JPA Purchase Agreement (RFP No. 20/21-02). In the event of any conflict between the terms and conditions of this Order or the Master Terms and such Purchase Agreement, the terms of this Order and the Master Terms shall control.
2) The agreement is for an initial five years (the setup phase being the first year and then four years of subscription fees) and it renews automatically for an additional one-year term unless the Customer has provided 60 days written notice in advance of the renewal. In no event shall the Agreement extend beyond this without the express prior written consent of both Parties.
3) Content Migration: Included in the setup cost are 1000 pages of content migration. Additional content migration can be purchased at a rate of $1000/100 pgs.
4) Virtual Webmaster:
This agreement entitles the Customer to 100 hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of $150/hour. This service will be made available for a maximum of 5 hours per week.
Unused hours expire on June 30th, 2023.
Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.

Services: Initial Term and Fees:
The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$139,000

Schedule	**Amount**
Period 1 - Jul 01 2023	$ 126,200
Period 2 - Jul 01 2024	$ 126,200
Period 3 - Jul 01 2025	$ 126,200
Period 4 - Jul 01 2026	$ 126,200
Period 5 - Jul 01 2027	$ 126,200

FINALSITE

Customer: Fresno Unified School District
Created By: John Doornbos
New Contract
8/8/2022
Proposal Valid for 30 days

B. Payment Terms

1. **All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Unless otherwise specified, all dollars ($) are United States currency.**
4. **Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.**
5. **Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.**

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Fresno Unified School District	**Active Internet Technologies ("AIT")** DocuSigned by: Jim Calabrese 69DAB97691BB4F7...
Signature	**Signature** Jim Calabrese
Name (printed)	**Name (printed)** Chief Financial Officer
Title (printed)	**Title (printed)** 8/9/2022
Date	**Date**

☐ **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

Ann Loorz (Aug 10, 2022 10:50 PDT)

Approve as to Form

FINALSITE

Customer: Fresno Unified School District
Created By: John Doornbos
New Contract
8/8/2022
Proposal Valid for 30 days

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 2309 Tulare St
City, State Zip Fresno, CA 93721
Phone
Email

Project Contact
Title
Phone
Email

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

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Finalsite Master Terms and Conditions for Services

THESE **MASTER TERMS** AND CONDITIONS FOR SERVICES (THE "MASTER TERMS"), SHALL APPLY TO THE SERVICES MADE AVAILABLE BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE ("**FINALSITE**"), A DELAWARE CORPORATION HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 FOR THE **CUSTOMER** (**FINALSITE** AND **CUSTOMER** SOMETIMES COLLECTIVELY REFERRED TO AS THE "**PARTIES**"). THE "**CUSTOMER**" IS AN ENTITY WHICH ENTERS INTO AN **ORDER** WITH **FINALSITE** PURSUANT TO THESE **MASTER TERMS**. EACH **ORDER** EXECUTED BY THE **PARTIES** HEREUNDER SHALL FORM A SEPARATE CONTRACT BETWEEN THE **PARTIES** WHICH INCORPORATES AND SHALL BE GOVERNED BY THESE **MASTER TERMS**.

1. Ordering Services.

1.01 **Customer** may purchase from **Finalsite** the right to use one or more software-as-a-service ("SaaS") applications and/or modules (collectively, "SaaS Services") which will be hosted by **Finalsite** or a third party on its behalf (the "Hosting Services"); and may purchase deployment services to be performed by **Finalsite** (collectively, "Deployment Services"), other professional services, such as training and consulting services (collectively, "Professional Services") and support and maintenance of the SaaS Services (collectively, "Support Services") (SaaS Services, Hosting Services, Deployment Services, Professional Services and Support Services sometimes collectively referred to in these **Master Terms** as "Services"). These **Master Terms** set forth the basis for the relationship between the **Parties** and the terms applicable to such transactions. In each instance in which **Customer** wishes to purchase Services from **Finalsite**, the **Parties** shall enter into a mutually agreed order describing the particular Services ordered and any special conditions or terms applicable thereto (each an "**Order**"). **Customer** shall only have the right to receive those Services specified in an applicable **Order**. As appropriate, an **Order** may include a Statement of Work ("SOW") which is mutually agreed to by the **Parties** to further describe certain of the Services. In order to be effective, a SOW shall reference the applicable **Order** and either be attached to such **Order** or separately executed by both **Parties**. When mutually agreed and signed by duly authorized representatives of each Party, each **Order** shall be and hereby is deemed to be governed by these **Master Terms**. When taken together, these **Master Terms** (as they may be permissibly amended or supplemented by an **Order**) and each individual, fully executed **Order** shall form a contract between **Finalsite** and **Customer**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any **Order**, the terms and conditions of the **Order** shall control with respect to such **Order**.

These **Master Terms**, together with all Orders executed by the **Parties**, constitute the agreement of the parties (the "Agreement").

2. Access to SaaS Services/Restrictions.

2.01 Subject to the terms and conditions of this Agreement, upon entering into an **Order** applicable thereto, **Finalsite** shall make the SaaS Services available to **Customer** for use by **Customer** and its Authorized Users solely in support of **Customer**'s internal operations and otherwise in accordance with the terms of this Agreement and **Finalsite**'s Privacy Policy set forth at finalsite.com/privacy. Additional usage limitations or restrictions may be imposed on **Customer**'s use of the SaaS Services, including limitations on bandwidth and storage, to the extent specified in an **Order**, and **Customer** shall comply therewith. Due to the nature of a SaaS delivery model, the SaaS Services to which the **Customer** is provided web access hereunder will be the version of such SaaS Services (as may be updated by **Finalsite** pursuant to Section 5 below) which is then hosted by **Finalsite** (or its third-party hosting provider) for its customers generally. All rights not expressly granted to **Customer** in this Agreement are reserved to **Finalsite** and its licensors.

2.02 **Customer** and its employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are permitted by **Customer** to use the SaaS Services on **Customer**'s behalf (collectively, "Authorized Users") may access the SaaS Services, along with applicable content displayed by **Customer** through the use thereof, over the internet via **Finalsite**'s hosted website solely in support of **Customer**'s operations and within the scope of **Customer**'s permitted use of the SaaS Services. With respect to public-facing content which the SaaS Services are designed to display, Authorized Users include third party community members who access the screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which **Customer** has chosen to display to the public. **Customer** shall be fully responsible for any acts or omissions of its Authorized Users, including any unauthorized use of the SaaS Services or other breach of this Agreement.

2.03 Except as expressly set forth in these **Master Terms** or an **Order**, **Customer** shall not and shall not permit its Authorized Users or other third parties to (i) use, copy, sell, assign, sublicense, convey or otherwise transfer, all or any portion of the SaaS Services; (ii) decompile, disassemble or otherwise reverse engineer the SaaS Services or any portion thereof; (iii) modify, translate or create any derivative works based on the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the SaaS Services (v) use the SaaS Services to provide hosting, service bureau, time sharing, outsourcing or other services on behalf of, or for the benefit of itself or any third parties; or (vi) violate or cause the violation of any law, regulation, order, decree or judgment in connection with the use of any Services or any content or data utilized therewith.

3. Hosting Services.

Finalsite will provide Hosting Services and Support Services in accordance with the Service Level Agreement ("SLA") attached as Schedule 1 to these **Master Terms**.

4. Deployment and Professional Services.

4.01 Certain Deployment Services and/or Professional Services may require that the parties agree to a SOW, which may include a timetable for delivery and other assumptions. Any timetable set forth in a SOW, **Order** or other project document is in the nature of a good faith estimate which is dependent on, among other factors, **Customer**'s provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of **Customer** in a SOW.

4.02 **Customer** shall provide **Finalsite** access to **Customer**'s logos and trademarks as may be necessary to perform the Deployment Services and other Services requested by **Customer**. For the avoidance of doubt, **Customer** shall retain ownership of its logos and trademarks.

4.03 **Finalsite** will provide all Professional Services and Deployment Services in a professional and workmanlike manner and in accordance in all material respects with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Deployment Services and/or the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements which are described in the applicable **Order** or SOW, **Customer** shall give **Finalsite** written notification of the deficiency or non-conformance within thirty (30) days after delivery thereof. **Finalsite** then shall, within thirty (30) days of receipt of such written notification, exert commercially reasonable efforts to either correct the deficiency or non-conformance or provide **Customer** with a plan for correcting the deficiency or non-conformance. **Customer** shall provide reasonable support and assistance requested by **Finalsite** as reasonably necessary to discover the cause or a cure for the reported deficiency or non-conformance.

5. Maintenance & Support.

5.01 During the Term, and subject to the terms and conditions of this Agreement, including payment of fees, and provided **Customer** has placed an **Order** for use of SaaS Services, **Finalsite** shall provide **Customer** with Updates and Upgrades to the SaaS Services as and when made available to customers generally. For purposes of this Agreement, "Updates" means a new version of the SaaS Services containing error corrections or bug fixes to the then-current version of the SaaS Services and does not contain functional enhancements, modifications or extensions. "Upgrades" means a new version of the SaaS Services containing functional enhancements, modifications or extensions to the then-current version of the SaaS Services which are not separately priced or marketed by **Finalsite**. An Upgrade may include architectural changes. **Finalsite** supports **Customer**'s web access to the SaaS Services utilizing the then-current version and one prior version of Internet Explorer, Safari, Chrome or Firefox.

5.02 During the Term, **Finalsite** will make available additional Support Services in accordance with **Finalsite**'s then-current standard support policies and practices. Certain Support Services are accessible through the "Help" section located in **Customer**'s interface to the SaaS Services. Certain other Support Services (such as expedited or "priority" support) may be purchased by **Customer** under an **Order**, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable **Order**.

6. Third Party Technology.

6.01 In connection with the SaaS Services, software or technology of third parties may be accessed and utilized by **Customer** in connection with its use of the SaaS Services and/or the SaaS Services may enable **Customer** to interact with and/or utilize third party software or technology (collectively, "Third Party Technology"). By way of example, and not limitation, Third Party Technology would include third party products and services such as online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that allows (through an interface, a link or otherwise) for embedding functionality within a front-facing webpage served up by the SaaS Services. Except as otherwise expressly provided below, **Customer** is solely responsible, and shall ensure that **Finalsite** is not responsible or liable, in connection with **Customer**'s access to or use of any Third-Party Technology and any terms associated therewith. To the extent that **Finalsite** incorporates or embeds any third party software into the SaaS Services such that the embedded software is a core part of the SaaS Services (collectively, "Embedded Software"), then such Embedded Software shall be supported, and **Customer** shall have the right to use such Embedded Software, to the same extent as the SaaS Services are supported and permitted to be used under this Agreement. Except as expressly provided above, no rights are granted by **Finalsite** to **Customer** or its Authorized Users to use any Third-Party Technology.

7. Ownership.

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7.01 **Customer** or its licensors shall own: (a) all data and content that **Customer** and its Authorized Users input, post, submit, or otherwise provide to **Finalsite** while utilizing the SaaS Services under this Agreement (where "content" includes text, images, and sounds); and (b) **Customer**'s logos and trademarks (collectively, "Customer Materials"). **Customer**, and not **Finalsite**, shall be solely responsible and liable for the content, accuracy or completeness of all **Customer** Materials (including monitoring the content posted on the website), and for any infringement by any **Customer** Materials of third party intellectual property rights, and shall ensure that **Finalsite** is not responsible or liable therefor. For clarity, **Customer** Materials includes **Customer**'s Personal Information (as defined in Section 8.01 below) and Student Data (as defined in Section 9.01 below).

7.02 **Finalsite** shall not use or disclose any **Customer** Materials except: (a) as requested or permitted by **Customer**; (b) in connection with providing, facilitating or supporting the Services or otherwise exercising rights or performing obligations under this Agreement (including, for example, by addressing technical and other issues related to the Services); (c) to the extent required, or permitted, by applicable laws or regulations; and/or (d) as otherwise permitted under this Agreement.

7.03 Without limiting **Customer**'s ownership of the **Customer** Materials, **Finalsite** and its licensors shall own all right, title, and interest in and to the SaaS Services (including the underlying software and all application program interfaces ("API's") provided or made available by **Finalsite**) and all documentation, materials, work product and deliverables resulting from or related to the Services (including in each case all enhancements, modifications, updates, upgrades and derivative works thereof and all intellectual property rights in any of the foregoing). Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by **Customer** or a third party on behalf of **Customer**, or jointly by **Customer** and **Finalsite** or a third party on either party's behalf, shall belong exclusively to **Finalsite**, and **Customer** hereby irrevocably assigns all rights therein (including without limitation, all patent, copyright, trademark, trade secret and moral rights) to **Finalsite**. In the event that **Customer** or any of its users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), **Finalsite** shall automatically own such Feedback without compensation to **Customer** and **Customer** hereby assigns all rights in such Feedback to **Finalsite**.

8. Security of Personal Information.

8.01 To effect the purposes of an **Order**, **Customer** or an Authorized User may from time to time provide **Finalsite** with certain personally identifiable information (**Customer** representing that it has the right to do so in each such instance) of **Customer**'s students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is regulated by various United States laws and regulations ("Personal Information"). Personal Information may include Student Data to the extent it meets the definition thereof in Section 9.1 below.

8.02 Consistent with laws governing Personal Information and Student Data which are applicable to **Finalsite**'s performance of Services hereunder, **Finalsite** shall maintain reasonable, industry-standard administrative, physical, and technical safeguards, and implement and maintain reasonable security practices and procedures, which are designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure. **Finalsite** shall not use or disclose Personal Information, except for the purposes for which it is permitted to use or disclose **Customer** Materials under Section 7.02 above. Similarly, **Customer** agrees to comply with its responsibilities under laws governing Personal Information which are applicable to **Customer**.

8.03 **Customer** shall maintain reasonable, appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of its account IDs, passwords, and connectivity with the SaaS Services and Hosting Services. **Customer** shall be solely responsible and liable, and shall ensure that **Finalsite** is not responsible or liable, for account IDs or passwords which are disclosed by **Customer** or an Authorized User or those which are lost, stolen, compromised, or used for malicious or unauthorized purposes, including in respect of all use of the Services through the use of such account information.

9. Student Data.

9.01 Student Information, Student records and Student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student and not the property, or under the control, of **Finalsite**. During the Term of this Agreement, **Customer** shall retain control of all Student Data maintained in connection with the SaaS Services.

9.02 At any time during the Term of this Agreement, **Customer** may request deletion of any Student Data in **Finalsite**'s possession by providing a written request to **Finalsite** signed by a duly authorized representative of **Customer** specifying: (i) the name of the applicable student(s); (ii) a detailed description of the Student Data to be deleted; (iii) providing contact information of an individual authorized by **Customer** to answer questions and provide additional information about such request. Such requests must be addressed to the following address: Privacy Officer, **Finalsite**, 655 Winding Brook Drive, Glastonbury, CT 06033 or privacy@finalsite.com (which address may be amended by **Finalsite** from time to time upon notice to **Customer**).

Customer shall be solely responsible and liable to the Student and any other party, and shall ensure that **Finalsite** shall have no responsibility or liability, in connection with the content of such deletion request (including any errors contained therein) or **Finalsite**'s deletion of Student Data in accordance with such request.

9.03 **Finalsite** shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. **Finalsite** and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize **Customer** Materials as described in Section 7.02 above.

9.04 Student Data may include "education records" as defined under the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"). To the extent that **Finalsite** collects or processes personally identifiable information in education records in the course of providing Services under this Agreement, then it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by **Customer** for these purposes as a "school official" with legitimate educational interests. In this regard, **Finalsite** will comply with its responsibilities as a school official under FERPA. Similarly, **Customer** will comply with the responsibilities applicable to **Customer** under FERPA.

9.05 Revisions or corrections to Student Data may only be made by Authorized Users of **Customer** and not the student, parent or legal guardian directly. A student, parent or legal guardian of a student may review personally identifiable information contained in the Student Data directly through use of the SaaS Services and may correct erroneous information, if any, to such information by informing the **Customer** in writing specifying: (i) the name of the applicable student; (ii) a detailed description of the Student Data to be corrected; (iii) the appropriate correction, if known. In the event **Finalsite** receives a correction request directly concerning any Student Data, it will notify **Customer** promptly and direct the student, parent or legal guardian to the **Customer** for a response, or upon the written request of **Customer** containing such information as described in this subsection, **Finalsite** will correct the applicable Student Data using the information contained in **Customer**'s written notice. Such requests must be addressed to **Finalsite** at the address set forth in Section 9.02 above. **Customer** shall be solely responsible and liable to the Student and any other party, and shall ensure that **Finalsite** shall have no responsibility or liabliity, in connection with the content of such modification request (including any errors contained therein) or Finasite's revisions or corrections to Student Data in accordance with such request.

9.06 **Finalsite** will report in writing to **Customer** after its discovery of any unauthorized release, disclosure or acquisition of Student Data not permitted or required by this Agreement or any **Order** in accordance with the requirements of applicable law. Following discovery, **Finalsite** will conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition and the identity of the affected students. **Finalsite** will use reasonable efforts to mitigate the potential harm caused by such unauthorized release, disclosure or acquisition.

9.07 **Finalsite** will not sell, rent or trade any Student Data, except in connection with the change of control or acquisition of **Finalsite**'s business and in such event the successor-in-interest to **Finalsite** shall be subject to the provisions of this Agreement.

9.08 Upon termination of this Agreement and all Orders hereunder, Student Data shall be deleted and not retained by **Finalsite** and **Customer** shall not have access to any Student Data following the effective date of termination unless a student, parent or legal guardian of a student establishes or maintains an electronic account with **Finalsite** for the purpose of storing student-generated content.

9.09 For purposes of this Agreement, the following definitions shall apply:
(a) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (i) Created or provided by a student or the parent or legal guardian of a student, to **Finalsite** in the course of the student, parent or legal guardian using the SaaS Services for school purposes, (ii) created or provided by an employee or agent of **Customer** for school purposes, or (iii) gathered by **Finalsite** through the operation of the SaaS Services and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;
(b) "Student record" means any information directly related to a student that is maintained by the **Customer** or any information acquired from a student through the use of the SaaS Services, except "student record" does not include De-identified student information (defined below) allowed under this Agreement to be used by **Finalsite** for the purposes described in Section 10.03 below.;
(c) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs; "student-generated content" does not include student responses to a standardized assessment.

(d) "De-identified student information" means any Student Information that has been altered to prevent the identification of an individual student.

10. Consent to Use/Transfer

10.01 **Customer** warrants and represents that it shall obtain all consents necessary for **Finalsite** to provide the Services in connection with the **Customer** Materials, and otherwise use **Customer** Materials pursuant to the Agreement, including those consents related to the collection of Personal Information from children under the age of 13 in compliance with the Children's Online Privacy Protection Act, as amended ("COPPA"), consents necessary under FERPA to enable **Finalsite**'s provision of Services hereunder, and other consents necessary for the protection and use of the Personal Information and Student Data under applicable law and regulation. **Finalsite** shall be entitled to rely on this Agreement as **Customer**'s representation that all necessary consents have been obtained and **Finalsite** shall not be required to independently verify such fact or compliance by **Customer** with applicable law with respect thereto.

10.02 **Customer** further represents and warrants that the use of Personal Information and other **Customer** Materials by **Finalsite**, in accordance with the terms of the Agreement, is not in violation of any applicable law or regulation, or in breach of any covenant or obligation of confidentiality that **Customer** has to any person or entity. **Customer** acknowledges that **Finalsite** has no responsibility to review or monitor any **Customer** Materials including reviewing or determining the legality, accuracy or completeness of **Customer** Materials. **Finalsite**, however, reserves the right to take any action with respect to the Services that **Finalsite** deems necessary or appropriate in its sole discretion, if **Finalsite** reasonably believes **Customer**'s use of the Services could create liability for **Finalsite**, its affiliates and/or its suppliers or could compromise or disrupt services provided to other clients.

10.03 **Customer** acknowledges and agrees that, in the course of **Finalsite** providing Services hereunder, **Finalsite** may provide access to **Customer** Materials to employees, affiliates, subcontractors and third party service providers ("Representatives") who have a legitimate need to access such information in order to provide their services to **Finalsite** as part of **Finalsite**'s provision of Services to **Customer**. By way of example, Representatives include third parties who provide back-up, hosting, support and business recovery services. Representatives shall be required to maintain the confidentiality of all Personal Information, Student Data and other Confidential Information of **Customer**.

10.04 In addition, **Customer** agrees that **Finalsite** may collect, use and disclose data which is generated, collected or derived in connection with the use of the SaaS Services by **Customer** and its Authorized Users, including data derived from the **Customer** Materials to: (a) determine usage trends, (b) conduct research and development (including enhancing its products and services), (c) collect and analyze cookies and other metadata, (d) create analytics and (e) for other business purposes; provided that such data shall be de-identified (such that it will not identify **Customer** or its Authorized Users) and aggregated (collectively, "De-Identified Data", which includes De-identified student information defined in Section 9.09(d) above). Subject to the above conditions, **Finalsite** shall own all De-Identified Data.

11. Customer Responsibilities.

11.01 In addition to its other responsibilities as set forth in this Agreement, **Customer** is solely responsible for and assumes all liability relating to (i) decisions about **Customer**'s computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by **Customer** to access and use the SaaS Services as contemplated in this Agreement; and (iii) provision and maintenance of all domains and URLs used by **Customer** and its Authorized Users to access the SaaS Services.

11.02 **Customer** and its Authorized Users shall comply with all applicable law and governmental regulation in their respective execution, delivery and performance of this Agreement and access and use of the SaaS Services.

11.03 **Customer** represents and warrants, and shall ensure that it and all Authorized Users shall not: (i) use the Services, in whole or in part, to store, initiate or transmit material (including **Customer** Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing (i. e. spam), in violation of third-party privacy or property rights, or otherwise tortious or in violation of applicable law: (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease; and, (v) without **Finalsite**'s prior written consent, imply or state, directly or indirectly, that **Customer** is affiliated with or endorsed by **Finalsite**; or, publicize the existence of the Agreement, or any of its terms. **Customer** will use best efforts to prevent and/or block any prohibited use, and will cooperate with **Finalsite** to prevent or cease such use from continuing. **Customer** will notify **Finalsite** immediately, in writing, if it knows or has reason to know that that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall be solely responsible and liable, and shall ensure that **Finalsite**, its officers, directors, representatives and its affiliates are not responsible or liable, for such violative use.

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12. Term of the Agreement/Orders.

This Agreement shall become effective on the effective date of the first **Order** entered into by **Customer** and **Finalsite** and shall continue through the termination date of all Orders hereunder (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any **Order** shall be stated in the **Order**, provided however that unless otherwise provided in any **Order**, the term of each **Order** shall automatically renew for successive terms of equal duration to the initial term stated therein unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

13. Termination

13.01 In the event either party defaults in any obligation in this Agreement or any **Order**, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.02 Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.03 Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect.

13.04 **Customer** shall have the right to terminate an **Order** for convenience if it first meets each of the following conditions: (i) it must provide **Finalsite** with at least sixty (60) days prior written notice of the effective date of such termination of the applicable **Order**; (ii) it must pay **Finalsite**, as and when due, all fees and expenses which are due for Services provided through the effective date of such termination for convenience; and (iii) it must additionally pay **Finalsite**, prior to the effective date of termination, an amount equal to the full amount of the fees owed to **Finalsite** for all periods from the effective date of termination through the end of the then-current term of the applicable **Order**.

13.05 **Customer** commits that it has sufficient available funds to pay for the Services purchased under each **Order** through at least the end of the then-current fiscal year. If, for any fiscal year thereafter during which an **Order** is in effect, sufficient funds are not appropriated by **Customer**'s public funding body to pay in full the fees due under such **Order** for that fiscal year, then **Customer** shall have the right to terminate the **Order** by providing **Finalsite** with written notice of termination at least ninety (90) days (or, if later, promptly upon becoming aware of the non-appropriation) prior to the first day of the fiscal year for which sufficient funds will not be available and by paying **Finalsite** in full for all fees and expenses due through the end of the then-current fiscal year. **Customer** agrees that the termination rights set forth in this Section 13.05 will not apply if any funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by **Finalsite** hereunder. **Customer** agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all **Order** under this Agreement, such funds were withdrawn by its funding body.

13.06 Termination of this Agreement or any **Order** shall terminate all Services provided by **Finalsite** thereunder, and **Customer** and its Authorized Users shall cease all use of the applicable Services on the effective date of termination or expiration. The due dates of all payments owed by **Customer** to **Finalsite** under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

Finalsite may utilize third party subcontractors and/or service providers to perform, or support performance of, any Services under this Agreement in its sole discretion, subject to the terms of Section 10.03 above to the extent applicable. In such event, **Finalsite** shall not be relieved from its obligations under this Agreement.

15. Fees and Expenses

15.01 The fees and general scope of the services purchased by **Customer** shall be as described in the applicable **Order**, which is made part of this Agreement.

15.02 In addition to the fees described above, all out-of-pocket expenses incurred by **Finalsite** in connection with the Services which are pre-approved by **Customer** (including in an **Order** or a Statement of Work) shall be invoiced by **Finalsite** at actual cost after the corresponding onsite Professional Services are completed.

15.03 Unless otherwise provided in an **Order**, **Finalsite** will invoice **Customer** on an annual basis, payable in advance. Payment for the invoice covering the first year of this Agreement, which may include subscription fees, Deployment Services fees and other fees as described in the **Order**, is due and payable within thirty (30) days of the effective date of the **Order** unless otherwise stated in the applicable **Order**. Thereafter, unless otherwise specified in the **Order**, **Finalsite** will invoice **Customer**, for each subsequent period of the initial term and for each renewal term, on each annual anniversary of the effective date of the **Order**. Invoices (including invoices for expenses under Section 15.02 and invoices for any Services other than the subscription fees for the SaaS Services) shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, all overdue unpaid amounts shall carry interest at the rate of 1.0% per month, or the highest rate allowed by applicable law, whichever is less, until payment is received by **Finalsite**. All fees incurred by **Finalsite** for collections (including attorneys' fees) must be paid or reimbursed by the **Customer**. All invoices shall be sent to **Customer** at the billing address set forth in the **Order**.

15.04 **Customer** shall be responsible for the payment of, or reimbursement of **Finalsite** for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon **Finalsite**'s net income). Upon request, **Customer** shall furnish to **Finalsite** evidence of payment of any taxes payable by **Customer**. If **Customer** is exempt from the payment of any such taxes, **Customer** will provide **Finalsite** with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.01 In the course of performance of this Agreement, the **Parties** may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by **Finalsite** from third parties; (ii) the distinctive methods or procedures which **Finalsite** uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) the terms and pricing under this Agreement, (iv) each Party's business processes and strategies, (v) all portions of the **Customer** Materials which are treated as confidential by **Customer**; and (vi) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.02 Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to a Party's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes. Notwithstanding the above, the parties recognize that as a public agency, the Customer may receive a request to produce records according to the California Public Records Act (Government Code section 6250 et seq.) ("PRA") or other applicable local, state or federal law ("Public Disclosure Laws") In the event that the Customer receives a request to produce records that include, in whole or in part, Finalsite's Confidential Information, the Customer shall notify Finalsite of such request, who will then have an opportunity to pursue its rights in court.

17. Warranties and Representations; Limitations & Disclaimers

17.01 **Finalsite** warrants to **Customer** that for a period of ninety (90) days from execution of this Agreement, the SaaS Services will substantially perform in all material respects the functions described in **Finalsite**'s then-current standard documentation (i.e., online user manuals, online help or other such guides which are made available by **Finalsite** as part of the SaaS Services) for the applicable SaaS Services when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable **Order**. **Customer**'s sole and exclusive remedy for a breach of this warranty shall be that **Finalsite** shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to the applicable non-conformity in the operation of the SaaS Services .The foregoing warranties shall not apply in the event : (i) **Customer** or its Authorized Users use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and any **Order**; (ii) **Customer** or its Authorized Users use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors occur in the SaaS Services or Data resulting from **Customer**'s or its representatives' configuration or manipulation of the SaaS Services, in each case not specifically

recommended in writing by **Finalsite**; or (iv) reduced performance or non-availability of the Services result from failure of network connections, or other factors, beyond the reasonable control of **Finalsite.**

17.02 **Finalsite** represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of **Finalsite**, duly authorized by all necessary action on the part of **Finalsite**; and (ii) the execution, performance and delivery of this Agreement by **Finalsite** are within **Finalsite**'s corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of **Finalsite**, (b) any law, rule, regulation, judgment, order or decree applicable to **Finalsite**'s performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by **Finalsite**, or any agreement to which **Finalsite** is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.03 **Finalsite** will exert commercially reasonable efforts to help promote **Customer**'s ability to comply with certain requirements of the Americans With Disabilities Act through the use of available features of the SaaS Services.

17.04 **Customer** represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of **Customer**, duly authorized by all necessary action on the part of **Customer**; (ii) **Customer** has full authority to act on its behalf as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by **Customer** are within **Customer**'s organizational powers, have been duly authorized by all necessary action on the part of the **Customer**, and do not and will not violate (a) the applicable organizational documents of **Customer**, (b) any applicable law, regulation, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by **Customer**, or any agreement to which **Customer** is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement.

17.05 It is **Customer**'s responsibility to determine the suitability of the SaaS Services for **Customer**'s use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.06 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, FOR ALL CLAIMS BY CUSTOMER, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, CUSTOMER'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY CUSTOMER UP TO THE ACTUAL AMOUNT PAID BY CUSTOMER TO FINALSITE UNDER THE APPLICABLE ORDER (I.E., THE ORDER GIVING RISE TO THE LIABILITY) DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.07 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL FINALSITE OR ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

18. Modifications/ Amendments.

This Agreement and any **Order** can only be modified by a written agreement signed by persons authorized to sign agreements on behalf of the parties.

19. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

20. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the **Parties** shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

21. Relationship of Parties.

The **Parties** are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the **Parties**. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel, including, without limitation, federal and state income tax withholding, FICA, FUTA and state payroll taxes, as may be applicable.

22. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by **Customer**, in whole or in part, without the prior written consent of **Finalsite**, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer or assign this Agreement in connection with a Change of Control of such Party. This Agreement shall be binding upon and inure to the benefit of the **Parties** and their respective successors and assigns. For purposes of this Agreement, "Change of Control" shall mean the sale or other transfer of (i) all or substantially all of a Party's assets; or (ii) 50% or more of the capital stock or other equity interests of a Party, including by merger, consolidation or similar transaction; or (iii) the transfer of majority voting control of a Party.

23. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer hackers, denial of service attacks, software viruses, telecommunications slow-downs or failure, erroneous data transmission, or causes which could not with reasonable diligence be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

24. Entire Agreement.

This Agreement, including any and all Orders, Exhibits, Schedules, Appendices, Attachments and material incorporated by reference, contains the entire agreement of the **Parties** relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the **Parties** and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the **Parties**, including any purchase order. For clarity, while **Customer** may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

25. Mutual Indemnification.

25.01 **Finalsite** shall defend, indemnify and hold **Customer** and **Customer**'s officers, directors, employees, and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs incurred by **Finalsite** in defending a covered claim) to the extent caused by (i) any willful misconduct of **Finalsite** ; and/or (ii) the infringement by the SaaS Services, in their as-delivered, unaltered form, of a U.S. copyright, a U.S. patent issued as of the date on which the applicable **Order** is entered into by the parties, or a U.S. registered trademark of a third party; provided that **Customer** shall (a) promptly give written notice of such claim to **Finalsite**; (b) give **Finalsite** sole control of the defense and settlement of such claim; and (c) promptly provide to **Finalsite** all available information and assistance reasonably requested by **Finalsite** in defending such claim. **Finalsite** shall have no indemnification obligation, and **Customer**

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shall defend, indemnify and hold **Finalsite** and its officers, directors, employees, attorneys and agents harmless from and against any and all third party claims arising from any alleged infringement of any third party intellectual property rights arising from the combination of any SaaS Services with any of **Customer**'s products, service, content, web service, hardware and/or business process(s).

25.02 Except to the extent expressly prohibited by applicable law, including applicable laws providing for the sovereign immunity of government entities, **Customer** shall indemnify and hold **Finalsite**, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent caused by : (i) any willful misconduct of **Customer**; (ii) the infringement by the **Customer** Materials, and/or any Third Party Technology provided to **Finalsite** or input into the SaaS Services by **Customer** or its Authorized Users, of the intellectual property rights of a third party; (iii) the nature, substance or content of the **Customer** Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the **Customer** Materials, and/or other claims; (iv) **Customer**'s failure to assume liability or responsibility where it expressly agrees to do so hereunder; and (v) **Customer**'s or its Authorized Users' failure to access and use the SaaS Services in compliance with the restrictions or prohibitions set forth in this Agreement and/or applicable law and regulation; provided in any such case that **Finalsite** (a) gives written notice of the claim promptly to **Customer**; (b) gives **Customer** sole control of the defense and settlement of the claim (provided that **Customer** may not settle or defend any claim unless **Customer** unconditionally release **Finalsite** of all liability and such settlement does not affect **Finalsite**' business or Service); (c) provides to **Customer** all reasonably available information and assistance; and (d) has not compromised or settled such claim.

26. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. **Customer** waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved by binding arbitration in Hartford, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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SCHEDULE 1
Service Level Agreement

This Service Level Agreement ("SLA") sets forth the Service Level(s) applicable to the Hosting Services and Support Services provided by **Finalsite** for the **Finalsite** SaaS Services. This SLA forms a part of the Agreement between **Customer** and **Finalsite** with respect to the provision of the SaaS Services by **Finalsite** and is incorporated into the Agreement by reference.

1.Hosting/ Availability of the SaaS Services

Service Level	Service Level Commitment	Measurement Window
Availability	99.5%	Monthly

For Purposes of this SLA, the following definitions shall apply:
"Availability" shall mean the portion (in percentage terms) of Scheduled Uptime that the Hosting Services are actually Available for Use.
"Available For Use" shall mean that all of the supported functions and features of the Hosting Services are capable of sending and receiving data to and from the Internet.
"Scheduled Uptime" shall mean the difference between (i) the total time Available for Use during each month and (ii) the sum of the time during which **Finalsite** may perform Scheduled Maintenance plus Excluded Time (as defined below).
"Scheduled Maintenance" shall mean maintenance performed by **Finalsite** during regularly scheduled maintenance windows, which normally shall occur during off-peak hours, or such other times **Finalsite** may determine, provided it shall provide **Customer** at least three (3) days' advance notice of such maintenance ("Scheduled Maintenance Window"). Notice of Scheduled Maintenance may be by email to **Customer**.
"Excluded Time" shall mean any period of time that the Hosting Services are not Available For Use due to the following:

- Emergency maintenance;
- Interruptions in third party networks that prevent Internet users from accessing the Hosting Services; or
- Interruptions in utility service, provided that the **Finalsite** hosting environment is served by redundant utility connections entering the facility at which the Hosting Services are provided.

2. Availability Service Credits
a. Customer must notify **Finalsite** in writing of any failure to meet the Availability Service Level and request a Service Level Credit, if appropriate.
b. In the event **Finalsite** fails to meet the Availability Service Level Commitment more than three (3) times in any rolling twelve (12) month period, upon the written request of **Customer, Finalsite** will extend five (5) days of hosting service to the **Customer** at no additional charge (the "Service Credits"). Such Service Credits will be allocated to the **Customer** annually on the anniversary date of the applicable **Order** for the SaaS Services.
c. The Service Credits described above shall be the sole and exclusive remedy for **Finalsite**'s failure to meet the Availability Service Level Commitment.

3. Backup Process
Finalsite will back-up or cause daily and weekly back-ups of Data (excluding **Customer** logos and trademarks) on-site and to an off-site location chosen by **Finalsite.**
4.Hosting / Bandwidth / Storage Obligations
Finalsite will provide and will be responsible for creating and maintaining the hosting, bandwidth and storage obligations as set out within the **Order.** If the **Customer** exceeds the limits defined in the **Order, Finalsite** shall not be held liable for any performance related issues which arise from use outside of these limits and may, at its discretion, charge for any excess use of these obligations.

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Statement of Work: Best-in-Class

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of services to be performed pursuant to the Ed Tech JPA Purchase Agreement: RFP No. 20/21-02 Web Design & Hosting ("PA") Master Agreement (the "Agreement") and Finalsite Order ("Order") by and between Active Internet Technologies, dba Finalsite ("Finalsite") and Fresno Unified School District ("Participant)" which terms are incorporated herein by reference. Finalsite and Participant shall be referred to collectively as the "Parties". All capitalized terms shall have the same meaning given to them pursuant to the PA, unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this SOW and the terms and conditions of the PA and Order, this SOW will prevail in connection with the Services described in this definition of scope.

Project Summary

The Best-in-Class (BIC) Design is an advanced custom-designed website solution that includes an Onboarding phase, a Site Deployment phase and an Adoption phase. The Onboarding Phase has a default duration of 2 to 6 weeks and includes an introduction to key resources, tools and training to help prepare the Client. The Site Deployment phase includes the website development for the District and a School template that allows schools within the district to have individualized sites using their logo, colors, fonts, imagery and content. This package has a default project plan duration of 27 to 35 weeks and covers software enablement, design implementation and warranty/launch. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team. The final Adoption phase will be an ongoing process that will include you, Finalsite support and your Participant Success Manager.

Scope of Services

Pre-Deployment Onboarding Phase

- Enable MavenLink Project Management software
- Provide online resources and services, including product videos and best practice documentation for drafting a sitemap and gathering content.
- Provide live Q&A sessions to assist with getting prepared for Deployment kick-off
- Finalize the Success Plan in collaboration with Finalsite
- Assign project team members at end of Onboarding Phase

Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Participant personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite's primary point of contact in communicating and coordinating with the Participant.
- Finalize Project Plan with completion dates for respective milestones.
- Provide bi-weekly status report of project status to stakeholder Parties.
- Parties will meet remotely once per week (day and time TBD) for a weekly status meeting.

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- Project Management allowable time for the scope of work per the contract to support all three main project phases include 80 hours.
- Set up software platform and activate purchased modules and storage space per the contract.

Design Deliverables

- Create one custom graphic design for the homepage (the "Design Theme"), to review with up to four rounds of revisions with allowable project time of up to 100 hours[1].
    - The homepage design will contain a header, footer, up to six content areas and generally up to three interactive design features, as per the design package.
- Create one Lower Level Page to review with up to three rounds of revisions with allowable project time of up to 60 hours[1].
    - The Lower level page design includes a content style guide that comprises 20+ content styles.
- Create one Landing Page to review with up to three rounds of revisions with allowable project time of up to 20 hours[1].
- Design and develop a navigational system to support the site structure based on the Participant provided sitemap.
- Participant selects two Best Practice Asset (BPA) from Finalsite's Library of BPA's.
    - Each BPA may be traded in for up to 20 hours of custom site work. The hours are inclusive of design, production and project management hours needed to complete the task.

School Sites Design Deliverables

- The structure of the custom District design will be used for the design of the School site template and includes one round of revisions to accommodate design requirements to support School Homepage content needs. Allowable time for this deliverable is up to 30 hours.[1]

Production Deliverables

- Develop cascading style sheets ("CSS") to build the homepage and lower level layouts based on the approved design within the Finalsite Content Management System ("CMS").
- Ensure that CMS elements are developed and styled appropriately based on the approved design.
- Implement any specific functionality and interactive components per the approved design.
- Develop a responsive implementation of the desktop design to appropriately resize and refactor for mobile and tablet devices.

Technical Services

- Perform 3-part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Designer, Front-End Developer, and QA Specialist) and amend errors as needed.
    - Part 1: Design Review to inspect the built out design against the approved design(s).

[1] Project hours are inclusive of Project Management, Design and Development time.

  - Part 2: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
  - Part 3: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this SOW.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Participant follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Participants located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's design team aware of these considerations prior to the design phase.
- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Participant is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

Accessibility

- Finalsite will use the AudioEye Digital Accessibility Platform to scan and report errors on each domain after configuration of logo, colors and fonts during the QA phase of the implementation process and will address A/AA level errors and warnings set forth from the WCAG 2.1 standards.
- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, module elements. Warnings which are presented in the Audio Eye Compliance report do not indicate an error; they are indicators for a manual check and commonly remain notated in the report after resolution.

Training

- Finalsite Project Manager will work with Participant to provide an overview of the Training Portal and define the necessary steps to learn the software and tools to contribute to the site. If subsequent training and education of the platform is required due to Participant circumstances (e.g. new team members, turnover, etc.) and the training portal is not adequate, these efforts will be handled under a separate statement of work.
- Participant will attend training webinars, utilize on-demand training videos and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.

Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Participant using the exact columns and format.

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- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (SSO) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Participant's system environment.
- Ultimately, Participant is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Participant identify the correct personnel to work with Finalsite during these efforts.

Content Services

- Participant will select one option from the two content services as set forth below:
    1. Content Migration for 15 pages in which Finalsite will move content from the current site into the Finalsite Platform; this includes the migration of static text, external hyperlinks, internal hyperlinks to documents and inline images from the main content area of the pages contained in the content map. There may be special provisions in your PA that impact this.
        - The Participant is responsible for providing a content map. This file states the page URL for the current site and the URL of the new page which the content will be moved into.
        - Standard styling will be inherited in the site and generally include H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
        - Participant is responsible for any content modifications they'd like completed after the migration is delivered. This could include but is not limited to modifying the page layout to utilize new features the Finalsite platform affords them and re-styling any content using the custom styles designed for the Finalsite website.
    2. Layout Optimization for 5 pages in which Finalsite will optimize each page's appearance by utilizing Finalsite's CMS Composer and content features such as: page layouts/layout elements, content display elements, standard styling, and custom content styles designed for the Finalsite website.
        - Participant must add all desired content to all selected pages before Finalsite completes the Layout Optimization service; only content present on the pages at the time of service will be optimized.
        - Layout Optimization is a one-time setup and at Finalsite's discretion. There is no review period or continued work by Finalsite for this deliverable; Participant is responsible for all subsequent updating of the selected pages.
- If no additional content migration has been included in the Order, Participant is responsible for migrating the remainder of content from the current site into the Finalsite Platform.
- Content Migration and Layout Optimization are not transferable and cannot be traded for other deliverables such as custom design and coding.
- Content Migration and Layout Optimization are Deployment deliverables and, if not used by the end of the Warranty Phase of the Deployment project, will be considered forfeited.

FINALSITE

Warranty

- The warranty period begins after the production and QA phases and any concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 30 calendar days.
- Parties will meet remotely once per week (day and time TBD) for the duration of the 30-day warranty period; this time is reserved to close out any remaining questions, training guidance, and general site issues or inquiries.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG 2.0 standards.
- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

Launch

- As per the PA, both Parties will agree to the terms, if any, set forth in the PA and Order that will govern the Warranty and Site Launch Phases.
- Launch date will be coordinated by both Parties and mutually agreed upon a minimum of 10 days in advance of this date.

Project Assumptions & Related Notes

1. Participant will complete the Onboarding process, which includes successfully logging into Mavenlink, reviewing materials, finalizing the Success Plan, and attending Q&A sessions as appropriate.
2. Participant will designate a Project Manager who will be regularly available to meet with Participant's personnel and Finalsite's personnel regarding this project.
3. Participant Project Manager will be responsible for managing and delegating resources as required to meet both Participants and Finalsite's deliverables per this SOW.
4. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
5. Participant will work with Finalsite Project Manager to define feedback durations and define a mutually agreed to timeline.
6. Participant and internal web team will complete/submit one Design & Marketing survey submission.
7. Participant will complete the Finalsite Sitemap Template, to be provided by Finalsite, to define Navigation and Pages of the website:
    a. The development site, default navigation, and pre-populated pages within the CMS will be based off of this document.
    b. Any subsequent editing of the page list/sitemap after initial setup will be done by the Participant through the Finalsite CMS.
8. Participant will provide documented Brand Guidelines for the school site and will include:
    a. A vector .eps file of the logo
    b. Approved brand fonts

FINALSITE

c. Brand colors with web color codes
d. Approved Sitemap structure

9. Participant will provide at minimum 10-15 high quality photographs.
10. Participant will add in all content for the development site including text and files
11. Participant will upload images to the development site, inserting desired images and managing any media or slideshows.
12. Participant will provide timely feedback on revisions based on timing provided in the plan (note that the next round of revisions will not proceed until feedback is received).
13. Participant will provide feedback as a complete list before any revisions are started during each project phase where Participant Feedback is assigned.
14. Participant will provide written approval for all design features included with the design package purchased.
15. Participant will make the DNS switch to launch the new website.
16. Participant will delete sample data and content that is installed with the software.
17. Participant will provide all data in prescribed data templates.
18. Participant is responsible for any active search engine optimization (SEO) tasks. The Finalsite CMS and included modules are designed with many structural SEO features universal to good website design, but the proactive optimization of the Participant's site is necessarily unique to the Participant's goals and is beyond the scope of this agreement.
19. Participant is responsible for monitoring any local laws and regulations in relation to content on the webpage.
20. Participant is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
21. Every Finalsite contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite (Compatible Payment Gateways) will include an additional setup and annual licensing fee for Finalsite's Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.
22. If at any point Participant requests to add customization that exceeds the scope of services set forth in the Order, Finalsite will provide a change order with the additional cost and a revised timeline.

Project Schedule

Finalsite will work with the Participant to create a formal project plan which is mutually agreed upon and set to the desired completion date. Both parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Participant before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Participant will issue a revised timeline that is mutually agreed upon.

High-Level Overview of Milestones and Expectations for the Project Duration

Creative Services Comparison Guide

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

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 Amended Inter Jurisdictional Exchange Agreement Between Fresno Unified School District and State Center Community College District

ITEM DESCRIPTION: Included in the Board binders is an amended Inter Jurisdictional Exchange Agreement between Fresno Unified School District and State Center Community College District from July 2022 Bundled contacts. Changes are reflected on the amended agreement that show an increase salary/benefit amount for District employee on loan to State Center Adult Education Consortium (SCAEC), Pang Vangyi, due to an increase in duty days. An increase in duty days reflects the increase in SCAEC membership from thirteen original members when Ms. Vangyi was hired to twenty-two current members. Ms. Vangyi serves the SCAEC as a Regional Transitions Counselor. The increase in membership necessitates the increase in duty days to better support SCAEC members. This notification of the change in duty days from 197 to 215 came after the original agreement was signed June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds in the amount of $415,578 are available in the Adult Consortium budget.

PREPARED BY: Rodney Branch
Principal IV, Cesar Chavez Adult School

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

CABINET APPROVAL: DR. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:

Board Approved
June 15, 2022
Agenda Item B-44

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

State Center Community College District/State Center Adul	1171 Fulton Street Fresno, CA 93721
Vendor Name	*Address*
559-324-6540	Yiefun Tan
Phone Number	*Vendor Contact*
From: July 1, 2022	Through: June 30, 2023
Term (Duration)	

FUSD Contract Administrator:

Rodney Branch	Fresno Adult School	559-457-6024
Name	*Site/ Dept*	*Telephone number*

Budget (Fund-Unit-Dept.-Activity-Object) 110-9029-0705-4110-2700-1310/110-9029-0705-4110-2100-1310

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, asrequired therein.* *Yes* ☐ *No* ☑

Scope of Work Summary:
Contract to continue 100% reimbursement to Fresno Unified School District from State Center Adult Education Consortium as it has occurred since 2014/15 for staff on loan. (Sherri Watkins, Pang Vangyi) in 2014/15 it was agreed that SCAEC required an office to oversee the Consortium plan involving 16 K-12 Districts and the State Center Community College District. Fresno Unified School District was selected as the Consortium hiring agent. Fresno Unified employees were loaned to the SCAEC office. These loans are 100% reimbursed to Fresno Unified. A 10% cushion has been added to each contract to accommodate any changes in contract.

Contracts attached: Sherri Watkins - $223,241.40 / Pang Vangyi - ~~$177,764.80~~ $192,336.10 SW
Total ~~$307,006.50~~ $415,577.80 SW

08/24/22
~~8/10/22~~
Date Item is to appear on Board of Education Agenda: ~~6/15/22~~ *Agenda Item #* *(Contracts of $15,000.00 or more)*

Reviewed & approved by Cabinet Level Officer: Brian Wall 5/17/22
Signed *Date*

Reviewed & approved by Executive Director, Risk Management: 5/21/2022
Signed *Date*

Please return signed contract to: Becky Castro
Name

Fresno Adult School
Department

STATE CENTER COMMUNITY COLLEGE DISTRICT
CONTRACT/AGREEMENT/GRANT APPROVAL COVER SHEET

Title of Contract/Agreement/Grant: FY 22-23 SCAEC MOU - FUSD

Contract/Agreement/Grant Type: FY 22-23 SCAEC Employee Contracts

☐ New (If yes, may require Board approval)
☐ Continuing (no changes)
☐ Continuing (with changes, note changes in description)
☐ Addendum to existing

☐ SCCCD Generated
☐ Requires Legal Review
☐ Requires Insurance (If yes, complete insurance form)
☐ Resolution Required Board approval required

Contract/Agreement/Grant: ☐ Application ☐ Final

Total Amount: ~~$207,006.59~~ $415,577.80 SW

Date final approved: _____

Yr 1: _____ Yr 2: _____ Yr 3: _____ Yr 4: _____ Yr 5: _____

Budget No. 12-10-835035-CT1 Match: _____ Period: 2022-2023

Description/Notes (Explanation of grant/agreement and changes from prior agreement, if any):
Inter Jurisdictional Exchange Agreement between State Center CCD and Fresno USD for the following State Center Adult Education Consortium (SCAEC) employees on loan : Sherri Watkins, and Pang Vangyi. The SCAEC is comprised of 16 K-12 districts and State Center CCD. State Center CCD is serving as the fiscal agent for the consortium and Fresno USD is the consortium's hiring agent. Additional amount was budgeted to the MOU to serve as a cushion to anticipate for changes in the personnel costs during FY22-23. Reimbursement for salary and benefits will be based on actual expenditures incurred by Fresno USD to be reflect on the actual invoice(s) to State Center CCD, not to exceed the maximum amount on the agreement.

Contract Attached:

Sherri Watkins	$223,241.70	
Pang Vangyi	~~$178,784.89~~	$192,336.10 SW
Total	~~$207,006.59~~	$415,577.80 SW

Insurance (If requested):

Approval Signatures:

Yiefun Tan
Initiator:
Title: Budget Specialist Date: 3/14/22

Sherri Watkins
Title: Executive Director Date: Mar 14, 2022

Jerome Countee
Title: Vice Chancellor Date: Mar 14, 2022

Title: VC, Human Resource Date: Mar 21, 2022

PLEASE NOTE: UPON EXECUTION OF CONTRACT, A COPY MUST BE SENT TO THE OFFICE OF THE VICE CHANCELLOR OF FINANCE AND ADMINISTRATION.

INTER JURISDICTIONAL EXCHANGE AGREEMENT
BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT AND
STATE CENTER COMMUNITY COLLEGE DISTRICT

This Agreement is entered into by and between Fresno Unified School District (hereinafter referred to as "FUSD") and the State Center Community College District (hereinafter referred to as "State Center"). Upon expiration of the Agreement or in the event this Agreement is otherwise terminated before June 30, 2023, Ms. Vangyi will return to her FUSD position as Counselor or, with Ms. Vangyi's voluntarily written agreement, to an equivalent position for which she is qualified.

1. FUSD hereby agrees to release (exchange) Pang Vangyi to serve on a 100% basis as "Counselor," for the State Center Adult Education Consortium (California Adult Education Program funding according to AB 104 Legislation). Mrs. Vangyi shall serve in such exchange capacity from July 1, 2022 through June 30, 2023.

2. Said "State Center Adult Education Consortium" is funded by the California Adult Education Program according to AB 104 Legislation.

3. Mrs. Vangyi shall continue to receive his/her full salary and benefits paid by FUSD but State Center shall reimburse FUSD for such salary and benefits as paid to Mrs. Vangyi for all services performed for the State Center Adult Education Consortium (California Adult Education Program according to AB 104 Legislation) from July 1, 2022 through June 30, 2023. It is understood that Mrs. Vangyi will remain an employee of FUSD. Mrs. Vangyi will not become an employee of State Center Community College District.

4. State Center shall not be liable to reimburse FUSD for costs in excess of $192,336.10 ~~$173,764.80~~ unless and until this Agreement is amended to increase such maximum amount.

The breakdown of said sum for salary and benefits for Pang Vangyl are as follows:

Certificated Pupil Support-Regular	~~$121,944.00~~	$136,945.60
State Teacher Retirement-Cert	~~$23,294.40~~	$26,156.90
Medicare-Certificated	~~$1,767.70~~	$1,985.50
Health Benefits-Certificated	~~$16,414.20~~	$16,414.20
Unemployment Insurance-Cert	~~$608.10~~	$684.20
Workers Compensation-Cert	~~$1,951.40~~	$2,191.20
Retiree Benefits-Certificated	~~$6,383.30~~	$6383.30
Other Insurance	~~$1,402.50~~	$1,575.20
Total	~~$173,764.80~~	$192,336.10

5. FUSD may invoice State Center at the end of each thirty (30) day period for Mrs. Vangyl services during the term of this Agreement. "State Center" shall make payment to FUSD promptly upon receipt of each invoice. Invoices must reference Purchase Order No. (to be determined) and shall be mailed to the following:

State Center Community College District
State Center Adult Education Consortium
1171 Fulton Street
Fresno, California 93721
Attn: Acct Payable

6. Any duties assigned and/or expected of Mrs. Vangyl beyond those which constitute his/her contract time with FUSD shall be time outside of assigned FUSD working hours and shall not constitute any cost to State Center.

7. This Agreement may be terminated by State Center if, for any reason, Mrs. Vangyl should become unable to serve the State Center Adult Education Consortium

Project, or if sufficient funds are not available to continue the project on which Mrs. Vangyl is employed. In the event of such termination, State Center shall continue to reimburse FUSD for that portion of Mrs. Vangyi salary and benefits earned by him/her through the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date of last signature written.

FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

By: _____

Name: Santino Danisi

Title: Chief Financial Officer

Date: Jun 30, 2022

STATE CENTER COMMUNITY COLLEGE DISTRICT (State Center)

By: _____

Name: Julianna D. Mosier

Title: Vice Chancellor, Human Resources

Date: Mar 21, 2022

APPROVED AS TO FORM

5/11/2022

Andrew De La Torre, Executive Director
Benefits & Risk Management

INTER JURISDICTIONAL EXCHANGE AGREEMENT
BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
STATE CENTER COMMUNITY COLLEGE DISTRICT

This Agreement is entered into by and between Fresno Unified School District (hereinafter referred to as "FUSD") and the State Center Community College District (hereinafter referred to as "State Center"). Upon expiration of the Agreement or in the event this Agreement is otherwise terminated before June 30, 2023, Ms. Watkins will return to her FUSD position as Director or, with Ms. Watkins' voluntary written agreement, to an equivalent position for which she is qualified.

1. FUSD hereby agrees to release (exchange) Sherri Watkins to serve on a 100% basis as "Executive Director," for the State Center Adult Education Consortium (California Adult Education Program according to AB 104 Legislation). Ms. Watkins shall serve in such exchange capacity from July 1, 2022 through June 30, 2023.

2. Said "State Center Adult Education Consortium" is funded by the California Adult Education Program funds according to AB 104 Legislation.

3. Ms. Watkins shall continue to receive his/her full salary and benefits paid by FUSD but State Center shall reimburse FUSD for such salary and benefits as paid to Ms. Watkins for all services performed for the State Center Adult Education Consortium California Adult Education Program according to AB 104 Legislation from July 1, 2022 through June 30, 2023 It is understood that Ms. Watkins will remain an employee of FUSD. Ms. Watkins will not become an employee of State Center Community College District.

4. State Center shall not be liable to reimburse FUSD for costs in excess of **$223,241.70** unless and until this Agreement is amended to increase such maximum amount. The breakdown of said sum for salary and benefits for Sherri Watkins are as follows:

Certificated Supervisors & Admin-Reg	$161,910.10
State Teacher Retirement-Cert	$30,924.30
Medicare-Certificated	$2,347.40
Health Benefits-Certificated	$16,414.20
Unemployment Insurance-Cert	$809.60
Workers Compensation-Cert	$2,590.50
Retiree Benefits-Certificated	$6,383.30
Other Insurance	$1,862.30
Total	**$223,241.70**

5. FUSD may invoice State Center at the end of each thirty (30) day period for Ms. Watkins services during the term of this Agreement. "State Center" shall make payment to FUSD promptly upon receipt of each invoice. Invoices must reference **Purchase Order No. *(to be determined)*** and shall be mailed to the following:

State Center Community College District
State Center Adult Education Consortium
1171 Fulton Street
Fresno, CA 93721
Attn: Acct Payable

6. Any duties assigned and/or expected of Ms. Watkins beyond those which constitute his/her contract time with FUSD shall be time outside of assigned FUSD working hours and shall not constitute any cost to State Center.

7. This Agreement may be terminated by State Center if, for any reason, Ms.

Watkins should become unable to serve the State Center Adult Education Consortium Project, or if sufficient funds are not available to continue the project on which Ms. Watkins is employed. In the event of such termination, State Center shall continue to reimburse FUSD for that portion of Ms. Watkins salary and benefits earned by him/her through the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date of last signature written.

FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

By: _____

Name: Santino Danisi

Title: Chief Financial Officer

Date: Jun 30, 2022

STATE CENTER COMMUNITY COLLEGE DISTRICT (State Center)

By: _____

Name: Julianna D. Mosier

Title: Vice Chancellor, Human Resources

Date: Mar 21, 2022

APPROVED AS TO FORM:

5/21/2022

Andrew De La Torre, Executive Director
Benefits & Risk Management

FY22-23 Salary and fringe benefit projection provided by FUSD

1028819 Watkins, Sherri

ObjectCode	ObjectLongName	Amount	MOU
1310	Certificated Supervisors & Admin-Reg	$147,191.00	$161,910.10
3101	State Teacher Retirement-Cert	$28,113.00	$30,924.30
3341	Medicare-Certificated	$2,134.00	$2,347.40
3401	Health Benefits-Certificated	$14,922.00	$16,414.20
3501	Unemployment Insurance-Cert	$736.00	$809.60
3601	Workers Compensation-Cert	$2,355.00	$2,590.50
3701	Retiree Benefits-Certificated	$5,803.00	$6,383.30
5450	Other Insurance	$1,693.00	$1,862.30
		$202,947	$223,241.70

1020434 Vangyi, Pang

ObjectCode	ObjectLongName		Amount	MOU	
1210	Certificated Pupil Support-Regular	SW $124.496.00	~~$110,859.00~~	~~$121,944.90~~	$136,945.60 SW
3101	State Teacher Retirement-Cert	SW $23,779.00	~~$21,174.00~~	~~$23,291.40~~	$26,156.90 SW
3341	Medicare-Certificated	SW $1,805.00	~~$1,607.00~~	~~$1,767.70~~	$1,985.50 SW
3401	Health Benefits-Certificated	SW $14,922.00	~~$14,922.00~~	~~$16,414.20~~	$16,414.20 SW
3501	Unemployment Insurance-Cert	SW $632.00	~~$554.00~~	~~$609.40~~	$684.20 SW
3601	Workers Compensation-Cert	SW $1,992.00	~~$1,774.00~~	~~$1,951.40~~	$2,191.20 SW
3701	Retiree Benefits-Certificated	SW $5,803.00	~~$5,803.00~~	~~$6,383.30~~	$6383.30 SW
5450	Other Insurance	SW #1,432.00	~~$1,275.00~~	~~$1,402.50~~	$1,575.20 SW
		SW $174,851.00	~~$157,968.00~~	~~$173,764.80~~	$192,336.10 SW
	TOTAL BFY22-23 BUDPREP	SW $377,798.00	~~$360,915.00~~	~~$397,006.50~~	$415,577.80 SW

*Note: MOU amount allows 10% flexibility of the projected annual amount

Signature:

Email: ngia.lee@fresnounified.org

STATEC~1.PDF

Final Audit Report 2022-07-01

Created:	2022-06-22
By:	Ngia Lee (ngia.lee@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU4LjHZwVmOIF7JYrACFCMI9SXYNctwan

"STATEC~1.PDF" History

Document created by Ngia Lee (ngia.lee@fresnounified.org)
2022-06-22 - 10:44:21 PM GMT- IP address: 208.78.213.55

Document e-signed by Ngia Lee (ngia.lee@fresnounified.org)
Signature Date: 2022-06-22 - 10:55:37 PM GMT - Time Source: server- IP address: 208.78.213.72

Document emailed to Santino Danisi (santino.danisi@fresnounified.org) for signature
2022-06-22 - 10:55:40 PM GMT

Email viewed by Santino Danisi (santino.danisi@fresnounified.org)
2022-07-01 - 3:43:19 AM GMT- IP address: 104.47.57.126

New document URL requested by Santino Danisi (santino.danisi@fresnounified.org)
2022-07-01 - 3:43:23 AM GMT- IP address: 73.192.251.18

Document e-signed by Santino Danisi (santino.danisi@fresnounified.org)
Signature Date: 2022-07-01 - 3:52:46 AM GMT - Time Source: server- IP address: 73.192.251.18

Agreement completed.
2022-07-01 - 3:52:46 AM GMT

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022 **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 Proposed Revisions for Board Policies

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

- BP 1400 Relations Between Other Governmental/Agencies and The Schools
- BP 5141.52 Suicide Prevention
- BP 6146.1 High School Graduation Requirements/Standards of Proficiency
- E 9270 Conflict of Interest – Statement of Economic Form 700

These revisions meet the California School Boards Association recommendations, the California Department of Educations' Federal Program Monitoring requirements and best practices.

Revision recommendations are color coded as follows:
Yellow highlight - CSBA recommended language policy
Blue font – Clarification or readability changes
Peach font – Subcommittee recommendation
~~Red strikeout~~ – Recommended deletion
Grey font – New Policy, CSBA recommended
Green font – CDE/FPM required change
Green font – Legally mandated/reference changes
Purple font - Information change
Teal header – *New Policy, non-CSBA proposed

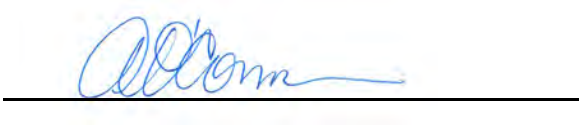
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

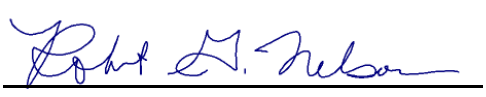
PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





DRAFT

Fresno Unified Board Policy (BP) 1400
Relations Between Other Governmental Officials/Agencies And The Schools

The Governing Board believes ~~recognizes~~ that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other **government officials/** and public agencies ~~at all levels of government share its concern and~~ that are responsible~~ility~~ for the health, safety**,** and well-being of children and ~~welfare~~ of youth. The Superintendent or designee shall initiate and maintain good working relationships with representatives of these **officials/**agencies in order to help district schools and students make use of the resources which governmental agencies can provide.

~~The Governing Board believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible for the health, safety, and well-being of children and youth.~~ The Board shall initiate and maintain good working relationships with representatives of local agencies to maximize student and family access to support services that will help students achieve to their highest potential.

The Superintendent and appropriate staff shall cooperate with government and public agencies in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a **Government Relations administrator** to ensure effective implementation of the district's responsibilities in any such collaborative project.

(cf. 1020 - Youth Services)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.4 - Child Abuse Reporting Procedures)
(cf. 5145.11 - Questioning and Apprehension)
(cf. 5145.12 - Search and Seizure)
(cf. 7131 - Relations with Local Agencies)

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions. All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity. ~~The district may enter into agreements with other agencies which involve the exchange of funds or reciprocal services. Such agreements shall be approved by the Board and executed in writing.~~

~~Elections/Voter Registration~~
~~If a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. If school sessions will continue, the Board shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)~~

~~*(cf. 6111 - School Calendar)*~~

~~When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere or interrupt the normal process of voting, and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to disabled persons. (Elections Code 12283)~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~

~~To encourage students to participate in the elections process when they are eligible, the Superintendent or designee may distribute to high school seniors voter registration forms provided by the Secretary of State. He/she shall determine the most effective means of distributing the forms, which may include but not be limited to distributing forms at the start of the school year, with orientation materials, at central locations, and/or with graduation materials.~~

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
10900-10914.5 Cooperative community recreation programs
12400 Authority to receive and expend federal funds
12405 Authority to participate in federal programs
17050 Joint use of library facilities
17051 Joint use of park and recreational facilities
32001 Fire alarms and drills
35160 Authority of governing boards
35160.1 Broad authority of school districts
48902 Notification of law enforcement agencies
48909 District attorney may give notice re student drug use, sale or possession
49305 Cooperation of police and California Highway Patrol
49402 Contracts with city, county or local health departments
49403 Cooperation in control of communicable disease and immunization
51202 Instruction in personal and public health and safety
ELECTIONS CODE
2145-2146 Distribution of voter registration forms
12283 Polling places: schools
WELFARE AND INSTITUTIONS CODE
828 Disclosure of information re minors by law enforcement agency
828.1 School district policy department; disclosure of juvenile criminal records

~~Management Resources:~~
~~WEB SITES~~
~~California Secretary of State: http://www.ss.ca.gov~~
~~California Voter Foundation: http://www.calvoter.org~~
~~Cities, Counties, and Schools Partnership: http://www.ccspartnership.org~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 26, 1991 Fresno, California
revised: March 10, 2004
revised: Summer ___, 2022

Policy Section: 1000 Community Relations

DRAFT

Fresno Unified Board Policy (BP) 3523
Electronic Signatures

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

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:
35252-35255 Records and reports
44031 Personnel file contents and inspection
49060-49079.7 Student records
8234 Electronic signatures; childcare and development programs

GOVERNMENT CODE:
1633.17 Uniform Electronic Transactions Act
1798.29 District records; breach of security
2 CCR 22000-22005 Public entity use of electronic signatures
5 CCR 16020-16022 Records, general provisions
5 CCR 16023-16027 District records, retention and destruction
5 CCR 430 Individual student records; definition
5 CCR 432 Student records
16.5 Electronic signatures
6252-6265 Inspection of public records
811.2 Definition of public entity
15 USC 7001-7006 Electronic Records and Signatures in Commerce Act
20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482 Individuals with Disabilities Education Act
34 CFR 300-300.818 Assistance to states for the education of students with disabilities
34 CFR 99.1-99.8 Family Educational Rights and Privacy Act

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: Fall __, 2022, Fresno, California

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 5141.52
Suicide Prevention

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Superintendent or Designee has developed and implemented preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

The governing board which serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017– 18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy ~~shall be~~ **has been** developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and ~~shall~~, **has** at a minimum, addressed procedures relating to suicide prevention, intervention, and postvention. The superintendent or designee ~~may~~ has also collaborated with Fresno ~~c~~County Department of Behavioral Health, Fresno County Superintendent of Schools, and/or city governments in an effort to align district policy with any existing community suicide prevention plans. (Education Code Section 215(a)(1))

The district's policy on pupil suicide prevention in grades 7-12, inclusive, ~~shall be~~ **is** readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (Education Code Section 234.6(b)(1))

The governing board which serves pupils in kindergarten and grades 1 to 6, inclusive, ~~shall~~, **has,** before the beginning of the 2020-21 school year, adopt**ed**, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive. The policy ~~shall be~~ **has been** developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; the county mental health plan, school-employed mental health professional, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and ~~shall~~, has at a minimum, addressed procedures ~~for~~ related to suicide prevention, intervention, and postvention. (Education Code Section 215(a)(2)(A))

~~(a)~~ The policy for pupils in kindergarten and grades 1 to 6, inclusive, ~~shall be~~ **has been** written to ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a pupil who is a Medi-Cal beneficiary. (Education Code Section 215(a)(2)(C))

The district's policy on pupil suicide prevention in kindergarten and grades 1 to 6, inclusive, ~~shall be readily~~ **is** accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy (Education Code Section 234.6(b)(2))

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at http://www.heardalliance.org/.

Prevention

A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Fresno Unified along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california
- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/how-use-social-media

Suicide Prevention Training and Education

The Fresno Unified School District along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices. (Education Code Section 215(a)(4))
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training utilizing Signs of Suicide. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death.

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
  - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;

- District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care;
  - Youth who have suffered traumatic experiences;

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/
- Free YMHFA Training is available on the CDE Mental Health Web page at http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at http://www.qprinstitute.com/
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at https://www.livingworks.net/safetalk/
- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at https://www.kognito.com/products/pk12/
- Signs of Suicide (SOS) for school staff uses video and interactive tools to teach adults how to recognize warning signs and risk factors for suicide, engage in appropriate caring conversations, and keep a student safe while connecting them to qualified school staff. See at the Web site https://www.mindwise.org/sos-for-school-staff/

~~The policy shall also address any training to be provided to teachers of pupils in all of the grades served by the district:~~
~~(b) Materials approved by the district for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services.~~

~~(c) Materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials.~~

~~*(cf. 1220 - Citizen Advisory Committees)*~~
~~*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*~~

Employee Qualifications and Scope of Services

The policy shall be written to ensure that school employees act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code Section 215(a)(5))

Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by the Fresno Unified School District.

Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/training-events/amsr
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at https://www.livingworks.net/asist/

Parents, Guardians, and Caregivers Participation and Education

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Fresno Unified School District suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Fresno Unified Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
    - Suicide risk factors, warning signs, and protective factors;
    - How to talk with a student about thoughts of suicide;
    - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resource:

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at https://www.save.org/product/parents-as-partners/

Student Participation and Education

Fresno Unified School District along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
  - Coping strategies for dealing with stress and trauma;
  - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
  - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
  - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Fresno Unified School District has supported the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at https://afsp.org/our-work/education/more-than-sad/
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at http://www.childrenshospital.org/breakfree
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at http://www.reconnectingyouth.com/programs/cast/
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at https://www.save.org/what-we-do/education/smart-schools-program-2/
- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at https://www.save.org/what-we-do/education/leads-for-youth-program/
- Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing

materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. https://www.mindwise.org/sos-signs-of-suicide/

The policy for students in grades K-6, inclusive, ~~shall be~~ is age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code Section 215(a)(2)(B))

Resources:
Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The **Second Step program** teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem solving. https://www.secondstep.org/elementary-school-curriculum

~~Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:~~
~~1. The policy shall address training provided to teachers, school counselors, school psychologists, school social workers, site administrators, and other district employees who interact with students, shall include:~~
~~(a) how to identify appropriate mental health services both at the school site and within the larger community, and when and how to refer youth and their families to those services~~
~~(b) materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code Section 215(a)(4))~~

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

~~2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in identifying signs of depression and recognizing and appropriately responding to warning signs of suicidal intent in others~~

~~*(cf. 6142.8 - Comprehensive Health Education)*~~

~~3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students~~

~~*(cf. 5131 - Conduct)*~~
~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5137 - Positive School Climate)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~
~~*(cf. 5145.7 - Sexual Harassment)*~~
~~*(cf. 5145.9 - Hate-Motivated Behavior)*~~

~~4. The review of materials and resources used in awareness efforts and communication to ensure they align with best practices for safe and effective messaging for suicide.~~

~~5. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis~~

~~6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions~~

~~7. Crisis intervention procedures for addressing suicide threats or attempts~~
~~(a) Immediately securing medical treatment and/or mental health services as necessary~~

~~(b) Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened~~
~~(c) Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene~~
~~(d) Removing other students from the immediate area as soon as possible~~
~~(e) Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If follow-up care is not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.~~
~~(f) Any student returning to school after a mental health crisis, the principal or designee, school psychologists, school social workers, and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.~~

Intervention, Assessment, Referral

- Staff

A Fresno Unified School Mental Health Team Member who has received advanced training in suicide intervention shall be designated as the suicide prevention liaison. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the School Mental Health Team Member. If this member is unavailable, the staff shall promptly notify the SPED department. The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the site administrator who will notify the School Mental Health Team.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.
- If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215

Parents, Guardians, and Caregivers

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

Students

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. The crisis intervention procedures are as follows:

Respond Immediately

A. Report Concerns of suicidal thoughts or behaviors to the site administrator immediately. A district employed School Mental Health Team Member who is assigned to serve at the school site and is certified in FUSD approved suicide assessment tools and intervention will be contacted. Only district employed mental health professionals trained in the district approved suicide risk assessment tool (C-SSRS) can complete a suicide risk assessment. For an overview of this process, see Appendix – Site Crisis Decision Tree
B. Supervise the student at all times. Ensure that students sent to the office for assessment are always accompanied by a staff member.
C. If the student has made a suicide attempt at school that requires immediate medical attention, call 911 and contact the site designated Health Services staff member as soon as possible. The Site Mental Health Team will determine whether the student is able to participate in a suicide risk assessment and proceed with the steps below.

Assess for Suicide Risk

A. Gather information: The administrator should gather essential background information that will help with assessing the student's risk for suicide (i.e. student's actions or words that led to the concern, copies of any concerning writings, drawings, text messages, or social media).
B. Complete C-SSRS: The designated School Mental Health Team member will meet with the student to complete the C-SSRS. Based on the information gathered, the assessing party will collaborate with at least one other designated School Mental Health Team member to identify the level of risk as determined by responses to the C-SSRS and develop a plan of action.

Parental Notification and Involvement

Fresno Unified School District shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Fresno County Child Protective Services (CPS) to report abuse/neglect of the youth: (559) 600-6400, Fax (559) 266-2463

Action Plan for In-School Suicide Attempts

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area;
- Immediately contact the administrator or School Mental Health Team;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;

- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of Fresno Unified School property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

~~8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide~~

~~(a) In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.~~

~~(b) The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determine how best to discuss the suicide or attempted suicide with students.~~

~~(c) Any response to media inquires shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's respond shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.~~

~~(d) After any suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.~~

~~*(cf. 1112 - Media Relations)*~~

~~9. Establishment of a district and/or school site suicide prevention and intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students including but not limited to the oversight of mental health and suicide prevention training, collaboration with community health organizations, identification of resources and organizations that provide evidenced based treatment, collaboration to build community response, and compliance with education code 215.~~

~~The policy shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)~~

~~If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)~~

~~*(cf. 5141.6 - School Health Services)*~~

Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;

- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

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A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

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- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The District crisis response team for the Fresno Unified School District shall ensure an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

Suicide Postvention Response Plan shall:

- Identify a staff member to confirm death and cause (school site administrator);
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
    - Notification (if not already conducted) to staff about suicide death;
    - Emotional support and resources available to staff;
    - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:

- Review of protocols for referring students for support/assessment;
- Talking points for staff to notify students;
- Resources available to students (on and off campus).

- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
  - Identify students affected by suicide death but not at risk of imitative behavior;
  - Communicate with the larger school community about the suicide death;
  - Consider funeral arrangements for family and school community;
  - Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
  - Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
  - Utilize and respond to social media outlets:
    - ✓ Identify what platforms students are using to respond to suicide death
    - ✓ Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/comprehensive-approach/postvention
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at http://www.cde.ca.gov/nr/el/le/yr22ltr0214.asp

Commencing July 1, 2019, students grades 7 to 12, shall have printed on an issued student identification card the National Suicide Prevention Lifeline telephone number (1-800-273-8255) and may also include the Crisis Text Line (text HOME to 741741), and/or a local suicide prevention hotline telephone number. (Education Code Section 215.5(a)(1))

Commencing October 1, 2020, students grades 7 to 12, shall have printed on an issued student identification card the number for the National Domestic Violence Hotline: 1-800-799-7233. (Education Code Section 215.5(a)(2))

~~The policy shall be written to ensure that school employees act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to~~

~~diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code Section 215(a)(5))~~

The governing board which serves pupils in kindergarten and grades 1 to 12, inclusive, shall, review, and update as necessary, this policy at least every five years. (Education Code 215(a)(6)(b-c))

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

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
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
234.6 Posting suicide prevention policy on web site
32280-32289.5 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5886 Children's Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015 U.S.
DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: May 31, 2017 Fresno, California
revised: March 6, 2019
revised: December 18, 2019
revised: June 17, 2020
revised: March 16, 2022
revised: June 15, 2022
revised: Fall __, 2022

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 6146.1
High School Graduation Requirements~~/Standards Of Proficiency~~

Because graduation from high school provides students with opportunities for postsecondary education and/or employment, the Governing Board desires to prepare each student to obtain a diploma of high school graduation.

Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the district. ~~The California High School Exit Exam must be passed commencing with the Class of 2006.~~

Units to verify completion of the 230-unit requirement must include the following: Subject Requirements Units

- English 40
- Visual and Performing Arts or Foreign Language 10
- Mathematics (including Algebra and Geometry) 30
- Physical Education 20
- Science (including Physical and Biological Science) 30
- Social Science (including Modern World History, U.S. History, American Government, Economics) 30
- ~~Modern World History (including Modern World History) 10~~
- ~~U.S. History 10~~
- ~~American Government 5~~
- ~~Economics 5~~
- **Ethnic Studies 10**
- Elective Program ~~70~~ **60**

Beginning with the graduating class of 2027, students will be required to include a 10-credit, two-semester high school course in the field of Ethnic studies. These students will be freshmen in the 2023-2024 school year.

A maximum of 40 units will be allowed toward graduation through the Work Experience Program (General Work Experience, Exploratory Work Experience or Vocational Education Work Experience) ~~and~~ **or** a combination of ~~Office Service,~~ Laboratory Assistant and other approved service-type programs. Twenty units will be the maximum allowed in General Work Experience or service**-type** programs.

In rare instances, a high school principal may recommend to the Superintendent or designee that certain credits required for graduation be waived for individual students. The decision of the Superintendent or designee will be final.

International Baccalaureate students who successfully complete the History Higher Level two- year course of study will meet the 1-year U.S. History, 1-semester Government, and 1-semester Economics graduation requirement. (Education Code 51225.3(b))

Alternative Means

Recognizing that the prescribed course of study may not accommodate the needs of some students, the Board shall adopt alternative means for the completion of the prescribed course of

study.

The Superintendent or designee shall solicit the views of Board members, administrators, teachers, parents/guardians and students when developing, for Board adoption, a list of alternative means for completing the prescribed course of study. Students with approval of parents/guardian and counselor may substitute up to 30 units of graduation core requirements for courses within a selected career pathway which include significant concepts of mathematics, science, or English **L**~~l~~anguage **A**~~a~~rts. The Superintendent or designee will review and recommend career pathway course(s) which will meet the requirements for alternative means. All students will be required to have algebra and geometry and three **years of science; two of which are** ~~years of~~ laboratory science. Alternative means may include, but not be limited to, the following:

1. Earned credit at an accredited ~~California~~ university/college.
2. Algebra/geometry~~, science,~~ and foreign language courses offered in middle school.
3. Approved Career Pathway course with significant instruction in math, science**, or** ~~and~~ English.

~~4. 2+2+2 courses that have been accepted by an accredited postsecondary institution for mathematics, science, and English credit or other elective credit.~~

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (Education Code 51225.3)

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Students shall not be required to have resided within the district for any minimum length of time as a condition of high school graduation. (Education Code 51411)

~~Disabled~~ Students Receiving IEP Services

Recognizing that the prescribed course of study may not accommodate the needs of some ~~disabled~~ students, IEP teams shall be authorized to specify the substitution of up to two classes (20 units) of non-college preparatory course work. These classes shall be approved by the district, which will satisfy district graduation requirements in excess of state standards. IEP teams shall make decisions on a case-by-case basis consistent with this policy.

Foreign Exchange Students

Foreign exchange students may receive **C**~~c~~ertificates of **R**~~r~~ecognition.

(cf. 6145.6 - International Exchange)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

~~California High School Exit Examination for 2006 and later.~~

~~At the beginning of each school year or at the time a student transfers into the district, the Board shall provide written notification to all students in grades 9 through 12 and to their parents/guardians that, starting in the 2005-06 school year and each year thereafter, each student~~

~~completing the 12th grade shall be required to successfully pass the California High School Exit Examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences of not passing the examination. (Education Code 48980, 60850)~~

~~*(cf. 5145.6 - Parental Notifications)*~~

~~The examination shall be administered in accordance with law, Board policy and administrative regulation.~~

~~*(cf. 6162.5 - Student Assessment)*~~

~~When students do not demonstrate sufficient progress toward passing the exit examination, supplemental instruction offered by the district shall be designed to assist students to succeed on the exit examination and shall reflect statewide academic standards to the extent that the district has aligned its curriculum with those standards. (Education Code 60851)~~

~~*(cf. 6011 - Academic Standards)*~~

~~Supplemental instruction shall include summer school instructional programs for students in grades 7 through 12 who do not demonstrate sufficient progress toward passing the exit examination. (Education Code 37252)~~

~~*(cf. 5123 - Promotion/Acceleration/Retention) (cf. 6177 Summer School)*~~

The Superintendent or designee shall ensure that parents/guardians are properly notified of the district proficiency requirements for graduation and will ensure parent/guardian involvement and consultation as required by law in instances where a student has not met district standards.

(cf. 5127 - Graduation Ceremonies and Procedures)
(cf. 6146.4 - Differential Graduation and Competing Standards)
(cf. 6164.2 - Guidance Services)

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Legal Reference:
EDUCATION CODE
37252 Supplemental instructional programs
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Notification of parent/guardian
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.3 Requirements for graduation
51225.5 Honorary diplomas; foreign exchange students
51228 Graduation requirements
51240-51246 Exemptions from requirements
51410-51412 Diplomas
51420-51427 High school equivalency certificates
51450-51455 Golden State Seal Merit Diploma
56390-56392 Recognition for educational achievement, special education
~~60850-60859 High school exit exam~~
66204 Certification of high school courses as meeting university admissions criteria
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of pupils from grade 12 and credit toward graduation Management Resources:
CSBA POLICY ADVISORIES
~~Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, September 2005~~
Algebra I Requirement: Eligibility for High School Diplomas, March 2004

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: February 13, 2002
reviewed: February 2003
revised: May 24, 2006
revised: September14, 2011
revised: March 17, 2021
revised: Fall __, 2022

Policy Section: 6000 Instruction

DRAFT

Fresno Unified Exhibit (E) 9270
Conflict Of Interest – Statement of Economic Form 700

RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Fresno Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Fresno Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Fresno Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

_____
Secretary/President

Conflict of Interest Code of the Fresno Unified School District

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the Fresno Unified School District ("District").

The Form 700s for designated positions, other than the District's Governing Board Members and Superintendent, shall be filed with the District. The Governing Board Members and Superintendent are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the District and, upon receipt of these paper Form 700s with waivers, the District shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors.

The District shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection, and reproduction. (Gov. Code section 81008.)

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

APPENDIX A

Public Officials Who Manage Public Investments

It has been determined that positions listed below manage public investments *and will file a statement of economic interests pursuant to Government Code Section 87200*. These positions are listed for informational purposes only:

Governing Board Members
Superintendent of Schools

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Designated Positions

Designated Positions	Disclosure Categories
Deputy Superintendent~~/Chief Financial Officer~~	1
Administrator	1
~~Administrator Alternative Education~~	1
~~Administrator Curriculum and Instruction~~	1
~~Administrator HR and Labor Relations~~	1
~~Administrator Leadership Development~~	1
~~Administrator Professional Development~~	1
~~Administrator Professional Learning~~	1
Associate Superintendent	1
~~Assistant Superintendent Early Learning~~	1
~~Assistant Superintendent EL Program and Services~~	1
~~Assistant Superintendent Facilities Management and Planning~~	1
~~Assistant Superintendent Operational Services~~	1
~~Assistant Superintendent Special Education~~	1
~~Assistant Superintendent School Leadership~~	1
Assistant~~/Associate~~ Superintendent	1
~~Associate Superintendent School Leadership/School Support Services~~	1
Business Operations Manager	1
~~Chief~~	1
Chief Academic Officer	1
Chief Equity and Access **Officer**	1
Chief Executive	1
Chief Engagement and External Partnership Officer	1
Chief Financial Officer	1
Chief Human Resources/Labor Relations **Officer**	1
Chief Information Officer	1

Chief Operational Services **Officer**	1
Chief Operations and Classified Labor Officer	1
Chief of Staff **(General)**	1
Chief Technology Officer	1
Consultants / New Positions	1
Deputy Executive	1
Director **(General)**	1
Director Benefits and Risk Management	1
Director Fiscal Services	1
Director Human Resources	1
Executive Director	1
~~Executive Director Constituent Services~~	1
~~Executive Director Early Learning~~	1
~~Executive Director Family and Community Services~~	1
~~Executive Director Maintenance and Operations~~	1
~~Executive Director Prevention and Intervention~~	1
~~Executive Director Purchasing~~	1
~~Executive Director, Research, Evaluation and Assessment~~	1
~~Executive Director Technology Services~~	1
~~Executive Director HR and Labor Relations~~	1
~~Executive Director Special Education~~	1
Executive Officer	1
~~Executive Officer District & School Accountability and Improvement~~	1
~~Executive Officer College and Career Readiness~~	1
~~Executive Officer Fiscal Services~~	1
~~Executive Officer School Leadership~~	1
~~Executive Officer State and Federal~~	1
Instructional Superintendent School Curriculum and School Leadership	1
Prevention and Intervention Executive	1
Purchasing Manager	1
Senior Executive	1
Buyer I, II, III, IV	2, 3
Members of Audit Committee	2, 3
Members of Citizen's Bond Oversight Committee	2, 3
Project Manager	2, 3
Purchasing Technician	2, 3
Administrative Analyst	4
Advisor, Guidance Learning, **Behavior Support**	4
Analyst I, II	4
Athletic Trainer	4
Coordinator, I, II	4
~~School~~ Counselor, **Head/School**	4

Design Lead	4
~~Director~~	4
Director Career Readiness	4
Director Food Services	4
Director Health Services	4
Director Instructional Media Services	4
Director Instructional Support	4
Director Leadership Development	4
Director Prevention and Intervention	4
Director School Choice	4
Director School Operations	4
Director SELPA	4
Director Transportation	4
~~District~~ Supervisor**, District,** I, II	4
Executive Assistant to Superintendent	4
~~Head Counselor~~	4
Manager I, II, III	4
Nutritionists	4
Occupational Therapist	4
Ombudsman	4
Physical Therapist	4
Principal I, II, III, IV, **V**, Special Assignment	4
School Psychologists	4
Social Worker, Clinical, School	4
Specialists, Behavioral Intervention	4
Vice Principal I, II, III, Special Assignment	4

Consultants / New Positions are included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation:

The Superintendent or designee may determine in writing that a particular consultant or new position, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of extent of disclosure requirements. The Superintendent's or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

Disclosure Category 1:
Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency and investments and business positions in business entities, and income, including gifts, loans, and travel payments, from all sources.

Disclosure Category 2:
Interests in real property located within the jurisdiction, or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3:
Investments and business positions in business entities, and income, including gifts, loans, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6
Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- utility permit
- station vendor permit

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
approved: February 12, 2014 Fresno, California
revised: December 14, 2016
revised: March 22, 2017
revised: September 19, 2018
revised: September 16, 2020
revised: Fall____, 2022

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM A- 10

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

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

TITLE AND SUBJECT: Approve and Ratify Retiree Contracts for Fresno Adult School Teachers for the 2022/23 Academic School Year

ITEM DESCRIPTION: Included in the Board binders are four retiree contracts for Fresno Adult School (FAS) teachers needed for the Summer/Fall of 2022 classes. Teachers will work up to 18 hours per week in the following FAS departments/classrooms: one Career Technical Education custodial teacher, two Adult School Education Edgenuity teachers, and one English Second language multi-level teacher.

FINANCIAL SUMMARY: Sufficient funds in the amount of $117,363.00 are available in the Fresno Adult Education budget.

PREPARED BY: Rodney Branch,
Principal IV, Cesar Chavez Adult School

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:

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

1. School Site: Fresno Adult School

2. Administrator: Teresa Zamora Telephone: 559-457-6025

3. Retiree: Jerry Provencio

4. Term August 10, 2022 Through: June 9, 2023

5. Budget: 110 6391 0675 4110 1000 1110

6. Contract Amount: $40,060.12 (FTE .4875)

7. Scope of Work Summary: Part-time teacher to support in areas of: English as a Second Language classes. Teacher will instruct up to 18 hours per week.

8. Expected Results/Student Outcome: Support second language students with becoming fluent in reading, writing, speaking, and listening in English.

9. Date item is to appear on Board of Education Agenda: 08/24/22
(Contracts of $15,000. or more)

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

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

Retiree:	Jerry Provencio	Retiree I.D. Number:	1003522
Department	Fresno Adult School: ESL Dept.	Department Number:	0675
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$57.0657
Contract Period:	August 10, 2022-June 9, 2023	Contract Salary Not to Exceed:	$62,000.00
Budget Number:	110 6391 0675 4110 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from August 10, 2022, through June 9, 2023, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

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

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

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

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

Retiree's Signature — Date 07/11/2022

Principal/Department Head Signature — Date 7-1-22

Funding Source Signature (Office of State & Federal) — Date

Instructional Superintendent — Date 7/21/2022

Chief Academic Officer (that oversee above Mentioned Program) — Date

Chief, Human Resources — Date

Board Approval Date _____ Item# _____

SF265530v1

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

1. School Site: Fresno Adult School

2. Administrator: Keda Buttles Telephone: 559-457-6025

3. Retiree: Michael Weimer

4. Term August 10, 2022 Through: June 8, 2023

5. Budget: 110 6391 0681 4110 1000 1110

6. Contract Amount: $21,114.31 (fte .2708)

7. Scope of Work Summary: Part-time teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 10 hours per week.

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity

9. Date item is to appear on Board of Education Agenda: 8-24-2022
(Contracts of $15,000. or more)

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

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

Retiree:	Michael Weimer	Retiree I.D. Number:	1002599
Department	Fresno Adult School: ASE	Department Number:	0680
Position Title:	Part time hourly teacher	Hourly/Daily Rate of Pay:	57.0657
Contract Period:	August 10, 2022- June 8, 2023	Contract Salary Not to Exceed:	$22,000.00
Budget Number:	110 6391 0681 4110 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from 8-10-2022, through 6-8-2023, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

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

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

Michael Weimer Jul 12, 2022 14:04 PDT
Retiree's Signature

Date Jul 12, 2022

Funding Source Signature
(Office of State & Federal)

Date

Principal/Department Head Signature

Date Jul 12, 2022

Instructional Superintendent

Date 07/21/2022

Chief Academic Officer
(that oversee above Mentioned Program)

Date

Chief, Human Resources

Board Approval Date_____ Item#

SF265530v1

Retiree Contract 2022-2023

Final Audit Report 2022-07-12

Created:	2022-07-12
By:	Keda Buttles (keda.buttles@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnRopTtP6LOZ9Vb1is647A0POkKk6JEeL

"Retiree Contract 2022-2023" History

Document created by Keda Buttles (keda.buttles@fresnounified.org)
2022-07-12 - 6:54:52 PM GMT- IP address: 206.78.212.44

Document emailed to michael.weimer@fresnounified.org for signature
2022-07-12 - 6:58:23 PM GMT

Document emailed to Rodney Branch (rodney.branch@fresnounified.org) for signature
2022-07-12 - 6:58:23 PM GMT

Email viewed by Rodney Branch (rodney.branch@fresnounified.org)
2022-07-12 - 7:34:50 PM GMT- IP address: 108.205.160.90

Document e-signed by Rodney Branch (rodney.branch@fresnounified.org)
Signature Date: 2022-07-12 - 7:35:27 PM GMT - Time Source: server- IP address: 108.205.160.90

Email viewed by michael.weimer@fresnounified.org
2022-07-12 - 8:17:51 PM GMT- IP address: 104.47.56.126

Document e-signed by Michael Weimer (michael.weimer@fresnounified.org)
Signature Date: 2022-07-12 - 9:04:32 PM GMT - Time Source: server- IP address: 192.183.167.84

Agreement completed.
2022-07-12 - 9:04:32 PM GMT

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

1. School Site: Fresno Adult School

2. Administrator: Keda Buttles Telephone: 559-457-6025.

3. Retiree: Phil Puente

4. Term July 1, 2022 Through: June 8, 2023

5. Budget: 110 6391 0670 4630 1000 1110

6. Contract Amount: $32,073.91 (fte .4333)

7. Scope of Work Summary: Part-time teacher to support in areas of: CTE Custodial Classes. Teacher will instruct up to 18 hours per week.

8. Expected Results/Student Outcome: Support students with learning skills necessary to successfully. Work in the custodial arts in a school district or the private sector.

9. Date item is to appear on Board of Education Agenda: 8-24-22
(Contracts of $15,000. or more)

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

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

Retiree:	Phil Puente	Retiree I.D. Number:	1011625
Department	Fresno Adult School: CTE Dept.	Department Number:	0670
Position Title:	Part time hourly teacher	Hourly/Daily Rate of Pay:	$54.1789
Contract Period:	July 1, 2022-June 8, 2023	Contract Salary Not to Exceed:	$35,000.00
Budget Number:	110 6391 0670 1630 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	No

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from July 1, 2022, through June 8, 2023, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

limitations applicable to Retiree.

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

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

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

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

Retiree's Signature _____ Date 7-11-22

Funding Source Signature
(Office of State & Federal) _____ Date _____

Principal/Department Head Signature _____ Date Jul 12, 2022

Instructional Superintendent _____ Date 07/21/2022

_____ Date
Chief Academic Officer
(that oversee above Mentioned Program)

_____ Date
Chief, Human Resources

Board Approval Date_____ Item# _____

SF265530v1

Puente-partially signed

Final Audit Report 2022-07-12

Created:	2022-07-12
By:	Keda Buttles (keda.buttles@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOC7HI ggy1hymRPuh8pYEUnkpvbQQYWgc

"Puente-partially signed" History

Document created by Keda Buttles (keda.buttles@fresnounified.org)
2022-07-12 - 6:58:59 PM GMT- IP address: 206.78.212.44

Document emailed to Rodney Branch (rodney.branch@fresnounified.org) for signature
2022-07-12 - 6:59:50 PM GMT

Email viewed by Rodney Branch (rodney.branch@fresnounified.org)
2022-07-12 - 7:32:49 PM GMT- IP address: 108.205.160.90

Document e-signed by Rodney Branch (rodney.branch@fresnounified.org)
Signature Date: 2022-07-12 - 7:33:12 PM GMT - Time Source: server- IP address: 108.205.160.90

Agreement completed.
2022-07-12 - 7:33:12 PM GMT

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

1. School Site: Fresno Adult School

2. Administrator: Keda Buttles Telephone: 559-457-6025

3. Retiree: Sandra Person

4. Term August 10, 2022 Through: June 8, 2023

5. Budget: 110 6391 0681 4110 1000 1110

6. Contract Amount: $21,114.31 (fte .2708)

7. Scope of Work Summary: Part-time teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 10 hours per week.

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity

9.Date item is to appear on Board of Education Agenda: 8-24-22
(Contracts of $15,000. or more)

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

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

Retiree:	Sandra Person	Retiree I.D. Number:	1009054
Department	Fresno Adult School: ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	57.0657
Contract Period:	August 10, 2022- June 8, 2023	Contract Salary Not to Exceed:	$22,000.00
Budget Number:	110 6391 0681 4110 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from 8-10-2022, through 6-8-2023, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

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

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

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

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

Retiree's Signature Date 7/11/22

Principal/Department Head Signature Date Jul 12, 2022

Funding Source Signature
(Office of State & Federal) Date

Instructional Superintendent Date July 21, 2022

Chief Academic Officer
(that oversee above Mentioned Program) Date

Chief, Human Resources Date

Board Approval Date Item#

SF265530v1

Retiree Contract

Final Audit Report 2022-07-12

Created:	2022-07-12
By:	Keda Buttles (keda.buttles@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyJYCFOTIIXN2AqAB41e8fa0EeNzif7z3

"Retiree Contract" History

Document created by Keda Buttles (keda.buttles@fresnounified.org)
2022-07-12 - 7:00:20 PM GMT- IP address: 206.78.212.44

Document emailed to Rodney Branch (rodney.branch@fresnounified.org) for signature
2022-07-12 - 7:01:06 PM GMT

Email viewed by Rodney Branch (rodney.branch@fresnounified.org)
2022-07-12 - 7:32:08 PM GMT- IP address: 108.205.160.90

Document e-signed by Rodney Branch (rodney.branch@fresnounified.org)
Signature Date: 2022-07-12 - 7:32:35 PM GMT - Time Source: server- IP address: 108.205.160.90

Agreement completed.
2022-07-12 - 7:32:35 PM GMT

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM A-11

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

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

TITLE AND SUBJECT: Ratify Amended Agreement with Fresno County Superintendent of Schools Early Stars

ITEM DESCRIPTION: Included in the Board binders is a request for ratification of an amendment to an agreement with Fresno County Superintendent of Schools Fresno County Early Stars. Fresno County Early Stars is the local Fresno County Quality Counts California (QCC) Quality Rating Improvement System. The goal of QCC is to ensure that children in California have access to high quality programs so that they thrive in their early learning settings and succeed in kindergarten and beyond. QCC strives to improve the quality of early learning with a focus in three areas of program quality: child development and readiness for school; teachers and teaching; and program and environment quality. Participation in Fresno County Early Stars supports ongoing early learning program quality improvement. The agreement provides funding for ongoing support to Fresno Unified early learning classrooms participating in Fresno County Early Stars. This amendment changes the contract end date from June 30, 2022, to June 30, 2023, and provides for an increase in funding in the amount of $20,000.

The original agreement was ratified by the Board on September 09, 2020, Agenda Item A-10.

FINANCIAL SUMMARY: Fresno Unified will receive additional funding in the amount of $20,000.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:

Fresno Unified School District

Achieving our Greatest Potential!

BOARD OF EDUCATION
Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatic USMC (Retired)
Keshia Thomas

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Santino Danisi
Chief Financial Officer
2348 Mariposa Street
Fresno, CA 93721

Memo: Amendment 1 to Agreement with Fresno County Superintendent of Schools Fresno County Early Stars

The attached Amendment to an Agreement with Fresno County Superintendent of Schools Fresno County Early Stars includes a request for your signature on vendor documents. Your signature is requested at the bottom of page 2 of the Amendment, indicated as "OTHER PARTY". If you have any questions, please contact me at deanna.mathies@fresnounified.org or (559) 457-3687.

Thank you,

Deanna Mathies

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Fresno County Superintendent of Schools	1111 Van Ness Ave. Fresno, CA 93721
Vendor Name	***Address***
559-497-4878	Dr. Matilda Soria
Phone Number	***Vendor Contact***
From: July 1, 2020	**Through:** June 30, 2023
Term (Duration)	
FUSD Contract Administrator:	
Deanna Mathies	Early Learning 559-457-3687
Name	*Site/ Dept* *Telephone number*
***Budget** (Fund-Unit-Dept.-Activity-Object)*	060-9061-0765-7110-4300-1000

Annual Cost $ 20,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Scope of Work Summary:

Fresno County Early Stars is the local Fresno County Quality Counts CA (QCC) Quality Rating Improvement System (QRIS). The goal of QCC is to ensure that children in California have access to high quality programs so that they thrive in their early learning settings and succeed in kindergarten and beyond. QCC strives to improve the quality of early learning with a focus in three areas of program quality: child development and readiness for school; teachers and teaching; and program and environment quality. Participation in Fresno County Early Stars supports ongoing early learning program quality improvement. The agreement provides funding for ongoing support to Fresno Unified early learning classrooms participating in Fresno County Early Stars. This amendment changes the contract end date from June 30, 2022, to June 30, 2023, and provides for an increase in funding in the amount of $20,000.

The original agreement was ratified by the Board on September 9, 2020, Agenda Item A-10.

Date Item is to appear on **Board of Education Agenda:** 08/24/22 *Agenda Item #* [redacted] *(Contracts of $15,000.00 or more)*

Reviewed & approved by **Cabinet Level Officer:** 7/24/2022
Signed *Date*

Reviewed & approved by **Executive Director, Risk Management:** 07/29/2022
Signed *Date*

Please return signed contract to: Jessica Gutierrez
Name

Early Learning
Department

AMENDMENT NO. #1
TO COOPERATION AND SHARED RESPONSIBILITY ("Agreement")

Legal Doc./Contract No. of this signed Amendment *(Legal use only)*: 12565

Legal Doc./Contract No. of Agreement/Prior Amendment(s) if different from above: #125652

OTHER PARTY	FCSS
Fresno Unified School District ("Other Party") DBA *(leave blank if none)*: Attn: Deanna Mathies, Executive Officer 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3687 Email: Deanna.mathies@fresnounified.org	Fresno County Superintendent of Schools ("FCSS") Attn: Matilde Soria, Senior Director Dept.: Early Care and Education Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-4878 Email: gisel.lopez@fcoe.org

If any information stated above is different from that stated on the Agreement or any prior amendment(s), a Party hereby authorizes the other Party to give, effective on the Amendment Effective Date, all notices, demands, and other communications relating to the Agreement and any amendment(s) thereto to the Party, in accordance with the provisions in the Agreement, to the person and address or email stated above.

TERM OF CONTRACT ("Contract Term", *dates must match those stated on Agreement*):	EFFECTIVE DATE OF AMENDMENT *(date must be within the Contract Term stated in Agreement/prior amendment(s))*:
Effective Date: July 1, 2020 Termination Date: June 30, 2022	**"Amendment Effective Date"**: June 30, 2022

AMENDMENT: Other Party and FCSS are referred to separately as a **"Party"** and collectively as the **"Parties"**. The Parties entered into the above-referenced Agreement and hereby desire to amend said Agreement as set forth below *(complete each as indicated below)*:

1. CONTRACT TERM

   1.1 The Termination Date was previously amended to: N/A

   1.2 This Amendment changes the Termination Date as follows *(mark one and complete as required)*:

   _ No change _X New Termination Date: June 30, 2023

2. CONTRACT AMOUNT

   2.1 The Contract Amount of the Agreement is: $40,000

   2.2 The sum of all prior amendments to the Agreement is *(state $0 if none)*: $

   2.3 This Amendment changes the Contract Amount as follows *(mark one and complete as applicable)*:

   _ No change

   X Increase by the following amount: $20,000 (see Exhibit 3)

   _ Decrease by the following amount: $

   _ Modify as follows: $

   2.4 The amended Contract Amount is *(sum of 2.1 to 2.3)*: $60,000

3. SERVICES/WORK. This Amendment changes the Services/Work as follows *(mark one and complete as applicable)*:

X No change

_ Add the following:

_ Delete the following:

_ Modify as follows:

4. OTHER CHANGES *(leave blank if none)*:

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Amendment, the Parties hereby enter into this Amendment. Unless specifically stated in this Amendment otherwise, this Amendment is effective commencing on the Amendment Effective Date stated above. Except as stated in this Amendment, all terms and conditions of the Agreement and all prior amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Amendment shall have the same meaning as in the Agreement. If any provision of this Amendment conflicts with any provision of the Agreement, the provision of this Amendment shall govern. If any provision of this Amendment conflicts with any provision of a prior amendment, the provision of the amendment that is most recent in time shall govern unless specifically stated otherwise in an amendment. Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

OTHER PARTY
By: _____
Print Name: Santino Daniel
Title: Chief Financial Officer

FCSS
By: _____
Jim A. Yovino, Superintendent
or Authorized Designee

Dr. Hank Gutierrez, Deputy Superintendent

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

//

Ann Lodriz (Jul 29, 2022 16:29 PDT)

Approve as to Form

Quality Early Learning and Care

Agency Name:	Fresno Unified School District
Project Name:	Fresno County Early Stars Quality Early Learning
Contract Term:	07/01/22 - 06/30/28
Contract Number:	125852
Contract Amount:	$20,000

FISCAL YEAR 22-23

Category	Amount
I. Personnel	
A. Salaries	12,099
B. Benefits	7,270
C. Taxes	0
Total Personnel	19,369
II. Operating Expenses	
A. Facilities Costs	0
B. Operational/Supplies	0
Total Operating Expenses	0
III. Program Expenses	
A. Training, Transportation	0
B. Materials	0
Total Program Expenses	0
IV. Professional Services	0
VI. Indirect Costs	631
Total Program	20,000
VII. Other Funding	
A. Leveraged	0

Quality Early Learning and Care

1	Agency Name:	Fresno Unified School District					Contract Term:	07/01/22 - 06/30/23			
2	Project Name:	Fresno County Early Stars Quality Early Learning and Care					Contract Number:	125652			
3											
4	A		B			C					
5			FCSS Requested Amounts FY 2022-23			Leveraged					
6			Fiscal Year 07/01/22 - 06/30/23			Fiscal Year 07/01/22 - 06/30/23					
7	I. Personnel		Title	FTE	Amount	Title	FTE	Amount			
8			Ashley Hensley			Ashley Hensley					
9			Teacher on Special Assignment			Teacher on Special Assignment					
10											
11	A. Total Salaries & FTE			0.21	12,099			-		-	-
12	B. Benefits	60.085%			7,270			-			-
13	C. Taxes				-			-			-
14	Personnel Subtotal				19,369			-			-
15	Justification of Benefits & Taxes:										
16	II. Operating Expenses										
17	A. Facilities Costs										
18	Narrative/Justification:										
19	B. Operational/Supplies										
20	Narrative/Justification:										
21	Operating Expenses Subtotal				-			-			-
22	III. Program Expenses										
23	A. Training, Transportation										
24	B. Materials							-			
25	Subtotal				-			-			-
26	Narrative/Justification:										
27	IV. Professional Services (Contracts, MOU's, Sub agreements, etc.)										
28	Subtotal							-			
29	Narrative/Justification:										
30	Program Costs				19,369						
31	VI. Indirect										
32	A. Personnel Total @ %	3.260%			631			-			-
33	Narrative/Justification:										
34	Total Proposed Budget				20,000						

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM A-12

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

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

TITLE AND SUBJECT: Ratify David and Lucile Packard Foundation Grant

ITEM DESCRIPTION: Included in the Board binders is a request for ratification of a grant from the David and Lucile Packard Foundation for years eight, nine, and ten of the Fresno Starting Smart and Strong Initiative. Fresno Unified has led the ten-year Initiative since its inception in 2015.

The Fresno Starting Smart and Strong Initiative is a multi-agency collaborative with the goals of:

- Improving professional development and training for early learning and care providers in formal settings
- Supporting and providing resources for informal caregivers and families
- Ensuring the healthy development of young children through access to universal developmental screenings and appropriate responses
- Creating strong comprehensive early learning systems in California communities.

This grant will provide funding in the amount of $1,650,000 to support the work in years eight, nine, and ten of the ten-year Fresno Starting Smart and Strong Initiative. The grant term is three years, from July 01, 2022, through June 30, 2025.

FINANCIAL SUMMARY: Fresno Unified will receive funding in the amount of $1,650,000.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:

Fresno Unified School District

Achieving our Greatest Potential!

BOARD OF EDUCATION
Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Claudia Cazares
Valerie F. Davis
Andy Levine
Major Terry Slatic USMC (Retired)
Keshia Thomas

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Santino Danisi
Chief Financial Officer
2348 Mariposa Street
Fresno, CA 93721

Memo: Grant Agreement from The David and Lucile Packard Foundation

The attached Grant Agreement from The David and Lucile Packard Foundation includes a request for your signature on vendor documents. Your signature and date are requested at the bottom of page 3 of the Grant Agreement, indicated as "Grantee". If you have any questions, please contact me at deanna.mathies@fresnounified.org or (559) 457-3687.

Thank you,

Deanna Mathies

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

David and Lucile Packard Foundation	343 Second Street, Los Altos, CA 94022
Vendor Name	***Address***
650-948-7658	Katie Harkin
Phone Number	***Vendor Contact***
From: July 1, 2022	**Through:** June 30, 2025
Term (Duration)	
FUSD Contract Administrator:	
Deanna Mathies	Early Learning 559-457-3687
Name	*Site/ Dept* *Telephone number*
***Budget** (Fund-Unit-Dept.-Activity-Object)*	060-9021-0765-1986-4300-1000

Annual Cost $ 1,650,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Scope of Work Summary:

This agreement is for a grant from the David and Lucile Packard Foundation for years eight, nine, and ten of the Fresno Starting Smart and Strong Initiative. Fresno Unified has led the ten-year Initiative since its inception in 2015. The Fresno Starting Smart and Strong Initiative is a multi-agency collaborative with the goals of 1. improving professional development and training for early learning and care providers in formal settings, 2. supporting and providing resources for informal caregivers and families, 3. ensuring the healthy development of young children through access to universal developmental screenings and appropriate responses, and 4. creating strong comprehensive early learning systems in California communities. This three-year grant will provide funding in the amount of $1,650,000 to support the work in years eight, nine, and ten of the ten-year Fresno Starting Smart and Strong Initiative.

Date Item is to appear on **Board of Education Agenda:** 08/24/22 *Agenda Item #* *(Contracts of $15,000.00 or more)*

Reviewed & approved by **Cabinet Level Officer:** *7/27/2022*

Signed *Date*

Reviewed & approved by **Executive Director, Risk Management:** 07/29/2022

Ann Lodriz (Jul 29, 2022 16:16 PDT)

Signed *Date*

Please return signed contract to: Jessica Gutierrez

Name

Early Learning

Department

The David and Lucile Packard Foundation

Office of the President

June 21, 2022

Bob Nelson
Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721

Re: Grant #2022-73852

Dear Bob Nelson:

It is a pleasure to inform you that the David and Lucile Packard Foundation has approved a grant in the amount of $1,650,000 to Fresno Unified School District ("the Grantee"). This grant is to support years eight, nine, and ten of Starting Smart and Strong in Fresno, as described in your letter and proposal received on April 11, 2022.

Enclosed is the Grant Agreement containing the terms and conditions governing your use of our grant funds. Please read it carefully and return all pages. The Grant Agreement must be signed and dated by an officer, director, trustee, or other legally authorized representative of the Grantee. As part of our commitment to reducing paper usage we would prefer that you send your signed Grant Agreement via DocuSign or an email to **compliance@packard.org.** The Foundation will not make payments on this grant until we receive all pages of the signed Grant Agreement. Please keep a copy for your files.

The wire payment-related contacts that were provided in the proposal process will receive an automated email with directions for the wire payment process.

The Grant Agreement contains payment and reporting schedules; if these present any significant difficulties for you or if you have any questions about this grant, please contact your program officer, Bernadette Sangalang, as soon as possible. **In all correspondence with us, please refer to Grant #2022-73852.**

The Foundation Trustees, Bernadette Sangalang, and I are pleased to be able to assist you in your work. We wish you success and look forward to hearing from you.

Kind regards,

Nancy Lindborg
President and CEO

Enclosures: Grant Agreement
Grantee Experience Standards

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions for Grant #2022-73852 in the amount of $1,650,000 from the David and Lucile Packard Foundation to Fresno Unified School District ("the Grantee"), dated June 21, 2022. By signing this Grant Agreement and accepting grant funds, an officer, director, trustee, or other legally authorized representative of the Grantee who is legally authorized to enter into this Grant Agreement agrees to the obligations and conditions, and makes the representations set forth below.

Purpose of Grant

This grant is to support years eight, nine, and ten of Starting Smart and Strong in Fresno, as described in the Grantee's letter and proposal received on April 11, 2022. **The Grantee may not use the funds for any other purpose unless written permission has been received from the Foundation. Any portion of the grant funds not committed to the purposes of the grant must be returned to the Foundation.** The Grantee must inform the Foundation if there are significant changes in the purposes of the grant, the use of grant funds, or personnel who are important to accomplishing the purposes of the grant or if the grant funds cannot be expended in the time period set forth in the grant proposal.

The Grantee confirms that it retains full discretion and control over the process of selecting any persons or organizations (researchers, employees, independent contractors, secondary grantees, conference participants, consultants, vendors, or suppliers) or any equipment, supplies, or products, to carry out the purposes of this grant, completely independently of the Foundation. The Grantee confirms that there is no agreement, either written or oral, that the Foundation can cause the selection of particular persons or organizations or direct the use of grant funds for any particular expenditures.

The Grantee certifies that all materials uploaded to the Grantee's Grantee Portal or submitted to the Foundation by other means, by the Grantee's employees or authorized representatives, contain true and accurate representations regarding the Grantee and Grant #2022-73852.

Organizational Tax Status

The Grantee certifies that it is not a private foundation as defined by Internal Revenue Code Section 509(a). The Grantee will advise the Foundation immediately if its tax-exempt status or non–private foundation classification changes.

Payment and Reporting Schedules

While this grant is to be restricted/intended for use for the purposes described in the grant proposal, this grant award shall not be deemed to be contingent/conditioned upon the accomplishment of any specific, measurable barrier.

This grant is scheduled to be paid as follows:

Date	Amount
July 2022	$650,000
July 2023	$1,000,000

Reports are scheduled as follows:

Report Type	Report Date
Final Financial Report	August 15, 2025

343 Second Street / Los Altos, California 94022 / tel (650) 948-7658 / www.packard.org

Payment and reporting dates are subject to change. The Grantee will be notified on the Grantee's Grantee Portal if additional reports are requested or if report due dates change.

If the payment or reporting schedules present any significant difficulties for you, please contact Bernadette Sangalang. Please refer to **Grant #2022-73852** in any correspondence with the Foundation.

Required Reports and Records
If applicable, the Grantee will submit narrative and financial reports, as scheduled above, to the Foundation. The narrative reports should summarize the progress made in accomplishing the purposes of the grant. The financial reports should describe how grant funds were spent based upon the budget submitted to the Foundation. The Grantee remains responsible for reporting on this grant annually until all requirements have been fulfilled.

The Grantee will maintain books and records of the grant funds received and the expenses incurred, as required by the Internal Revenue Code and Treasury Regulations, until all grant requirements have been fulfilled. The Grantee will make its books and records available to the Foundation on request, within a reasonable time.

Attempts to Influence Legislation
The Grantee confirms that the grant is not earmarked, within the meaning of Treasury Regulation Section 53.4945-2(a)(5)(1), to be used in an attempt to influence legislation.

Prohibited Uses
Grants from the Foundation are subject to certain restrictions set forth in the Internal Revenue Code and Treasury Regulations. The Grantee will not use any grant funds:

A. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code Section 4945(d)(2)).

B. For any grant which does not comply with the requirements of Internal Revenue Code Section 4945(d)(4) (relating to grants to organizations other than public charities).

C. For purposes other than charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).

D. For purposes other than those stated in this Grant Agreement. In addition, this grant is made exclusively to the Grantee and may not be transferred or assigned to another organization or person.

Unless permitted by law, the Grantee shall ensure that no Foundation funds are used for services or other activities involving any: (a) countries or territories that are the target of comprehensive sanctions by the United States government (each a "Sanctioned Country"); (b) individuals or entities (collectively, "persons") that are located, organized, or ordinarily resident in a Sanctioned Country; (c) persons that are the target of applicable laws and regulations related to trade and economic sanctions ("Sanctions"), including persons (i) designated on the United States Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals ("SDN") and Blocked Persons List or (ii) owned, fifty percent or more, in aggregate, by one or more SDNs; or (d) otherwise in violation of Sanctions, including with respect to prohibited travel to and from Sanctioned Countries. To assist in compliance with OFAC sanctions, OFAC provides a Sanctions List Search tool to identify persons included on the SDN and the Blocked Persons list, available at https://sanctionssearch.ofac.treas.gov/.

343 Second Street / Los Altos, California 94022 / tel (650) 948-7658 / www.packard.org

Compliance with Laws
In connection with the activities to be funded under this grant, the Grantee represents and agrees that the Grantee has complied with and will continue to comply with all relevant applicable laws and regulations of the countries, states, and local jurisdictions in which such activities are conducted, including but not limited to the Foreign Corrupt Practices Act and other applicable anti-corruption laws and regulations.

Grantor's Rights
The Foundation may include information on this grant in its periodic public reports and may also refer to this grant in a press release. By accepting these grant funds, the Grantee agrees to such disclosure. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this grant, or to require repayment of any unexpended grant funds if necessary, in the Foundation's judgment, to comply with any law or regulation applicable to this grant. In this event, the Foundation will notify the Grantee in writing and provide an opportunity to respond.

Grantor
The David and Lucile Packard Foundation

By: Effective Date: June 21, 2022

Nancy Lindborg
President and CEO

Grantee
Read and agreed to by: **Fresno Unified School District / Grant #2022-73852**

Please return all pages of the Grant Agreement. This Agreement must be signed and dated by an officer, director, trustee, or other legally authorized representative of the Grantee.

By signing, I represent that I am legally authorized to sign on behalf of the Grantee.

By: _____ Date: _____

(Signature)

Printed Name: Santino Danisi

Title: Chief Financial Officer

Ann Lootz (Jul 29, 2022 16:26 PDT)
Approve as to Form

343 Second Street / Los Altos, California 94022 / tel (650) 948-7658 / www.packard.org

The David and Lucile Packard Foundation

GRANTEE EXPERIENCE STANDARDS

The Packard Foundation is committed to establishing and maintaining effective relationships with our grantee partners. We strive to deliver on the following Grantee Experience Standards (GES) and continually monitor our efforts to meet them:

- **Respect** – Grantees feel Foundation staff value grantee expertise and time, and approach funder-grantee power dynamics with humility and openness.
- **Information** – Grantees feel Foundation staff are thoughtful about asking for and sharing information, data, and feedback, and are transparent about how and why it is used.
- **Engagement** – Grantees feel they have opportunities to meaningfully engage in two-way dialogue with Foundation staff about our shared work.
- **Process** – Grantees feel they understand the Foundation's grant requirements and processes.
- **Strategy** – Grantees feel they understand how their work connects to the Foundation's strategy, how strategies evolve over time, and how to share input on those strategies.
- **Responsiveness** – Grantees feel Foundation staff provide timely responses to grantee questions.

We encourage grantee partners to communicate directly, and often, with program staff to provide feedback on any part of the grantmaking experience. If you would like to provide feedback to us directly, please email your comments to feedback@packard.org.

Those who would prefer to submit confidential, anonymous feedback are invited to visit EthicsPoint, a third-party ombudsman, for reporting options:
https://secure.ethicspoint.com/domain/media/en/gui/12445/index.html

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022 **AGENDA ITEM A-13**

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

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

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

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

Bid 20-49, Juan Felipe Herrera New Elementary School, Change Order 10 includes but may not be limited to: add ornamental fence access gates; add electrical for marquee sign; revise electrical power to wheelchair lift; add electrical for trophy cabinet lights; add electrical to audio visual system rack; add security cage to gas regulators; revision to room signage; add low voltage wall plates; add guard rails; revision to structural steel beam sizes; add structural steel beams; add electrical and data receptacles; remove and relocate exterior pole light; credit for PG&E power usage; credit for monitor installations; and add 45 days to contract duration. Change Order 11 includes but may not be limited to: Cost increase in play equipment; add elevator guide rails; add structural steel wide flange beams, braces, brace frames and brace connections.

Original Contract Amount:	$	37,621,226
Change Order(s) previously ratified:	$	1,881,344
Change Order 10 presented for ratification:	$	109,632
Change Order 11 presented for ratification:	$	53,248
New Contract Amount:	$	39,665,450

Bid 21-42 Section A, Bullard High School Athletic Field Improvements, Change Order 5 includes but may not be limited to: turf removal and provide skinned infield mix.

Original Contract Amount:	$	3,902,544
Change Order(s) previously ratified:	$	210,888
Change Order 5 presented for ratification:	$	9,951
New Contract Amount:	$	4,123,383

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: $172,831 is available in the Measure X Fund for Bids 20-49 and 21-42 Section A.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CHANGE ORDER

PROJECT NAME:
Juan Felipe Herrera Elementary School

CHANGE ORDER No. :	**010**
DSA File No. :	10-48
Application No. :	02-117109

CONTRACTOR :
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. :	1749
FUSD BID/CONTRACT No. :	20-49
CONTRACTOR P.O. No. :	608393

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

The original Contract Sum was	$ 37,621,226.00
Net change by previously authorized Change Orders	$ 1,881,343.56
The Contract Sum prior to this Change Order was	$ 39,502,569.56
The Contract Sum will be adjusted by	$ 109,632.25
The new Contract Sum, including this Change Order will be	$ 39,612,201.81
The Contract Completion date prior to this Change Order was	5/31/2022
The Contract Time will be adjusted by	(45) Calendar Days
The new Contract Completion date, including this Change Order is therefore	7/15/2022

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:	***Accepted by:***	***Authorized by:***
Darden Architects, Inc.	**Davis Moreno Const. Inc**	**Fresno Unified School District**
6790 N. West Avenue	4720 N. Blythe	4600 N. Brawley
Fresno, CA 93711	Fresno CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila AIA	By: Stephen Davis	By: Alex Belanger
Date: 07/05/2022	Date: 7/1/2022	Date: 7/12/2022

Fresno Unified School District

CHANGE ORDER

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

Item 10-1

DESCRIPTION OF CHANGE:
Ornamental Gate Revisions at Entrance to add to single gates.

REASON FOR CHANGE:
Revised gate configuration to serve campus access and egress.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 04

Amount of this Change Order Item:	**Increase $**	**26,783.64**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-2

DESCRIPTION OF CHANGE:
1. Provide two (2) dedicated electrical circuits to the marquee sign. 120 V, run from panel PAH-12.
2. Provide time clock to control operation of marquee sign light operation.

REASON FOR CHANGE:
To provide power can control for operation of marquee sign.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 049

Amount of this Change Order Item:	**Increase $**	**3,772.72**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-3

DESCRIPTION OF CHANGE:
Provide change in power service to wheel chair lift, design called for 208, however unit requires 120v so an additional wire needed to be pulled for the Neutral which was not orignally proivded for the 208v service.

REASON FOR CHANGE:
To provide correct power for operation of wheelchair lift.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase $**	**261.99**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-4

DESCRIPTION OF CHANGE:
Connect the Trophy cabinet lighing to the nearest power receptacle circuit in the lobby (PAL11-1) and intercept circuit at the ceiling space. Provide switch inside the Trophy cabinet at the side wall of the operable side of the cabinet door.

REASON FOR CHANGE:
To provide power for operation of trophy case lighting.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 476-1

Amount of this Change Order Item:	**Increase $**	**906.84**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-5

DESCRIPTION OF CHANGE:
Add a rack mounted power distribution module with a rocker switch at MPR AV system rack.

REASON FOR CHANGE:
To provide power for operation of MPR AV System rack.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 478

Amount of this Change Order Item:	**Increase $**	**883.91**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-6

DESCRIPTION OF CHANGE:
Provide Accessible Cage at Gas Regulators for each building.

REASON FOR CHANGE:
Security of gas regulators

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 81

Amount of this Change Order Item:	**Increase $**	**14,499.87**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-7

DESCRIPTION OF CHANGE:
Signage room number revsions.

REASON FOR CHANGE:
To revise classroom number sequencing.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 46

Amount of this Change Order Item:	**Increase $**	**7,427.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-8

DESCRIPTION OF CHANGE:
At all data outlets for TV's, provide a finished wall plate to match the WP5 below the monitor (passive HDMI female connector on plate).

REASON FOR CHANGE:
To terminate pass through HDMI and data cables to a wall plate.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 46

Amount of this Change Order Item:	**Increase $**	**11,300.13**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-9

DESCRIPTION OF CHANGE:
Custom Pipe Rails at Drinking Fountain

REASON FOR CHANGE:
Code-required protection for drinking fountain at path of travel.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 37

Amount of this Change Order Item:	**Increase $**	**3,521.18**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 10-10

DESCRIPTION OF CHANGE:
Add 45 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 or 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:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase $**	-
Time adjustment by this Change Order Item:	**Increase**	45 Days

Item 10-11

DESCRIPTION OF CHANGE:
PG&E power credit for construction usage.

REASON FOR CHANGE:
Reimbursement for PG&E power during construction that was paid by FUSD.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease $**	**(29,600.14)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-12

DESCRIPTION OF CHANGE:
Change of structural steel framing near grid BB3 at building B to revise beam size and connections.

REASON FOR CHANGE:
Beam sizes were changed due to removal of steel columns that were determined to not be required

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 159, 067

Amount of this Change Order Item:	**Increase $**	**3,326.57**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-13

DESCRIPTION OF CHANGE:
Added four (4) structural steel beams, bolted plate connections, and stiffener plates at building "B" roof screen wall.

REASON FOR CHANGE:
Required Revision to structural steel framing after clarification of submittal for roof screen wall. Contract documents did not include structural steel beam requirements for the roof screen wall at building Classroom Building "B".

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 069-R1

Amount of this Change Order Item:	**Increase**	**$**	**6,872.25**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 10-14

DESCRIPTION OF CHANGE:
Credit from the contractor to not install the TV monitors and mounting brackets. Mounting brackets on site to be turned over to the FUSD.

REASON FOR CHANGE:
District standards for elementery school clssrooms changed to Promethean monitors.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 43

Amount of this Change Order Item:	**Decrease**	**$**	**(6,744.78)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 10-15

DESCRIPTION OF CHANGE:
Installation of additional electrical power receptacles and data jacks in rooms A104, A112 and A131.

REASON FOR CHANGE:
Additional power and data required due to relocation of staff desks by FUSD.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 047R

Amount of this Change Order Item:	**Increase**	**$**	**23,307.43**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 10-16

DESCRIPTION OF CHANGE:
Remove and relocate existing light pole, concret base from walk area to planter corner. Remove flatwork around existing light pole bbases from joint to joint. Install Christy box at existing location and tie in new light pole location to circuit. Repour concrete sidewalk.

REASON FOR CHANGE:
Contract documents show exterior light pole in conflict with MPR loading ramp access.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 053

Amount of this Change Order Item:	**Increase $**	**22,047.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 10-17

DESCRIPTION OF CHANGE:
Phone, Data, and Power Revisions in Workrooms B168 and B232. At room B168 add one 208 outlet and data port below the east window next to existing 110 outlet for copier. At room B232 Add one 208 outlet and data port below the east window next to existing 110 outlet for copier. Add phone on the west wall next to light switch above counter. Add data outlet on the south wall next to the power outlet above counter.

REASON FOR CHANGE:
Staff furniture and equipment layout required adding additional power, data and phone infrastructure.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 052

Amount of this Change Order Item:	**Increase $**	**21,065.14**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**109,632.25**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 Days**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Juan Felipe Herrera Elementary School

DSA #: 02-117109

BID #: 20-49

Date: 7/11/22

Contractor: Davis Moreno

Architect: Darden

Change Order: 10

Contract Summary:

Bid Award Amount(s)			
Base Bid:		$	34,299,000.00
Additive Alternate 1:	Primary Care Building	$	1,947,805.00
Additive Alternate 2:	Restroom / Snack Bar	$	1,008,705.00
Additive Alternate 3:	Southeast Parking Lot	$	218,106.00
Additive Alternate 4:	East Baseball Backstop	$	147,610.00
Total Agreement Amount:		$	37,621,226.00

Contract Adjustments:

Total Contract Amount $ 37,621,226.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 5,965.96		$ -		$ 4,733.52		$ 44,985.70		$ -		$ 55,685.18		
CO #002	$ 37,621.31		$ -		$ -		$ 86,974.79		$ (857.04)		$ 123,739.06		
CO #003	$ 111,751.34		$ 76,302.21		$ -		$ 71,415.28		$ -		$ 259,468.83		
CO #004	$ 14,500.25		$ -		$ -		$ 69,142.67		$ -		$ 83,642.92		
CO#005	$ 275,098.66		$ 124.95		$ -		$ 24,115.39		$ -		$ 299,339.00		
CO#006	$ 541,089.69		$ 271,229.92		$ -		$ 44,332.02		$ -		$ 856,651.63		
CO#007	$ 9,153.64		$ -		$ -		$ 53,736.18		$ -		$ 62,889.82		
CO#008	$ 54,908.63		$ -		$ 14,350.81		$ 19,445.04		$ -		$ 88,704.48		
CO#009	$ 22,788.47				$ 1,455.30		$ 26,978.87				$ 51,222.64		
CO#010	$ 60,833.02		$ -		$ -		$ 48,799.23		$ -		$ 109,632.25		
Totals:	**$ 1,133,710.97**	3.0%	**$ 347,657.08**	0.9%	**$ 20,539.63**	0.1%	**$ 489,925.17**	1.3%	**$ (857.04)**	0.0%	**$ 1,990,975.81**	**$ 1,990,975.81**	5.3%

Total Contract Amount with Adjustments **$ 39,612,201.81**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Juan Felipe Herrera Elementary School

CHANGE ORDER No. :	**011**
DSA File No. :	10-48
Application No. :	02-117109

CONTRACTOR :
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. :	1749
FUSD BID/CONTRACT No. :	20-49
CONTRACTOR P.O. No. :	608393

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

The original Contract Sum was	$ 37,621,226.00
Net change by previously authorized Change Orders	$ 1,990,975.81
The Contract Sum prior to this Change Order was	$ 39,612,201.81
The Contract Sum will be adjusted by	$ 53,247.68
The new Contract Sum, including this Change Order will be	$ 39,665,449.49
The Contract Completion date prior to this Change Order was	5/31/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	7/15/2022

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: Antonio J. Avila AIA

Date: 07/21/22

Accepted by:

Davis Moreno Const. Inc
4720 N. Blythe
Fresno CA 93722
CONTRACTOR:

By: Stephen Davis

Date: 7/21/22

Authorized by:

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

By: Alex Belanger

Date: 7/22/2022

Fresno Unified School District

CHANGE ORDER

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

Item 11-1

DESCRIPTION OF CHANGE:
Increase in cost of primary and early learning play area equipment

REASON FOR CHANGE:
Equipment cost increases were incurred due to the modifications to the play areas and equipment.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 70

Amount of this Change Order Item:	Increase $	27,527.90
Time adjustment by this Change Order Item:	Increase	0 Days

Item 11-2

DESCRIPTION OF CHANGE:
Addition of steel guide rails for the elevator support in building B.

REASON FOR CHANGE:
Project documents did not include the correct and required guide rail size.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI-066

Amount of this Change Order Item:	Increase $	9,713.55
Time adjustment by this Change Order Item:	Increase	0 Days

Item 11-3

DESCRIPTION OF CHANGE:
Addition of wide angle braces and wide flange beams at building B.

REASON FOR CHANGE:
Project documents did not include required braces and beams

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase $	7,074.38
Time adjustment by this Change Order Item:	Increase	0 Days

Fresno Unified School District

CHANGE ORDER

Item 11-4

DESCRIPTION OF CHANGE:
Addition of HSS brace frame at building A between gridlines AA5 and AA4.

REASON FOR CHANGE:
Project Documents did not include the required HSS brace frame.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Submittal 083

Amount of this Change Order Item:	Increase $	3,539.15
Time adjustment by this Change Order Item:	Increase	0 Days

Item 11-5

DESCRIPTION OF CHANGE:
Addition of bottom flange bracing at screen wall vertical steel at building A.

REASON FOR CHANGE:
Project Documents did not include the required bottom flange bracing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Submittal 083

Amount of this Change Order Item:	Increase $	2,504.04
Time adjustment by this Change Order Item:	Increase	0 Days

Item 11-6

DESCRIPTION OF CHANGE:
Addition of Bottom flange brace frame connections at Building A2

REASON FOR CHANGE:
Project documents did not include the required bottom flange brace frame connections.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 208

Amount of this Change Order Item:	Increase $	2,888.66
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**53,247.68**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Days**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Juan Felipe Herrera Elementary School

DSA #: 02-117109

BID #: 20-49

Date: 7/21/22

Contractor: Davis Moreno

Architect: Darden

Change Order: 11

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 34,299,000.00
Additive Alternate 1:	Primary Care Building	$ 1,947,805.00
Additive Alternate 2:	Restroom / Snack Bar	$ 1,008,705.00
Additive Alternate 3:	Southeast Parking Lot	$ 218,106.00
Additive Alternate 4:	East Baseball Backstop	$ 147,610.00
Total Agreement Amount:		$ 37,621,226.00

Contract Adjustments:

Total Contract Amount $ 37,621,226.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 5,965.96		$ -		$ 4,733.52		$ 44,985.70		$ -		$ 55,685.18		
CO #002	$ 37,621.31		$ -		$ -		$ 86,974.79		$ (857.04)		$ 123,739.06		
CO #003	$ 111,751.34		$ 76,302.21		$ -		$ 71,415.28		$ -		$ 259,468.83		
CO #004	$ 14,500.25		$ -		$ -		$ 69,142.67		$ -		$ 83,642.92		
CO#005	$ 275,098.66		$ 124.95		$ -		$ 24,115.39		$ -		$ 299,339.00		
CO#006	$ 541,089.69		$ 271,229.92		$ -		$ 44,332.02		$ -		$ 856,651.63		
CO#007	$ 9,153.64		$ -		$ -		$ 53,736.18		$ -		$ 62,889.82		
CO#008	$ 54,908.63		$ -		$ 14,350.81		$ 19,445.04		$ -		$ 88,704.48		
CO#009	$ 22,788.47				$ 1,455.30		$ 26,978.87				$ 51,222.64		
CO#010	$ 60,833.02		$ -		$ -		$ 48,799.23		$ -		$ 109,632.25		
CO#011	$ 27,527.90		$ -		$ -		$ 25,719.78		$ -		$ 53,247.68		
Totals:	$ 1,161,238.87	3.1%	$ 347,657.08	0.9%	$ 20,539.63	0.1%	$ 515,644.95	1.4%	$ (857.04)	0.0%	$ 2,044,223.49	$ 2,044,223.49	5.4%

Total Contract Amount with Adjustments $ 39,665,449.49

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Bullard High School Athletic Field Improvements
5445 N Palm Ave
Fresno, CA 93704

CHANGE ORDER No. : 005

DSA File No. : 10-H8

Application No. : 02-117353

CONTRACTOR :
Ardent General, Inc
2960 N Burl Ave
Fresno, CA 93727

DESIGNER'S PROJECT No. : 217-0145

FUSD BID/CONTRACT No. : 21-42A

CONTRACTOR P.O. No. : 703897A

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

The original Contract Sum was	$ 3,902,544.00
Net change by previously authorized Change Orders	$ 210,887.94
The Contract Sum prior to this Change Order was	$ 4,113,431.94
The Contract Sum will be adjusted by	$ 9,950.60
The new Contract Sum, including this Change Order will be	$ 4,123,382.54
The Contract Completion date prior to this Change Order was	2/24/2022
The Contract Time will be adjusted by	0 calender days
The new Contract Completion date, including this Change Order is therefore	2/24/2022

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:

Blair, Church & Flynn
451 Clovis Ave #200
Fresno, CA 93612
ARCHITECT/ENGINEER:
By: Zachary Hockett, PE
Date: 05/13/2022

Accepted by:

Ardent General, Inc.
2960 N Burl Ave
City, CA 93727
CONTRACTOR:
By: ~~Garrett Pack~~ Stephanie Perkins
Date: 5/13/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger | Asst. Sup.
Date:

Fresno Unified School District

CHANGE ORDER

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

Item 5-1

DESCRIPTION OF CHANGE:
Eliminate turf and irrigation behind home plate at Varsity Softball and provide skinned infield mix.

REASON FOR CHANGE:
Field configuration aligned with district standards.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE: RFQ 01

Amount of this Change Order Item:	**Increase $**	**9,950.60**
Time adjustment by this Change Order Item:	**Increase**	**0**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**9,950.60**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard High School
Athletic Field Improvements
DSA #: 02-117353
BID #: 21-42A

Date: 5/19/22
Contractor: Ardent General, Inc
Architect: BCF
Change Order: 5

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Athletic Field Improvements	$ 3,902,544.00
Total Agreement Amount:		$ 3,902,544.00

Contract Adjustments:

Total Contract Amount $ 3,902,544.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 1,008.24		$ -		$ 1,045.58		$ 27,699.36		$ 5,053.42		$ 34,806.60			
CO #002	$ 71,677.76		$ -		$ 46,759.00		$ -		$ (9,435.58)		$ 109,001.18			
CO #003	$ 16,968.60				$ 10,907.45		$ 10,904.30		$ 19,631.70		$ 58,412.05			
CO #004	$ 3,008.61				$ 5,659.50						$ 8,668.11			
CO #005	$ 9,950.60		$ -		$ -		$ -				$ 9,950.60			
Totals:	**$ 102,613.81**	2.6%	**$ -**	0.0%	**$ 64,371.53**	1.6%	**$ 38,603.66**	1.0%	**$ 15,249.54**	0.4%	**$ 220,838.54**	**$ 220,838.54**	5.7%	
Total Contract Amount with Adjustments												**$ 4,123,382.54**		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM B-14

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

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

TITLE AND SUBJECT: Discuss and Acknowledge Receipt of the 2022/2025 Initial Successor Proposal from the International Association of Machinists and Aerospace Workers to the Fresno Unified School District

ITEM DESCRIPTION: In accordance with Section 3547 of the Government Code, all initial proposals of the exclusive representatives are to be presented at a public meeting of the public-school employer. The 2022/2025 Successor Contract Proposal from the International Association of Machinists and Aerospace Workers was first presented to the Fresno Unified School District at the August 10, 2022 meeting of the Governing Board and is hereby returned to this agenda for the Board to take action formally acknowledging receipt of said proposal.

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

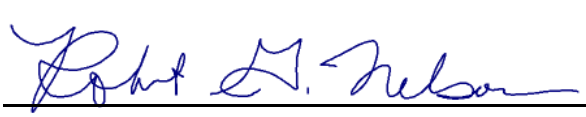
PREPARED BY: Paul Idsvoog,
Chief Operations and Classified Labor Management Officer

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

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



SUPERINTENDENT APPROVAL:



INTERNATIONAL ASSOCIATION of MACHINISTS
and AEROSPACE WORKERS
Local Lodge 653 / District Lodge No. 190
5726 E. Shields Ave • Fresno, CA 93727-7820 559/264-2815 • Fax 559/264-3060
iamaw653@comcast.net

Sent Via E-Mail
April 12, 2022
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Attention Brian Christensen, Division of Human Resource/ Labor Relations

Re: Contract Negotiations

Please consider this a formal request to enter negotiations as per **Article 20 - Term**. We will be looking forward to meeting with you to reach a mutually beneficial agreement. Articles listed below are the Union's desired to either modify or to make changes to are as followed:

Article 2 - Agreement

Article 2 - Compensation and Benefits

Article 13 - Hours

Article 14 - Leaves

Article 20 - Term

Article 21 - Tool Insurance

Article - Appendix A

The Union reserves the right to add to, delete from and/or Modify this proposal at any time.

Respectfully

Jeremy Celaya
Business Representative
IAMAW District 190, Local 653

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM B-15

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

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

TITLE AND SUBJECT: Discuss and Adopt the Successor Contract Proposal for 2022/2025 from the Fresno Unified School District to the International Association of Machinists and Aerospace Workers.

ITEM DESCRIPTION: In accordance with Section 3547 of the Government Code, all initial proposals of the exclusive representatives are to be presented at a public meeting of the public-school employer. The 2022/2025 Successor Contract Proposal from the Fresno Unified School District to the International Association of Machinists and Aerospace Workers was first presented at the August 10, 2022 meeting of the Governing Board and is hereby returned to this agenda for adoption by the Board.

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

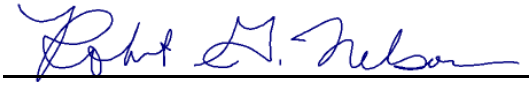
PREPARED BY: Paul Idsvoog,
Chief Operations and Classified Labor Management Officer

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

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



SUPERINTENDENT APPROVAL:



INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
FOR THE SUCCESSOR CONTRACT NEGOTIATIONS OF THE 2022-2023 SCHOOL YEAR

Introduction

The District's Initial Proposal to the International Association of Machinists and Aerospace Workers ("IAMAW") for successor contract negotiations for the 2022-2023 school year is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as IAMAW proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

Guiding Principle: Accelerating Learning for All Students In Order to Prepare Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to prepare career ready graduates.

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.

2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.

3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District

revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be consistent with the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and reality-based negotiations with IAMAW as we prepare to meet the challenges facing all stakeholders of the District community.

With these goals, priorities and economic constraints in mind, the District proposes as follows:

DISTRICT INITIAL PROPOSAL:

The District proposes a three year term for the parties' successor contract commencing July 1, 2022 and ending June 30, 2025. The District also proposes that the contract provide for reopeners in 2023-2024 and 2024-25. (Article 60 — Term of Agreement)

The District will be making additional proposals consistent with the following:

- Maintaining fiscal stability levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement;

- Providing compensation packages to recruit and retain the highest quality educators;

- Recognizing and rewarding the continuing efforts of dedicated District staff – both certificated and classified employees – that make it possible for the District to deliver quality education services for students; and

- Exploring the reallocation and re-purposing of current compensation expenditures in furtherance of the interests listed above.

- Modifying language in the collective bargaining agreement that address school safety for all, student success and staff success

The Parties may agree to address additional articles through their ground rules with the goals of improving student outcomes and recruiting and retaining quality educators.

Conclusion

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve: Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 24, 2022

AGENDA ITEM C-16

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

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2021/22

ITEM DESCRIPTION: Included below is the fourth quarterly investment report for the period ending June 30, 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 June 30, 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	$651,871,980
Investment with Trustees	$218,348,687*

*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 the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom
Executive Officer

DIVISION: Business and Financial Services
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CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL: