



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

AGENDA
WEDNESDAY, SEPTEMBER 15, 2021
***4:45 P.M. (CLOSED SESSION) *5:45 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.

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): 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).
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Sandra Washington v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2017-0751

***5:45 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

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: Paul Idsvoog, 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 September 08, 2021 Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the September 08, 2021 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution Proclaiming the Month of September as Suicide Prevention Awareness Month

Included in the Board binders is a resolution commemorating the observance of Suicide Awareness Month. Suicide Awareness Month is an opportunity to raise awareness and work to end the stigma that prevents individuals in need from seeking mental health help. If you or someone you know is struggling emotionally or having trouble coping, there is help. Individuals in distress can call the National Suicide Prevention Hotline at 1-800-273-8255, for free and confidential support or Text "home" to 741741. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-5, ADOPT Resolution Recognizing September 15, 2021 through October 15, 2021 as Hispanic Heritage Month

Included in the Board binders is a resolution commemorating the observance of Hispanic Heritage Month. National Hispanic Heritage Month is an opportunity to recognize the contributions made by Hispanic and Latino Americans to the United States and celebrate their heritage and culture. Hispanics have had a profound and positive influence on our country through their strong commitment to family, faith, hard work, and service. Fresno Unified School District hereby proclaims September 15, 2021 through October 15, 2021 as Hispanic Heritage Month. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566

A-6, APPROVE Independent Contractor Services Agreement with Lion and Fox, LLC

Included in the Board binders is an Independent Contractor Services Agreement with Lion and Fox, LCC to identify and collect required data to be reported to the California Department of Education (CDE). College and Career Readiness

A. CONSENT AGENDA - continued

currently reports 15 work-based experiences to CDE based on the data from the state dashboard and will prepare to add new data requested by CDE. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$134,500 are available in the Career Technical Education budget. Contact person: Kim Mecum, telephone 457-3731.

A-7, APPROVE Independent Contractor Services Agreement with United We Lead Foundation

Included in the Board binders is an Independent Contractor Services Agreement with United We Lead Foundation to provide Migrant students an opportunity to participate in the Migrant Young Writer's Academy. Services include instruction of expository writing skills, cultural competency/self-pride, social-emotional learning, college & career readiness, leadership skills, one to one teacher support/real-time feedback throughout the program, and virtual office hours & technical support. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$43,270 are available in the Migrant Program budget. Contact person: Kim Mecum, telephone 457-3731.

A-8, APPROVE Fresno County Cradle to Career Partnership

The Cradle to Career (C2C) Partnership for Fresno County is a community-wide partnership of public, private, nonprofit and philanthropic leaders who are organizing efforts and resources around building a shared community vision that all Fresno County youth will realize success and good health at every age, from cradle to career. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$50,000 are available in the Unrestricted General Fund. Contact person: David Chavez, telephone 457-3566.

A-9, APPROVE 2021/22 Classified Hourly, Classified Food Services, Classified Operations, Confidential, Fresno Teachers Association (FTA) – Trades, International Association of Machinists and Aerospace Workers (IAMAW) Crafts, Supervisory, Fresno Area Substitute Teachers Association (FASTA), Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps (JROTC) Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedules, and Prior Years Classified and Operations Y-Rated Salary Schedules

Included with this agenda item for the Board's consideration and approval are the 2021/22 Classified Hourly, Classified Food Services, Classified Operations, Confidential, Fresno Teachers Association (FTA) – Trades, International Association of Machinists and Aerospace Workers (IAMAW) Crafts, Supervisory, Fresno Area Substitute Teachers Association (FASTA), Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and

A. CONSENT AGENDA - continued

Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps (JROTC) Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedules, and Prior Years Classified and Operations Y-Rated Salary Schedules. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

END OF CONSENT AGENDA (ROLL CALL VOTE)

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. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members' opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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.

B. CONFERENCE/DISCUSSION AGENDA

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

B-10, PRESENT and DISCUSS Redistricting of Trustee Areas within Fresno Unified School District

The purpose of this presentation is to launch the process of redistricting Trustee Areas within Fresno Unified School District given the 2020 Census. Mr. Skinnell, Partner at Nielsen Merksamer Parrinello Gross & Leoni LLP, will present the (1) legal and policy criteria governing redistricting, and (2) demographics of existing trustee areas. Additionally, this will give the Board its first opportunity to receive public comment on appropriate criteria. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

***6:40 P.M.**

B-11, PRESENT and DISCUSS Stakeholder Input on Potential Elementary and Secondary Emergency Relief Investments

Federal funding for school districts from the American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund is intended to provide emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. Fresno Unified created several opportunities for the community to engage in a discussion about the needs of students and as a result received significant input which will be shared with the Board of Education. Fiscal impact: There are no costs associated with the engagement. When the Expenditure Plan is complete, funding will be available from ESSER III Federal Funds. Contact person: Santino Danisi, telephone 457-6226.

***7:05 P.M.**

B-12, HOLD a Public Hearing and ADOPT Resolution in the Matter of Sufficiency of Instructional Materials

The governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in these subject areas; English Language Arts, Mathematics, History/Social Science, Health in grades seven through twelve, Foreign Language in grades seven through twelve, and science equipment in grades nine through twelve. A survey to determine sufficient instructional materials at each school site was administered to all schools (Transitional kindergarten through grade twelve). The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731

C. RECEIVE INFORMATION & REPORTS

C-13, RECEIVE the Fresno Teachers Association – Social Workers Unit Initial Proposal to Fresno Unified School District

Included in the Board binders is the Fresno Teachers Association – Social Workers Unit 2021/22 Initial Proposal to Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

C-14, RECEIVE the Fresno Unified School District Initial Proposal to the Fresno Teachers Association – Social Workers Unit

Included in the Board binders is the Fresno Unified School District 2021/22 initial proposal to Fresno Teachers Association- Social Workers Unit. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

C-15, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of May 01, 2021 through July 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from May 01, 2021 through July 31, 2021 in accordance with Education Code § 35186. There is no fiscal impact to the District. Contact person: David Chavez, telephone 457-3566.

BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, OCTOBER 13, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

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: Paul Idsvoog
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

Fresno Unified School District

Date: September 15, 2021

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 2021-2022.

ELECTIONS**Certificated Personnel**

Aldaco-Glass Jr	Jose	Teacher, Autistic, Sdc	Figarden Elementary	8/9/2021
Becerra	Ashley	Teacher, Elementary	Homan Elementary	9/1/2021
Bird	Lyssa	Teacher, Elementary	Muir Elementary	9/7/2021
Carbajal	Jessica	Teacher, Elementary, eLearn Academy	eLearn Academy	9/7/2021
Flores Murillo	Karen	Teacher, Elementary, eLearn Academy	eLearn Academy	9/1/2021
Galaviz Ledezma	Ma Leticia	Teacher, Lrng Hndcp, Sdc	eLearn Academy	8/24/2021
Guong	Jimmy	Teacher, Lrng Hndcp, Sdc	Mclane High School	8/12/2021
Harper	Saiyasith	Teacher, Elementary, eLearn Academy	eLearn Academy	9/1/2021
Harrel Becker	LaDonna	Teacher, Senior High	Mclane High School	8/12/2021
Horwitz	Rebecca	Teacher, Elementary, eLearn Academy	eLearn Academy	8/24/2021
Hyatt	Tyler	Teacher, Elementary, eLearn Academy	eLearn Academy	8/31/2021
McPherson	Melissa	Teacher, Elementary, eLearn Academy	eLearn Academy	9/7/2021
Mejia	Cindi	Teacher, Elementary, eLearn Academy	eLearn Academy	9/2/2021
Mendenall	Richard	Teacher, Elementary, eLearn Academy	eLearn Academy	9/2/2021
Mendez	Kylie	Teacher, Elementary, eLearn Academy	eLearn Academy	9/1/2021
Merryman	Dalton	Teacher, Elementary, eLearn Academy	eLearn Academy	8/23/2021
Moua	Lencharn	Teacher, Elementary, eLearn Academy	eLearn Academy	8/24/2021
Rivas	Angela	Teacher, Middle School	Tehipite Middle School	8/26/2021
Rodriguez	Vanessa	Teacher, Elementary, eLearn Academy	eLearn Academy	8/30/2021
Santoyo	Melissa	Teacher, Elementary	Ericson Elementary	8/13/2021
Simonson	Erin	Teacher, Elementary, eLearn Academy	eLearn Academy	8/27/2021
Turner	Bryan	Teacher, Middle, eLearn Academy	eLearn Academy	8/27/2021
Vang	Sheng	Teacher, Elementary, eLearn Academy	eLearn Academy	9/1/2021
Yang	Susan	Teacher, Elementary, eLearn Academy	eLearn Academy	9/7/2021
Young	Michael	Teacher, Middle School	Rutherford Gaston Middle School	8/25/2021
Zamora	Annalisa	Teacher, Elementary, eLearn Academy	eLearn Academy	9/2/2021

Classified Personnel

Castro	Jolynn	Manager, Department Office	Payroll Department	8/30/2021
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Duarte Garcia	Vanessa	Nutrition Services Assistant	Food Services	8/30/2021
Kaur	Jasbir	Nutrition Services Assistant	Food Services	8/30/2021
Leal	Veronica	Paraprof, Mild/Moderate	Bakman Elementary	9/1/2021
Lee	Pajqhoob	Liaison, Home/School Hmong	Terronez Middle School	8/24/2021
Manning	Jasmine	Noontime Assistant	Jefferson Elementary	8/30/2021
Martinez De Garcia	Maria De Jesus	Technician, Facilities Reserv	Facilities Mgmt & Planning	9/7/2021
Moreno	Christine	Specialist, Hum Res Data I	Human Resources	8/30/2021
Pacheco Perez	Rosalva	Assistant, School Office	Yosemite Middle School	9/1/2021
Robinson	Monique	Paraprof, After Schl/Ext Day	Wilson Elementary	9/7/2021
Young	Kellie	Assistant, Campus Safety	Kings Canyon Middle School	9/2/2021

Management Certificated

Pinheiro	Tangee	Instr Super, School Leadership	Special Educ Administration	8/30/2021
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Management Classified

Ruiz	Maria	Manager Program, Student Wellness	Health Services	9/14/2021
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RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Calupina	Isaac	Teacher, Lrng Hndcp, Sdc	Wawona K-8 School	6/9/2021
Carter	Dennis	Specialist, Resource, Sp Ed	Hamilton School	7/19/2021
Rose	Kevin	Teacher, Senior High	Phillip J Patino School	8/26/2021

Management Classified

Quinto	Ruth	Superintendent, Deputy	Business Services Admin	9/30/2021
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DECEASED

Certificated Personnel

Valadez	Erika	Teacher, Pre-School	Lane Elementary	8/28/2021
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Classified Personnel

Robinson	Martha	Paraprof, Instructional Asst	Manchester Gate	8/20/2021
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LEAVE REQUEST

Certificated Personnel

Leung	Ashley	Specialist, Resource, Sp Ed	Rutherford Gaston Middle Schoo	10/29/2021
Mertens	Bethany	Teacher, Elementary	Mccardle Elementary	11/1/2021
Miller	Melissa	Therapist, Spch/Lang/Hrng/Dis	Special Ed	9/19/2021

PROMOTIONS

Classified Personnel

Alcala Rubio	Dasttinie	Assistant, Attendance Records	Roosevelt High School	9/7/2021
Fonseca-Flores	Ruby	Manager, School Office I	Norseman Elementary	9/14/2021
Garza	Julia	Assistant, School Office	Fresno High School	9/7/2021
Lopez	Renee	Paraeducator, Autism	Ericson Elementary	8/31/2021
Marrufo de Cazares	Leticia	Liaison, Home/School Spanish	Addicott	9/13/2021
Murrieta	Patricia	Assistant, Office III	Benefits & Risk Management	9/14/2021
Sanchez	Veronica	Paraprof, After Schl/Ext Day	Sunset Elementary	8/25/2021
Thao	Joanna	Manager, School Office I	Columbia Elementary	9/9/2021
Torres	Berenice	Specialist, Chd Wel & Attnnd II	Preschool Office	8/24/2021

Management Certificated

Henell	Deborah	Vice Principal III	Sunnyside High School	9/7/2021
Scheidt	Sarah	Vice Principal III, Spec Asgn	Prevention And Intervention	8/25/2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

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 September 08, 2021 Regular Board Meeting.

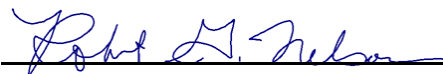
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:





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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

September 08, 2021

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on September 08, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Davis CONVENED the Regular Board Meeting at 4:35 p.m. and ADJORNED to Closed Session to address items one through five.

Board Member Islas arrived at 4:55 p.m.

The BOARD RECONVENED in Open Session at 5:37 p.m.

For the record, at this time the Board recognized our newly elected student board members for the 2021/22 school year. Maise Aguilar from Fresno High School, Ishan Singh from Sunnyside High School. Also, Maria Herrera from DeWolf High School, has been elected as the alternate.

Reporting Out of Closed Session

- On a motion by Board Clerk Thomas, seconded by Board Member Cazares, the Board took action in Closed Session to promote Isaac Villanueva-Langdon to Principal II at Pyle Elementary School, on a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

PLEDGE OF ALLEGIANCE

Chief of Staff David Chavez led the flag salute.

HEAR Report from Superintendent

- Recognized September as Suicide Prevention Month and his gratitude to our team as we prioritize mental health across our system. Suicide, much like other mental health conditions, can affect anyone regardless of age, gender, or background. Every year thousands of individuals die by suicide, leaving behind their friends and family members to navigate the tragedy of loss. About 80% of teens who die by

HEAR Report from Superintendent – continued

suicide show warning signs, 90% of teens who die by suicide have another mental health concern, and suicide is the 2nd leading cause of death in people ages 10-34. In efforts to support our students and families we have a team of Fresno Unified School Psychologists and School Social Workers who are providing prevention information and training to our students and staff about suicide this month as well as providing ongoing crisis support and interventions during and after a tragedy. Our district has an after-hours crisis team to respond to immediate needs of students, we've steadily increased our staffing and social emotional supports across the district, and we've expanded partnerships with CareSolace, TalkSpace, and more to support students, families and staff. If you or anyone you know may be struggling with mental health, please don't hesitate to send a referral to our teams by clicking the "social emotional wellness" icon on our homepage at www.fresnounified.org, or by calling the Central Valley Suicide Hotline at 1-888-506-5991.

- Shared the district is actively hiring substitutes across the district. We need substitute teachers to help ensure our students have a high quality teacher each day, we need substitute bus drivers to get our students safely and efficiently to and from school, we need substitute nutrition services workers to keep our students fed whether they're learning in-person or at home, we need substitute paraprofessionals to help us in the classroom and as we expand our after school programs, and we need substitute clerical staff to help us keep up with contact tracing across the district. Our teams have been working incredibly hard in this area, both through recruitment and through partnering with outside organizations. Just to give some context, we have almost 1,800 substitutes in our system right now, with 1,000 being certificated and the other almost 800 being classified subs. Of that list, less than 1/3 are taking regular sub days with us this year. We are making it work and have been deploying certificated and classified managers to school sites and classrooms, but the need is real. If you've ever wanted to serve our students, we need you now more than ever. We need our "coalition of the willing" with us side by side as we serve our students, in yet another difficult year due to this pandemic. If you're interested in serving, or know someone who might be, please have them call or text us at (559) 289-4599 or head to our website to apply online.
- Announced the administration of this year's Confidential Family Survey (CFS) will begin later this month. This annual survey collects important household and income data from identified Fresno Unified families. While this information remains confidential, the results are crucial to determining district and school funding through the Local Control Funding Formula. This year, the CFS will be distributed electronically, and will be sent through a pre-populated URL through student email. So please keep an eye out in your student's email for that link and participate!

HEAR Report from Superintendent – continued

- Shared Fresno Unified is currently surveying families, staff, and students in grades 3-12 on a handful of school climate and culture indicators. This survey is an opportunity for you and your student to tell us about your experiences with their school and how we can better support your student's learning. Promoting a positive school climate is central to our district's vision of success for each student. Students will complete their surveys during class during the weeks of late September and early October. Families and staff will complete their surveys online between September 27 and October 15. We look forward to receiving important input from you, your students, and our staff about the climate and culture of our schools. The data we collect will help our schools to take action toward improving student outcomes and ensuring that your child feels connected to their school. For more information, check your email or contact your child's school directly. Additionally, you may visit our District and school websites for more information, including videos on "Family Voice Matters" and a "How-To" walkthrough of the survey experience.
- Shared the district is gathering feedback from our Fresno Unified Family to help support our planning for Elementary and Secondary School Emergency Relief (ESSER) III funds and additional Local Control Funding Formula (LCFF) funds – take a look at this quick video to find out how to make your voice heard. (Watch the video here). Thank you to our State and Federal office for conducting this outreach – and please teachers, staff, students, and parents, head over to the ThoughtExchange to share your ideas.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received one request to address the Board on the Consent Agenda. The individual's name along with a summary of topic are as follows:

1. Carmen T. Mendoza: Spoke to the importance of local food procurement, Agenda Item A4.

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, the Consent Agenda, was approved with the exception of Agenda Items A-4 and A-6a which were pulled for further discussion, by a vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

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

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

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the August 25, 2021 Regular Board Meeting.

A-4, ADOPT Resolution 21-02 to Promote Local Participation in Procurement of Food Products for District Student Meal Programs

ADOPTED as recommended, Resolution 21-02, promoting increased participation of local growers and businesses in procurement of food products for district student meal programs provided by the Nutrition Services Department.

For the record, Board Members had comments/questions pertaining to Agenda Item A-4. A summary is as follows: Thanked those who worked to make this a reality. This work helps to make sure we take care of our own, this is one more step towards that goal. Requested clarity as to the 200 versus the 250 miles listed in the resolution. Asked if the miles should be amended back to 200 miles. Shared some of the benefits this resolution will support such as the local economy, student meals, environmental justice, a valued workforce, and animal welfare. Chief Operations Officer Karin Temple was available to provide clarity.

On a motion by Board Clerk Thomas, and seconded by Board Member Islas, Agenda Item A-4 was approved by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

A-5, ADOPT Variable Term Waiver for Bilingual Cross-cultural, Language and Development Authorization

ADOPTED as recommended, Variable Term Waiver requests for Bilingual Cross-cultural, Language and Development (BCLAD) Authorization for the 2021/22 school year.

A-6, APPROVE Independent Contractor Services Agreement with NRS Staffing, LLC

APPROVED as recommended, an agreement with NRS Staffing, LLC to provide support to Fresno Unified School District licensed vocational nurses (LVNs) at school sites.

A. CONSENT AGENDA - continued

A-6a, APPROVE Agreement with Fresno Building Healthy Communities

APPROVED as recommended, an agreement with Fresno Building Healthy Communities as the lead agency in the Immigrant Refugee Coalition (IRC).

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

“Item A-6Aa on tonight’s Consent Agenda concerns an agreement with Fresno Building Healthy Communities as the lead agency. I am an unpaid member of the Board for the Fresno Building Healthy Communities which is a nonprofit corporation. As an unpaid Board member, I have no financial interest in this contract and did not participate in the making of this agreement. Nevertheless, out of an abundance of caution, I am recusing myself to avoid any appearance of impropriety and abstaining from this vote pursuant to Board Bylaw 9270.”

For the record, Board Members had comments/questions pertaining to Agenda Item A-6a. A summary is as follows: Commented on the significance of this item for our community. Acknowledged and thanked district staff and the Building Healthy Communities staff for their work and quick pivot to this project. Thanked President/CEO Sandra Celedon for attending the board meeting. Commented that this agreement will help with contact tracing, the entering of data, and staff training.

On a motion by Board Member Cazares, and seconded by Board Clerk Thomas, Agenda Item A-6a was approved by a vote of 5-0-1-0 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. ABSTENTIONS: Board Member Islas. The Trustee Area 5 seat is vacant.

A-7, APPROVE Credentialed Teachers to Coach One Period of Competitive Sport for Physical Education Credit for the 2021/22 School Year

APPROVED as recommended, a request to approve credentialed teachers to coach one period of competitive sport for physical education credit.

A-8, APPROVE Hiring Noncredentialed Consultants for the 2021/22 School Year

APPROVED as recommended, a request to hire noncredentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students.

A-9, APPROVE College Board Service Agreement for PSAT/SAT

APPROVED as recommended, a College Board Service Agreement for PSAT/SAT. PSAT/SAT:

A. CONSENT AGENDA - continued

- A-10, APPROVE Independent Contractor Services Agreement with Intellias Inc.**
APPROVED as recommended, a consulting agreement with Intellias Inc. to assist with the upgrade of the technology infrastructure that runs the Lawson Human Resources system.
- A-11, APPROVE Award of Bid 22-06, Mobile Hotspots for Private LTE Citizens Broadband Radio Service Network**
APPROVED as recommended, information on Bid 22-06, to establish fixed unit pricing for hotspots to connect students to the internet using the district's private LTE network.
- A-12, RATIFY Independent Contractor Services Agreement with Davis Education**
RATIFIED as recommended, an Independent Contractor Services Agreement with Davis Education to provide students and staff with the unique opportunity to ensure pathway experiences align to current industry best practices.
- A-13, RATIFY Independent Contractor Services Agreement with Nearpod, Inc.**
RATIFIED as recommended, an Independent Contractor Services Agreement with Nearpod, Inc. for unlimited access to Nearpod's platform which includes lessons, videos, and activity creations.
- A-14, RATIFY Change Order**
RATIFIED as recommended, information on a Change Order for the following project: Bid 21-16, Mayfair Elementary School Masonry Block Wall; Change Order 1 presented for ratification \$18,537.
- A-15, RATIFY the Filing of a Notice of Completion**
RATIFIED as recommended, a Notice of Completion for the following project, which has been completed according to plans and specifications; Bid 21-16, Mayfair Elementary School Masonry Block Wall.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Andrew Fabela: Concerned with teacher instruction within the eLearn program.

B. CONFERENCE/DISCUSSION AGENDA

B-16, OPPORTUNITY for PUBLIC DISCLOSURE and RATIFICATION of the 2021-2024 Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employees Association, Chapter 143

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

For the record, Board Members had comments/questions pertaining to Agenda Item B-16. A summary is as follows: Shared background as to reason for a no vote on this item; stated due to the needs still in the district and those that are as of yet still unknown Board Member believes the community would want the funds to be used to directly support students.

On a motion by Board Member Cazares, seconded Board Clerk Thomas, Agenda Item B-16 was approved by a vote of 5-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Major Slatic, Thomas, and Board President Davis. NOES: Board Member Jonasson Rosas. The Trustee Area 5 seat is vacant.

B-17, PRESENT and DISCUSS Renaming of Facilities

Presentation by Saul Mendoza and comments by Pastor Criner.

OPPORTUNITY for Public Comment

For the record, the Board received three requests to address the Board on Agenda Item B-17. The individual's names along with a summary of topic are as follows:

1. Andrew Fabels: Shared poem by Aeschylus.
2. Marshall Moushigian: Commented on the importance of parent involvement, changing a name, and support for renaming Forkner in honor of H. Roger Tatarian.
3. Mark Arax: Shared information of J.C. Forkner and his system of racial coding. Support of renaming Forkner Elementary in honor of Roger Tatarian.

For the record, Board Members had comments/questions pertaining to Agenda Item B-17. A summary is as follows: Appreciated the opportunity to address this issue and the patience of our presenters. Timely manner to discuss, in a systematic way, policy and bylaws of the naming process and creation of a renaming process. Community involvement is indicative of how communities see themselves and is needed in this process. Requested the creation of an ad hoc committee comprised of community members and residents of Fresno Unified to advise on best practice for naming facilities. Referenced comments from previous meeting in support of naming a facility in honor of Roger Tatarian. Commented that the politics at that Board meeting prevented the naming of a facility in honor

of Roger Tatarian in the very community in which people of Armenian heritage were made to live. Stated the politics overwhelmed community voice. Commented the injustices the Armenian community have faced due to redlining support the move of changing the name before a formal process is in place. Shared interest of moving forward with the renaming of Forkner Elementary School sooner rather than later. Thanked the community for sharing the merits of Roger Tatarian and the dubious nature of J.C. Forkner. Supported the renaming of Forkner Elementary School before a formal process is established due to the information shared pertaining to J.C. Forkner. Supports the renaming of Forkner Elementary School but cautions against moving before a process is in place, does not think it is a good precedent. Requested from staff a list of district buildings yet named. Requested clarity as to how soon a committee could be created, and a process completed in order to have the renaming in place by the beginning of the next school year. Commented on the need for an established process. Chief of Staff Chavez was available to provided clarity.

For the record, Chief of Staff Chavez recommended to the Board, based on their comments, for staff to bring in October 2021 an action item pertaining to renaming Forkner to H. Roger Tatarian, which will allow time for community comment, and at the same time work on establishing a committee to create a policy for renaming and naming of facilities.

B-18, DISCUSS and APPROVE the 2020/21 Unaudited Actual Financial Report, 2020/21 Year-End Budget Revision and 2021/22 Gann Limit

OPPORTUNITY for Public Comment

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

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, Agenda Item B-18 was approved by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

B-19, DISCUSS and PROVIDE Direction Regarding the Use of a Project Labor Agreement or Traditional Bid Approach for Construction of the Francine and Murray Farber Educational Campus

For the record, Board Members had comments/questions pertaining to Agenda Item B-19. A summary is as follow: Requested clarity as to who created the PowerPoint presentation. Referenced reading studies on Project Labor Agreements (PLAs) and commented on opinion, as an economist, that number one disadvantage of using a PLA is the removal of salaries from the local economy, anywhere from 6% to 19%. Requested clarity as to why that information was not contained in the presentation. Requested clarity as to if the use of the PLA with Herrera Elementary can help answer questions of discrimination against

apprentices, percentage of wages going out of state, and the use of local companies. Interested in knowing the percentage of wages going out of town in comparison to non-PLA projects. Commented being proud of the district's work with the CTC. Commented that our PLA uses local unions. Requested a breakdown of information pertaining to females in the Trades. Requested clarity as to local hire provisions and for information to be provided in a board communication. Chief of Operation Karin Temple, Assistant Superintendents Jeremy Ward and Alex Belanger were available to provide clarity.

OPPORTUNITY for Public Comment

For the record, the Board received one request to address the Board on Agenda Item B-19. The individual's name and summary of topic are as follows:

1. Richard Markuson: Commented on disadvantages of using a traditional PLA.

For the record, the Board directed staff to move forward to bid under the use of a Project Labor Agreement.

B-19a, DISCUSS Potential Censure of Trustee Major Slatic, refer to an Ad Hoc Committee for Recommendation, and APPROVE Suspension of Procedure Number 8 in Board Bylaw 9005.1

OPPORTUNITY for Public Comment

For the record, the Board received two requests to address the Board on Agenda Item B-19a. The individual names and summary of topics are as follows:

1. Jessica Mahoney: Supported the censure of Trustee Major Slatic.
2. Andrew Fabela: Spoke against censure of Trustee Major Slatic.

For the record, Board Members had comments/questions pertaining to Agenda Item B-19a. A summary is as follows: Requested clarity as to the action of suspension of procedure number 8 in Board Bylaw 9005.1. Commented does not support suspension of procedure. Commented on need to follow normal procedure. Commented on why board member felt item should be processed expediently. Commented on the use of a filibuster. Chief of Staff Chavez and Legal Counsel Shawn Van Wagenen were available to provide clarity.

For the record, a motion by Board Member Islas to approve the Suspension of Procedure Number 8 in Board Bylaw 9005.1 did not receive a second and did not pass.

On a motion by Board Member Cazares, to not approve the suspension of procedure number 8 in Board Bylaw 9005.1 and to follow normal censure process and seconded by Board Clerk Thomas, was approved by a vote of 4-1-1-0 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, and Board

President Davis. NOES: Board Member Islas. ABSTENTIONS: Board Member Major Slatic. The seat in Trustee Area 5 is vacant.

For the record, the Board directed staff to move forward with the censure of Trustee Major Slatic but to follow normal process.

BOARD/SUPERINTENDENT COMMUNICATION

C. RECEIVE INFORMATION & REPORTS

The Board was in receipt of Agenda Item C-20, RECEIVE the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2020/21

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 8:30 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

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 Proclaiming the Month of September 2021 as Suicide Prevention Awareness Month

ITEM DESCRIPTION: Included in the Board binders is a resolution commemorating the observance of Suicide Awareness Month. Suicide Awareness Month is an opportunity to raise awareness and work to end the stigma that prevents individuals in need from seeking mental health help. If you or someone you know is struggling emotionally or having trouble coping, there is help. Individuals in distress can call the National Suicide Prevention Hotline at 1-800-273-8255, for free and confidential support or Text “home” to 741741.

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

PREPARED BY: Ambra O’Connor,
Executive Director

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3340

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

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)
The Month of September 2021)
Suicide Prevention Awareness Month)

RESOLUTION 21-05

WHEREAS, Suicide is the second leading cause of death among children and adolescents 13-19.

WHEREAS, September is National Suicide Prevention Awareness Month, a time to raise awareness on this stigmatized, and often taboo topic. We use this month to spread hope and vital information to our students, staff, and families about suicide and depression and ways to get help; and

WHEREAS, We recognize the immense impact that the past year and a half has had on the emotional and mental wellness of our students, families and staff due to losses, uncertainties and constant adjustments; and

WHEREAS, Our Board of Education affirmation of Suicide Prevention Awareness Month aligns with the Suicide Prevention Board Policy 5141.52; and

WHEREAS, It is our goal to ensure that students, families, and staff have access to the necessary resources to discuss suicide prevention and to seek help; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Fresno Unified School District designates the month of September 2021 Suicide Prevention Month and that all school sites are encouraged to share with their students and families that they can learn more and access help for themselves or someone they love on the district Social Emotional Wellness and Support webpage or by calling Lifeline at 1-800-273-8255 for free and confidential support or Text "home" to 741741.

BE IT FURTHER RESOLVED the Board of Education directs the Superintendent to continue all existing suicide prevention staff training, student workshops and supports.

ADOPTED this 15th day of September 2021 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 5
NOES: 0
ABSENT: 1

Valerie F. Davis, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution Recognizing September 15, 2021 through October 15, 2021 as Hispanic Heritage Month

ITEM DESCRIPTION: Included in the Board binders is a resolution commemorating the observance of Hispanic Heritage Month. National Hispanic Heritage Month is an opportunity to recognize the contributions made by Hispanic and Latino Americans to the United States and celebrate their heritage and culture. Hispanics have had a profound and positive influence on our country through their strong commitment to family, faith, hard work, and service. Fresno Unified School District hereby proclaims September 15, 2021 through October 15, 2021 as Hispanic Heritage Month.

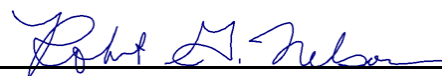
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez
Chief of Staff

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

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)
September 15 through October 15, 2021)
Hispanic Heritage Month)

RESOLUTION 21-06

WHEREAS, National Hispanic Heritage Month is celebrated in recognition of the historical and cultural contributions of Hispanics and cover a wide range of independence days of several Latin American countries, including Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Chile, and México; and

WHEREAS, Hispanic Heritage Month is an opportunity to recognize and appreciate Latin Americans and all those who share family ties with Latin America, regardless of their place of residence, for their culture, social connections and economic partnerships, and

WHEREAS, we recognize the many accomplishments of our Fresno Unified students during Hispanic Heritage Month; and

WHEREAS, we firmly believe that the celebrations during Hispanic Heritage Month will revitalize the ideals that nourish the partnership between Latin American countries and the United States.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education of Fresno Unified School District designates September 15 through October 15, 2021 Hispanic Heritage Month and that all educational sites are encouraged to recognize the many accomplishments and contributions of Hispanics throughout the curriculum and activities at school sites.

ADOPTED this 15th day of September 2021 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 5

NOES: 0

ABSENT: 1

Valerie F. Davis, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

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 Independent Contractor Services Agreement with Lion and Fox, LLC

ITEM DESCRIPTION: Included in the Board binders is an Independent Contractor Services Agreement for Lion and Fox LLC. This partnership would facilitate the creation of a tool that will allow the College and Career Readiness Department to identify and collect data efficiently and accurately for reporting and tracking required by the California Department of Education. There are currently 15 different types of work-based experiences that Fresno Unified needs to report to the California Department of Education as a component of the College and Career Indicators found on the state dashboard. These require data collections on the number of students participating in recognized pre-apprenticeship programs, state and federal job programs, and transitional work-based learning experiences both inside and outside of the classroom. The California Department of Education has also highlighted areas where data may potentially be collected and reported in the future, including student internships, student-led enterprises, simulated work-based learning, and the Armed Services Vocational Aptitude Battery-Armed Forces Qualification Test Score.

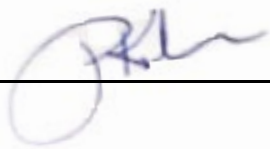
FINANCIAL SUMMARY: Sufficient funds in the amount of \$134,500 are available in the Career Technical Education Budget.

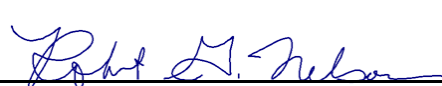
PREPARED BY: Jeremy Ward,
Assistant Superintendent

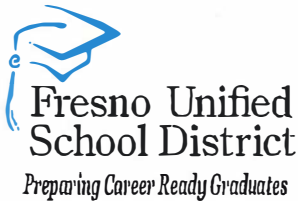
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Lion and Fox LLC

422 E. Loyola Avenue, Fresno, CA 93720

Vendor Name

Address

559.281.6353

Chris Durham

Phone Number

Vendor Contact

From: ~~August 12, 2021~~ September 9, 2021 CD

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

College & Career Readiness

248-7460

Jeremy Ward

Site/ Dept

Telephone number

Name

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

060-6387-0710-3800-1000 ~~5019~~

Annual Cost \$ 134,500.00

(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:

Work-based learning web-based application for tracking and reporting work-based learning student activities for local and state reporting.

Date Item is to appear on Board of Education Agenda:

09/15/21

09/08/21 Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

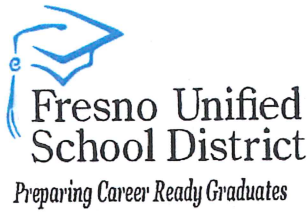
Please return signed contract to:

Dina Lopez

College and Career Readiness

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION College & Career Readiness

School/Department Budget: 060-6387-0710-3800-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Lion and Fox LLC

Contractor's Contact Person: Chris Durham

Contractor's Title: Owner

Contractor's Telephone Number: 559.281.6353

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

Contractor's Address: 422 E. Loyola Avenue, Fresno, CA 93720

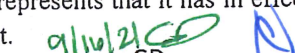
Contractor's Taxpayer ID# or 638-16-6206

SSN#:

This Independent Contractor Services Agreement is made and entered into effective ~~08/12/21~~ ^{CD 9/14/21} (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").


1. Contractor Services. Contractor agrees to provide _____

Work-based learning web-based application for tracking and reporting work-based learning student activities for local and state reporting.

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 ~~08/12/21~~ ^{09/09/21} CD, and shall terminate on 06/30/22. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per invoice. Not to exceed \$ 134,500.00. Checks will be made payable to Lion and Fox LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here CD 

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 134,500.00
- f. Other _____


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

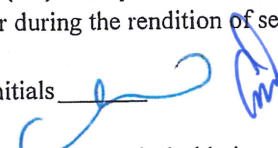
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

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

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

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

Contractor's initials CD 

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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@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 Committee 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 Committee Contractor shall provide a written acknowledgement 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 Committee 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 Committee and 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

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

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

Contractor's initials CD

District's initials [Signature]

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:

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

Contractor: Lion and Fox LLC

Name: Chris Durham

Address:
422 E. Loyola Ave
Fresno, CA 93720

c: Andrew De La Torre
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

Lion and Fox LLC

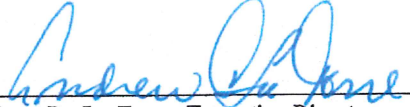
Chris Durham Digitally signed by Chris Durham
Date: 2021.07.07 20:32:37 -07'00'

Name: Chris Durham, Title:

July 7, 2021

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

8/9/2021

Date

June 30, 2021

Kristen Boroski - Director
Fresno Unified - CTE
4120 N. First St.
Fresno, CA 93726

Work-Based Learning Web Application Project

1. Project Summary

Lion and Fox LLC will be engaging with Fresno Unified School District's Career Technical Education Department to design and build a web-based application that focuses on tracking and reporting work-based learning student activities. This project will increase the efficiency of multiple end users by simplifying the tedious task of collecting work-based learning data, reduce the chances for input errors, and streamline state reporting. By extending the core software through additional feature sets, this project could also assist in managing workflow with current business partners and CTE advisory board meeting and generate work permits for students. In addition, it could aid in the facilitation of job shadows and internships by providing a platform in which students and local business partners are able to engage.

2. Project Scope

The deliverables for this project will be the following:

- **Discovery Workshops:** In these workshops we will brainstorm with various end users and ideate use cases to ensure the final product speeds up workflows and increases efficiency.
- **Prototyping and Reviews:** Throughout the prototyping process, we'll walk you through several review points where you will have the opportunity to give feedback.
- **Core Software Development:** The core software will allow you to create and manage Work-Based Learning entries ranging from guest speakers to internships. Data will be displayed visually to help inform decision making throughout the year. Custom reports will be generated to expedite and simplify state reporting requirements.
- **Training & Product Launch:** During this phase the software will be live and utilized by the end users. In-person training and video tutorials will be made available. Support will be provided for any technical issues that arise.

3. Additional Feature Development

These features extend the functionality of the core software:

- **Software Feature - Advisory Board Management:** Set up and manage multiple boards, create meeting invitations, keep track of meeting attendance, and store meeting minutes.

- **Software Feature - Generate Work Permits:** District level analytics for all student work permits. Keep track of probationary timelines, permit expiration dates, and analyze work permit related data.
- **Software Feature - Incorporate 3rd Party Platform Data:** Access student data from (1) 3rd party software and include it in Core Software WBL data reports and dashboards.

4. Pricing & Payment Schedule

50% of the Project Total is due upon contract approval. 25% of the Project Total will be due at the midpoint of development completion. The remaining 25% will be due at Product Launch.

Description	Fee
<ul style="list-style-type: none"> • Core Software Development <ul style="list-style-type: none"> ○ Includes Discovery Workshops through Product Launch • Feature Development - Advisory Board Management • Feature Development – Incorporate 3rd Party Platform Data • Feature Development - Work Permits • Annual Access, Training, and Support <ul style="list-style-type: none"> ○ 12 Months from Contract Signing Date 	\$134,500

5. Acceptance

The client named below verifies that the terms of this Statement of Work are acceptable. The parties hereto are each acting with proper authority by their respective companies.

Fresno Unified School District
Company name

Kristen Boroski
Full name

Director
Title

Signature

Date

Lion and Fox LLC
Company name

Chris Durham
Full name

Owner
Title

Signature

Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM A-7

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Independent Contractor Services Agreement with United We Lead Foundation

ITEM DESCRIPTION: Included in the Board binders is a request to approve an Independent Contractor Services Agreement with Migrant Education and United We Lead Foundation in the amount of \$43,270 to provide Migrant students an opportunity to participate in the Migrant Young Writer's Academy.

The Migrant Young Writer's Academy is a seven-week fun and engaging English Language Arts (ELA) Saturday Academy focusing on writing structure and its implementation of expository text. This series of ELA/English Learners Department classes will help migrant students foster creativity, self-expression and unleash their excitement about writing.

Services include instruction of expository writing skills, cultural competency/self-pride, social-emotional learning, college & career readiness, leadership skills, one to one teacher support/real-time feedback throughout the program, and virtual office hours & technical support.

Upon completion of the Academy, students will create a draft of informative or explanatory writing that includes organization and writing processes, using expository text features. In addition, students will be able to better explain and analyze information by presenting an idea/stance, relevant evidence, and generating appropriate discussion.

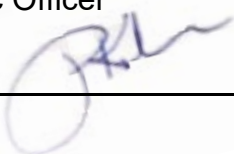
FINANCIAL SUMMARY: Sufficient funds of \$43,270 are available in the Migrant Program budget.

PREPARED BY: Sandra Toscano,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Name	Address
Phone Number	Vendor Contact
From:	Through:
Term (Duration)	
FUSD Contract Administrator:	
<i>Name</i>	<i>Site/ Dept</i> <i>Telephone number</i>
Budget (Fund-Unit-Dept.-Activity-Object)	

Annual Cost (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:

Date Item is to appear on **Board of Education Agenda:** **Agenda Item #** **(Contracts of \$15,000.00 or more)**

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

Signed

Date

Reviewed & approved by **Executive Director, Risk Management:**

Andrew R. Tane

8/25/2021

Signed

Date

Please return signed contract to:

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:

District Contact Person:

Budget Manager Approval: Sandra Toscano

Contractor's Vendor Name:

Contractor's Contact Person:

Contractor's Title:

Contractor's Telephone
Number:

Contractor's E-mail:

Contractor's Address:

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective _____ (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

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 _____, and shall terminate on _____. There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed _____. Checks will be made payable to _____. 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 Prosalant
 a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
 b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
 c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 d. Supplies _____ As negotiated with school/department contracting for service.
 e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): _____
 f. Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☐ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☐ No
8. California Residency. Contractor is a resident of the state of California: ☐ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials Prosalant District's initials Prosalant
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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@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 Committee 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 Committee Contractor shall provide a written acknowledgement 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 Committee an opportunity to seek appropriate protection; and
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- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and 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.

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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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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.

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

Contractor's initials *Provisional* District's initials *Unsubstantiated*

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:

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

Contractor:

Name:

Address:

c: Andrew De La Torre
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

Prasadam Uzategui

Name: _____, ***Title:***

Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

8/25/2021

Date

CONTRACTOR-PROVIDED SERVICES AGREEMENT

("Agreement")

Legal Doc./Contract No. 1030

COVER

Program/Event: 2021 Distance Learning Services – Fall 2021

UNITED WE LEAD FOUNDATION "UWLF" ("Contractor")

DBA (*leave blank if none*):

Attn: Prasadam Uzcategui, CEO
2600 Ventura Ave. Suite 105
Fresno, CA 93721
Phone: (559) 753-3056
Email: weleadfoundation@gmail.com

FRESNO UNIFIED SCHOOL DISTRICT
MIGRANT EDUCATION PROGRAM (MEP)
Attn: Sandra Tosacano, FUSD, Assistant Superintendent
Francisco Fregoso, MEP Counselor/Program Director
2348 Mariposa Street
Fresno, CA 93721
Email: francisco.fregoso@fresnounified.org
Phone: 559-457-3984

CONTRACT TERM

"Effective Date": October 16, 2021
"Termination Date": December 4, 2021

TERMINATION DURING CONTRACT TERM

Ground for Termination (*mark one*):

☐ With cause
☒ With or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

CONTRACT AMOUNT, INVOICE, AND PAYMENT. Contractor shall invoice FRESNO UNIFIED SCHOOL DISTRICT, MEP and FRESNO UNIFIED SCHOOL DISTRICT, MEP shall pay Contractor the Contract Amount pursuant to the Payment Schedule stated below.

X Rate/Not-To-Exceed Contract Amount:

Services that Contractor performs in accordance with this Agreement, to be billed pursuant to the rates set forth in section J, F, and D and the sum of which shall not exceed the "Contract Amount" of **\$43,270.00**. Contractor shall submit one (1) invoice to FRESNO UNIFIED SCHOOL DISTRICT, MEP on the amount of \$43,270.00 on December 4, 2021, or upon completion of services, whichever occurs first.

Invoice and "Payment Schedule":

Each invoice shall comply with *Fixed Installment* amounts. FRESNO UNIFIED SCHOOL DISTRICT, MEP shall pay Contractor within ~~45~~ 30 days after Contractor has completed, in accordance with this Agreement, the Services required of Contractor for the period for which Contractor requests payment.

Handwritten signature
PU

CONTRACTOR OBLIGATIONS. Unless specifically stated otherwise on this Cover, Contractor shall provide all labor, materials, supplies, and equipment necessary to perform all obligations required of Contractor as set forth elsewhere in this Agreement and the following “**Services**”:

What Services will Contractor provide: Contractor shall be responsible for the following:

I. Service I: 2021 YOUNG WRITER’S ACADEMY REGISTRATION FEES:

A. United We Lead Foundation (“Contractor”) will recruit “Credentialed Teachers” (Teachers”) and Bilingual paraprofessionals (“Tutors”) to implement the 2021 Young Writer’s Academy (hereafter “Program”).

B. Programming will focus on improving students’ academic proficiency in the subject area of ELA. Through a 7-week Saturday academy series of ELA classes, writing labs, workshops, along with empowerment, guidance, mentoring, and 1:1 support, participating students will be able to navigate the often-daunting college and career readiness process and foster creativity, self-expression and unleash their excitement about writing and college. Contractors’ curriculum, personnel, and resources will focus on ELA, ELD, and writing structure and its implementation of expository text.

a. The Young Writer’s Academy will provide students services in: English Language Arts, Social-Emotional Learning, Writing Skills, College & Career Readiness, Leadership Skills and Self-Pride.

C. Contractor will be responsible for the planning, implementation, and delivery of the Program as well as provide direct instruction and guidance to incoming 7th-10th grade migrant students enrolled in the Program.

D. Contractor shall conduct sessions as in a virtual setting due to state and local public health guidelines pertaining to Covid-19.

E. Contractor shall design and provide curriculum that aims to increase vocabulary and writing skills to improve students’ ELA/ELD proficiency, self-pride, cultural self-pride, college & career readiness, and parent engagement.

F. Contractor shall provide personnel, lesson plans and all materials and supplies necessary to implement and conduct the distance learning Program.

G. Contractor will perform the live programming on the following dates:

a. Fall Cohort: October 16 – December 4, 2021

- Session I: Saturday, Oct. 16, 2021
- Session II: Saturday, Oct. 23, 2021
- Session III: Saturday, Oct. 30, 2021
- Session IV: Saturday, Nov. 6, 2021
- Session V: Saturday, Nov. 13, 2021
- Session VI: Saturday, Nov. 20, 2021
- Session VII: Saturday, Dec 4, 2021

H. Contractor will provide daily instruction from 9:00am – 2:30pm on the dates listed above or as otherwise agreed upon both parties.

I. Contractor will conduct a 1-day professional development/orientation for all personnel involved in the program. Training shall include program goals, objectives, and a brief overview about the unique needs of migrant students.

J. Service amount of \$39,800.00 is based on a per pupil cost of \$995. Program shall accommodate up to 40 eligible students.

II. Service II: STUDENT SUPPORT & RECRUITING SERVICES

A. Recruit and provide one (1) Bilingual Service Support Staff “Staff” to assist FRESNO UNIFIED SCHOOL DISTRICT, MEP with the identification and recruitment efforts of the 2021 Young Writer’s Academy.

B. Staff shall provide 1:1 support and registration assistance prior and throughout the duration of the contract.

- C. Staff shall complete an initial contact via phone to identify and register future participants.
- D. Staff shall identify and enroll up to 40 eligible participants.
- E. Contractor shall log all family contact including telephone calls with each family to ensure successful participant enrollment.
- F. Service amount of \$2,995 is based on a one-time flat rate to recruit up to 40 program participants.

III. Service III: SOCIAL-EMOTIONAL LEARNING (SEL) WORKSHOP

- A. Contractor shall provide one (1) Bilingual school social workers with a M.A in Social Work and a PPSC credential "School Social Worker" to assist FRESNO UNIFIED SCHOOL DISTRICT, MEP with the planning, implementation, and delivery of a 90-minute workshop in the subject of Social Emotional Learning (SEL).
- B. Content shall be formulated in a way in which participants can develop skills to cope with the extreme uncertainty surrounding "Covid-19" and developing coping skills to adapt to difficult circumstances. During this workshop, participants shall be given activities that create an intersectionality between their student's learning behaviors, early development, and their social emotional skills.
- C. School Social Worker shall provide direct instruction to eligible migrant parents identify and recruited by FRESNO UNIFIED SCHOOL DISTRICT, MEP in a distance learning setting.
- D. Service amount of \$475 is based on a one-time flat rate for a 90-minute workshop.

FRESNO UNIFIED SCHOOL DISTRICT, MEP OBLIGATIONS.

FRESNO UNIFIED SCHOOL DISTRICT, MEP shall perform all obligations required of FRESNO UNIFIED SCHOOL DISTRICT, MEP as set forth elsewhere in this Agreement and the following:

- I. *FRESNO UNIFIED SCHOOL DISTRICT, MEP shall be responsible for submitting rosters of eligible participants to recruit for the Program under Service I and II.*
- II. *FRESNO UNIFIED SCHOOL DISTRICT, MEP shall be responsible for the recruitment and identification of participants for Service III.*
- III. *FRESNO UNIFIED SCHOOL DISTRICT, MEP shall assist UWLF in the coordination and management of all Services.*

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Contractor and FRESNO UNIFIED SCHOOL DISTRICT, MEP, separately referred to as a "**Party**" and collectively as the "**Parties**," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes, as applicable, its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

UNITED WE LEAD FOUNDATION

FRESNO UNIFIED SCHOOL DISTRICT, MEP

By:

Prasadam Uzcategui 08/20/2021

Print Name: [Prasadam A. Uzcategui](#)
Title: CEO

By:

Print Name: [Francisco Fregoso](#)
Program Director, FUSD MEP

By:

Sandra Toscano

Print Name: [Sandra Toscano](#)
Title: FUSD Assistant Superintendent

By:

Andrew De la Torre

Print Name: [Andrew De la Torre](#)
Title: Executive Director

By:

Print Name: [Santino Danisi](#)
Title: Chief Financial Officer

By:


Print Name: [Kim Mecum](#)
Title: Officer, Chief Academic


GENERAL TERMS AND CONDITIONS

1.0. Contract Term and Termination.

1.1. This Agreement takes effect immediately as of the Effective Date and remains in full force and effect until the Contractor has completed the Services as per *Scope of Services* and any written extension thereto (the "**Contract Term**"), unless earlier terminated under this Section 1.

2.0. Contractor Services.

2.1. During the Contract Term, the UWLF ~~shall may engage the Contractor to~~ provide services as per *Scope of Services* (the "**Services**"), or other such services as mutually agreed upon in writing by the Parties. 

2.2. The work performed by the Contractor shall be performed as per *Scope of Services*. FRESNO UNIFIED SCHOOL DISTRICT, MEP shall remit payment to the Contractor within ~~15~~ 30 days of receiving the invoice from the Contractor. 

3.0. Independent Contractor Status.


3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of UWLF. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. FRESNO UNIFIED SCHOOL DISTRICT, MEP may not act as agent for, or on behalf of, the UWLF, or to represent the UWLF, or bind the UWLF in any manner.

4.0. Representations.

4.1. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

5.0. Indemnification.

5.1. The Contractor shall indemnify and hold harmless the ~~Fresno Unified School District, MEP UWLF~~, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement. 

6.0. Payment.

6.1. As full consideration and compensation for Contractor's performance of this Agreement, FRESNO UNIFIED SCHOOL DISTRICT, MEP shall pay Contractor the Contract Amount in accordance with the Payment Schedule stated on page 1 of this Agreement.

7.0. Liability.

EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

8.0. Disclaimer of Warranty.

THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE UWLF DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

9.0 Miscellaneous Provisions.

9.1. This Agreement, and any accompanying appendices, exhibits, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

9.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

9.3. This Agreement shall not be assigned by either party without the express consent of the other party.

Fresno Unified School
District Board Agenda Item

Board Meeting Date: September 15, 2021

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 Fresno County Cradle to Career Partnership

ITEM DESCRIPTION: The Cradle to Career (C2C) Partnership for Fresno County is a community-wide partnership of public, private, nonprofit and philanthropic leaders who are organizing efforts and resources around building a shared community vision that all Fresno County youth will realize success and good health at every age, from cradle to career. The C2C partnership is a cross-sector effort to coordinate existing resources and institutions, including Fresno Unified, toward a common goal and common measurements. The Partnership is committed to the alignment of goals in the education arenas. The goals of the Partnership are based on several key community goals, which ensure that every child is:

1. Healthy at every age
2. Prepared for school
3. Supported inside and outside of school
4. Succeeds academically
5. Enrolls in and completes some form of post high school education
6. Enters their career of choice
7. Is supported through meaningful career progression

The Board approval will initiate this community work and establish Fresno Unified as a key partner in this effort.

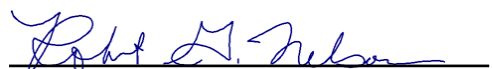
FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,000 are available in the Unrestricted General Fund.

PREPARED BY: David Chavez
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:





Invoice

Date	Invoice #
8/10/2021	284

Fresno County Office of Education
1111 Van Ness, Third Floor
Fresno, CA 93721

Bill To
Fresno Unified School District* 2309 Tulare Street Fresno, CA 93721

Terms
Net 30

Description	Amount
Annual Fresno Cradle to Career Sponsorship 2021-2022	50,000.00
No goods or services were provided by The Foundation @ FCOE in exchange for your contribution.	
For your information our Tax ID number is 80-0381096	
Total	\$50,000.00

Please make all checks payable to The Foundation @ FCOE.

Thank you for supporting the exemplary educational programs and services of the Fresno County Office of Education through The Foundation @ FCOE.

Fresno Cradle to Career Sponsorships
Fiscal Year 2021-2022

Leadership Council Organizations	Sponsorship Amount	Notes	Date Received
CalViva Health	\$50,000		7/13/2021
CVCF	\$25,000		
City of Fresno	\$10,000		
County of Fresno	\$10,000		8/25/2021
First 5 Fresno County	\$10,000		
Fresno EOC	\$10,000		
Fresno County Superintendent of Schools	\$26,000		8/30/2021
Fresno Housing Authority	\$10,000		
Fresno State	\$25,000		
Fresno Unified School District	\$50,000		
State Center Community College District	\$25,000		
Valley Children's Healthcare	\$25,000		8/31/2021
West Hills Community College District	\$5,000		
LEADERSHIP COUNCIL TOTAL	\$281,000		

Partnership Table Organizations	Sponsorship Amount		Date Received
Alvina Elementary Charter School District	\$300		
Big Creek School District	\$50		
Burrel Union Elementary School District	\$300		
Caruthers Unified School District	\$1,000		
Central Unified School District	\$7,500		
Clay Elementary School District	\$200		

Fresno Cradle to Career Sponsorships

Fiscal Year 2021-2022

Clovis Unified School District	\$7,500		
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Partnership Table Organizations	Sponsorship Amount		Date Received
Coalinga-Huron Unified School District	\$5,000		
Firebaugh-LasDeltas Unified School Dist.	\$2,000		8/31/2021
Fowler Unified School District	\$5,000		
Golden Plains Unified School District	\$1,500		
Kerman Unified School District	\$3,500		
Kings Canyon Unified School District	\$2,500		
Kingsburg Elementary Charter School Dist.	\$1,250		
Kingsburg High School	\$500		
Laton Unified School District	\$1,000		
Mendota Unified School District	\$2,500		
Monroe Elementary School	\$300		8/27/2021
Orange Center School District	\$400		
Pacific Union Elementary	\$400		
Parlier Unified School District	\$7,500		
Pine Ridge Elementary School District	\$200		
Raisin City Elementary	\$300		
Riverdale Joint Unified School District	\$1,250		
Sanger Unified School District	\$5,000		
Selma Unified School District	\$3,500		
Sierra Unified School District	\$500		
Washington Colony Elementary	\$500		
Washington Unified School District	\$2,000		
West Park School District	\$500		8/26/2021

Fresno Cradle to Career Sponsorships
Fiscal Year 2021-2022

Westside Elementary	\$300		
PARTNERSHIP TOTAL	\$64,250		
GRAND TOTAL	\$345,250		

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

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 2021/22 Classified Hourly, Classified Food Services, Classified Operations, Confidential, Fresno Teachers Association (FTA) – Trades, International Association of Machinists and Aerospace Workers (IAMAW) Crafts, Supervisory, Fresno Area Substitute Teachers Association (FASTA), Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps (JROTC) Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedules, and Prior Years Classified and Operations Y-Rated Salary Schedules

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

- 2021/22 Classified Food Services Hourly Salary Schedule
- 2021/22 Classified Hourly Salary Schedule
- 2021/22 Classified Operations Hourly Salary Schedule
- 2021/22 Confidential Hourly Salary Schedule
- 2021/22 Fresno Teachers Association (FTA) -Trades Hourly Salary Schedule
- 2019/20 through 2020/21 Fresno Teachers Association (FTA) -Trades Hourly Salary Schedules
- 2021/22 International Association of Machinists and Aerospace Workers (IAMAW) Crafts Hourly Salary Schedule
- 2021/22 Supervisory Hourly Salary Schedule
- 2014/15 through 2020/21 Supervisory Hourly Salary Schedules
- 2021/22 Fresno Area Substitute Teachers Association (FASTA) Certificated Substitutes Daily Salary Schedule
- 2021/22 Additional Service Pay Schedule
- 2021/22 Supplemental Services Contracts Schedule
- 2021/22 Certificated Management Monthly Salary Schedule 185 Duty Days (11 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 197 Duty Days (11 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 197 Duty Days (12 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 201 Duty Days (11 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 201 Duty Days (12 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 206 duty Days (11 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 206 Duty Days (12 Month Work Schedule)

- 2021/22 Certificated Management Designated Monthly Salary Schedule 207 Duty Days
- 2021/22 Certificated Management Designated Monthly Salary Schedule 211 Duty Days
- 2021/22 Certificated Management Monthly Salary Schedule 215 Duty Days (11 Month Work Schedule)
- 2021/22 Certificated Management Monthly Salary Schedule 215 Duty Days (12 Month Work Schedule)
- 2021/22 Certificated Management Designated Monthly Salary Schedule 216 Duty Days
- 2021/22 Certificated Management Designated Monthly Salary Schedule 225 Duty Days
- 2021/22 Certificated Management Monthly Salary Schedule 261 Duty Days
- 2021/22 Classified Management Daily Salary Schedule 197 Duty Days
- 2021/22 Classified Management Daily Salary Schedule 201 Duty Days
- 2021/22 Classified Management Daily Salary Schedule 206 Duty Days
- 2021/22 Classified Management Daily Salary Schedule 215 Duty Days
- 2021/22 Classified Management Daily Salary Schedule 261 Duty Days
- 2021/22 Certificated Management Monthly Salary Schedule Competitive and Negotiable 261 Duty Days
- 2021/22 Classified Management Monthly Salary Schedule Competitive and Negotiable 261 Duty Days
- 2021/22 Schedule A - Nurses and Speech Language Pathologists Annual Salary Schedule 185 Duty Days
- 2021/22 Schedule A - Nurses and Speech Language Pathologists Annual Salary Schedule 200 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 185 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 194 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 195 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 200 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 203 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 204 Duty Days
- 2021/22 Schedule A - Teachers and Librarians Annual Salary Schedule 217 Duty Days
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 185 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 189 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 192 Duty Days (8.5-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 193 Duty Days (8.5-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 194 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 194 Duty Days (8.5-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 195 Duty Days (8.5-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 203 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 207 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 215 Duty Days (8-hour Workday)

- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 217 Duty Days (8-hour Workday)
- 2021/22 Schedule A - Designated Teachers Annual Salary Schedule 192 Duty Days
- 2021/22 Schedule A - Designated Teachers Annual Salary Schedule 193 Duty Days
- 2021/22 Schedule A - Designated Teachers Annual Salary Schedule 194 Duty Days
- 2021/22 Schedule A - Designated Teachers Annual Salary Schedule 195 Duty Days
- 2021/22 Schedule A - Career Technical Ed/Vocational Ed Teachers Annual Salary Schedule 185 Duty Days
- Schedule A - Junior Reserve Officers' Training Corps (JROTC) Instructors - Army Annual Salary Schedule 218 Duty Days
- 2021/22 Schedule A - Lori Ann Infant Center Annual Salary Schedule 200 Duty Days
- 2021/22 Schedule C - Child Development Center and Pace Teachers Annual Salary Schedule 194 Duty Days (8-hour Workday)
- 2021/22 Schedule C - Child Development Center and PACE Teachers Salary Schedule 261 Duty Days (8-hour Workday)
- 2021/22 Schedule C - Teachers on Special Assignment Child Development Center and PACE Annual Salary Schedule 195 Duty Days (8-hour Workday)
- 2021/22 Schedule C - Teachers on Special Assignment Child Development Center Annual Salary Schedule 261 Duty Days (8-hour Workday)
- 2021/22 Schedule D - Adult Education Hourly and Daily Salary Schedule 185 Duty Days (7-hour Workday)
- 2021/22 Schedule D - Adult Education Hourly and Daily Salary Schedule 215 Duty Days (7-hour Workday)
- Schedule R - Pre-Kindergarten Teachers Annual Salary Schedule 183 Duty Days
- 2021/22 Classified Y-Rated Salary Schedules
- 2012/13 through 2020/21 Classified Y-Rated Salary Schedules
- 2014/15 Operations Y-Rated Salary Schedule

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

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

PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: Paul Idsvoog,
Chief Human Resources/Labor Relations

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM B-10

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Redistricting of Trustee Areas within Fresno Unified School District

ITEM DESCRIPTION: The purpose of this presentation is to launch the process of redistricting Trustee Areas within Fresno Unified School District given the 2020 Census. Mr. Skinnell, Partner at Nielsen Merksamer Parrinello Gross & Leoni LLP, will present the (1) legal and policy criteria governing redistricting, and (2) demographics of existing trustee areas. Additionally, this will give the Board its first opportunity to receive public comment on appropriate criteria.

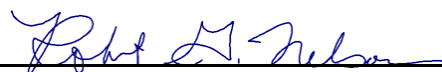
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:



Introduction to 2021 Redistricting Fresno Unified School District

August 25, 2021

Why Are We Doing This?

- Every 10 years the federal government conducts the Census, and each school district must update its trustee areas to reflect the latest population counts, so that they are equal in population.
- Requirement is both statutory, *see* Education Code § 5019.5(a), and constitutional, *see Reynolds v. Sims*, 377 U.S. 533 (1964).

Redistricting Process: Key Dates

- **August 12, 2021:** Census Bureau released PL94-171 redistricting data
 - Usually released in Feb/March of year following Census
- **February 28, 2022:** deadline for completion of redistricting process. (Educ. Code § 5019.5)
- **January 12, 2022:** anticipated completion date (to allow ample time for implementation by the Fresno County Elections Office)
 - If necessary, additional action can be taken at Board Meeting on Feb. 2, 2022

Redistricting Process: Anticipated Board Meetings/Hearings

August 25, 2021	Presentations at Board meeting re (1) legal and policy criteria governing redistricting, and (2) demographics of existing trustee areas. Receive public comment on appropriate criteria.
September 15, 2021	Board receives further public input and additional testimony regarding appropriate criteria; adopts criteria and provides instructions for the preparation of alternative draft redistricting plans.
October 27, 2021	Demographic consultant to present initial draft trustee area plans; Board solicits testimony on draft plans.
November 17, 2021	Board receives public input and additional testimony regarding draft plans; holds first public hearing on draft plans; Board may order modifications to any of the plans.
January 12, 2022	Board holds second public hearing on alternate plans, votes to choose one plan. If Board orders further modifications, another public hearing will be required.

*** Dates are subject to change**

Process: Effect on Current Trustees

- No trustee's term cut short (*see* Educ. § 5021; Elec. Code § 22000(e)), but
- When his or her term ends, an incumbent can only run from the new trustee area in which he or she resides.

Federal Criteria: Equal Population

- Overriding criterion is total population equality, *see Reynolds v. Sims*, 377 U.S. 533 (1964).
- Unlike congressional districts, local electoral districts do not require perfect equality—some deviation acceptable to serve valid governmental interests.
- Total deviation less than 10% presumptively constitutional. (Caution: the presumption *can* be overcome!)

Federal Criteria: Equal Population (cont.)

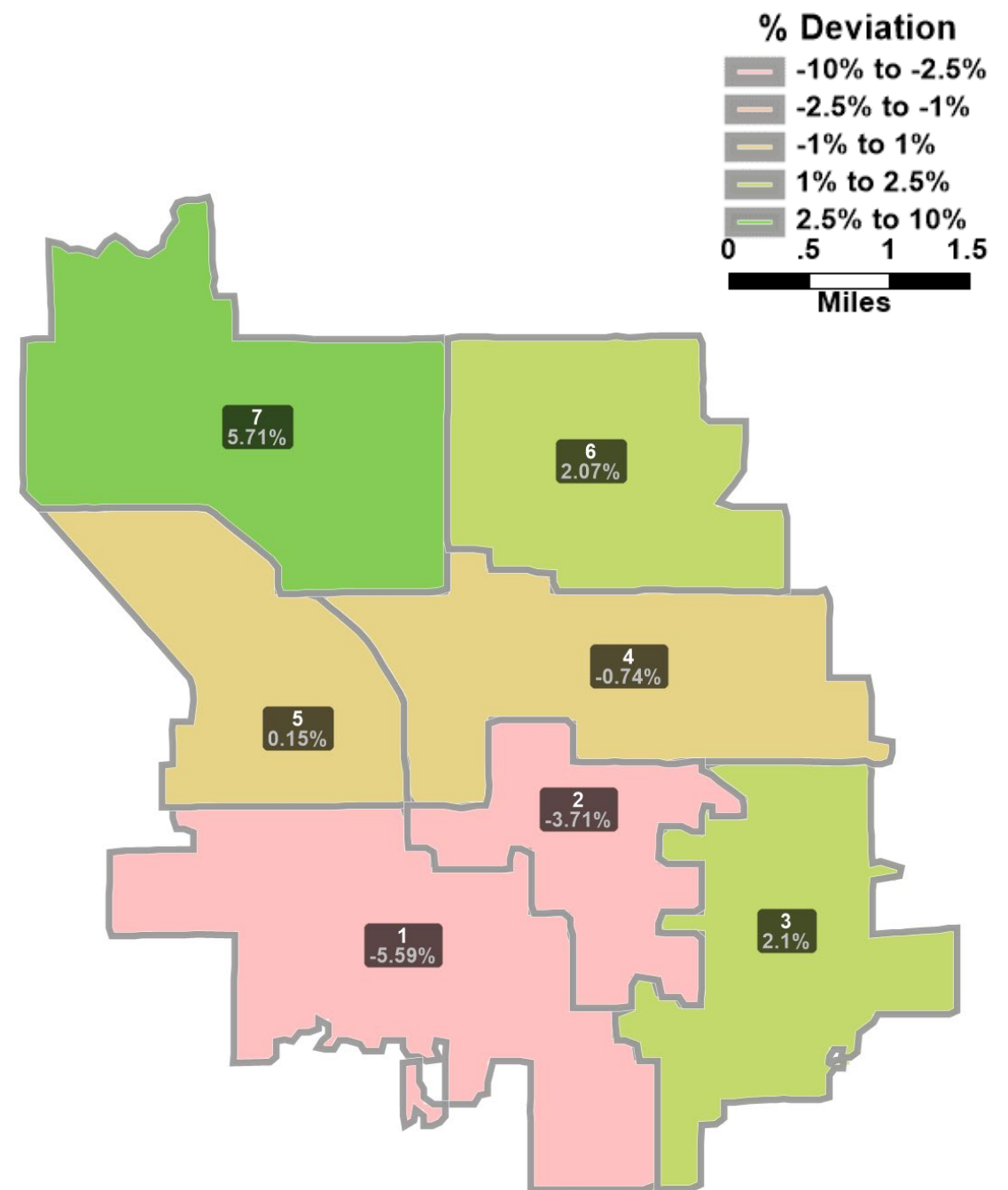
Total Population:	414,076		1	2	3	4	5
Ideal:	82,815	Pop.	84,683	82,167	83,661	80,568	82,997
Deviation Range:	4,115	Dev.	1,868	-648	846	-2,247	182
Total Deviation %:	4.97%	Dev. %	2.26%	-0.78%	1.02%	-2.71%	0.22%

1. Divide the **total population** by the **number of seats** to get the **ideal population**
2. Subtract the **smallest district's population** from the **largest** to get the **deviation range**
3. Divide #2 by #1 to get the **total plan deviation**

District Demographics

Dist.	Est. Pop.	Dev.*	% Dev.
1	53,429	-3,161	-5.59%
2	54,491	-2,099	-3.71%
3	57,780	1,190	2.10%
4	56,171	-419	-0.74%
5	56,673	83	0.15%
6	57,764	1,174	2.07%
7	59,824	3,234	5.71%
Total	396,130	6,395	11.30%

* Ideal Trustee Area Population:
56,590 total persons



Federal Criteria: Voting Rights Act

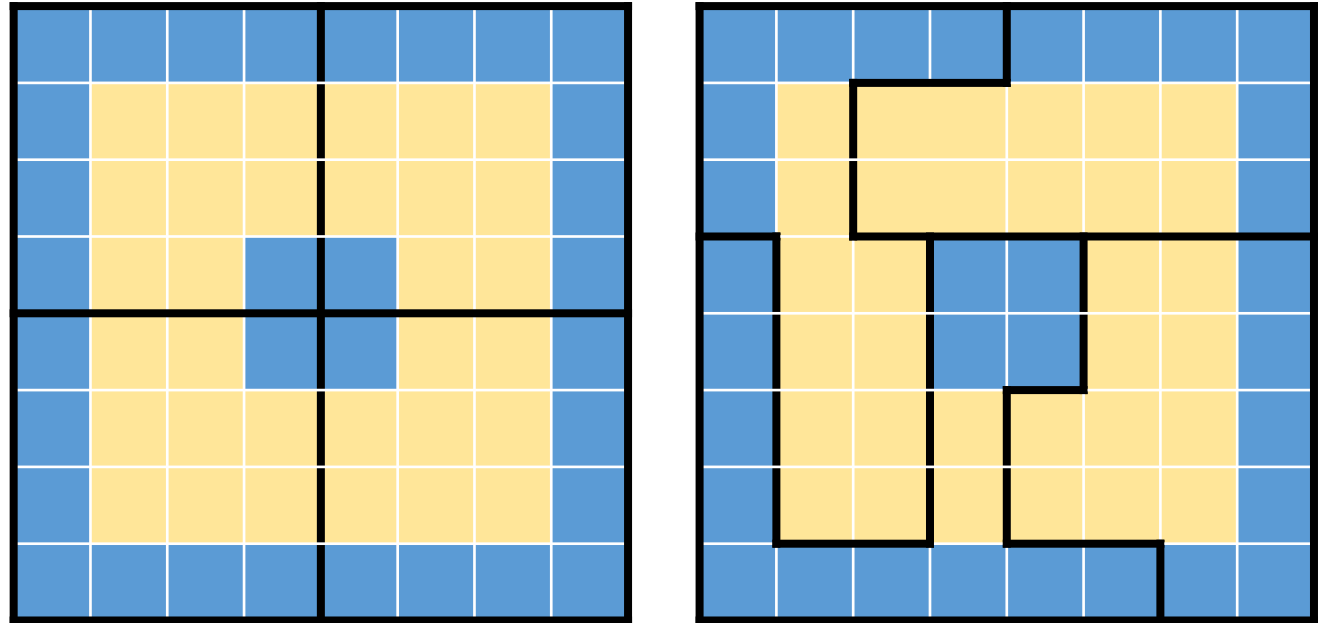
- Section 2 of the federal Voting Rights Act prohibits electoral systems (including district plans), which dilute racial and language minority voting rights by denying them an equal opportunity to nominate and elect candidates of their choice.
- “Language minorities” are specifically defined in federal law to mean persons of American Indian, Asian American, Alaskan Natives or Spanish heritage.

Federal Criteria: Voting Rights Act (cont.)

“‘Packing’ refers to the practice of filling a district with a supermajority of a given group or party. ‘Cracking’ involves the splitting of a group or party among several districts to deny that group or party a majority in any of those districts.”

-*Vieth v. Jubelirer*,
541 U.S. 267, 286 n.7 (2004)

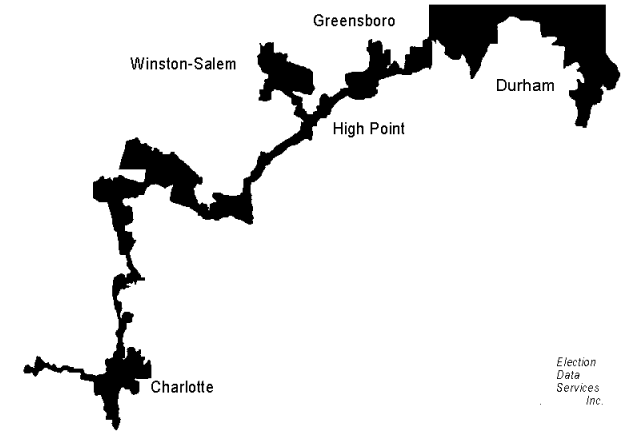
- Creation of minority districts required only if the minority group can form the majority in a single member district that otherwise complies with the law.
Bartlett v. Strickland, 556 U.S. 1 (2009).



Four districts of even “Blue” and “Gold” party voters, OR one “packed” district of 14 Blue voters and two Gold voters with the remaining 18 Blue voters “cracked across the other three districts. The result is a 3-1 advantage for the Gold party

Federal Considerations: No Racial Gerrymandering

- The Fourteenth Amendment restricts the use of race as the “predominant” criterion in drawing districts and the subordination of other considerations. *Shaw v. Reno*, 509 U.S. 630 (1993); *Miller v. Johnson*, 515 U.S. 900 (1995).
 - Such predominant use must be justified as narrowly tailored to fulfill a compelling state interest – *i.e.*, strict scrutiny
- Looks matter! Bizarrely shaped electoral districts can be evidence that racial considerations predominate. (See, *e.g.*, North Carolina CD 12, which stretched 160 miles across the central part of the State, for part of its length no wider than the freeway right-of-way.)
- But bizarre shape is not required for racial considerations to “predominate.”
- Fourteenth Amendment does not, however, prohibit all consideration of race in redistricting. *Easley v. Cromartie*, 532 U.S. 234 (2001).
 - **Focus on communities of interest.**

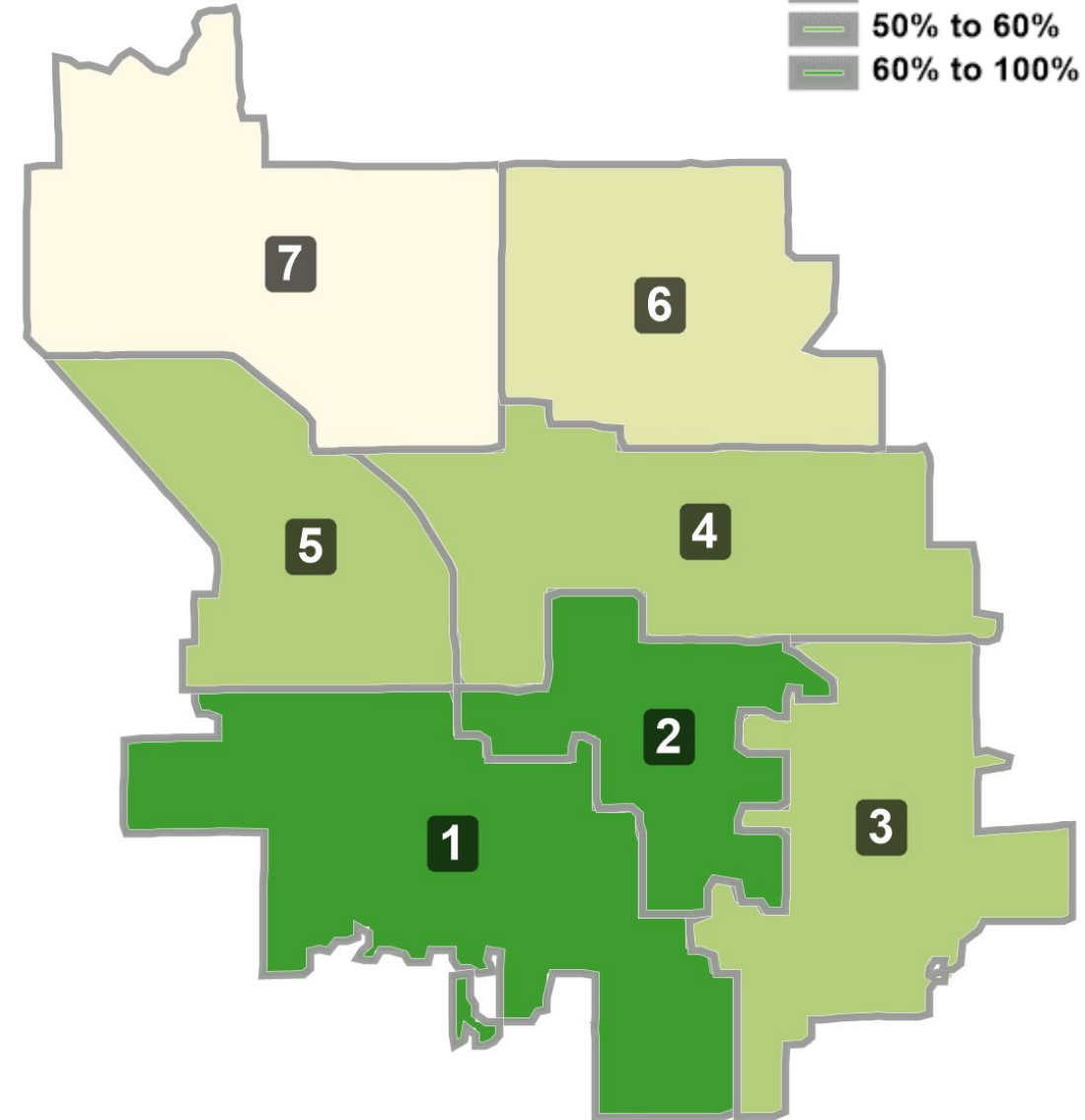
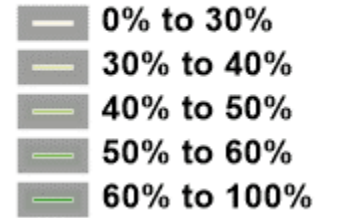


District Demographics

Dist.	% Latino CVAP	% NH Black CVAP	% NH Asian CVAP	% NH White CVAP
1	60.06%	16.74%	5.52%	16.07%
2	65.76%	5.87%	14.69%	12.40%
3	45.92%	8.68%	22.25%	21.61%
4	48.88%	8.85%	9.40%	31.24%
5	45.82%	13.25%	5.80%	33.82%
6	37.86%	5.89%	9.85%	44.61%
7	25.67%	6.81%	8.23%	58.12%
Total	44.79%	9.24%	10.46%	34.03%

“CVAP” = citizen voting age population

% st1519_m2_h



Other Permissible Criteria

- Topography.
- Geography.
- Cohesiveness, contiguity, compactness and integrity of territory.
- Communities of interest.

(See Elec. Code § 22000)

Other Permissible Criteria

Some other legitimate criteria include:

- Minimize shifting voters from one election year to another/retaining core of existing districts
 - Voters currently in districts scheduled to vote in 2022 could be redistricted into a 2024 district, meaning there would be a six-year gap between their voting in Board elections
- Respect will of the voters / avoid head-to-head contests
- Anticipating future growth, to the extent relevant
- Other political subdivisions' boundaries (*e.g.*, attendance areas)

Questions?

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM B-11

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Stakeholder Input on Potential Elementary and Secondary Emergency Relief Investments

ITEM DESCRIPTION: Federal funding for school districts from American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund is intended to provide emergency relief funds to address the impact COVID-19 had, and continues to have, on elementary and secondary schools across the nation.

As a condition of funding, school districts must seek the input of several different groups, including students, families, administrators, teachers, bargaining units, and other groups or stakeholders representing students with disabilities, homeless students, foster students, migrant students, and incarcerated students.

Fresno Unified created several opportunities for the community to engage in a discussion about the needs of students and as a result received input which will be shared with the Board of Education.

FINANCIAL SUMMARY: There are no costs associated with the engagement. When the Expenditure Plan is complete, funding will be available from ESSER III Federal Funds.

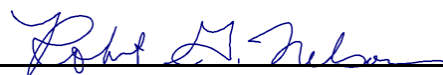
PREPARED BY: Tammy Townsend
Executive Officer 

DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:







Fresno Unified
School District



Stakeholder Input

Planning for ESSER III and LCAP Concentration Funds

September 15, 2021

WHAT WE WILL COVER

- ESSER III (*Elementary and Secondary Emergency Relief Funds*) Federal Funding
- LCAP Additional Concentration Funds
- Timeline
- Meaningful Engagement
- Stakeholder Input
- Requested Positions
- Recalling New Investments for 2021/22
- Next Steps



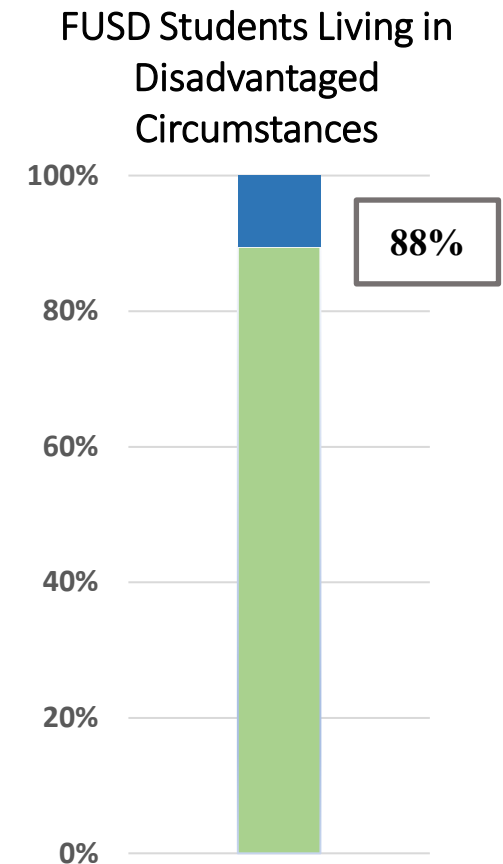
ESSER III *(Elementary and Secondary Emergency Relief Funds)* – GOALS AND CHALLENGES

- Funding: \$387 Million
- One-time funding
- Goals:
 - Expanding learning opportunities
 - Response to impacts of the pandemic
- Challenges:
 - Short timeline
 - Funding for programs will end
- Plan must be Board adopted by October 29, 2021
- Funds must be expended by September 30, 2024



LOCAL CONTROL FUNDING FORMULA – CONCENTRATION FUNDS

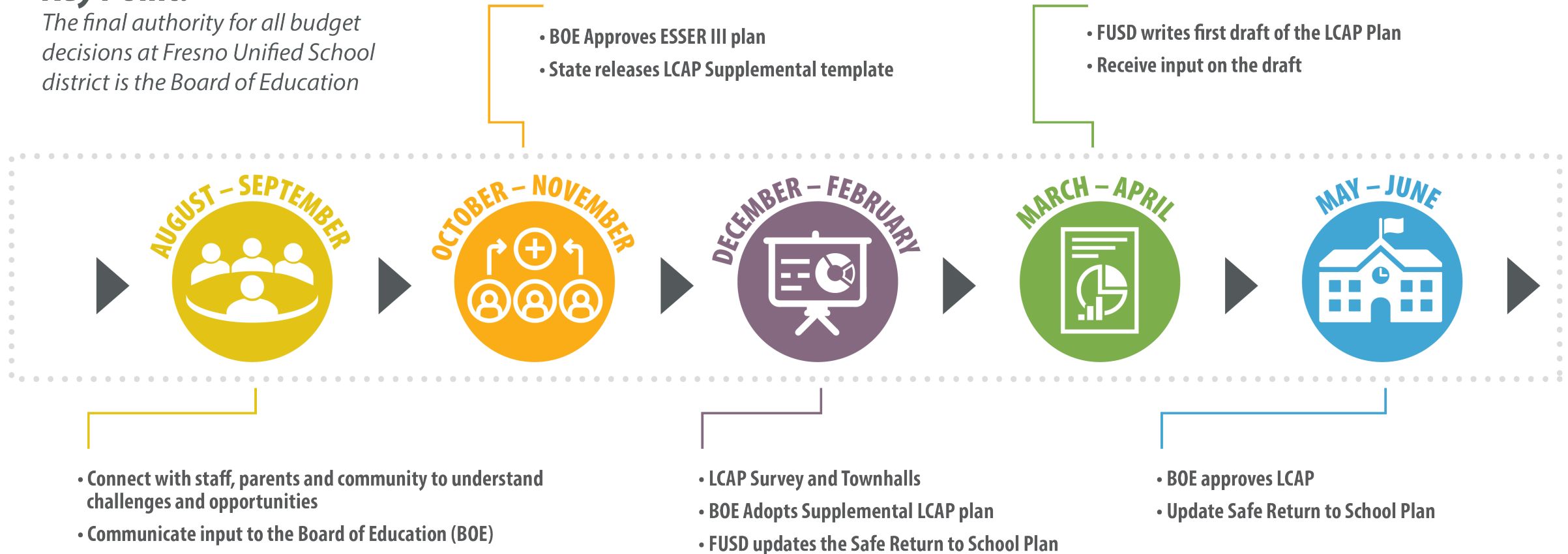
- Funding: \$30 Million
- Ongoing funding resulting from the Governor’s Adopted Budget
- Goal: Address the needs of disadvantaged students, including:
 - Students living in poverty (85%)
 - English learners (17.5%)
 - Foster youth (1%)
- Must be used to increase the number of credentialed and/or classified staff at schools providing direct services to students
- Can only be used at schools that meet “high need” criteria:
 - Excludes adding staff at Baird, Bullard Talent, Forkner, Malloch and Starr
- Plan must be Board adopted by February 28, 2022



2021/22 PLANNING AND ENGAGEMENT TIMELINE

Key Point:

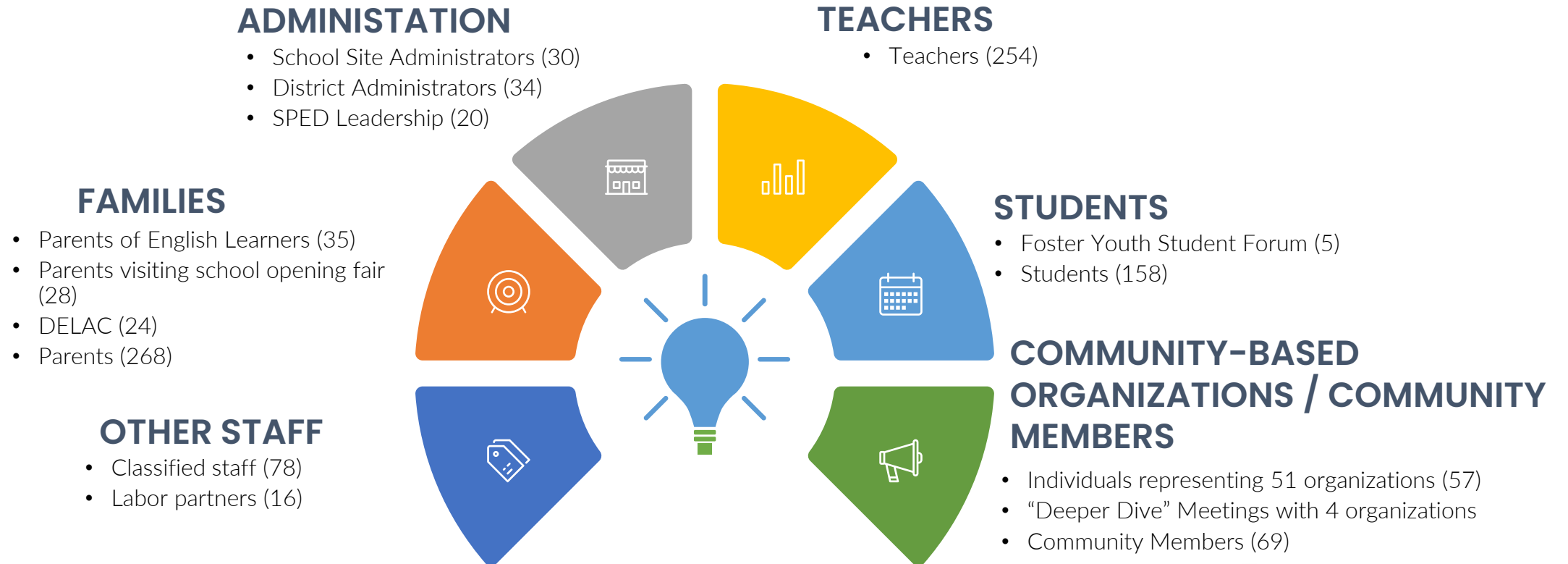
The final authority for all budget decisions at Fresno Unified School district is the Board of Education



ENGAGEMENT OPPORTUNITIES – AUGUST 2021

COMMUNITY PARTICIPATION

SUMMARY OF EFFORTS



RETURN TO CAMPUS: EMERGING FOUNDATIONAL PRIORITIES

LCAP Stakeholder Input-January 2021

Question asked: *What are the most important things to focus on as we continue our work to support all students?*

Family Engagement

Technology

Post-Secondary Opportunities

Academic Supports

Student Engagement

Mental Health

ESSER Stakeholder Input September 2021

Question asked: *What new supports should Fresno Unified put in place as children return to school?*

Smaller Class Size

Sanitization

Technology

Better Food

Facility Upgrades

Mental Health

INPUT: TEACHERS

Key Question: “What New Supports should Fresno Unified put in Place as Children Return to School?”

TOP THOUGHTS

#1 REDUCE CLASS SIZE

“So students won’t fall behind”

#2 HEALTH STAFF ON EVERY CAMPUS

“ It doesn’t make sense to continue education on campus if there is no medical staff”

#3 FIX ALL AIR CONDITIONING IN SCHOOLS

“Most systems are old. It seems like every year we have several classrooms with our air. ”

#4 MORE HEALTH STAFF ON CAMPUS. SHOULD HAVE THEIR OWN SEPARATE CLASSROOM OR STATION

“Helps sick children to feel more comfortable with saying they do not feel well”



INPUT: PARENTS / FAMILIES / GUARDIANS

Key Question: "What New Supports should Fresno Unified put in Place as Children Return to School?"

TOP THOUGHTS



#1 MAJOR COOLING AND HEATING UPGRADES

"Numerous issues being reported at schools with air conditioning not working during 100+ degree days"



#2 SMALLER CLASSROOM SIZES AND TEACHER'S AIDE

"So students won't fall behind"



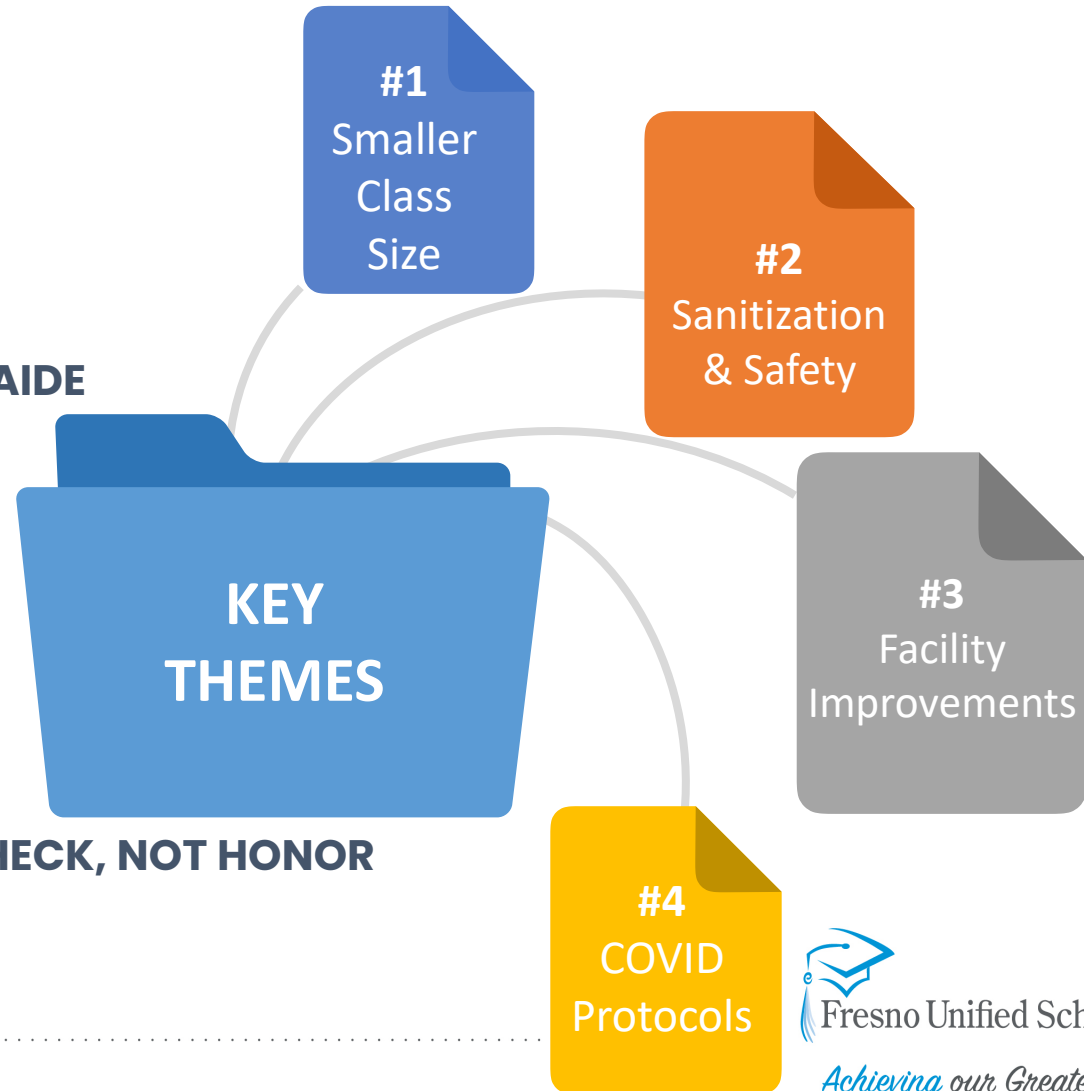
#3 HIRE MORE STAFF TO INCREASE ADULT TO STUDENT RATIO

"If we had 3 staff members per class at least I believe that students would be more successful."



#4 LESS STUDENTS PER CLASS. TEMPERATURE CHECK, NOT HONOR SYSTEM

"Have we not seen the uptick in cases?"



INPUT: ADMINISTRATORS

Key Question: "What New Supports should Fresno Unified put in Place as Children Return to School?"

TOP THOUGHTS



#1 SMALL GROUP COUNSELING

"Several students need to regain their social skills in learning how to communicate and engage with their peers"



#2 MORE STAFF, TRAINING AND SUPPORTS

"I don't think many adults have realized how much we need to shift our teaching, support and care for our students"



#3 MORE WATER BOTTLE STATIONS ON CAMPUS TO AVOID WATER FOUNTAINS

"Will help to stop spread of illnesses and allow easier access to refill stations. We only have 1 in our cafeteria away from classrooms"

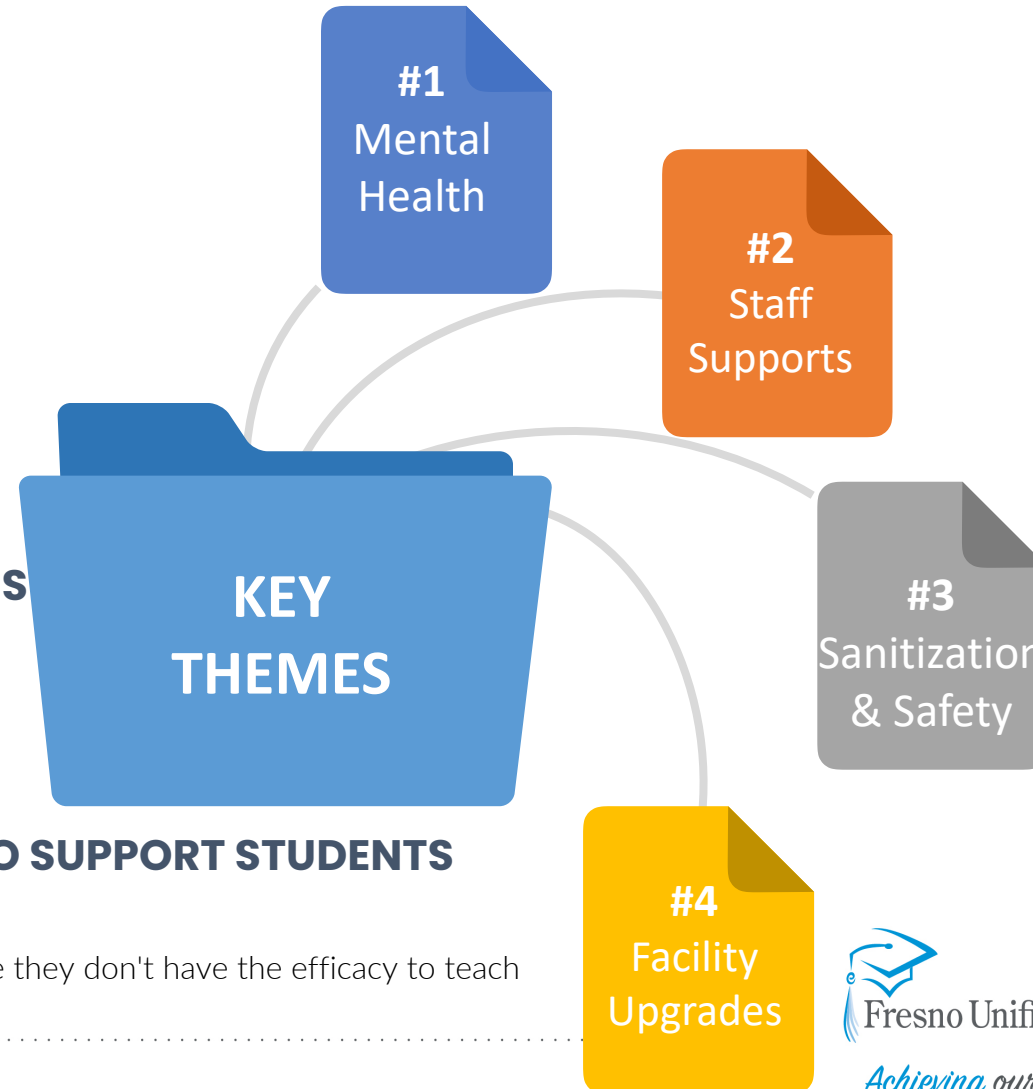


#4 TEACHERS NEED TO BE TRAINED ON HOW TO SUPPORT STUDENTS WITH SPECIAL NEEDS

"I think too often teachers and site leaders are uncomfortable because they don't have the efficacy to teach and support students with varying needs"

10

September 15, 2021



Fresno Unified School District

Achieving our Greatest Potential!

INPUT: STUDENTS

Key Question: "What New Supports should Fresno Unified put in Place as Children Return to School?"

TOP THOUGHTS



#1 FRESNO UNIFIED SHOULD PROVIDE BETTER FOOD

"Better food would keep students more cheerful, allowing them to learn easier."



#2 CLINICAL SOCIAL WORKERS

"Mental Health Supports"



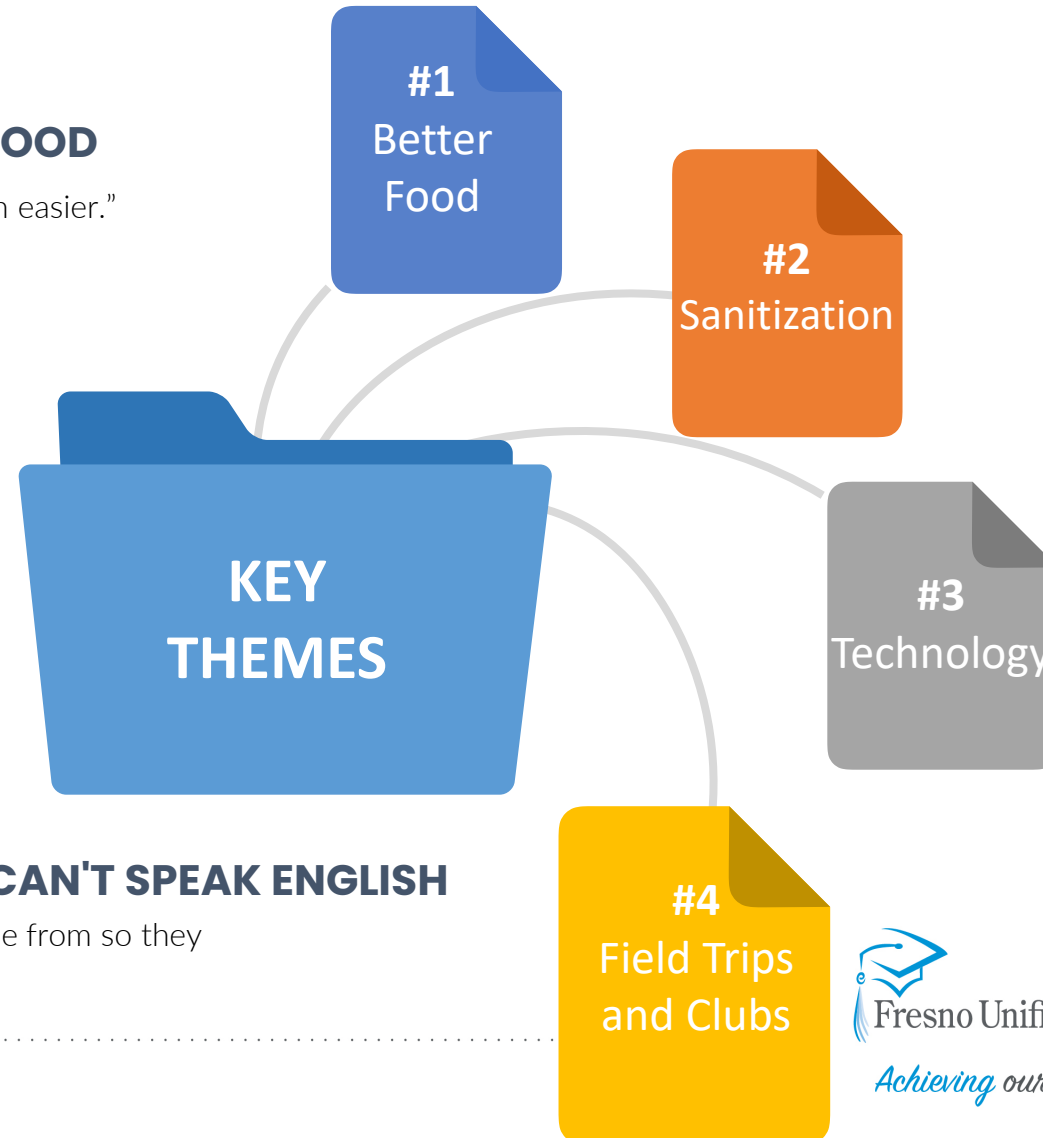
#3 COMFORT

"Comfort in going and sitting in classes, and seats."



#4 PUT SOME SERVICES FOR STUDENTS WHO CAN'T SPEAK ENGLISH

"Like I know some students can't speak English due to where they came from so they should be able to have a translator near them to help them out."



INPUT: ENGLISH LANGUAGE LEARNERS

Key Question: “What New Supports should Fresno Unified put in Place as Children Return to School?”

TOP THOUGHTS

#1 MAKE CLASSROOMS HEALTHIER – LIKE BETTER AIR FILTRATION

“So, students are safe in class and also because the air is so bad even when we do not have COVID”

#2 BETTER COMMUNICATION ABOUT COVID

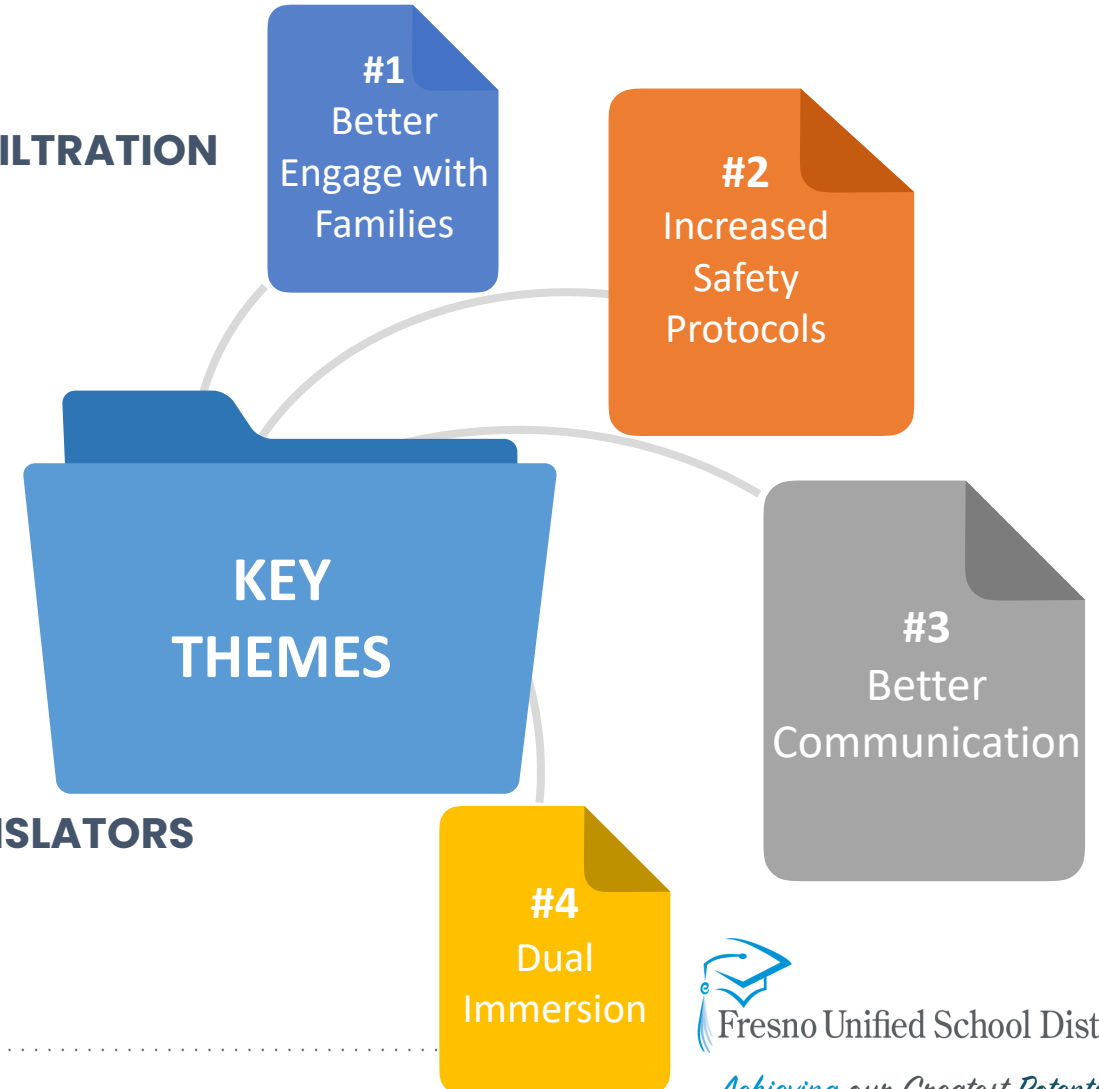
“It will create a support system for families , students and staff to navigate these resources ”

#3 LINGUISTICALLY AND CULTURALLY RELEVANT CURRICULUM

“Consider how to make curriculum more relatable to students.”

#4 INVEST IN HIGH-QUALITY INTERPRETERS AND TRANSLATORS

“Based on my experience, much information is lost during the comms process, especially during board meetings because of poor quality interpretation”



INPUT: FOSTER YOUTH

Key Question: "What New Supports should Fresno Unified put in Place as Children Return to School?"

TOP THOUGHTS

#1 SOCIAL WORKERS AND OTHER MENTAL HEALTH SUPPORTS

"In Elementary School. Supports at the school level really didn't start until high school"

#2 REAL LIFE SKILLS /EXPERIENCES (LOVED THE SUMMER PAID INTERNSHIPS)

"Taxes, finances, coping mechanisms, job skills, college opportunities and supports, athletics, arts, dance, clubs, field trips, internships"

#3 TRAINING ON THE NEEDS OF HOMELESS / FOSTER YOUTH

"De-escalation, understanding challenges, providing positive attention."

#4 BASIC LIFE NEEDS

"Food for weekends/dinner, school supplies, backpacks, spirit wear, clothes, hygiene items, laundry facilities, and discreet access to these items"



INPUT: STUDENTS WITH SPECIAL NEEDS

Key Question: “What New Supports should Fresno Unified put in Place as Children Return to School?”

TOP THOUGHTS

#1 AIDE SUPPORT IN CLASSES

“Students need additional support in classes”

#2 FRESNO UNIFIED SHOULD PROVIDE AN ADDITIONAL AIDE IN EVERY CLASSROOM

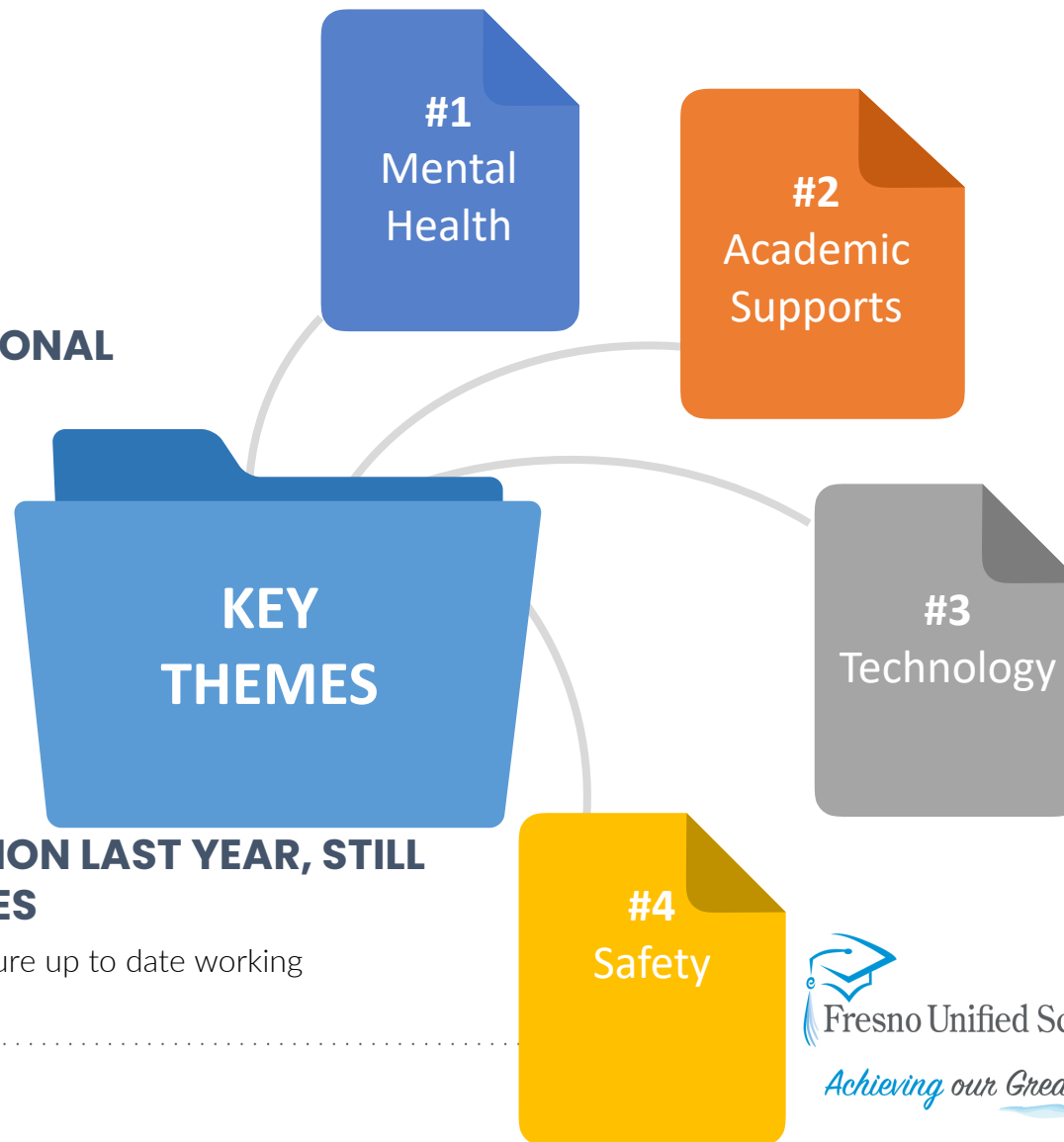
“More supports for students would be great!”

#3 INVESTMENT IN AFTER-SCHOOL PROGRAM PERSONNEL, ACTIVITY EQUIPMENT, AND TECHNOLOGY

“This will provide a safe place to do homework, play, interact, receive tutoring and receive care during extended hours for working parents.”

#4 WITH THE MASSIVE TECHNOLOGY DISTRIBUTION LAST YEAR, STILL THOUSANDS USING DATED OR DEFECTIVE DEVICES

“Early investment and purchasing of replacement devices will help to secure up to date working technology for years to come”



Fresno Unified School District

Achieving our Greatest Potential!

SCHOOL SITE STAFFING (LCFF CONCENTRATION FUND INVESTMENT)

Rank	Students	Parents /Guardians	Teachers	Administrators	Classified Staff
1	Custodians	Teachers / Class Size	Classroom Support Staff	Police Officers	Classroom Support Staff
2	IT Staff at School Sites	Classroom Support Staff	Teachers / Class Size	Counselors	Police Officers
3	Community Liaisons	SPED Staff	Health Staff	Mental Health Professionals	Custodians
4	Police Officers	Health Staff	Intervention Staff	PE Teachers in Elementary	SPED Staff
5	Mental Health Professionals	Mental Health Professionals	Custodians	SPED Staff	Community Liaisons
6	Classroom Support Staff	Custodians	Police Officers	Bus Drivers	Counselors
7	SPED Staff	IT Staff at School Sites	SPED Staff	Custodians	Mental Health Professionals
8	Art & Music Teachers Elementary	Police Officers	Art & Music Teachers Elementary	Intervention Staff	Teachers / Class Size

LISTENING TO STAKEHOLDERS: NEW INVESTMENTS FOR 2021/22



Initiative	2021/22 Additional Investment*
Instructional Time.....	\$12.1
Classroom Ventilation.....	\$12.0
Re-engaging Students.....	\$9.6
Summer and Winter Learning.....	\$9.3
Class Size.....	\$7.3
After School.....	\$7.1
Enrichment Opportunities.....	\$3.8
Mental Health Supports.....	\$3.1
Credit Recovery.....	\$2.1
School Site Supports.....	\$2.0
Health Supports.....	\$1.8
Professional Learning.....	\$1.5

*Millions



NEXT STEPS (CONTINUED)

- **September 15, 2021** – Provide Community Feedback to the Board of Education
- **October 13, 2021** – Provide Draft ESSER III Expenditure Plan to the Board Of Education
- **October 25, 2021** – Board of Education approves ESSER III Expenditure Plan



Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM B-12

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Hold a Public Hearing and Adopt Resolution in the Matter of Sufficiency of Instructional Materials

ITEM DESCRIPTION: Included in the Board binders is the Resolution in the Matter of Sufficiency of Instructional Materials.

The governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in these subject areas; English Language Arts, Mathematics, History/Social Science, Health in grades seven through twelve, Foreign Language in grades seven through twelve, and science equipment in grades nine through twelve.

A survey to determine sufficient instructional materials at each school site was administered to all schools (Transitional kindergarten through twelve).

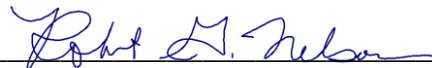
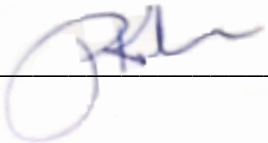
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Carlos Castillo
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

In the Matter of Sufficiency)
of Instructional Materials)

RESOLUTION 21-07

WHEREAS, the governing board of the Fresno Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 16, 2020, at five-thirty o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which web-based and electronic/digital curriculum, textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has access to web-based and electronic/digital curriculum, a textbook or instructional materials, or combination, to use in class and to take home, and;

WHEREAS, sufficient textbooks and/or instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

WHEREAS, sufficient textbooks and/or instructional materials were provided to each pupil in grades 7-12 enrolled in foreign language and health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

WHEREAS, the District’s use of web-based and electronic/digital curriculum, textbooks and instructional materials requirements is consistent with law as long as students have access to computers or other devices and the Internet in school and at home, and that students with digital textbooks or instructional materials have access to computers or other devices in school and at home; and

WHEREAS, District administration has demonstrated that sufficient digital curriculum, textbooks or instructional material, and internet access equipment are being provided to each student and said materials are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, in substantial accordance with Education Code section 60119 within the required distance learning context.

LET IT BE RESOLVED, for the 2021/22 school year, the Fresno Unified School District has provided each pupil with sufficient textbooks and/or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED this 15th day of September 2021 by the following vote:

AYES: 7

NOES: 0

ABSENT: 1

Includes Student Preferential Vote



Valerie F. Davis, Board President



Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM C-13

AGENDA SECTION: A

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Teachers Association – Social Workers Unit Initial Proposal to Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders is the Fresno Teachers Association – Social Workers Unit 2021/22 Initial Proposal to Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen,
Administrator, Human Resources

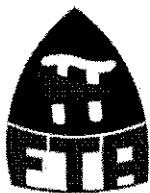
DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: Paul Idsvoog,
Chief of Human Resources

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson



Fresno Teachers Association

Manuel Bonilla
President

*

Peter Beck
Vice-President

*

Trish Renfro
Secretary

*

Marina Santos
Treasurer

*

Directors-at-Large:

Jon Bath

Rom Orm

Marisa Rodriguez

Jose Sandoval

Meghan Schimmel

Liz Torres

*

Professional Staff:

Louis Jamerson
Executive Director

Magdalena Gomez
Associate Executive Director

Felipe Grimaldo
Associate Executive Director

LaTisha Harris
Associate Executive Director

Janette Lomeli
Administration/Membership

Diana Kelley
Accountant

INITIAL CONTRACT PROPOSAL OF THE FRESNO TEACHERS ASSOCIATION – SOCIAL WORKERS TO FRESNO UNIFIED SCHOOL DISTRICT

AUGUST 23, 2021

The Fresno Teachers Association – Social Workers Unit hereby submits its initial contract proposal to Fresno Unified School District for establishing a collective bargaining agreement between the Parties.

FTA intends to present proposals related to wages, fringe benefits and other working conditions for social workers with a term of the agreement starting July 1, 2021.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 15, 2021

AGENDA ITEM C-14

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 Initial Proposal to Fresno Teachers Association – Social Workers Unit

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2021/22 initial proposal to Fresno Teachers Association- Social Workers Unit. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen
Administrator Labor Relations

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

CABINET APPROVAL: Paul Idsvoog,
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

INITIAL CONTRACT PROPOSAL OF THE FRESNO UNIFIED SCHOOL DISTRICT TO FRESNO TEACHERS ASSOCIATION – SOCIAL WORKERS

Introduction

The District's Initial Contract Proposal to the Fresno Teachers Association – Social Workers Bargaining Unit is based on the following Guiding Principles and Supporting Goals and Priorities. By continuing to adhere to these Principles and Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association 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.
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 Fresno Teachers Association 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:

Developing a Collective Bargaining Agreement That Meets the Needs of Social Workers, Students, Families and the District

The District is interested in developing a collective bargaining agreement with the Social Workers unit that best serves our stakeholders and promotes positive labor relations. To that end, the District will provide proposals on working conditions specific to the Social Workers unit with these goals in mind.

Term of Agreement

The District proposes a three year term for the parties' contract commencing July 1, 2021 and ending June 30, 2024.

Economic Articles

The District is interested in:

- 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;
- 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.

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: September 15, 2021

AGENDA ITEM C-15

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of May 1, 2021 through July 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from May 1, 2021 through July 31, 2021 in accordance with Education Code § 35186.

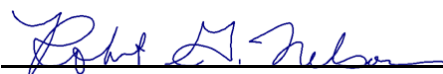
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: David Chavez
Chief of Staff

SUPERINTENDENT APPROVAL:



**BOARD OF EDUCATION**

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatc USMC (Retired)
Trustee Area 5 (Vacant)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between May1, 2021 and July 31, 2021

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	6	1	3	13.4
Uniform Complaint Procedures (UCP)	2	2	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	676	1	11	1.1
Other Complaints	13	1	2	3.0
Public Records Act Request	17	1	8	6.1
TOTAL	714	6	24	5.9

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia Title: Executive Director of Constituent Services

Quarterly Report Submission Date: ☐ April 2021
(check one) ☒ July 2021
☐ October 2021
☐ January 2022

Date for information to be reported publicly at governing board meeting: September 8, 2021

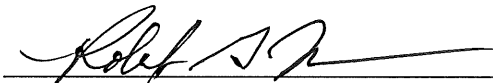
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

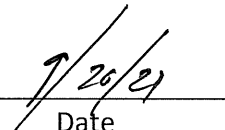
General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Robert G. Nelson, Ed.D.

Print Name of District Superintendent



Signature of District Superintendent


Date