



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

AGENDA
WEDNESDAY, OCTOBER 27, 2021
***4:30 P.M. (CLOSED SESSION) *6:30 P.M. (OPEN SESSION)**

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

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE FOR BOARD MEETINGS AFTER 5:00 P.M. AT THE "N" STREET PARKING PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND "N" STREETS – ENTRANCE IS ON "N" STREET. Board meeting attendees without key cards should report to the parking booth to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

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

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.

***6:30 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).
 - a. Executive Director
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Risk Management Litigation Report
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Jennifer Nguyen v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2014-0540

***6:30 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-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 October 13, 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, ADOPT Resolution Ordering the Date of the Annual Organizational Meeting of the Governing Board

Included in the Board binders is a Resolution Ordering the Date of the Annual Organizational Meeting of the Governing Board as December 15, 2021. Pursuant to section 35143 of the Education Code of the State of California, the governing board of each district shall select an annual organizational meeting date. The date must fall within a 15-day period commencing on the day a new member's term begins or would begin, i.e. the same 15-day period applies to election and non-election years. Pursuant to California Education Code section 5017, in 2021 new member terms begin on the second Friday of December. Therefore, the 2021 annual organizational meeting date must fall between December 10, 2021 and no later than December 24, 2021. 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-4, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the October 13, 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-5, ADOPT Variable Term Waiver

Included in the Board binders is a Variable Term Waiver for a teacher that has exhausted the Provisional Internship Permit (PIP) and the Short-Term Staff Permit (STSP). The Superintendent recommends adoption. 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-6, ADOPT Variable Term Waiver for Career Technical Education Credential Holders

Included for Board adoption is a Variable Term Waiver for Career Technical Education (CTE) Credential holders. The Commission on Teacher Credentialing (CTC) has stated the Preliminary CTE credential holders should be issued a Variable Term Waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner Authorization stated on their credential document until the CTE program is completed and the clear credential is issued. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

A-7, ADOPT Variable Term Waiver for Bilingual Cross-cultural, Language and Development Authorization

Included for Board adoption is a Variable Term Waiver request for Bilingual Cross-cultural, Language and Development (BCLAD) Authorization for the 2021/22 school year. The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidates are working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

A-8, APPROVE Provisional Internship Permits

Included for Board approval are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board approval. 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-9, APPROVE Appointment of Annaliese Herms to the Citizens' Bond Oversight Committee

It is recommended the Board approve the appointment of Annaliese Herms to the Citizens' Bond Oversight Committee (CBOC). Ms. Herms, nominated by Board Member Jonasson Rosas, is a grant writer with the Fresno Economic Opportunities Commission. The role of the CBOC, which meets quarterly and reports to the Board annually, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Karin Temple, telephone 457-3134.

A-10, APPROVE Appointment of Pablo Villagrana to the Citizens' Bond Oversight Committee

It is recommended the Board approve the appointment of Pablo Villagrana to the

A. CONSENT AGENDA - continued

Citizens' Bond Oversight Committee (CBOC). Mr. Villagrana, nominated by Board Member Jonasson Rosas, is President of Ironworkers Local 155. The role of the CBOC, which meets quarterly and reports to the Board annually, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Karin Temple, telephone 457-3134.

A-11, APPROVE Budget Revision No. 2 for Fiscal Year 2021/22

Included in the Board binders is Budget Revision No. 2 for fiscal year 2021/22. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards. The Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$122.4 million at June 30, 2022. Contact person: Santino Danisi, telephone 457-6226.

A-12, APPROVE Retiree Contract with Ralph Meza to Provide Extra Support to the Transportation Department

Included in the Board binders and recommended for approval is a contract with Ralph Meza, who retired as the district's Transportation Director in 2012. Mr. Meza has been assisting Transportation with support and oversight 20-25 hours weekly since August 09, 2021, under an initial \$14,000 contract, and there is continued need for the extra support. The contract extension provides for Mr. Meza's assistance through January 28, 2022, at a cost of \$18,400. Therefore, the contract (including the previous term) will total \$32,400. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$32,400 are available in the General Fund. Contact person: Karin Temple, telephone 457-3134.

A-13, APPROVE Agreement between Fresno Unified School District Early Learning Department and Orchid Interpreting, Inc.

Approval is requested for an agreement between Fresno Unified School District Early Learning Department and Orchid Interpreting, Inc. from October 28, 2021 through June 30, 2021. The cost will be \$35,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$35,000 are available in the Early Learning Department budget. Contact person: Lindsay Sanders, telephone 457-3471.

A-14, APPROVE Agreement with Center for Leadership Equity and Research

As outlined by the Center for Culturally Proficient Educational Practice (CCPEP), this proposal provides for the opportunity for Fresno Unified School District co-facilitators, certified and approved by CCPEP, to deliver the 10-day certification training for the purpose of certifying Fresno Unified certificated and classified staff. Additionally, the Senior Associate will:

A. CONSENT AGENDA - continued

- Provide coaching to FUSD facilitators for future cohort facilitation/co-facilitation role.
 - Provide on-line components for delivery of content and collaboration.
 - Provide leadership strategies for facilitating dialogue and reflection.
 - Assist in developing intentional links with Fresno Unified's current district Equity Plan and application with SEL, SPP, and LCAP goals.

This is a valuable opportunity that will serve to strengthen Fresno Unified School District's commitment to deepening internal capacity for anchoring diversity, equity, and inclusion as foundational competencies for ensuring systemic change that ensures healthy and effective responses to a diverse student and parent demographic embedded in district policies and practices. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$28,800 are available in the Equity & Access budget. Contact person: Lindsay Sanders, telephone 457-3471.

A-15, APPROVE Agreement with College Board - Advanced Placement

The Advanced Placement® Exams will be furnished by College Board in Spring of 2022 ("2022 AP® Exam"). In connection with College Board's administration of the 2022 AP Exams: i) College Board and Fresno Unified School District (hereinafter "District") will implement this district central billing arrangement for AP Exams and any additional fees incurred; ii) College Board will provide an online participation form ("AP Participation Form") for e-signature to each of the District's schools, which authorizes each school to order and administer AP Exams; and iii) College Board will make AP participation and performance data ("AP Online Score Reports") available for District's students enrolled in schools participating under this Agreement.

College Board's standard fee for each 2022 AP Exam is \$96 (ninety-six dollars), except for AP Seminar Exams and AP Research Exams. College Board's standard fee for each 2022 AP Seminar Exam and each 2022 AP Research Exam is \$144 (one hundred forty-four dollars) per exam. The exam fee includes a \$9 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$34 (thirty-four dollars) fee reduction per exam for eligible students with financial need ("College Board AP Exam fee reduction"). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$504,600 are available in the Equity and Access budget. Contact person: Lindsay Sanders, telephone 457-3471.

A-16, APPROVE Addendum to Agreement with Intellias, Inc.

Included in the Board binders is a request to approve an addendum to the consulting agreement with Intellias, Inc. to expedite new hire onboarding. Data flow between new hire forms in Laserfiche and the Lawson Human Resource (HR) system will be automated to eliminate duplicative data entry that currently occurs

A. CONSENT AGENDA - continued

as part of the process. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$33,300 are available in the district's General Fund. Contact person: Tami Lundberg, telephone 457-3750.

A-17, APPROVE Amendment to Agreement with Learning Genie

Approval is requested for an amendment to an agreement with Learning Genie that was approved on June 24, 2020. The agreement is from July 01, 2020 through June 30, 2025 and the cost will be \$175,200. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$175,200 are available in the Early Learning budget. Contact person: Lindsay Sanders, telephone 457-3471.

A-18, APPROVE Amended 2019/20 Agreement with WestEd

Included in the Board binders is an amended agreement with WestEd to continue services from the Board Approved 2019/20 contract agreement. The contract was not completely fulfilled due to school closures. Continuing service this school year will allow Fresno Unified to complete the contract with WestEd to assist in providing professional learning and deliverable resources to school sites and new department team members. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$91,500 are available in the English Learner Services budget. Contact person: Kim Mecum, telephone 457-3731.

A-19, APPROVE Renewal Agreement with Physmetrics, LLC

Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees. The Superintendent recommends approval. Fiscal impact: Annual estimated cost of \$800,000 is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

A-20, APPROVE Use of Individual Piggyback Contracts

Included in the Board binders and recommended for approval is a list of 11 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for purchases related to technology, HVAC, modular buildings, paper goods, and performing arts supplies. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Karin Temple, telephone 457-3134.

A. CONSENT AGENDA – continued

A-21, APPROVE Memorandums of Understanding with Partner Organizations Involved in the Equity-Centered Pipeline Initiative

Approval is requested for the three Memorandums of Understanding with the partner institutions involved in the Equity-Centered Pipeline Initiative awarded by The Wallace Foundation. Through partnerships with San Diego State University, National University, and the Commission on Teacher Credentialing, the grant will support the development of an equity-centered leadership pipeline. Fresno Unified is required to serve as the fiscal agent to distribute and monitor the grant funds to the partner organizations. The Superintendent recommends approval. Fiscal impact: The award amount for the district is \$700,000 in year one and approximately four million over five years. The individual partner awards will be distributed and monitored by Fresno Unified as the fiscal agent for the grant. Contact person: Kim Mecum, telephone 457-3731.

A-22, APPROVE Award of Additional Vendors for Request for Qualifications 20-14, Professional Services – Construction Related Consultants

It is recommended the Board approve additional qualified vendors, provided in the Board binders, to the pool previously approved under Request for Qualifications (RFQ) 20-14 in support of the district's new construction, modernization, modular, and deferred and general maintenance projects. The Board initially approved RFQ 20-14 on June 10, 2020 and there is a need for additional project support. The Superintendent recommends approval. Fiscal impact: Funding will be established on a project-by-project basis. Contact person: Karin Temple, telephone 457-3134.

A-23, APPROVE Award of Bid 22-10, Cambridge High School Installation of Privacy Plus Fencing

Included in the Board binders is information on Bid 22-10, for new privacy plus chain link fencing at Cambridge High School to improve safety and security for students, staff and visitors. The project will replace existing 6-foot high block walls with new 10-foot tall privacy slatted chain link fencing on the north and east sides of the campus and will be built adjacent to the 6-foot block wall on the south side. The project also includes new concrete mow strip and valley gutter for proper site drainage. Staff recommends award to the lowest responsive, responsible bidder: Golden Bay Fence Co. (Stockton, California) \$377,338. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$377,338 are available in the Measure X Fund. Contact person: Karin Temple, telephone 457-3134.

A-24, APPROVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following five Board Policies (BP):

- BP 5000 Concepts and Roles
- BP 5021 Noncustodial Parents

A. CONSENT AGENDA – continued

- BP 5111.2 Nonresident Foreign Students (DELETE)
- BP 5112.1 Exemptions from Attendance
- BP 5112.3 Student Leave of Absence (NEW)

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA) and best practices. The Superintendent recommends approval. There is no fiscal impact to the District. Contact person: David Chavez, telephone 457-3566.

A-25, RATIFY Change Orders

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

- Bid 21-04, McLane High School New CTE Digital Media Arts Lab
Change Order 4 presented for ratification \$(13,817)
- Bid 21-04, McLane High School New ROTC Classroom
Change Order 2 presented for ratification \$629
- Bid 21-05, Hoover High School CTE Digital Media Arts Classroom
Improvements
Change Orders 1-3 presented for ratification \$7,212
- Bid 21-10, Ewing Elementary School Early Learning Buildings and Parking
Lot Improvements
Change Order 2 presented for ratification \$8,522
- Bid 21-24, Columbia Elementary School Classroom Building Addition
Change Order 3 presented for ratification \$21,497

The Superintendent recommends ratification. Fiscal impact: \$7,841 is available in the Measure X Fund for Bids 21-04 and 21-05; \$8,522 is available in the School Facilities Fund for Bid 21-10; and \$21,497 is available in the Measure M fund for Bid 21-24. Contact person: Karin Temple, telephone 457-3134.

**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

***7:15 P.M.**

B-26, DISCUSS and ADOPT the Fresno Unified School District's Elementary and Secondary Emergency Relief Expenditure Plan

Included in the Board binders is a copy of the Fresno Unified School District Elementary and Secondary Emergency Relief (ESSER III) Expenditure Plan. Staff will present and the Board of Education will discuss and adopt the plan. The Superintendent recommends adoption. Fiscal impact: Funding for planned investments is available through the Elementary and Secondary School Relief (ESSER III) Act. Contact person: Santino Danisi, telephone 457-6226.

***7:30 P.M.**

B-27, PRESENT and DISCUSS Redistricting of Trustee Areas within Fresno Unified School District and ADOPT Criteria for Preparation of Alternative Draft Redistricting Plans

The purpose of this presentation is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District given the 2020 Census. The

B. CONFERENCE/DISCUSSION AGENDA

Board will receive an update regarding any impact from adjustments to the data and allow the Board to receive further public input and additional testimony regarding appropriate criteria. Finally, the Board will adopt criteria and provide instructions for the preparation of alternative draft redistricting plans. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

C. RECEIVE INFORMATION & REPORTS

C-28, RECEIVE Resolution 21-10 Authorizing the Issuance and Sale of 2021 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds of the District and Approving Related Documents and Actions

Resolution No. 21-10, included in the Board binders, authorizes the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$160 million and authorizes the execution of related documents and actions. The Refunding Bonds will be issued under the California Government Code and will provide funds to refinance three outstanding general obligation issues of the District. The Refunding Bonds will be issued in two series, consisting of Series A Bonds the proceeds of which will be applied to refinance the District's outstanding 2010 Series A Bonds, and Series B Bonds the proceeds of which will be applied to refinance the District's outstanding 2010 Series E Bonds and 2016 Series A Bonds. Fiscal impact: Funding source is property taxes levied within the District as approved by the voter electorate in connection with the authorization of the prior bonds that will be refunded. The refunding is estimated to produce savings of approximately \$2.7 million which will be passed through to the District's taxpayers. Contact person: Santino Danisi, telephone 457-6226.

BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, NOVEMBER 03, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 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: October 27, 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

Beck	Rhonda	Teacher, Elementary, eLearn Academy	eLearn Academy	9/7/2021
Canales	Carissa	Teacher, Elementary, eLearn Academy	eLearn Academy	10/12/2021
Craig	Tynisha	Teacher, Senior High	Edison High School	9/27/2021
Dmorias	David	Teacher, Senior High	Edison High School	10/18/2021
Garabedian	Susan	Teacher, Elementary, eLearn Academy	eLearn Academy	10/18/2021
Garcia	George	Teacher, Middle, eLearn Academy	eLearn Academy	10/12/2021
Gonzalez	Maria	Teacher, Elementary, eLearn Academy	eLearn Academy	10/18/2021
Gonzalez	Rain	Teacher, Lrng Hndcp, Sdc	eLearn Academy	10/12/2021
Manzano	Marialuisa	Teacher, Elementary	Kirk Elementary	9/27/2021
Medina	J Jesus	Teacher, Senior High	Fresno High School	10/4/2021
Munguia	Rocio	Teacher, Elementary	Figarden Elementary	10/14/2021
Ontiveros	Victoria	Teacher, Elementary, eLearn Academy	eLearn Academy	10/11/2021
Rodriguez	Mercedes	Teacher, High School, eLearn Academy	eLearn Academy	9/27/2021
Samuelson	Evan	Teacher, Elementary, eLearn Academy	eLearn Academy	8/16/2021
Smith	Elijah	Teacher, Elementary, eLearn Academy	eLearn Academy	10/4/2021
Ueki	Ashley	Teacher, Elementary, eLearn Academy	eLearn Academy	10/11/2021
Vue	Ger	Teacher, Elementary, eLearn Academy	eLearn Academy	10/6/2021
White	Daniel	Teacher, Middle, eLearn Academy	eLearn Academy	9/28/2021

Classified Personnel

Betancourth	Reina	Paraprof, After Schl/Ext Day	Ericson Elementary	10/4/2021
Boushele	Jennifer	Custodian	Bullard High School	10/1/2021
Flores	Audra	Nutrition Services Assistant	Food Services	10/12/2021
Gomez	Corina	Assistant, School Office	Mccardle Elementary	10/4/2021
Harrow	Frank	Custodian	Cambridge Continuation High	10/6/2021
Leyva	Valeria	Paraprof, Mild/Moderate	Scandinavian Middle School	10/18/2021
Moua	Panhia	Buyer III	Purchasing Department	9/27/2021
Ortega	Ashley	Paraprof, Mild/Moderate	Slater Elementary	9/29/2021
Perez	Adriana	Paraprof, Mild/Moderate	Bakman Elementary	10/12/2021
Rodriguez	Amanda	Nutrition Services Assistant	Food Services	9/29/2021
Salazar	Norma	Nutrition Services Assistant	Food Services	9/27/2021
Salinas	Steve	Nutrition Services Assistant	Packaging Center	10/4/2021
Sutherland	Trisha	Manager, Department Office	Fiscal Services	9/15/2021
Xiong	Mee	Nurse, Vocational License	Health Services	10/11/2021
Yang	Pheng	Custodian	Sunnyside High School	10/4/2021

Management Certificated

Chacon	Sarah	Counselor, School	Prev & Interv Restorative Just	10/6/2021
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Management Classified

Bartlett	Pamela	Administrative Analyst	Business Services Admin	10/18/2021
Urbano	Rikkie	Analyst I, Budget	Fiscal Services	10/20/2021

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Bravo	Jonathan	Specialist, Resource, Sp Ed	eLearn Academy	10/1/2021
Castellanos	Luis	Teacher, Senior High	Roosevelt High School	4/8/2022
Cortez	Maria	Teacher, Elementary	Columbia Elementary	8/11/2021
Gonzalez	Rain	Teacher, Lrng Hndcp, Sdc	eLearn Academy	10/11/2021
Swertfager	Lisa	Teacher, Elementary	Figarden Elementary	10/15/2021

Classified Personnel

Alvarado	Felix	Paraeducator, Community Based	IMC Special Ed	10/15/2021
Branstetter	Vincent	Paraeducator, Community Based	Roosevelt High School	10/15/2021
Corwin	John	Supervisor, High School Plant	Roosevelt High School	11/15/2021
Garcia	Hannah	Paraprof, Early Chldhd Mil/Mod	Storey Elementary	9/30/2021
Garza	Julia	Assistant, School Office	Fresno High School	10/12/2021
Kirkeeng-Smith	Penelope	Technician, Libr Media-HS	Hoover High School	9/27/2021
Mays-Meneley	Sienna	Paraprof, Instructional Asst	Pyle Elementary	10/15/2021
Melo	Linda	Assistant, Spec Ed Office	Special Ed	12/3/2021
Moore	Jon	Noontime Assistant	Kratt Elementary	9/24/2021
Pendergrass	Dennis	Supervisor, High School Plant	Plant Operations	12/14/2021
Sorensen	Gina	Specialist, Human Resources	Human Resources	10/21/2021
Takayama	Angela	Nutrition Services Assistant	Food Services	9/2/2021

Management Certificated

Duran Ortiz	Francisco	Counselor, School	Project Access	1/7/2022
Perez	Noreida	Clinical School Social Worker	Prevention And Intervention	10/22/2021

Management Classified

Munoz	Ana	Behavioral Intervention Specialist	Prevention And Intervention	10/15/2021
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LEAVE REQUEST

Classified Personnel

Alvarez	Jacqueline	Nutrition Services Assistant	Food Services	9/8/2021
Ayala	Katherine	Specialist, Chd Wel & Atnd II	Alternative Education	9/30/2021
Cervera	Sofia	Driver,Bus	Transportation	8/31/2021
Vang	See	Manager, School Office I	Ginsburg Elementary	10/6/2021

Management Certificated

Phelps	Bryana	Clinical School Social Worker	Prevention And Intervention	9/24/2021
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R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

Grayson	Shalita	Teacher, Middle School	Fort Miller Middle School	9/23/2021
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PROMOTIONS

Classified Personnel

Arvizu	John	Paraprof, Moderate/Severe	Ericson Elementary	10/11/2021
Cuevas Garcia	Roseanna	Assistant, Attendance Records	Bullard High School	10/5/2021
Dhillon	Sarabjit	Nutrition Services Assistant	Packaging Center	9/27/2021
Gama De Hernandez	Laura	Liaison, Home/School Spanish	Robinson Elementary	10/7/2021
Lee	Parvour	Nutrition Services Assistant	Packaging Center	10/1/2021
Lopez Melena	Olga	Liaison, Home/School Spanish	Balderas Elementary	9/27/2021

Ocampo	Andrea	Specialist, Chd Wel & Attn II	Parent Involvement Office	10/5/2021
Rodriguez	Mariana	Registrar	Fresno High School	9/30/2021
Vang	David	Assistant, Attendance Records	eLearn Academy	10/6/2021

Management Certificated

Cha	Alanna	Vice Principal I	Ayer Elementary	10/4/2021
Crackel	Jennifer	Vice Principal I	eLearn Academy	10/7/2021
Juarez	Jessica	Advisor, Guidance and Learning	Cooper Middle School	10/11/2021

Management Classified

Vang	Chankeo	Manager I (General)	Parent Involvement Office	9/20/2021
Yang	Wilson	Analyst, General	Benefits & Risk Management	7/29/2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution Ordering the Date of the Annual Organizational Meeting of the Governing Board

ITEM DESCRIPTION: Included in the Board binders is a Resolution Ordering the Date of the Annual Organizational Meeting of the Governing Board as December 15, 2021. Pursuant to section 35143 of the Education Code of the State of California, the governing board of each district shall select an annual organizational meeting date. The date must fall within a 15-day period commencing on the day a new member's term begins or would begin, i.e. the same 15-day period applies to election and non-election years. Pursuant to California Education Code section 5017, in 2021 new member terms begin on the second Friday of December. Therefore, the 2021 annual organizational meeting date must fall between December 10, 2021 and no later than December 24, 2021.

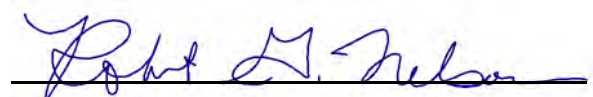
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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:



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

In the Matter of Setting the _____)
Day and Time of the Annual Organizational _____) RESOLUTION
Meeting of the Board _____)

WHEREAS, California Education Code section 35143 (applicable to school districts) and section 72000 (applicable to community college districts) require the district's governing board to hold an annual organizational meeting on a day within a 15-day period which commences with the date upon which a governing board member elected takes office, the second Friday in December; and

WHEREAS, pursuant to the aforementioned statutes, the annual organizational meeting day and time is to be selected by the governing board at the regular meeting held immediately prior to the first day of the 15-day period.

NOW, THEREFORE, BE IT RESOLVED that the 15TH day of December 2021, at 5:30 p.m., is the day and time ordered as the day of the annual organizational meeting for the above-named governing board.

BE IT FURTHER RESOLVED that the clerk/secretary of the governing board is directed to notify the Fresno County Superintendent of Schools by sending an executed copy of this Resolution and the attached Certification to the Fresno County Superintendent of Schools.

BE IT FURTHER RESOLVED the clerk/secretary of the governing board shall, within 15 days prior to the day of the annual organizational meeting, notify all members and members-elect, if any, of the day and time selected for the annual organizational meeting of the governing board, in writing.

The foregoing Resolution was adopted this 27th day of October, 2021, at a regular meeting of the governing board hereof by the following vote:

Board Member <u>Claudia Cazares</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Valerie Davis</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Genoveva Islas</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Elizabeth Jonasson Rosas</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Major Terry Slatik</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Keshia Thomas</u>	: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Board Member <u>Trustee Area 5 seat vacant</u>	: <input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

Dated: October 27, 2021.

Signature: _____

Print Name: Keshia Thomas

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

I, the undersigned, hereby certify that the above is a true and correct copy of a Resolution setting the day and time of the annual organizational meeting of the governing board, and that such Resolution appears in the official minutes of the governing board under that date.

Dated: _____ October 27, 2021.

Signature:  _____

Print Name: Keshia Thomas

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the October 13, 2021 Regular Board Meeting.

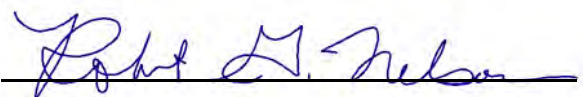
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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

October 13, 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 October 13, 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 4:31 p.m. and ADJORNED to Closed Session to address items one through seven.

Board President Davis RECONVENED the meeting to Open Session at 6:00 p.m.

Reporting Out of Closed Session

- On a motion by Board Clerk Thomas, seconded by Board Member Jonasson Rosas, the Board took action in Closed Session to suspend a certificated employee without pay pending the outcome of a pending dismissal, by a vote of 6-0-0 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 Business Officer Santino Danisi led the flag salute.

HEAR Report from Superintendent

- Recognized this month as National Cyber Security Awareness month, which includes cyber safety curriculum at all schools.
- Recognized LGBTQ+ History Month, Filipino American History Month, World Teachers' Day, World Mental Health Day, Week of the School Administrator and National School Lunch Week. It's a busy month! Please take time to celebrate your teacher, administrator, and school lunch colleagues and learn more about LGBTQ+ history, Filipino American history, and mental health.
- Highlighted, yesterday we held a virtual staff town hall and shared all the current COVID-19 procedures, information on vaccine mandates, and answered some frequently asked questions from our teams. Thank you to the over 1,000 staff who joined us live! For those who weren't able to join live, the recording and materials were sent to all staff yesterday afternoon via your Fresno

HEAR Report from Superintendent – continued

Unified email account and many pieces of the information are also available publicly on our COVID-19 webpage www.fresnounified.org. Supervisors, administrators, and managers – PLEASE make sure that your staff who don't have regular access to email get this information.

- Shared the COVID-19 webpage is always the best place to find the latest information on our COVID-19 protocols, as we know federal, state, and local health guidance changes quite often. This webpage is open to everyone and can be accessed through our Fresno Unified website's homepage. On the webpage you'll find our current health and safety guidelines, information on how we handle symptomatic students and staff, how symptomatic students and staff can return to school or work, our contact tracing processes, our self-health screening tool, vaccination and testing resources, our COVID-19 dashboard, and other resources and safety plans. We'll be holding additional monthly virtual staff town halls through at least January to keep our teams up to speed and will also be hosting a community town hall later this month for our students, parents, families, and community partners.
- Reminded everyone that 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 to tell us about your experiences with our district and schools and how we can better support student learning. Please complete this survey by October 15, 2021. Promoting a positive school climate is central to our district's vision of success for each student. We look forward to receiving important input from you regarding the climate and culture of our schools. We hope the data we collect will help our schools take action toward improving student outcomes and ensure each student feels connected to their school. For more information, check your email or contact your child's school directly. Additionally, you may visit our district or school websites for more information, including videos on "Family Voice Matters" and a "How-To" walkthrough of the survey experience.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, the Consent Agenda, with the exception of Agenda Item A-13 which was pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and 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 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 15, 2021 Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the September 15, 2021 Regular Board Meeting.

A-4, ADOPT Resolution Recognizing the Month of October as National Cyber Security Awareness Month

APPROVED as recommended, a resolution recognizing the month of October as National Cyber Security Awareness Month (NCSAM).

A-5, APPROVE Agreement with KnowBe4 for Cybersecurity Awareness Training

APPROVED as recommended, an agreement with KnowBe4 to provide cybersecurity awareness training.

A-6, APPROVE Agreement with Expo Inc.

APPROVED as recommended, an agreement with Expo Inc.

A-7, APPROVE Addendum to the Independent Contractor Services Agreement with Amanda Nicolson, Ph.D., LLC

APPROVED as recommended, an addendum to the Independent Contractor Services Agreement with Amanda Nicolson, Ph.D., LLC.

A-8, APPROVE Amendment for Joint Apprenticeship Training Funds and Hourly Rate as Allocated by the California Community Colleges Chancellor's Office

APPROVED as recommended, amended Joint Apprenticeship Training Funds and Hourly Rate as allocated by the California Community Colleges Chancellor's Office.

A. CONSENT AGENDA - continued

A-9, RATIFY Independent Contractor Services Agreement with Educational Leadership Foundation

RATIFIED as recommended, an Independent Contractor Services Agreement for The Educational Leadership Foundation.

A-10, RATIFY Change Orders

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

- Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction
Change Order 6 presented for ratification \$132,921
- Bid 20-49, Juan Felipe Herrera New Elementary School
Change Order 1 presented for ratification \$259,469
- Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D
Change Order 1 presented for ratification \$ 77,181

A-11, 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 21-39, Fort Miller Middle School Interior Lighting Upgrade

A-12, RATIFY Purchase Orders from July 01, 2021 through July 31, 2021 – Primary Report

RATIFIED as recommended, information on purchase orders issued from July 01, 2021 through July 31, 2021. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

A-13, RATIFY Purchase Orders from July 01, 2021 through July 31, 2021 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from July 01, 2021 through July 31, 2021.

For the record, the Board received zero requests to address the Board on Agenda Item A-13.

A. CONSENT AGENDA - continued

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

“Agenda Item A-13 on tonight’s Consent Agenda contains purchase orders for the Fresno Economic Opportunities Commission (Fresno EOC). I was employed with the Fresno EOC which is a nonprofit corporation. I did not participate in the making of these contracts related to these purchase orders, but because of my prior employment with Fresno EOC I have a remote financial interest in these contracts. Therefore, consistent with my prior recusals relating to Fresno EOC and in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item A-13, was approved by a vote of 5-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Major Slatic, Thomas, and President Davis. ABSTAINED: Board Member Jonasson Rosas. The Trustee Area 5 seat is vacant.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received 13 requests to address the Board during Unscheduled Oral Communications. The individual’s name along with a summary of topics are listed as follows:

1. Tammy McMahon-Gorans: No left turn in education.
2. Andrew Fabela: Reading programs for the illiterate.
3. Manuel Bonilla: Major issues impacting students and educators remain unanswered.
4. Gina Jones: Teacher protected time.
5. Felipe Lemus: Teachers need more time to plan.
6. Mike Spencer: Teacher protected time and quality teaching.
7. Trish Refro: Needs and demands for teacher time. Over demand for data.
8. Bill: No masks on kids.
9. Tracy Sutama: Board decisions on spending money.
10. Jim Barr: Celebrate U.S. Navy’s 246 birthday.
11. Alicia Crispian: Incident at Jackson Elementary
12. Maria Jardon: Request for support of IEP.

B. CONFERENCE/DISCUSSION AGENDA

B-14, DISCUSS and APPROVE Renaming of J. C. Forkner Elementary School to H. Roger Tatarian Elementary School

OPPORTUNITY for Public Comment

For the record, the Board received 13 requests to address the Board on Agenda Item B-14. The individual's name along with a summary of topics are listed as follows:

1. Jessica Drew: Requested the Board to establish an advisory committee for renaming schools.
2. Arielle Dipinto: Support for keeping the name of J. C. Forkner Elementary School.
3. Danielle Shapazian: Support to change the name of J.C. Forkner Elementary School to H. Roger Tatarian Elementary School.
4. Ryan Duff: Asked if students being impacted by this decision have been considered.
5. Christina Bedwell: Support for keeping the name of J. C. Forkner Elementary School.
6. Geoff Wilson: Support for keeping the name of J. C. Forkner Elementary School.
7. Andrew Fabella: No Board Policy to support name change.
8. Marshall Moushigian: Support for renaming J.C. Forkner Elementary School to H. Roger Tatarian Elementary School.
9. Michelle Asadoorian: Read into record letter received from the Armenian Bar Association.
10. Paul Dictos: Racial restrictive covenants within Fresno, County.
11. Mark Arax: Restrictive real estate codes of J.C. Forkner.
12. Aris Jangian: Encouraged the Board to rename J.C. Forkner Elementary School in honor of H. Roger Tatarian.
13. Monica Harrison: Support for a formal process to help resolve this matter.

For the record, Board Members had comments/questions pertaining to Agenda Item B-14. A summary is as follows: Commented this Board has painted itself into a corner because of the Ventura and 10th naming. Referenced it was understood there would be a school named for Herrera and then a school named for an Armenian. Seven percent in Fresno's 2010 Census self-identified as Armenian heritage but not 1 of the 111 school sites is named for an Armenian. Commented, tired of the racism in this city. Referenced the time when Carver was removed from West Fresno and for a decade West Fresno did not have a middle school, commented that action showed the inequity in our system. Support for a committee to convene to help draft a renaming policy. Supportive of going to the community and taking the time to come up with something informed.

B. CONFERENCE/DISCUSSION AGENDA - continued

For the record, Board Clerk Thomas made a motion to approve the item, seconded by Board President Davis.

For the record, Board Member Islas made a motion to table the item until a committee could be convened. Seconded by Board Member Jonasson Rosas.

Trustee Jonasson Rosas asked for clarification regarding which motion takes precedent. For the record, Legal Counsel de Goede shared the Board does not have a Board Policy adopting Robert's Rules, which in that case, the motion to table would take precedent. In the past, we have we've handled these matters by taking the motions in the order they were presented. So, that would mean that the board should take the vote on the motion made by Clerk Thomas first, and then if the first motion does not pass, take a vote on the second motion made by Board Member Islas.

For the record, Board Members continued with questions/comments pertaining to Agenda Item A-14. A summary is as follows: Shared a comment has been made that the Board does not have the right to name/rename a facility as there is no board policy in place; requested clarity from Legal Counsel de Goede as to the veracity of the comment. Requested clarity as to if staff reached out to the community regarding the renaming of Forkner Elementary School. Requested clarity as to the timing of the changes. Requested clarity as to the district's transition plan for the renaming process. Requested clarity as to funding of renaming process, are there areas in which a phased-in approach can be used. Commented on the placement of the agenda item. Commented that because there is no rule or law to prohibit something does not mean it should be done. Superintendent Nelson, Chief of Staff Chavez, and Legal Counsel de Goede were available to provide clarity.

For the record, Chief of Staff Chavez commented--placement of items on the board agenda were done per the direction of the majority of the Board to staff during the September 8, 2021, board meeting.

For the record, Board Member Jonasson Rosas offered the opportunity for the withdrawal of the first motion. Opportunity was declined by Clerk Thomas.

On a motion by Board Clerk Thomas, seconded by Board President Davis, Agenda Item B-14 was approved by a roll call 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.

For the record, Board President Davis called a five-minute recess.

For the record, the Board RECONVENED at 7:55 p.m.

B. CONFERENCE/DISCUSSION AGENDA - continued

B-15, DISCUSS and APPROVE Nomination of Committee Members that will Develop a Draft Policy on Renaming School Facilities

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-15.

For the record, Board Members had comments/questions pertaining to Agenda Item B-15. A summary is as follows: Requested clarity as to if the committee meetings will be available via virtual setting. Requested clarity as to if Trustee Slatic had a nomination. Requested clarity as to if the list is being voted on as a whole or individually. Requested clarity as to length of service. Requested clarity as to where student voice is heard. Requested clarity as to voting rights of committee.

For the record, Board Member Jonasson Rosas made a motion to approve the list with the following amendments: the committee's scope to include updating the naming policy as well as drafting a renaming policy, the Superintendent's nomination are non-voting members, and that the board president nominate at least one student, a member from the Fresno High area and a member from the Bullard High area, not to include Mr. Fabela.

For the record, Board Member Jonasson Rosas asked if Trustee Slatic would offer a nomination other than Mr. Fabela. Trustee Major Slatic's nomination stands as Mr. Fabela. Mr. Fabela was not added to the nomination list.

For the record, Chief of Staff Chavez requested clarity from the Board as to if they would like him to start the work now or wait to begin until the additional criteria from Board Member Jonasson Rosas' motion is fulfilled.

For the record, the Board directed Chief of Staff Chavez to begin work immediately.

For the record, the Board President will nominate, pending board approval, a person to the committee from the Bullard High and Fresno High School areas as well as a student.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Islas, Agenda Item B-15 was approved by a roll call vote of 5-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, and Board President Davis. NOES: Board Member: Major Slatic. The Trustee Area 5 seat is vacant.

B. CONFERENCE/DISCUSSION AGENDA - continued

B-16, OPPORTUNITY for Public Discussion of the Fresno Teachers Association – Social Workers Unit Initial Proposal to Fresno Unified School District

OPPORTUNITY for Public Comment

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

B-17, OPPORTUNITY for Public Discussion and ADOPTION of the Fresno Unified School District Initial Proposal to Fresno Teachers Association – Social Workers Unit

OPPORTUNITY for Public Comment

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

On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, Agenda Item B-17 was adopted by a roll call 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-18, 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 125

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 Clerk Thomas, seconded by Board Member Cazares, Agenda Item B-18 was ratified by a roll call vote of 5-0-1-0 as follows: AYES: Board Members: Cazares, Islas, Major Slatic, Thomas, and Board President Davis. ABSTAINED: Board Member Jonasson Rosas.

B-19, PRESENT and DISCUSS Fresno Unified School District's Elementary and Secondary Emergency Relief Expenditure Plan

OPPORTUNITY for Public Comment

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

For the record, Board Members had comments/questions pertaining to Agenda Item B-19. A summary is as follows: Requested that a meal delivery system be

B. CONFERENCE/DISCUSSION AGENDA - continued

developed for students on quarantine. Commented on cafeteria capacity due to social distancing and if resources are available to provide safe lunch hours. Shared concerns pertaining to the area of speech language sessions. Requested space at sites be identified for speech language sessions. Requested clarity as to how this funding could be used to help support staff with technology needs. Requested clarity as to when vote for plan will take place. Suggested staff reach out to SAB regarding supports for students within the plan. Requested clarity as to where field trips fall within the plan. Requested clarity as to supports for the eLearn Academy. Executive Officer Townsend was available to provide clarity.

B-20, DISCUSS and APPROVE Creation of Attendance Boundary for Herrera Elementary School, and Adjustments to Attendance Boundaries for Ayer, Aynesworth, and Storey Elementary Schools

OPPORTUNITY for Public Comment

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

For the record, Board Members had comments/questions pertaining to Agenda Item B-20. A summary is as follows: Requested clarity as to the criteria used to modify the boundaries. Commented it is difficult to explain to constituents why their child must attend a school further from home rather than the one across the street from their home. Commented, at some point this must be thought out holistically throughout the district. Suggested to revisit once redistricting is complete. Shared concern with school route safety. Shared concern with large number of apartment complexes located in an individual school boundary and issues of transiency. Requested clarity as to the communication plan for those students moving schools. Commented on the need for infrastructure and sidewalks and asked how the Board could help speed up the work with the Fresno City Council; interested in providing a proposal to the City soon. Requested clarity as to if the mile to school for transportation is a walking mile. Requested clarity as to canal safety. Requested clarity as to middle and high school capacity in the area. Chief of Operations Temple was available to provide clarity.

On a motion by Board President Davis, seconded by Board Member Jonasson Rosas, Agenda Item B-20 was approved by a roll call 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-21, DISCUSS and CONSIDER ADOPTION of Resolution No. 21-09 to Censure Trustee Slatic

OPPORTUNITY for Public Comment

For the record, the Board received 3 requests to address the Board on Agenda

B. CONFERENCE/DISCUSSION AGENDA - continued

Item B-21. The individual's name along with a summary of topics are listed as follows:

1. Mrs. Bailey: Support for Trustee Major Slatic.
2. Dennis Newman: Did not come to the podium to speak.
3. Andy Fabela: Shared a past board meeting video.

For the record, Board Members had comments/questions pertaining to Agenda Item B-21. A summary is as follows: Commented could not support language change from accompanied by a representative from the Superintendent's Office to accompanied by a site administrator. Commented on the amount of resources spent on social justice. Commented on diversity of Board Members. Commented will not go away until students are at grade level.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Islas, Agenda Item B-21 was adopted as presented, by a vote of 5-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, and Board President Davis. NOES: Board Members: Major Slatic.

C. RECEIVE INFORMATION & REPORTS

The Board was in receipt of one Receive item as follows:

C-22, RECEIVE Proposed Board Policy Revisions

Included in the Board binders are proposed revisions for the following five Board Policies (BP):

- BP 5000 Concepts and Roles
- BP 5021 Noncustodial Parents
- BP 5111.2 Nonresident Foreign Students (DELETE)
- BP 5112.1 Exemptions from Attendance
- BP 5112.3 Student Leave of Absence (NEW)

BOARD/SUPERINTENDENT COMMUNICATION

Member Jonasson Rosas: Requested an update on the following: Hedges property, redistricting, alternative seating, and the use of Microsoft Teams by students.

Member Cazares: Requested information regarding additional time (30 minutes) and if it could be included in ESSER funding. Requested concussion guidelines be reinforced with Athletic Directors.

BOARD/SUPERINTENDENT COMMUNICATION - continued

Member Major Slatik: Requested a board communication regarding concussion guidelines, especially at middle school level.

Board Clerk Thomas: Requested status update on new facility. Shout out to Amazon for providing a mobile vaccination/testing event at Edison.

Board President Davis: Pig Game on October 29, 2021.

Member Islas: Commented on sports continuing during days of bad air quality. Requested policy or guidelines be established and communicated to sites. Commented on perceived falsehoods made during meeting. Shared thanks to community-based partnerships for their support.

Student Member Aguilar: Shared good things from Fresno High School - Rally for Home Coming was live streamed to under classmen by Fresno High's video production team. Shared Pig Game will be at 7:30 p.m. on October 29, 2021, at Sunnyside High School.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 10:00 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 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 Variable Term Waiver

ITEM DESCRIPTION: Included for Board adoption is a Variable Term Waiver for a teacher that has exhausted the Provisional Internship Permit (PIP) and the Short-Term Staff Permit (STSP).

Recommendation for a Variable Term Waiver:

Due to the closure of test centers caused by the shelter-in-place orders, the California Commission on Teacher Credentialing has developed a Variable Term Waiver option to grant teachers one extra year on their PIP or STSP to allow them to continue to teach in the 2021/22 school year. With the issuance of the variable term waiver, teachers have an additional year to complete coursework and/or exams so they may become intern-eligible or obtain a preliminary credential for the 2022/23 school year.

Name	Permit	School Site	Subject
Tezale Archie	Variable Term Waiver	Special Education	Mild/Moderate & Moderate/Severe

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
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Variable Term Waiver for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included for Board adoption is a Variable Term Waiver for Career Technical Education (CTE) Credential holders. The Commission on Teacher Credentialing (CTC) has stated the Preliminary CTE credential holders should be issued a variable term waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner Authorization stated on their credential document until the CTE program is completed and the clear credential is issued.

Name	Site	Subject
Amber Donat	Phoenix	Agriculture and Natural Resources

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
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-7

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Variable Term Waiver for Bilingual Cross-cultural, Language and Development Authorization

ITEM DESCRIPTION: Included for Board adoption is a Variable Term Waiver request for Bilingual Cross-cultural, Language and Development (BCLAD) Authorization for the 2021/22 school year. Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidates referenced below are working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential
Mary Sandoval	Wawona Middle School	BCLAD – Spanish

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
Board Agenda Item

Board Meeting Date: October 27, 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 Provisional Internship Permits

ITEM DESCRIPTION: Included for Board approval are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board approval.

Site principals recommended to Human Resources to retain or hire the following teachers in their positions for 2021/22 due to a shortage of fully credentialed teachers. They are working toward completing the required exams by the end of the 2021/22 school year.

Recommendations for PIP hires:

Name	School Site	Subject
Vanessa Molina	eLearn	Multiple Subject
Breanna Reynaga	eLearn	Multiple Subject
Kasandra Garfield	eLearn	Multiple Subject
Rhona Beck	eLearn	Multiple Subject
Mercedes Rodriguez	eLearn	Social Science
Tanya Salzer	Fresno High	Sped Mild/Mod & Moderate/Severe
Genevieve Nunez	Hidalgo	Sped Mild/Mod & Moderate/Severe
Jackie Salwasser-Pittman	Webster	Multiple Subject

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 M. Nelson

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 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 Appointment of Annaliese Herms to the Citizens' Bond Oversight Committee

ITEM DESCRIPTION: It is recommended the Board approve the appointment of Annaliese Herms to the Citizens' Bond Oversight Committee (CBOC). Ms. Herms is nominated by Board Member Jonasson Rosas. The role of the CBOC, which meets quarterly and reports to the Board annually, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. CBOC members are appointed by the Board, and the Superintendent appoints the Chair.

Ms. Herms is a grant writer with the Fresno Economic Opportunities Commission and is involved with program planning for services that impact the community, including programs that partner with Fresno Unified to serve district students. She lives within the district and is not a vendor, contractor, consultant, employee, or official of the district.

CBOC nominees are requested to indicate if they represent one or more of the membership categories identified by Education Code for representation on citizens' oversight committees. Ms. Herms does not identify herself in any category. All categories are represented on the Committee:

1. Active in an organization that represents the business community
2. Active in a senior citizens' organization
3. Active in a bona fide taxpayers' organization
4. Parent/guardian of a Fresno Unified student
5. Parent/guardian of a Fresno Unified student and active in a parent-teacher organization

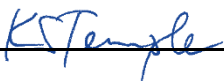
FINANCIAL SUMMARY: No fiscal impact to the district.

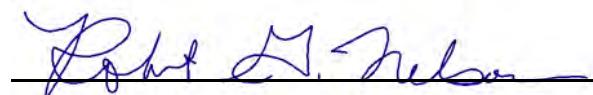
PREPARED BY: Karin Temple,
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Appointment of Pablo Villagrana to the Citizens' Bond Oversight Committee

ITEM DESCRIPTION: It is recommended the Board approve the appointment of Pablo Villagrana to the Citizens' Bond Oversight Committee (CBOC). Mr. Villagrana is nominated by Board Member Jonasson Rosas. The role of the CBOC, which meets quarterly and reports to the Board annually, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. CBOC members are appointed by the Board, and the Superintendent appoints the Chair.

Mr. Villagrana is President of Ironworkers Local 155 and has served as a volunteer at community events for City Council Members Nelson Esparza and Tyler Maxwell. He lives within the district and is not a vendor, contractor, consultant, employee, or official of the district.

CBOC nominees are requested to indicate if they represent one or more of the membership categories identified by Education Code for representation on citizens' oversight committees. Mr. Villagrana identifies himself in category 4 below. All categories are represented on the Committee:

1. Active in an organization that represents the business community
2. Active in a senior citizens' organization
3. Active in a bona fide taxpayers' organization
4. Parent/guardian of a Fresno Unified student
5. Parent/guardian of a Fresno Unified student and active in a parent-teacher organization

FINANCIAL SUMMARY: No fiscal impact to the district.

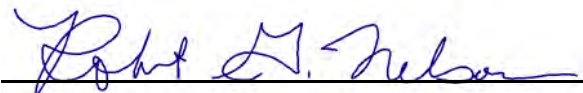
PREPARED BY: Karin Temple,
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Budget Revision No. 2 for Fiscal Year 2021/22

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 2 for fiscal year 2021/22. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 2 for fiscal year 2021/22:

- Adjustments for actual beginning balances as presented in the 2020/21 Unaudited Actual Financial Report approved by the Board on September 08, 2021
- Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$122.4 million at June 30, 2022.

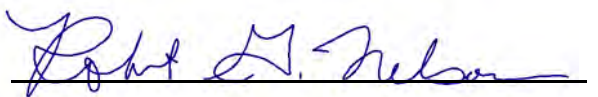
PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:



Unrestricted General Fund Adjustments and Revisions – Unaudited Actuals

Unaudited Actuals – As presented in the 2020/21 Unaudited Actuals Financial Report approved by the Board on September 08, 2021, the 2021/22 beginning balance is adjusted to the 2020/21 actual balance. In addition, the unrestricted ending balance includes: Facilities one-time projects of \$2.1 million; carryover related to school site carryover of \$2.4 million.

Program Adjustments to 2021/22 Budget Recommended for Approval

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

- Additional Medi-Cal Administrative Activities (MAA) revenue of \$778,000
- Additional Communications Director to support the shift of two positions to Health, Safety and Emergency Response Department of \$175,000
- Startup supplies and service supports for External Partnerships of \$120,000
- Increase Executive Officer to Executive Prevention and Intervention, Executive Officer School Leadership to Assistant Superintendent College and Career Readiness, and Administrative Analyst to Administrator of \$30,000
- Increase of Apprenticeship Award offset by services of \$25,000
- As a result of the revision to existing grant entitlements, Budget Revision No. 2 recognizes \$2.5 million in additional indirect costs

Grant Revisions

Included in Budget Revision No. 2 are additional allocations to ESSER II of \$44.3 million to address increased support in the following categories:

- Virtual Learning to support eLearn school expansion – \$16.8 million
- Support simultaneous learning and short-term independent study for students on quarantine per collective bargaining agreement – \$17.4 million
- Health and safety support to assist with testing, contact tracing, and supervision – \$3.4 million
- Technology to support distance learning while on quarantine and eLearn – \$2.2 million
- Classroom upgrades to support the elimination of combination desks – \$1.3 million
- Increase teacher supply allocation – \$850,000
- Student engagement support for a one-day 7th grade camp – \$578,000
- Recognize indirect costs – \$1.8 million

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

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
21ST Century Comm Learn Ctr	\$1,075,000	\$68,621	-	\$1,143,621	\$68,621
Achievements in Respiratory (AIR) Health Award	-	146	-	146	146
After School Education & Safety Program (ASES)	4,472,229	181,920	-	4,654,149	181,920
Cal Ed Teach Project - Administrator Development.	-	602	-	602	602
California Career Technical Education Incentive Grant Program	1,109,186	846,654	-	1,955,840	846,654
California Clean Energy Jobs Act	1,220,804	321,747	-	1,542,551	321,747
California Partnership Academies- CTE Initiative	130,360	(20,448)	5,000	114,912	(15,448)
CARES Act, Elementary and Secondary School Emergency Relief	35,809,846	(1,668,259)	-	34,141,587	(1,668,259)
Classified School Employee Prof Dev Block Grant	421,526	2,681	-	424,207	2,681
Education for Homeless Children and Youth Grant	-	-	101,597	101,597	101,597
Elementary and Secondary School Emergency Relief II	63,801,000	44,307,996	-	108,108,996	44,307,996
Elementary Schools: Local	-	10,456	-	10,456	10,456
ESSA: Comprehensive Support & Improvement (CSI)	3,256,495	(233,011)	-	3,023,484	(233,011)
Expanded Learning Opportunities Grant	45,781,366	(24,766,349)	-	21,015,017	(24,766,349)
Expanded Learning Opportunities Grant-Paraprofessional	5,127,122	282,324	-	5,409,446	282,324
Expanding Opportunities in High- Quality Pathways Project	-	484,843	-	484,843	484,843
Extended Learning Opportunities Grant-7425-ESSER III	-	5,209,430	-	5,209,430	5,209,430
Extended Learning Opportunities Grant-7425-ESSER III	-	8,980,348	-	8,980,348	8,980,348
Extended Learning Opportunities Grant-ESSER II	-	7,997,251	-	7,997,251	7,997,251
Extended Learning Opportunities Grant-GEER II	-	1,835,131	-	1,835,131	1,835,131
Fansler Foundation	-	1,280	-	1,280	1,280

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
First 5 High Quality ECE Technical Assistance	20,000	(45)	-	19,955	(45)
Fresno Pacific Teacher Quality Partnership Program	2,119,860	23,212	-	2,143,072	23,212
Governor's Emergency Education Relief Fund: Learning Loss Mitigation	3,942,416	(986,128)	-	2,956,288	(986,128)
Hewlett Foundation	-	15,970	-	15,970	15,970
High Schools: Local	-	408	-	408	408
IASA: Title I Basic Grants Low	64,681,312	220,809	7,845,345	72,747,466	8,066,154
IASA: Title I Migrant Ed Regular	343,750	-	174,650	518,400	174,650
IASA: Title I Migrant Ed Summer	106,680	-	64,120	170,800	64,120
IDEA Alternative Dispute Resolution	108,888	8,756	-	117,644	8,756
IDEA Part B - Supporting Inclusive Practices Preschool	18,000	25,121	-	43,121	25,121
IDEA Preschool Grades: Spec. Ed.	298,460	54,232	-	352,692	54,232
In Person Instruction Grant	7,244,491	7,309,270	-	14,553,761	7,309,270
Indian Education	66,584	4,820	-	71,404	4,820
Kaiser Permanente Grant - Health Services	-	222,112	-	222,112	222,112
Learning Communities for School Success Program (LCSSP)	812,574	51,162	-	863,736	51,162
Lottery: Instructional Materials	4,542,135	1,838,767	-	6,380,902	1,838,767
Lucille Packard Children Center Grant	500,000	69,031	-	569,031	69,031
Medi-Cal Billing Option	3,088,044	155,904	-	3,243,948	155,904
National University Teacher Quality Partnership Program	2,221,040	(148,843)	-	2,072,197	(148,843)
Ongoing & Major Maintenance	36,784,290	460,145	-	37,244,435	460,145
Packard - Leadership Coaching and Organizational Culture Prj	-	1,138	-	1,138	1,138
Partnership Academies	497,445	32,489	-	529,934	32,489
Public Ed fund	-	15,190	-	15,190	15,190
SD-CEIS IDEA Basic Local Assistance Entitlement	3,331,882	(16,679)	-	3,315,203	(16,679)
Special Ed: Local	1,605,715	22,682	-	1,628,397	22,682
Special Ed: Dispute Prevention and Dispute Resolution	1,100,000	-	(14,300)	1,085,700	(14,300)
Special Ed: Learning Recovery Support	5,100,000	-	(214,348)	4,885,652	(214,348)
Special Education	134,106,979	-	550,000	134,656,979	550,000
Special Ed - Mental Health Services	5,382,669	334,780	-	5,717,449	334,780

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
Strong Workforce Program	3,310,021	1,118,538	-	4,428,559	1,118,538
Teacher Quality Partnership Program	-	2,193	-	2,193	2,193
Title II - Teacher Quality	14,424,282	(119,976)	276,321	14,580,627	156,345
Title III - Immigrant	191,939	2,670	-	194,609	2,670
Title III - Limited English Proficient	1,727,922	(145,641)	95,636	1,677,917	(50,005)
Transition to Teaching	1,735,255	(201,085)	-	1,534,170	(201,085)
Wallace Grant	-	-	1,790,000	1,790,000	1,790,000
Yokomi Grant	-	1,170	-	1,170	1,170
Restricted – General Fund Totals	\$461,617,567	\$54,215,535	\$10,674,021	\$526,507,123	\$64,889,556

Other Funds

Other Funds Beginning Balance – The table below reflects the 2021/22 revised beginning balance for all funds (in millions). Adjustments will be made to the expense budgets to allocate or reduce funds accordingly.

Fund (in millions)	2021/22 Adopted Budget Beginning Fund Balance	2021/22 Revision No. 2 Beginning Fund Balance	Net Change
Adult Education	\$1.72	\$1.75	\$0.03
Adult Education Building	\$2.11	\$2.11	\$0.00
Associated Student Body	\$0.00	\$2.05	\$2.05
Bond Interest and Redemption	\$280.26	\$288.47	\$8.21
Cafeteria	\$16.83	\$13.36	(\$3.47)
Capital Facilities (Developer Fees)	\$0.51	\$0.96	\$0.45
Child Development	\$0.00	\$0.70	\$0.70
County School Facility	\$56.10	\$52.72	(\$3.38)
Deferred Maintenance	\$0.00	\$0.00	\$0.00
Defined Benefits	\$10.37	\$10.51	\$0.14
Health	\$47.16	\$55.51	\$8.35
Liability	\$1.16	\$1.50	\$0.34
Measure X – Series C	\$45.25	\$26.79	(\$18.46)
Measure X – Series D	\$0.00	\$45.03	\$45.03
Measure M - Series A	\$77.91	\$71.20	(\$6.71)
Retiree Benefits	\$66.41	\$69.42	\$3.01
Special Reserve for Capital Outlay	\$3.04	\$3.61	\$0.57
Workers' Compensation	(\$9.05)	(\$1.10)	\$7.95

Adult Education Fund – Budget Revision No. 2 reflects an increase in expenses of \$153,000 for adjustments for actual carryover and award adjustments.

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
Adult Education Apportionment	\$297,791	(\$20,634)	-	\$277,157	(\$20,634)
Adult Education Block Grant	6,685,231	(201,462)	-	6,483,769	(201,462)
Adult Secondary Ed: Adult Basic Education	334,950	-	42,936	377,886	42,936
CalWORKs for Adult Education	570,391	283,096	-	853,487	283,096
Citizenship and Integration Direct Services Grant Program	47,553	723	-	48,276	723
English Literacy & Civics Education: Adult Basic Ed	190,576	-	33,340	223,916	33,340
ESL/Citizenship: Adult Basic Education	455,530	-	17,532	473,062	17,532
Vocational Programs: Postsecondary	122,636	-	(1,872)	120,764	(1,872)
Total	\$8,704,658	\$61,723	\$91,936	\$8,858,317	\$153,659

Children's Center Fund – Budget Revision No. 2 reflects an increase in expenses of \$1.04 million for adjustments for actual carryover and award adjustments.

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
Child Dev: COVID Response & Relief Supplemental Appropriation	-	\$674,719	-	\$674,719	\$674,719
CSPP Quality Rating & Improvement System Block Grant	242,396	-	369,275	611,671	369,275
Total	\$242,396	\$674,719	\$369,275	\$1,286,390	\$1,043,994

Cafeteria Fund – Budget Revision No. 2 reflects an increase in expenses of \$520,000 for adjustments for actual carryover.

Name	2021/22 Current Budget Allocation	2020/21 Carryover Amount	2021/22 Adjusted Award Amount	Revised Budget Allocation	Change
Child Nutrition: Child Care Food	\$4,424,513	\$420,000	-	\$4,844,513	\$420,000
Healthier Generation's Healthy Schools Program	-	366	-	366	366
Nourishing Neighbors Grant	-	100,000	-	100,000	100,000
Total	\$4,424,513	\$520,366	-	\$4,944,879	\$520,366

**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 2**

DESCRIPTION	2021/22 ADOPTED BUDGET	2021/22 CURRENT BUDGET	10/27/2021 2021/22 BUDGET REVISION No. 2	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	\$ 814,231,696	\$ 847,475,392	\$ 847,475,392	\$ -	\$ 33,243,696
Federal Revenues	209,856,651	209,856,651	287,885,677	78,029,026	78,029,026
Other State Revenues	187,187,967	247,241,110	209,393,877	(37,847,233)	22,205,910
Other Local Revenues	18,328,074	18,371,729	19,994,769	1,623,040	1,666,695
Total Revenues	\$ 1,229,604,388	\$ 1,322,944,882	\$ 1,364,749,715	\$ 41,804,833	\$ 135,145,327
Expenditures					
Certificated Salaries	\$ 493,099,101	\$ 521,007,168	\$ 540,663,234	\$ 19,656,066	\$ 47,564,133
Classified Salaries	153,062,064	155,318,599	160,239,344	4,920,745	7,177,280
Employee Benefits	344,307,261	346,702,654	351,223,703	4,521,049	6,916,442
Book and Supplies	67,666,687	126,498,494	144,752,703	18,254,209	77,086,016
Services & Operating	128,537,800	120,798,267	139,103,652	18,305,385	10,565,852
Capital Outlay	8,011,642	8,006,642	8,488,389	481,747	476,747
Other Outgo	2,711,567	2,711,567	3,801,567	1,090,000	1,090,000
Direct/Indirect Costs	(2,528,840)	(2,518,479)	(2,562,209)	(43,730)	(33,369)
Total Expenditures	\$ 1,194,867,282	\$ 1,278,524,912	\$ 1,345,710,383	\$ 67,185,471	\$ 150,843,101
Other Sources/(Uses)					
Transfers In	\$ 7,385,329	\$ 7,385,329	\$ 7,385,329	\$ -	\$ -
Transfers Out	(8,856,409)	(8,856,409)	(8,856,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ (1,471,080)	\$ (1,471,080)	\$ (1,471,080)	\$ -	\$ -
Net Increase/Decrease in Fund Balance	\$ 33,266,026	\$ 42,948,890	\$ 17,568,252	\$ (25,380,638)	\$ (15,697,774)
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 189,916,304	\$ - \$ 189,916,304	\$ - \$ 189,916,304	\$ - \$ -	\$ - \$ -
Beginning Balance	\$ 189,916,304	\$ 189,916,304	\$ 229,193,036	\$ 39,276,732	\$ 39,276,731
Ending Fund Balance	\$ 223,182,330	\$ 232,865,195	\$ 246,761,287	\$ 13,896,093	\$ 23,578,957
Components of Ending Balance					
Revolving Cash	\$ 90,918	\$ 90,918	\$ 96,776	\$ 5,858	\$ 5,858
Stores	2,725,284	2,725,284	2,528,519	(196,765)	(196,765)
Prepaid Expense	1,162,384	1,162,384	977,806	(184,578)	(184,578)
Other Commitments	87,100,000	87,100,000	87,100,000	-	-
Assigned: Other Assignments	32,000,000	32,000,000	32,000,000	-	-
Restricted	1,169,794	1,169,794	1,169,794	-	-
Reserve for Economic Uncertainties	98,933,951	108,616,815	122,888,393	14,271,578	23,954,442
Reserve Level %	8.22%	8.44%	9.07%		
Total Ending Fund Balance	\$ 223,182,330	\$ 232,865,195	\$ 246,761,287	\$ 13,896,093	\$ 23,578,957

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$27,091,336

As shown above the reserve for economic uncertainties is \$122,888,393 with an assigned and committed ending balance of \$119,100,000 set aside for future year expenses

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

**UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 2**

DESCRIPTION	2021/22 ADOPTED BUDGET UNRESTRICTED	2021/22 CURRENT BUDGET UNRESTRICTED	10/27/2021 BUDGET REVISION No. 2 UNRESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	\$ 814,231,696	\$ 847,475,392	\$ 847,475,392	\$ -	\$ 33,243,696
Federal Revenues	-	-	-	-	-
Other State Revenues	14,650,014	15,558,441	15,583,002	24,561	932,988
Other Local Revenues	11,139,137	11,182,792	11,960,849	778,057	821,712
Total Revenues	\$ 840,020,847	\$ 874,216,625	\$ 875,019,243	\$ 802,618	\$ 34,998,396
Expenditures					
Certificated Salaries	\$ 322,961,417	\$ 347,705,366	\$ 347,705,366	\$ -	\$ 24,743,949
Classified Salaries	88,607,498	89,319,303	89,459,303	140,000	851,805
Employee Benefits	192,326,546	194,525,943	194,590,943	65,000	2,264,397
Book and Supplies	24,379,864	24,121,507	26,064,068	1,942,561	1,684,204
Services & Operating	72,578,942	72,397,115	74,941,922	2,544,807	2,362,980
Capital Outlay	5,906,340	5,906,340	6,066,340	160,000	160,000
Other Outgo	1,207,209	1,207,209	1,207,209	-	-
Direct/Indirect Costs	(20,028,099)	(20,028,099)	(22,584,552)	(2,556,453)	(2,556,453)
Total Expenditures	\$ 687,939,717	\$ 715,154,684	\$ 717,450,599	\$ 2,295,915	\$ 29,510,882
Other Sources/(Uses)					
Transfers In	\$ 28,920	\$ 28,920	\$ 28,920	\$ -	\$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	\$ (111,622,266)	\$ (108,920,213)	\$ (108,920,213)	\$ -	\$ 2,702,053
Total Sources/(Uses)	\$ (113,093,346)	\$ (110,391,293)	\$ (110,391,293)	\$ -	\$ 2,702,053
Net Increase/Decrease in Fund Balance	\$ 38,987,784	\$ 48,670,648	\$ 47,177,351	\$ (1,493,297)	\$ 8,189,567
Beginning Fund Balance - Adopted	\$ 183,024,753	\$ 183,024,753	\$ 183,024,753	\$ -	\$ -
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 183,024,753	\$ 183,024,753	\$ 199,504,143	\$ 16,479,391	\$ 16,479,391
Ending Fund Balance	\$ 222,012,537	\$ 231,695,401	\$ 246,681,494	\$ 14,986,094	\$ 24,668,958

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 2**

DESCRIPTION	2021/22 ADOPTED BUDGET RESTRICTED	2021/22 CURRENT BUDGET RESTRICTED	10/27/2021 BUDGET REVISION No. 2 RESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	209,856,651	209,856,651	287,885,677	78,029,026	78,029,026
Other State Revenues	172,537,953	231,682,669	193,810,875	(37,871,794)	21,272,922
Other Local Revenues	7,188,937	7,188,937	8,033,920	844,983	844,983
Total Revenues	\$ 389,583,541	\$ 448,728,257	\$ 489,730,472	\$ 41,002,215	\$ 100,146,931
Expenditures					
Certificated Salaries	\$ 170,137,684	\$ 173,301,802	\$ 192,957,868	\$ 19,656,066	\$ 22,820,184
Classified Salaries	64,454,566	65,999,296	70,780,041	4,780,745	6,325,475
Employee Benefits	151,980,715	152,176,711	156,632,760	4,456,049	4,652,045
Book and Supplies	43,286,823	102,376,987	118,688,635	16,311,648	75,401,812
Services & Operating	55,958,858	48,401,152	64,161,730	15,760,578	8,202,872
Capital Outlay	2,105,302	2,100,302	2,422,049	321,747	316,747
Other Outgo	1,504,358	1,504,358	2,594,358	1,090,000	1,090,000
Direct/Indirect Costs	17,499,259	17,509,620	20,022,343	2,512,723	2,523,084
Total Expenditures	\$ 506,927,565	\$ 563,370,228	\$ 628,259,784	\$ 64,889,556	\$ 121,332,219
Other Sources/(Uses)					
Transfers In	7,356,409	7,356,409	7,356,409	-	-
Transfers Out	(7,356,409)	(7,356,409)	(7,356,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	111,622,266	108,920,213	108,920,213	-	(2,702,053)
Total Sources/(Uses)	\$ 111,622,266	\$ 108,920,213	\$ 108,920,213	\$ -	\$ (2,702,053)
Net Increase/Decrease in Fund Balance	\$ (5,721,758)	\$ (5,721,758)	\$ (29,609,099)	\$ (23,887,341)	\$ (23,887,341)
Beginning Fund Balance - Adopted	\$ 6,891,552	\$ 6,891,552	\$ 6,891,552	\$ -	\$ -
Beginning Balance	\$ 6,891,552	\$ 6,891,552	\$ 29,688,892	\$ 22,797,341	\$ 22,797,341
Ending Fund Balance	\$ 1,169,794	\$ 1,169,794	\$ 79,793	\$ (1,090,000)	\$ (1,090,000)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: **Adult Education Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	2,436,842	2,436,842	2,436,842	0
2000	Classified Salaries	1,620,303	1,620,303	1,620,303	0
3000	Employee Benefits	2,362,927	2,362,927	2,362,927	0
4000	Books and Supplies	1,790,112	1,617,362	1,772,893	155,531
5000	Services and Other Operating	863,140	1,035,890	1,034,018	(1,872)
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	9,073,324	9,073,324	9,226,983	153,659
7300	INDIRECT COSTS	276,879	276,879	276,879	0
	TOTAL APPROPRIATIONS	9,350,203	9,350,203	9,503,862	153,659
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,151,245	1,151,245	1,243,181	91,936
	STATE REVENUES	6,098,047	6,098,047	6,098,770	723
	LOCAL REVENUES	608,087	608,087	608,087	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	7,857,379	7,857,379	7,950,038	92,659
	Beginning Fund Balance	1,723,286	1,745,523	1,745,523	0
	Change to Fund Balance	(1,492,824)	(1,492,824)	(1,553,824)	(61,000)
	Ending Fund Balance	230,462	252,699	191,699	(61,000)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: Children Center Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	5,604,024	5,686,111	5,686,111	0
2000	Classified Salaries	4,263,276	4,263,276	4,263,276	0
3000	Employee Benefits	8,423,832	8,351,745	8,351,745	0
4000	Books and Supplies	1,608,419	1,598,419	2,627,359	1,028,940
5000	Services and Other Operating	1,129,238	1,129,238	1,129,238	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	21,028,789	21,028,789	22,057,729	1,028,940
7300	INDIRECT COSTS	869,928	869,928	913,658	43,730
	TOTAL APPROPRIATIONS	21,898,717	21,898,717	22,971,387	1,072,670
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,401,845	1,401,845	1,401,845	0
	STATE REVENUES	20,229,316	20,229,316	20,229,316	0
	LOCAL REVENUES	267,556	267,556	636,831	369,275
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	21,898,717	21,898,717	22,267,992	369,275
	Beginning Fund Balance	0	0	703,395	703,395
	Change to Fund Balance	0	0	(703,395)	(703,395)
	Ending Fund Balance	0	0	(0)	(0)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: Cafeteria Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	14,820,482	14,820,482	14,820,482	0
3000	Employee Benefits	11,668,385	11,668,385	11,668,385	0
4000	Books and Supplies	23,254,999	23,254,999	23,255,365	366
5000	Services and Other Operating	2,769,998	2,769,998	2,769,998	0
6000	Capital Outlay	0	288,813	808,813	520,000
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	52,513,864	52,802,677	53,323,043	520,366
7300	INDIRECT COSTS	1,382,033	1,382,033	1,382,033	0
	TOTAL APPROPRIATIONS	53,895,897	54,184,710	54,705,076	520,366
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	52,069,158	52,069,158	52,069,158	0
	STATE REVENUES	1,708,586	1,708,586	1,708,586	0
	LOCAL REVENUES	1,289,060	1,289,060	1,389,426	100,366
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	55,066,804	55,066,804	55,167,170	100,366
	Beginning Fund Balance	16,830,805	16,830,805	13,364,854	(3,465,951)
	Change to Fund Balance	1,170,907	882,094	462,094	(420,000)
	Ending Fund Balance	18,001,712	17,712,899	13,826,948	(3,885,951)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: Developer Fees

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	197	18,803	18,803	0
5000	Services and Other Operating	428,614	852,513	852,513	0
6000	Capital Outlay	1,437,369	994,864	1,453,761	458,897
7000	Other Outgo	28,920	28,920	28,920	0
	TOTAL BEFORE INDIRECT	1,895,100	1,895,100	2,353,997	458,897
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	1,895,100	1,895,100	2,353,997	458,897
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	1,390,000	1,390,000	1,390,000	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	1,390,000	1,390,000	1,390,000	0
	Beginning Fund Balance	505,100	505,100	963,997	458,897
	Change to Fund Balance	(505,100)	(505,100)	(963,997)	(458,897)
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: Measure X-Series C

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	0	0	0	0
5000	Services and Other Operating	0	0	0	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	45,893,968	45,893,968	27,702,132	(18,191,836)
	TOTAL BEFORE INDIRECT	45,893,968	45,893,968	27,702,132	(18,191,836)
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	45,893,968	45,893,968	27,702,132	(18,191,836)
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	0	0	0	0
	OTHER SOURCES	643,968	643,968	907,418	263,450
	TOTAL REVENUES	643,968	643,968	907,418	263,450
	Beginning Fund Balance	45,250,000	45,250,000	26,794,714	(18,455,286)
	Change to Fund Balance	(45,250,000)	(45,250,000)	(26,794,714)	18,455,286
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: Measure X-Series D

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	0	0	0	0
5000	Services and Other Operating	0	0	0	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	45,025,854	45,025,854
	TOTAL BEFORE INDIRECT	0	0	45,025,854	45,025,854
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	0	0	45,025,854	45,025,854
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	0	0	0	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	0	0	0	0
	Beginning Fund Balance	0	0	45,025,854	45,025,854
	Change to Fund Balance	0	0	(45,025,854)	(45,025,854)
	Ending Fund Balance	0	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

October 27, 2021

FUND: County School Facility Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	1,516,775	1,781,367	1,781,367	0
5000	Services and Other Operating	13,404,587	22,184,622	22,184,622	0
6000	Capital Outlay	66,241,042	57,196,415	57,196,415	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	81,162,404	81,162,404	81,162,404	0
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	81,162,404	81,162,404	81,162,404	0
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	600,000	600,000	600,000	0
	OTHER SOURCES	116,537,559	116,537,559	143,371,577	26,834,018
	TOTAL REVENUES	117,137,559	117,137,559	143,971,577	26,834,018
	Beginning Fund Balance	56,098,553	56,098,553	52,720,448	(3,378,105)
	Change to Fund Balance	35,975,155	35,975,155	62,809,173	26,834,018
	Ending Fund Balance	92,073,708	92,073,708	115,529,621	23,455,913

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Retiree Contract with Ralph Meza to Provide Extra Support to the Transportation Department

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a contract with Ralph Meza, who retired as the district's Transportation Director in 2012. Mr. Meza has been assisting Transportation with support and oversight 20-25 hours weekly since August 09, 2021, under an initial \$14,000 contract, and there is continued need for the extra support. The contract extension provides for Mr. Meza's assistance through January 28, 2022, at a cost of \$18,400. Therefore, the contract (including the previous term) will total \$32,400. Mr. Meza's areas of focus are supporting bus drivers and helping to recruit and train bus driver candidates.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$32,400 are available in the General Fund.

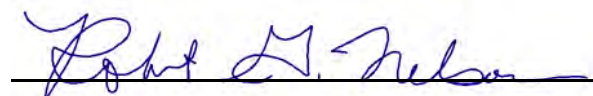
PREPARED BY: Karin Temple,
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District

Retiree Contract Checklist

This Form Must BE TYPED.

1. School Site: Transportation Department
2. Administrator: Karin Temple Telephone: 457-3138
3. Retiree: Ralph Meza
4. Term: 11/15/21 Through: 01/28/2022
5. Budget: 030-7230-0925-0000-3600-5899
6. Contract Amount: org. amount \$ 14,000. Add. amount \$18,400 total \$32,400
7. Scope of Work Summary: Extend contract services to assist with support and oversight of Transportation Operations.
8. Expected Results/Student Outcome: Smooth start of school year for the Transportation Department in the transportation of students.
9. Date item is to appear on Board of Education Agenda: 10/27/21
(Contracts of \$15,000. or more)

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

**FRESNO UNIFIED SCHOOL DISTRICT
CLASSIFIED RETIREE CONTRACT
PURSUANT TO GOVERNMENT CODE SECTION 21224**

Retiree:	Ralph Meza	Retiree I.D. Number:	1003986
Department	Transportation Department	Department Number:	0925
Position Title:	Acting Transportation Director	Hourly/Daily Rate of Pay:	60.00/hr.
Contract Period:	11/15/21- 01/28/2022	Contract Salary Not to Exceed:	18,400
Budget Number:	030-7230-0925-0000-3600-5899	School Site Plan (if applicable):	N/A
Funding Source:	Transportation Department	During this fiscal year, have you signed any other retiree contracts?	NO

Ralph Meza _____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Government Code section 21224.

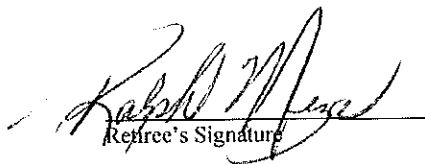
1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired classified employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Government Code section 21224.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from ____ 11/15 20__21__ through ____01/28____, 20__22__, or earlier if any of the following occur:
 - a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
 - b. Notification by the District that Retiree's services are no longer needed; or
 - c. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of specialized skills, job duties/position and limitations set forth in Government Code section 21224.
 - a. Length of service shall not exceed a combined total of 960 hours for all employers each fiscal year.
 - b. Compensation for service shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly

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

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

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

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


Retiree's Signature

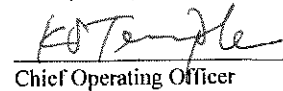
Date 10-06-2021

Principal/Department Head Signature

Date _____

Funding Source Signature
(Office of State & Federal)

Date _____


Chief Operating Officer

Date 10/06/2021

Associate Superintendent
(that oversees above Mentioned Program)

Date _____

Associate Superintendent, Human Resources

Date _____

Board Approval Date 10/27/21 Item# _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement between Fresno Unified School District Early Learning Department and Orchid Interpreting, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District Early Learning Department and Orchid Interpreting, Inc. Orchid Interpreting, Inc. is a Fresno, California based interpreting agency specializing in connecting people, businesses, and organizations through the power of language. Orchid Interpreting, Inc. will partner with Fresno Unified School District to expand the accessibility of the Language Learning Project (LLP) training resources and materials for participants with varying language capabilities, including Family Child Care and Family, Friend, and Neighbor caregivers.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$35,000 are available in the Early Learning Department budget.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

DIVISION: Early Learning
PHONE NUMBER: (559) 457-3687

CABINET APPROVAL:

Lindsay Sanders

[Lindsay Sanders \(Oct 11, 2021 08:38 PDT\)](#)

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Orchid Interpreting, Inc.

1602 E Divisadero Street Fresno, CA 93721

Vendor Name

Address

559-486-5648

Lina Shelly

Phone Number

Vendor Contact

From: October 28, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Early Learning

559-457-3623

Maria Ceballos Tapia

Site/ Dept

Telephone number

Name

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

060-7425-0765-0050-5899

Annual Cost \$ 35,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Orchid Interpreting, Inc. is a Fresno, California based interpreting agency specializing in connecting people, businesses, and organizations through the power of language. Orchid Interpreting, Inc. will partner with Fresno Unified School District to expand the accessibility of Language Learning Project (LLP) training resources and materials for participants with varying language capabilities, including Family Child Care and Family, Friend, and Neighbor caregivers. Services will include the following: 1. Translation of existing training resources including Foundational Training and Training of Trainers materials into Spanish, a total of 560 PowerPoint slides with presenter notes and 82 pages of text. 2. Translation of the Toolkit for Implementing the LLP into Spanish, a total of 238 pages of text. 3. Formatting of all translated materials to align with the structure and design of existing training resources and be seamlessly embedded into the existing LLP website.

Date Item is to appear on Board of Education Agenda:

10/27/21

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Lindsay Sanders

Lindsay Sanders (Oct 11, 2021 09:10 PDT)

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

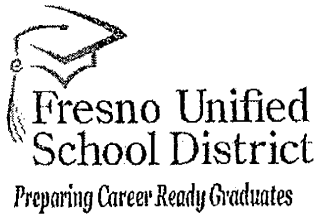
Please return signed contract to:

Early Learning

Jessica Gutierrez

Department

Name



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0765-0050-5899

District Contact Person: Maria Ceballos Tapia

Budget Manager Approval: _____

Contractor's Vendor Name: Orchid Interpreting, Inc.

Contractor's Contact Person: Lina Shelly

Contractor's Title: Treasurer

Contractor's Telephone
Number: 559-486-5648 00

Contractor's E-mail: lina@orchidinterpreting.com

Contractor's Address: 1602 E Divisadero Street Fresno, CA 93721

Contractor's Taxpayer ID# or
SSN#: 45-2483481

This Independent Contractor Services Agreement is made and entered into effective 10/28/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Orchid Interpreting, Inc. is a Fresno, California based interpreting agency specializing in connecting people, businesses, and organizations through the power of language. Orchid Interpreting, Inc. will partner with Fresno Unified School District to expand the accessibility of Language Learning Project (LLP) training resources and materials for participants with varying language capabilities, including Family Child Care and Family, Friend, and Neighbor caregivers. Services will include the following: 1. Translation of existing training resources including Foundational Training and Training of Trainers materials into Spanish, a total of 560 PowerPoint slides with presenter notes and 82 pages of text. 2. Translation of the Toolkit for Implementing the LLP into Spanish, a total of 238 pages of text. 3. Formatting of all translated materials to align with the structure and design of existing training resources and be seamlessly embedded into the existing LLP website.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 10/28/21 , 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 \$ 35,000.00 per flat fee , Not to exceed \$ 35,000.00 . Checks will be made payable to Orchid Interpreting, Inc. . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here JD
 - 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): \$ 35,000.00
 - f. Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.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 JD District's initials JD
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 EO

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:

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

Contractor: Orchid Interpreting, Inc.

Name: Lina Shelly

Address:

1602 E. Divisadero Street
Fresno, CA 93721

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

Sautino Danisi, Chief Financial Officer

Date

CONTRACTOR

Orchid Interpreting, Inc.

Name: Lina Shelly, Title: Treasurer

10/07/21
Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

10/15/2021
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Center for Leadership Equity and Research

ITEM DESCRIPTION: Included in the Board binders is the Center for Leadership Equity and Research Service Agreement. Included in this agreement is the Cultural Proficiency Certification Program for 2021/22 which is a 3-phase, 10-day professional learning experience offered by the Center for Culturally Proficient Educational Practice (CCPEP). Currently, the training consists of these phases:

- Phase I (3 days): The Cultural Proficiency Framework: The Four Tools. Participants will understand the 4 Tools of Cultural Proficiency as a response to educational and equity gaps.
- Phase II (3 Days): An Inquiry/Equity Action Plan. Participants, working in school-site or district-based teams identify inequities to examine, to describe and to address in a systemic manner. Members will collect site-based data and analyze how Cultural Proficiency can inform practice. They will use 5 essential elements to turn values into action.
- Phase III (4 Days): Development of Presentation and Facilitation Leadership Skills for Equity and Access. Facilitators use trainer-of-trainer model to prepare participants as Certified Training Associates (CTAs) to build capacity using the 4 Tools of Cultural Proficiency in their school and district contexts. Participants engage in professional learning focused on developing or refreshing skills that foster presentation and facilitation of culturally proficient leadership practices.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$28,800 are available in the Equity & Access budget.

PREPARED BY: Andrew Scherrer,
Executive Officer

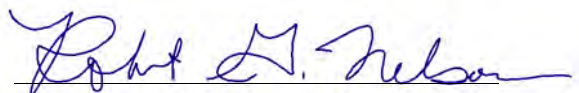
DIVISION: Equity & Access
PHONE NUMBER: (559) 457-3842

CABINET APPROVAL: Lindsay Sanders,
Chief Officer

SUPERINTENDENT APPROVAL:

Lindsay Sanders

Lindsay Sanders (Oct 11, 2021 08:31 PDT)



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Center for Leadership Equity and Research (CLEAR)

5821 East Rancho Drive, Fresno, Ca. 93727

Vendor Name

Address

559-346-8728

Ken Magdaleno

Phone Number

Vendor Contact

From: October 28, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Equity & Access

457-3750

Andrew Scherrer

Site/ Dept

Telephone number

Name

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

030-0852-0679-0000-7200-5899

Annual Cost 28800

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

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

Yes ☐

No ☒

Scope of Work Summary:

The Center for Leadership Equity and Research Service Agreement. Included in this agreement is the Cultural Proficiency Certification Program for 2021/22 which is a 3-phase, 10-day professional learning experience offered by the Center for Culturally Proficient Educational Practice (CCPEP). Currently, the training consists of these phases:

- Phase I (3 days): The Cultural Proficiency Framework: The Four Tools. Participants will understand the 4 Tools of Cultural Proficiency as a response to educational and equity gaps.

- Phase II (3 Days): An Inquiry/Equity Action Plan. Participants, working in school-site or district- based teams identify inequities to examine, to describe and to address in a systemic manner. Members will collect site-based data and analyze how Cultural Proficiency can inform practice. They will use 5 essential elements to turn values into action.

- Phase III (4 Days): Development of Presentation and Facilitation Leadership Skills for Equity and Access. Facilitators use trainer-of-trainer model to prepare participants as Certified Training Associates (CTAs) to build capacity using the 4 Tools of Cultural Proficiency in their school and district contexts. Participants engage in professional learning focused on developing or refreshing skills that foster presentation and facilitation of culturally proficient leadership practices.

As outlined by the Center for Culturally Proficient Educational Practice (CCPEP), this proposal provides for the opportunity for

Date Item is to appear on **Board of Education Agenda:** 10/27/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Lindsay Sanders

Lindsay Sanders (Oct 15, 2021 09:24 PDT)

Signed

Date

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

Signed

Date

Please return signed contract to:

Dawn Psenner

Equity & Access

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0852-0679-0000-7200-5899

District Contact Person: Andrew Scherrer

Budget Manager Approval: _____

Contractor's Vendor Name: Center for Leadership Equity and Research (CLEAR)

Contractor's Contact Person: Ken Magdaleno

Contractor's Title: President/CEO, CLEAR

Contractor's Telephone
Number: 559-346-8728

Contractor's E-mail: p3flores@gmail.com

Contractor's Address: 5821 East Rancho Drive, Fresno, Ca. 93727

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 10/28/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

As outlined by the Center for Culturally Proficient Educational Practice (CCPEP), this proposal provides for the opportunity for FUSD co-facilitators, certified and approved by CCPEP, to deliver the 10-day certification training for the purpose of certifying FUSD certificated and classified staff. This is a valuable opportunity that will serve to strengthen FUSD's commitment to deepening their internal capacity for anchoring diversity, equity, and inclusion as foundational competencies for ensuring systemic change that ensures healthy and effective responses to a diverse student and parent demographic embedded in FUSD policies and practices

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 10/28/21 , 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 28800 per contract, Not to exceed 28800 . Checks will be made payable to Center for Leadership Equity and Research . 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 KRM
- Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
 - Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
 - Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - Supplies 0 As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 28800
 - Other 0
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials KRM District's initials [Signature]
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.
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performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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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 KRM 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:

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

Contractor: Center for Leadership Equity and Research

Name: Ken Magdaleno

Address:

5821 East Rancho Drive,
Fresno, Ca. 93727

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

Center for Leadership Equity and Research

Ken Magdaleno

Ken Magdaleno (Oct 14, 2021 12:43 PDT)

Name: Ken Magdaleno , *Title:* President/CEO, CLEA

10/14/21

Date

Approved As To Form:

Andrew De La Torre

*Andrew De La Torre, Executive Director
Benefits and Risk Management*

10/22/2021

Date

Cultural Proficiency Certification and Related Training Experiences

Proposal for Services

Presented to
Lindsay Sanders
Chief of Equity and Access
Fresno Unified School District

Dr. Ken Magdaleno
Executive Director of the Center for Leadership, Equity, and Research

October 11, 2021

The Center for Leadership Equity and Research in collaboration and partnership with the Center for Culturally Proficient Educational Practice will provide training to develop the capacity of educational leaders within the Fresno Unified School District to apply the Tools of Cultural Proficiency with focused attention on narrowing and closing achievement disparities. We propose a model that develops professional capital within the district to address inequities and builds on the richness of diversity within the school community.

Overall Goals for 2021-22

- To systematize Cultural Proficiency efforts within the district that support student achievement goals aligned with the district's equity plan.
- To expand and deepen leadership practices throughout the school district to build on the inside-out process of personal commitment reflected in educators' values and their school or unit's policies and practices.
- To assist in the training and coaching of FUSD educational leaders in Culturally Proficient systemic educational practices; and,

The purpose of the training is to learn and apply the Tools of Cultural Proficiency and to engage in an educator-led inquiry project that will support all students to achieve at high levels. Participants will probe their personal values, beliefs, and assumptions about the students they

serve and the extent to which assumptions embedded in institutional policies and practices support or limit access and achievement opportunities and outcomes for all students and their respective communities. This cohort would join the equity leadership team and existing certified cohort teams to continue learning together and developing professional capital and capacity to lead continuous growth within their sites and throughout the district.

An expectation facilitators hold is for participating educational leaders is to be “doing their own work.” Professional learning by members of this cohort is a continuance of building a broad foundation of support for equity and access throughout the district that will converge with other district professional learning opportunities.

This 10-day certification program is a co-facilitator model designed to develop the capacity of educators from Fresno Unified School District (FUSD) and their school sites to engage in, foster, assess, and sustain Culturally Proficient Educational Practices in service of all students within Fresno Unified School District.

FUSD agrees to provide co-facilitators certified and approved by the Center for Culturally Proficient Educational Practice (CCPEP) to collaborate with the Senior Associate (consultant) in pre-planning/debriefing for each phase. The consultant will also observe one session of each phase to provide coaching and assistance. This will be pre-arranged with FUSD co-facilitators.

As outlined by the Center for Culturally Proficient Educational Practice (CCPEP), this proposal provides for the opportunity for FUSD co-facilitators, certified and approved by CCPEP, to deliver the 10-day certification training for the purpose of certifying FUSD certificated and classified staff. Additionally, the Senior Associate will:

- Provide coaching to FUSD facilitators for future cohort facilitation/co-facilitation role.
- Provide on-line components for delivery of content and collaboration.
- Provide leadership strategies for facilitating dialogue and reflection.
- Assist in developing intentional links with FUSD's current district Equity Plan and application with SEL, SPP, and LCAP goals.

This is a valuable opportunity that will serve to strengthen FUSD's commitment to deepening their internal capacity for anchoring diversity, equity, and inclusion as foundational competencies for ensuring systemic change that ensures healthy and effective responses to a diverse student and parent demographic embedded in FUSD policies and practices.

Cultural Proficiency Certification Program: 2021-2022 School Year

The Cultural Proficiency Certification Program is a 3-phase, 10-day professional learning experience offered by the Center for Culturally Proficient Educational Practice (CCPEP).

Currently, the training consists of these phases:

- **Phase I (3 days):** The Cultural Proficiency Framework: The Four Tools. Participants will understand the 4 Tools of Cultural Proficiency as a response to educational and equity gaps.
- **Phase II (3 Days):** An Inquiry/Equity Action Plan. Participants, working in school-site or district-based teams identify inequities to examine, to describe and to address in a systemic manner. Members will collect site-based data and analyze how Cultural Proficiency can inform practice. They will use 5 essential elements to turn values into action.
- **Phase III (4 Days):** Development of Presentation and Facilitation Leadership Skills for Equity and Access. Facilitators use trainer-of-trainer model to prepare participants as Certified Training Associates (CTAs) to build capacity using the 4 Tools of Cultural Proficiency in their school and district contexts. Participants engage in professional

learning focused on developing or refreshing skills that foster presentation and facilitation of culturally proficient leadership practices.

- **Caveat.** Important to note is that the certification training is not designed or conducted to train the next generation of equity consultants. Rather, the training is intended for participants to engage selves, colleagues, community members, and students in culturally proficient learning that addresses and impact persistent educational inequities in schools and districts.
- **Schedule.** Dates as scheduled below are to be delivered in-person or an on-line virtual format. Delivery method can be modified according to COVID-19 safety protocols.

Schedule for completing the 3-Phase Certification Training to be delivered in Virtual on-line format. The following dates have been pre-scheduled:

Phase I Tools – (Nov 16 – Dec 11)

- Day 1: Tuesday, November 16, 2021
- Day 2: Wednesday, November 17, 2021
- Day 3: Saturday, December 11, 2021

Phase 2 Inquiry – (Jan 12 – Feb 19)

- Day 1: Tuesday, January 12, 2022
- Day 2: Wednesday, January 13, 2022
- Day 3: Saturday, February 19, 2022

Phase 3 Leadership Facilitation and Presentation – (Apr 6 – May 7)

- Day 1: Friday, April 6, 2022
- Day 2: Saturday, April 7, 2022
- Day 3: Friday, May 6, 2022
- Day 4: Saturday, May 7, 2022

In-Kind Support

FUSD will provide Co-facilitators as approved by CCPEP. Co-facilitators agree to commit to preparing in advance, debrief, and collaborating with the consultant.

FUSD agrees to provide information technology support for the virtual training at locations as designated by the district. FUSD will provide room/location and any associated meals or snacks for participants for in-person training.

FUSD will order the Cultural Proficiency Manual for School Leaders (4th ed.) books, manage any logistics, technology support, maintain and report the tracking/documentation of attendees' completion of training to the consultant.

Certification fees. Upon verification of the participant's completing the 10-days of training, the final list will be submitted to the consultant. The consultant will verify and then forward the final list to CCPEP. CCPEP will then invoice FUSD for certificates based on total names on the list. Certification fee is \$100.00 per certificate. FUSD will forward the final payment directly to the Center for Culturally Proficient Educational Practice (CCPEP). Certificates will have signatures from the Senior Associate/consultant and FUSD co-facilitators. Certificates will be provided in electronic and hard copy formats (as requested).

Proposal includes:

This proposal includes all administrative fees and the Consultant's fee. Consultant fees include planning time, facilitation, and any associated travel costs. Consultant will provide FUSD co-facilitators with presentation materials (as needed) at least 1 week prior to each training event. Materials will be provided to FUSD co-facilitators in digital format.

Consultant is Peter Flores III, Director of Equity for CLEAR.

Consultant is an independent consultant and is not an employee of FUSD.

Total Budget for this proposal is \$28,800.00

Payment Terms

The total cost for training shall be divided in three payments. Each payment shall be due 30 days after each phase and according to the following payment schedule:

Payment one: \$9,600.00 due by January 11, 2021

Payment two: \$9,600.00 due by April 7, 2021

Payment three: \$9,600.00 due by June 16, 2021

Payments shall be made to: The Center for Leadership, Equity and Research (CLEAR) and sent to 5821 East Rancho Drive, Fresno, CA 93727.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with College Board - Advanced Placement

ITEM DESCRIPTION: Included in the Board binders is the College Board Service Agreement. The Advanced Placement Exams will be furnished by College Board in May 2022.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$504,600 are available in the Equity and Access budget.

PREPARED BY: Andrew Scherrer,
Executive Officer

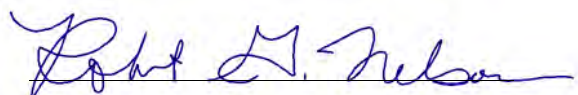
DIVISION: Equity & Access
PHONE NUMBER: (559) 457-3842

CABINET APPROVAL: Lindsay Sanders,
Chief Officer

SUPERINTENDENT APPROVAL:

Lindsay Sanders

[Lindsay Sanders \(Oct 11, 2021 08:31 PDT\)](#)





Fresno Unified
School District
Preparing Career Ready Graduates

Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

College Board	250 Vesey Street, New York, NY 10281	
Vendor Name	Address	
(212) 713-8000	Andy Bride	
Phone Number	Vendor Contact	
From: 10/28/2021	Through: 06/30/2022	
Term (Duration)		
FUSD Contract Administrator:	Equity & Access	559-457-3750
Andrew Scherrer	Site/ Dept	telephone number
Name		
Budget (Fund-Unit-Dept.-Activity-Object)	030-0315-0852-1110-3160-5110	
Annual Cost \$ 504600	(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 ☒

Fingerprints verified & cleared by site admin: _____ (initials)

Scope of Work Summary:

The Advanced Placement® Exams will be furnished by College Board in Spring of 2022 ("2022 AP® Exam"). In connection with College Board's administration of the 2022 AP Exams: i) College Board and Fresno Unified School District (hereinafter "District") will implement this district central billing arrangement for AP Exams and any additional fees incurred; ii) College Board will provide an online participation form ("AP Participation Form") for e-signature to each of District's schools, which authorizes each school to order and administer AP Exams; and iii) College Board will make AP participation and performance data ("AP Online Score Reports") available for District's students enrolled in schools participating under this Agreement.

College Board's standard fee for each 2022 AP Exam is \$96.00 (ninety-six dollars), except for AP Seminar Exams and AP Research Exams. College Board's standard fee for each 2022 AP Seminar Exam and each 2022 AP Research Exam is \$144.00 (one hundred and forty-four dollars) per exam. The exam fee includes a \$9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$34.00 (thirty-four dollars) fee reduction per exam for eligible students with financial need ("College Board AP Exam fee reduction").

Date Item is to appear on Board of Education Agenda:

(Contracts of \$15,000.00 or more) 10/27/2021

Lindsay Sanders

Lindsay Sanders (Oct 11, 2021 09:09 PDT)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Andrew Scherrer

10/15/2021

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Dawn Psenner

Name

Equity & Access

Department

457-3750

Telephone



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00030555**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this September 01, 2021 ("Effective Date"), by and between Fresno Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on May 31, 2022 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT DUE TO COLLEGE BOARD UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify and hold harmless College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.



9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Santino Danisi
Chief Financial Officer
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721-2287
Tel: (559) 457-3000
santino.danisi@fresnounified.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.



9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00030555

FRESNO UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Signature

Santino Danisi
Name

Chief Financial Officer
Title

Date

DocuSigned by:

Trevor Packer

Signature

Trevor Packer
Name

SVP, AP and Instruction
Title

09/09/2021

Date

APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management



ADVANCED PLACEMENT SCHEDULE FOR DISTRICT CENTRAL BILLING

I. SCOPE OF WORK

A. AP Exam Administration.

The Advanced Placement® Exams will be furnished by College Board in Spring of 2022 ("2022 AP® Exam"). In connection with College Board's administration of the 2022 AP Exams: i) College Board and Fresno Unified School District (hereinafter "District") will implement this district central billing arrangement for AP Exams and any additional fees incurred; ii) College Board will provide an online participation form ("AP Participation Form") for e-signature to each of District's schools, which authorizes each school to order and administer AP Exams; and iii) College Board will make AP participation and performance data ("AP Online Score Reports") available for District's students enrolled in schools participating under this Agreement.

B. District Central Billing for AP Exams.

College Board's standard fee for each 2022 AP Exam is \$96.00 (ninety-six dollars), except for AP Seminar Exams and AP Research Exams. College Board's standard fee for each 2022 AP Seminar Exam and each 2022 AP Research Exam is \$144.00 (one hundred and forty-four dollars) per exam. The exam fee includes a \$9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$34.00 (thirty-four dollars) fee reduction per exam for eligible students with financial need ("College Board AP Exam fee reduction").

The District will pay for AP Exams for two categories of students:

1a) For each 2022 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District's schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. The District will pay \$87.00 (eighty-seven dollars) per exam to College Board; and
- ii. The student will pay \$9.00 (nine dollars) per exam to the school, unless the applicable high school will forego its \$9.00 (nine dollars) rebate per exam.

1b) For each 2022 AP Seminar Exam and each 2022 AP Research Exam taken by students who attend District's schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. The District will pay \$135.00 (one hundred and thirty-five dollars) per exam to College Board; and
- ii. The student will pay \$9.00 (nine dollars) per exam to the school, unless the applicable school will forego its \$9.00 (nine dollars) rebate per exam.

2a) For each 2022 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District's schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school's AP coordinator, the following will occur:

- i. College Board will provide a \$34.00 (thirty-four dollars) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and
- iii. The District will pay \$53.00 (fifty-three dollars) per exam to College Board.
- iv. The student will pay \$0.00 (zero dollars) per exam.

2b) For each 2022 AP Seminar Exam and each AP Research Exam taken by students who attend District's schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school's AP coordinator, the following will occur:

- i. College Board will provide a \$34.00 (thirty-four dollars) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and
- iii. The District will pay \$101.00 (one hundred and one dollars) per exam to College Board.



- iv. The student will pay \$0.00 (zero dollars) per exam.

College Board will bill the District centrally based on the number of AP Exams administered in each category.

C. Additional Fees.

College Board will bill the District centrally for the following additional fees, if incurred:

- i. **Late Order Fee:** An additional fee of \$40 per exam (in addition to the base exam fee) will be applied to each exam ordered between November 16, 2021 and March 15, 2022, 11:59 pm ET. This fee will not apply to exams for courses that start after the November 15 final ordering deadline nor for exams for students who transfer to the District.
- ii. **Unused/canceled exam fee:** \$40 per exam for:
 - a. Exams canceled in the AP Registration and Ordering system after November 15, 2021 and by March 15, 2022.
 - b. Exams that aren't taken and are indicated as unused in AP Registration and Ordering before the school's invoice is generated. (Invoices are generated after late testing ends.)
 - c. The original exam fee is removed from the invoice.
- iii. **Late-testing fee:** \$40 per exam (in addition to base exam fee) as applicable for alternate exams for late testing.
- iv. **Late Exam Return:** Twice the exam fee for each exam in shipments received after June 1, 2022.
- v. **AP Score Labels:** \$100 per set
 - a. Labels with students' AP scores can be ordered by schools and used to put on transcripts and other records.
- vi. **Free-Response Booklets:**
 - a. Schools can order their students' free-response booklets for a fee that is based on the number of booklets provided:
 - i. \$60: 1-20 booklets
 - \$120: 21-50 booklets
 - \$180: 51-100 booklets
 - \$300: More than 100 booklets

D. Invoicing.

College Board will bill the District in July 2022 for the 2022 AP Exams and any additional fees incurred. The District shall remit payment to the address on the invoice of the amount indicated within thirty (30) days upon receipt of such invoice.

II. ADVANCED PLACEMENT TERMS AND CONDITIONS

A. Ownership of Intellectual Property. The District acknowledges and agrees that the AP Online Score Reports and the AP Exam, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by College Board, who is the exclusive owner of all rights therein, in and to the AP Exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to the AP Exam to the District except for the license that has been granted.

B. AP Online Score Reports. When accessing the AP Online Score Reports, District shall comply with the terms of use of the online site. District may provide the AP Online Score Reports to the state or federal agency that has funded any of the exams furnished under this Agreement. District is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of College Board.



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company 250 Vesey Street
Address New York, New York
10281 United States

Created 9/13/2021
Date Quote 00000
Number

Prepared Andy Bride
By Phone 213-219-3496
Email abride@collegeboard.org

Contact Mony Ward
Phone 559-457-3696
Email Mony.ward@fresnounified.org

Unofficial Cost Projections for Advanced Placement Exams for 2021-2022 Academic Year

Advanced Placement Exam Fee- Standard Exam	\$87	5800	504,600
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Total	\$504,600
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

BOARD AGENDA A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Addendum to Agreement with Intellias, Inc.

ITEM DESCRIPTION: Included in the Board binders is a request to approve an addendum to the consulting agreement with Intellias Inc. to expedite new hire onboarding. Data flow between new hire forms in Laserfiche and the Lawson Human Resource (HR) system will be automated to eliminate duplicative data entry that currently occurs as part of the process.

FINANCIAL SUMMARY: Sufficient funds of \$33,300 are available in the district's General Fund.


PREPARED BY: David Jansen,
Executive Director

DIVISION: Information Technology
PHONE NUMBER: (559) 457-3868

CABINET APPROVAL: Tami Lundberg, Chief
Technology Officer

SUPERINTENDENT APPROVAL:







Fresno Unified
School District

Preparing Career Ready Graduates

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Intellias Inc.

4215 Bellwood Pkwy, Farmers Ranch TX 75244

Vendor Name
(303) 905-6846

Address
Chandra Herrin

Phone Number

Vendor Contact

From: September 8, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:
Tami Lundberg

Information Technology (559) 457-3868

Name

Site/ Dept

Telephone number

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

030-0188-0886-0000-7707-5635

Annual Cost ~~\$73,260.00~~ ^{\$106,560}

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

Finger-print 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:

Lawson server migration to Windows 2019 for both PMA (Electronic Time Sheets) and Lawson (HR/Payroll).

Design and development of automated delivery of new hire from LaserFiche into Infor/Lawson (Payroll)

Date Item is to appear on Board of Education Agenda:

10/27/2021

09/08/21

Agenda Item #

(Collateral of \$15,000.00 or more)

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

Tami Lundberg
Signed

Date

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

Andrew Chikun
Signed

Date

Please return signed contract to:

Tina Velasquez

Information Technology

(559) 457-3167

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0188-0886-0000-7707-5635

District Contact Person: Tami Lundberg

Budget Manager Approval: *Chandra Herrin*

Contractor's Vendor Name: Intellias Inc.

Contractor's Contact Person: Chandra Herrin

Contractor's Title: Director, Business Development

Contractor's Telephone
Number: (303) 905-6846

Contractor's E-mail: cherrin@intellias.net

Contractor's Address: 4215 Beltwood Pkwy, Farmers Ranch, TX 75244

Contractor's Taxpayer ID# or
SSN#: on file with Purchasing

This Independent Contractor Services Agreement is made and entered into effective 09/08/2021 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Lawson server migration to Windows 2019 for both PMA (Electronic TimeSheets) and Lawson (HR/Payroll)

Design and development of automated delivery of new hire from LaserFiche into Infor/Lawson (Payroll)



PROPOSAL

Infor Lawson v10 Upgrades

Prepared for: Fresno Unified School District



**Fresno Unified
School District**

Prepared by:

Chandra Herrin

Intellias, Inc.

Director, Business Development

303-905-6846

cherrin@intellias.net

3/17/2021



intellias[®]

Introduction

Intellias, Inc. ("Intellias") is pleased to present Fresno Unified School District ("Fresno USD") with the following proposal for Infor Lawson professional services. Fresno USD would like to develop a strategy for their v10 Infor Lawson applications that maintains compliancy and functionality. With several different upgrades available and decommission dates approaching, it's important to have a clear, defined roadmap in place to keep your Infor system running smoothly.

Technology compatibilities and dependencies have been taken into consideration to create a recommended strategy to serve as a guide for Fresno USD. The estimated effort and cost have also been detailed to help with the budgeting of both funds and internal team members to support these initiatives.

The team of experts at Intellias will use our extensive knowledge in Infor Lawson applications and our experience supporting Fresno USD to deliver a system capable of supporting your needs for years to come.

Proposed Scope of Services

Engaging Intellias to support the completion of this series of upgrades will enable Fresno USD to take advantage of newer functionality with the added benefit of maintaining a supported Infor Lawson system. We have partnered with the Fresno USD team on many previous engagements and have a thorough understanding of your processes and configuration. Our consultants are experts in Infor applications and are committed to making recommendations based on both best practices and our understanding of your specific requirements.

In-Scope:

Based on Fresno USD's current environment and the functionality/release levels available, the following installations and upgrades are recommended.

Deliverable	Details
LSF and Lawson Applications Installation -Windows Server 2019 -SQL Server 2019 -LSF Core Technology 10.0.11.X (latest version) -Portal (Lawson For Ming.le) 10.1.X (latest version) -DSP 11.0.X (latest version) -WebSphere 8.5.5.X (latest FP) -AD LDS -IIS Web Server -VisualCOBOL 5 -Bouncy Castle -Amazon Corretto JDK 8 -Perl 5.20 -Implement LDAP Channel Binding -AD FS -Configure SSL Encryption -Lawson Applications -SHR (Employee and Manager Self-Service) -BSI TaxFactory 11	Includes two environments and setup/configuration of (load balanced) DMZ web servers for external EMSS access.

Deliverable	Details
Landmark Installation -Windows Server 2016 -SQL Server 2019 -Landmark 11.0.X (latest version) -WebSphere 8.5.5.X (latest FP) -IIS Web Server -Bouncy Castle -Amazon Corretto JDK 8 -Perl 5.20 -Implement LDAP Channel Binding -AD FS -Configure SSL Encryption -Infor Process Automation	Includes two environments.
Infor OS Installation -Windows Server 2019 -SQL Server 2019 -Infor OS (latest version)	Includes two environments.
AD FS Installation/Configuration -Windows Server 2019 -AD FS WAP (in DMZ) will be required -Setup/configuration of all Relying Party Trusts -Security/system configuration within Infor to support AD FS	Includes two environments.
Project Management	Develop project plan, attend status calls and manage Intellias resources.
Modification Migration Support	As needed support for migrating and retrofitting customizations as required for the server upgrade.
Data Migration	3 total passes (1 in non-prod and 2 in prod). Includes environment and application data.
Go Live Support	As needed support 45 days after go-live.

Considerations/Assumptions

- Assumes an upgrade to the existing Infor OS and AD FS to Server 2019.
- Side-by-side upgrade approach will be used to move the application, database and web servers from Windows Server 2012 R2 to 2016/2019.
 - NOTE: At this time, Landmark is only certified for Server 2016 (all other apps can move to Server 2019).
- Upgrades to the PMA/Time Management server are out of scope.

Project Activities and Pricing

The table below details an estimate of hours for the installation and data migration activities. Intellias will work with Fresno USD to develop an overall communication plan and a timeline for completion of this effort. This effort is to be delivered on a Time & Materials basis; Fresno USD will only be billed for hours used. No travel and expenses are estimated at this time; all work to be completed remotely.

Activity	Est. Hours	Rate	Est. Total Cost
LSF and Lawson Application Installation	100	\$185	\$14,800
Landmark Installation	80	\$185	\$14,800
Infor OS Installation	24	\$185	\$5,920
AD FS Installation/Configuration	48	\$185	\$8,880
Project Management	16	\$185	\$2,960
Modification Migration Support	24	\$185	\$4,440
Data Migration	80	\$185	\$14,800
Go Live Support	24	\$185	\$4,440
Estimated Total	396	-	\$73,260

Intellias consulting services are designed to provide greater efficiency for your team and projects. They also help streamline ongoing processes related to the Infor Lawson suite of products. We look forward to helping Fresno USD improve the functionality of your Infor system.



Work Order No. 4-S
To the Master Services Agreement
Between Fresno United School District ("Customer")
And Intellias Inc. ("Intellias")

THIS WORK ORDER is made as of the Work Order Date by and between Intellias and Customer, as follows:

- (1) **Scope of Work:** Intellias shall perform the following services ("Consulting Services"):
- a. Project Planning & Management
 - b. LSF and Lawson Application Installation
 - c. Landmark Installation
 - d. Infor OS Installation
 - e. AD FS Installation/Configuration
 - f. Modification Migration Support
 - g. Data Migration
 - h. Go Live/Post Go Live Support
- (2) **Deliverables:** The Consulting Services shall include development of the following deliverables ("Deliverables"):

Deliverable	Details
LSF and Lawson Applications Installation <ul style="list-style-type: none">-Windows Server 2019-SQL Server 2019-LSF Core Technology 10.0.11.X (latest version)-Portal (Lawson For Ming.le) 10.1.X (latest version)-DSP 11.0.X (latest version)-WebSphere 8.5.5.X (latest FP)-AD LDS-IIS Web Server-VisualCOBOL 5-Bouncy Castle-Amazon Corretto JDK 8-Perl 5.20-Implement LDAP Channel Binding-AD FS-Configure SSL Encryption-Lawson Applications-SHR (Employee and Manager Self-Service)-BSI TaxFactory 11	Includes two environments and setup/configuration of (load balanced) DMZ web servers for external EMSS access.
Landmark Installation <ul style="list-style-type: none">-Windows Server 2016-SQL Server 2019-Landmark 11.0.X (latest version)-WebSphere 8.5.5.X (latest FP)-IIS Web Server-Bouncy Castle-Amazon Corretto JDK 8	Includes two environments.

Deliverable	Details
<ul style="list-style-type: none"> -Perl 5.20 -Implement LDAP Channel Binding -AD FS -Configure SSL Encryption -Infor Process Automation 	
Infor OS Installation <ul style="list-style-type: none"> -Windows Server 2019 -SQL Server 2019 -Infor OS (latest version) 	Includes two environments.
AD FS Installation/Configuration <ul style="list-style-type: none"> -Windows Server 2019 -AD FS WAP (in DMZ) will be required -Setup/configuration of all Relying Party Trusts -Security/system configuration within Infor to support AD FS 	Includes two environments.
Project Management	Develop project plan, attend status calls and manage Intellias resources.
Modification Migration Support	As needed support for migrating and retrofitting customizations as required for the server upgrade.
Data Migration	3 total passes (1 in non-prod and 2 in prod). Includes environment and application data.
Go Live Support	As needed support 45 days after go-live.

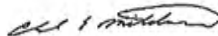
- (3) Customer Responsibilities: Customer shall perform the tasks and provide the following items as a condition precedent to the obligations of Intellias hereunder:
- Data Validation
 - VPN access to Customer Development Infor Lawson environment
 - Access to applicable Business Units
 - Upgrades to PMA Time Management
- (4) Schedule: The estimated schedule for the Consulting Services shall be determined by the Customer in conjunction with Intellias. Work will be performed remotely.
- (5) Master Services Agreement: The Master Services Agreement dated April 29, 2019 is hereby incorporated herein and made a part hereof.
- (6) Work Order Date: The term "Work Order Date" for this Work Order shall mean the date this Work Order is signed by Intellias and Customer (whichever is later).

- (7) Fee: The Services shall be provided on a time and material basis at the following rates. Customer shall pay the Fee as provided under Section 3.04 of the Services Agreement.

Activity	Est. Hours	Rate	Est. Total Cost
LSF and Lawson Application Installation	100	\$185	\$14,800
Landmark Installation	80	\$185	\$14,800
Infor OS Installation	24	\$185	\$5,920
AD FS Installation/Configuration	48	\$185	\$8,880
Project Management	16	\$185	\$2,960
Modification Migration Support	24	\$185	\$4,440
Data Migration	80	\$185	\$14,800
Go Live Support	24	\$185	\$4,440
Estimated Total	396	-	\$73,260

- (8) Approvals: The parties have executed this Work Order on the date(s) indicated below.

Intellias:



Digitally signed by Chad Mitchell
DN: cn=Chad Mitchell,
o=Intellias, ou=President,
email=cmitchell@intellias.net,
c=US
Date: 2021.08.20 08:58:14 -05'00'

By: _____

Print Name: Chad Mitchell

Title: President

Date: 08/20/2021

CUSTOMER: Fresno Unified School District



By: _____

Print Name: Santino Danisi

Title: Chief Financial Officer

Date: Sep 9, 2021

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management

Work Order No. 7-S
To the Master Services Agreement
Between Fresno Unified School District ("Customer")
And Intellias Inc. ("Intellias")

THIS WORK ORDER #7-S is made as of the Work Order Date by and between Intellias and Customer, as follows:

- (1) Scope of Work: Intellias shall perform the following services ("Consulting Services"):
 - a. Design and development of automated delivery of new hire information from LaserFiche into Infor Lawson PA31 and PA52.4
 - b. Testing and deployment support
- (2) Deliverables: The Consulting Services shall include development of the following deliverables ("Deliverables"): Automated process of inputting new hire information
- (3) Customer Responsibilities: Customer shall perform the tasks and provide the following items as a condition precedent to the obligations of Intellias hereunder:
 - a. Data Validation
 - b. VPN access to Customer Development Infor Lawson environment
 - c. Access to applicable Business Units
- (4) Schedule: The anticipated schedule for the Consulting Services shall be November 2021 – April 2022. Exact schedule shall be determined by the Customer in conjunction with Intellias. Work will be performed remotely.
- (5) Master Services Agreement: The Master Services Agreement dated April 29, 2019, is hereby incorporated herein and made a part hereof.
- (6) Work Order Date: The term "Work Order Date" for this Work Order shall mean the date this Work Order is signed by Intellias and Customer (whichever is later).
- (7) Fee: The Services shall be provided on a time and material basis at the following rates. Customer shall pay the Fee as provided under Section 3.04 of the Services Agreement.

Activity	Est. Hours	Rate	Est. Total Cost
Infor / LaserFiche Integration	80	\$185	\$14,800
PA52.4 Integration	100	\$185	\$18,500
Estimated Total	180	-	\$33,300

- (8) Approvals: The parties have executed this Work Order on the date(s) indicated below.

Intellias:



Digitally signed by Chad Mitchell
DN: cn=Chad Mitchell, o=Intellias,
ou, email=cmitchell@intellias.net,
c=US
Date: 2021.10.12 12:08:34 -05'00'

CUSTOMER: Fresno Unified School District

By: _____

Print Name: Chad Mitchell

Title: President

Date: 10/12/2021

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-17

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Amendment to the Agreement with Learning Genie

ITEM DESCRIPTION: Included in the Board binders is an amendment to an agreement with Learning Genie that was approved on June 24, 2020. This amended agreement reflects a change in the scope of work and amount of the contract from \$141,000 to \$175,200.

The Learning Genie software application provides powerful and flexible tools for contactless sign-in and sign-out of children as well as to collect portfolio documentation for the Desired Results Developmental Profile (DRDP) assessment. A requirement of Fresno Unified School District State-Funded preschool programs is that children are signed-in and signed-out of class daily by a parent/guardian. In response to enhanced health and safety precautions due to the COVID-19 pandemic, the Learning Genie contactless sign-in and sign-out tool was piloted at select district preschool program sites during the 2020/21 school year. As a result of the successful pilot year, all Fresno Unified preschool programs will implement the Learning Genie contactless sign-in and sign-out tool. This contract will underwrite the annual cost of \$8,550 for the contactless sign-in and sign-out tool for 2021-2025.

Fresno Unified School District State-Funded preschool programs are required to complete the DRDP twice a year; fall and spring. This contract will underwrite the cost of the application that includes picture and voice to text documentation, assessment rating, and parent engagement that is linked directly to DRDP. The parent engagement piece allows for teachers to send books, videos, and activities to families in their home language achieving the best home to school connection. This contract will underwrite the annual cost of \$28,200 for the DRDP portfolio and parent engagement tool for 2020-2025.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$175,200 are available in the Early Learning budget.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning


DIVISION: Early Learning
PHONE NUMBER: (559) 457-3687

CABINET APPROVAL:

Lindsay Sanders

Lindsay Sanders (Oct 11, 2021 08:38 PDT)

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Learning Genie

Vendor Name

760-230-5214

Phone Number

From: July 1, 2020

Term (Duration)

FUSD Contract Administrator:

Deanna Mathies

Name

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

5868 Owens Avenue, Suite 250, Carlsbad, CA 92028

Address

Monica Castaneda

Vendor Contact

Through: June 30, 2025

Early Learning

457-3687

Site/ Dept

Telephone number

120-9055-0765-001-1000-5800

Annual Cost \$ 175,200.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

This contract is an amendment to a contract with Learning Genie that was approved on June 24, 2020. This amended contract reflects a change in the scope of work and amount of the contract from \$141,000 to \$175,200. The previous contract is attached.

The Learning Genie software application provides powerful and flexible tools for contactless sign-in and sign-out of children as well as to collect portfolio documentation for the Desired Results Developmental Profile (DRDP) assessment. A requirement of Fresno Unified School District (FUSD) State-Funded preschool programs is that children are signed-in and signed-out of class daily by a parent/guardian. In response to enhanced health and safety precautions due to the COVID-19 pandemic, the Learning Genie contactless sign-in and sign-out tool was piloted at select FUSD preschool program sites during the 2020-2021 school year. As a result of the successful pilot year, all FUSD preschool programs will implement the Learning Genie contactless sign-in and sign-out tool. This contract will underwrite the annual cost of \$8,550 for the contactless sign-in and sign-out tool for 2021-2025.

FUSD State-Funded preschool programs are required to complete the DRDP twice a year; Fall and Spring. This contract will underwrite the cost of the application that includes picture and voice to text documentation, assessment rating, and parent engagement that is linked directly to DRDP. The parent engagement piece allows for teachers to send books, videos, and

Date Item is to appear on Board of Education Agenda: 10/27/2021 Agenda Item # (Contracts of \$15,000.00 or more)

Lindsay Sanders

Lindsay Sanders (Oct 11, 2021 09:09 PDT)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Jessica Gutierrez, Early Learning

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Early Learning

School/Department Budget: 120-9055-0765-001-1000-5800

District Contact Person: Deanna Mathies

Budget Manager Approval: _____

Contractor's Vendor Name: Learning Genie

Contractor's Contact Person: Monica Castaneda

Contractor's Title:

Contractor's Telephone
Number: 760-230-5214

Contractor's E-mail: Monica.C@learning-genie.com

Contractor's Address: 5868 Owens Avenue, Suite 250, Carlsbad, CA 92028

Contractor's Taxpayer ID# or
SSN#: 61-1713086

This Independent Contractor Services Agreement is made and entered into effective 07/01/20 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

This contract is an amendment to a contract with Learning Genie that was approved on June 24, 2020. This amended contract reflects a change in the scope of work and amount of the contract from \$141,000 to \$175,200. The previous contract is attached.

The Learning Genie software application provides powerful and flexible tools for contactless sign-in and sign-out of children as well as to collect portfolio documentation for the Desired Results Developmental Profile (DRDP) assessment. A requirement of Fresno Unified School District (FUSD) State-Funded preschool programs is that children are signed-in and signed-out of class daily by a parent/guardian. In response to enhanced health and safety precautions due to the COVID-19 pandemic, the Learning Genie contactless sign-in and sign-out tool was piloted at select FUSD preschool program sites during the 2020-2021 school year. As a result of the successful pilot year, all FUSD preschool programs will implement the Learning Genie contactless sign-in and sign-out tool. This contract will underwrite the annual cost of \$8,550 for the contactless sign-in and sign-out tool for 2021-2025.

FUSD State-Funded preschool programs are required to complete the DRDP twice a year; Fall and Spring. This contract will underwrite the cost of the application that includes picture and voice to text documentation, assessment rating, and parent engagement that is linked directly to DRDP. The parent engagement piece allows for teachers to send books, videos, and activities to families in their home language achieving the best home to school connection. This contract will underwrite the annual cost of \$28,200 for the DRDP portfolio and parent engagement tool for 2020-2025.

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 Click or tap to enter a date. , and shall terminate on Click or tap to enter a date.. 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 \$ 35,040.00 per year , Not to exceed \$ 175,200.00 Checks will be made payable to Learning Genie . 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 JS
 - 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): \$ 175,200.00
 - 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 JS District's initials [Signature]
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 JS District's initials 

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Learning Genie

Name: Monica Castaneda

Address:

5868 Owens Avenue, Suite 250
Carlsbad, CA 92028

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

Learning Genie




CEO

Name: Gene J Shi, Title:

10-06-2021
Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

10/15/2021
Date



Fresno Unified
School District
Preparing Career Ready Graduates

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Learning Genie</u>	<u>5868 Owens Avenue, Suite 250, Carlsbad, CA 92028</u>	
<u>Vendor Name</u>	<u>Address</u>	
<u>760-230-5214</u>	<u>Monica Castaneda</u>	
<u>Phone Number</u>	<u>Vendor Contact</u>	
<u>From: 07/01/2020</u>	<u>Through: 06/30/2025</u>	
<u>Term (Duration)</u>		
<u>FUSD Contract Administrator:</u>		
<u>Deanna Mathies</u>	<u>Early Learning</u>	<u>457-3687</u>
<u>Name</u>	<u>Site/ Dept</u>	<u>telephone number</u>
<u>Budget (Fund-Unit-Dept.-Activity-Object)</u>	<u>120-9055-0765-001-1000-5800</u>	
<u>Annual Cost \$ 141,000.00</u>	<u>(Contract will not be authorized to exceed this amount w/o BOE approval)</u>	

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 ☐

Fingerprints verified & cleared by site admin: _____ (initials)

Scope of Work Summary:

The Learning Genie software application provides powerful and flexible tools to collect portfolio documentation for the Desired Results Developmental Profile (DRDP) assessment. Fresno Unified School District State-Funded Prekindergarten programs are required to complete the DRDP twice a year; Fall and Spring. This contract will underwrite the cost of the application that includes picture and voice to text documentation, assessment rating, and parent engagement that is linked directly to DRDP. The parent engagement piece allows for teachers to send books, videos, and activities, to families in their home language achieving the best home to school connection. The duration of the contract is a five years, cost per year is \$28, 200.00.

Date Item is to appear on Board of Education Agenda:

(Contracts of \$15,000.00 or more) 6/10/2020

Reviewed & approved by Cabinet Level Officer:

Signature

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Selena Rico

Early Learning

457-3643

Name

Department

Telephone

Fresno Unified School District Independent Contractor Services Agreement

Routing sheet must be completed and placed on top of contract agreement

GENERAL INFORMATION

School/Department Budget: 120-9055-0765-001-1000-5800

District Contact Person: Deanna Mathies

Budget Manager Approval: Deanna Mathies

Contractor's Vendor Name: Learning Genie

Contractor's Contact Person: Monica Castaneda

Contractor's Title:

Contractor's Telephone Number: 760-230-5214

Contractor's E-mail: Monica.C@learning-genie.com

Contractor's Address: 5868 Owens Avenue, Suite 250, Carlsbad, CA 92028

Contractor's Taxpayer ID# or SSN#: 61-1713086

This Independent Contractor Services Agreement is made and entered into effective 07/01/2020 (the "Effective Date")
by and between the Fresno Unified School District ("District") and Learning Genie ("Contractor").

1. Contractor Services. Contractor agrees to provide

The Learning Genie software application provides powerful and flexible tools to collect portfolio documentation for the Desired Results Developmental Profile (DRDP) assessment. Fresno Unified School District State-Funded Prekindergarten programs are required to complete the DRDP twice a year; Fall and Spring. This contract will underwrite the cost of the application that includes picture and voice to text documentation, assessment rating, and parent engagement that is linked directly to DRDP. The parent engagement piece allows for teachers to send books, videos, and activities, to families in their home language achieving the best home to school connection. The duration of the contract is a five years, cost per year is \$28,200.00.

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 07/01/2020 , and shall terminate on 06/30/2025 . 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 \$ 28,200.00 per year . 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 *J.S.*
 - 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): \$ 141,100.00
 - 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. Conflict of Interest. Contractor does 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.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon 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.
11. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
12. Insurance. Without limiting Contractor's 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) dollars 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. 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's 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.
13. 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.

14. 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.
15. 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. In particular, 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.
16. 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.
17. 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.
18. 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.
19. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
20. 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.
21. 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: **Learning Genie**

Address:

5868 Owens Avenue, Suite 250, Carlsbad, CA

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

22. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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



Ruth F. Quinto, Deputy Superintendent / CFO

06/24/2020

Date

CONTRACTOR

Learning Genie



04/22/2020

Date

Approved As To Form:



*Andrew De La Torre, Executive Director
Benefits and Risk Management*

5/22/20

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Amended 2019/20 Agreement with WestEd

ITEM DESCRIPTION: Included in the Board binders is an Amended Independent Contractor Services Agreement with WestEd to continue services from the Board Approved 2019/20 contract agreement.

Due to the unexpected effects of COVID-19 in the Spring of 2020, English Learners had to shift the remainder of the planned on-site professional learning to the current year, 2021/22. WestEd will continue to design and facilitate learning experiences for all Fresno Unified School District participants in a virtual environment. Powerful professional learning will require a blended approach that includes participants engaging in synchronous, asynchronous and independent work in order to meet the learning goals established for the project. We believe that continuing to build the capacity of teachers to address the instructional needs of English Learner students will help close achievement gaps.

Deliverable 1: Fresno Unified School District Asynchronous Mini-Professional Learning Modules

- Module 1: Academic discourse/Student talk
- Module 2: Extensive use of visuals

Deliverable 2: Co-development of Onboarding Processes and Accompanying Resources

- Onboarding process and materials for new school
- Support for distance learning
- Professional learning and feedback on facilitation

Deliverable 3: Two-days of Professional Learning

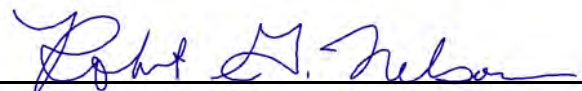
FINANCIAL SUMMARY: Sufficient funds in the amount of \$91,500 are available in the English Learner Services budget.

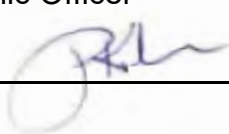
PREPARED BY: Sandra Toscano,
Instructional Superintendent

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

WestEd

730 Harrison St. San Francisco, CA 94107

Vendor Name

Address

415-615-3136

Lauren Wrotniak

Phone Number

Vendor Contact

From: November 1, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Sandra Toscano

English Learner Services

457-3916

Name

Site/ Dept

Telephone number

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

060-3010-1758-4760-1000-5110

Annual Cost \$ 91,500.00

(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:

Continue services from 2019/20 Contract: Develop the expertise of the EL TSAs and language leads to effectively employ lesson planning protocols through the lens of the ELA/ELD Framework.

Date Item is to appear on **Board of Education Agenda:** 10/27/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Kim Mecum

10/13/2021

Signed

Date

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

Andrew L. Tane

10/13/2021

Signed

Date

Please return signed contract to:

Lisa Vidal

English Learner Services

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION English Learner Services

School/Department Budget: 060-3010-1758-4760-1000-5110

District Contact Person: Sandra Toscano

Budget Manager Approval: Sandra Toscano

Contractor's Vendor Name: WestEd

Contractor's Contact Person: Lauren Wrotniak

Contractor's Title: Interim Dir. of Contracts & Grants

Contractor's Telephone Number: 415-615-3136

Contractor's E-mail: contracts@wested.org

Contractor's Address: 730 Harrison St. San Francisco, CA 94107

Contractor's Taxpayer ID# or SSN#: 94-3233542

This Independent Contractor Services Agreement is made and entered into effective 11/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Due to the unexpected and widespread effects of the COVID-19 pandemic in the spring of 2020, WestEd has responded to state agencies, districts and schools to appropriately meet the needs of educators and fulfill all contractual obligations. Ensuring quality professional learning and technical assistance continues in the safest way possible has led to a shift from face-to-face environments to virtual ones. WestEd has partnered with Fresno Unified School District (FUSD) leadership to plan how to shift the remainder of the planned onsite professional learning for the 2019-2020 school year to a combination of asynchronous and synchronous professional learning sessions that will allow FUSD educators to continue their learning journey about how to support English learner students in all classrooms throughout the district. Continue services from 2019/20 Contract. (2019/20 contract language below)

Elementary: WestEd will provide onsite coaching support to the EL TSAs to extend their capacity to deepen the implementation of the keystone pedagogical practices that have been introduced through the LwL model. The keystone pedagogies address the needs of culturally and linguistically diverse learners, with an emphasis on EL students and are illustrative examples of the CA ELA/ELD Framework in action. In addition, a select TSA and site Language Team members will also receive virtual guidance throughout the year.

Secondary: To continue to strengthen implementation at the secondary level, WestEd will partner with EL TSAs, language lead teachers and administrators to coherently support identified needs and deepen understanding of the CA ELA/ELD Framework in the following ways:

1. Continue to develop the expertise of the EL TSAs and language leads to effectively employ lesson planning protocols through the lens of the ELA/ELD Framework, through onsite professional learning, and collaborative planning support;
2. Provide administrative support to create a strong feedback cycle between administrators and staff regarding implementation visible in classroom practice;
3. Enhance implementation of the Teaching and Learning Cycle and the keystone pedagogies in classrooms at the lab schools;
4. Deliver timely consulting support to address questions and concerns as needed.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 11/01/21, 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 \$ 91,500.00 per contract, not to exceed \$ 91,500.00. Checks will be made payable to WestEd. 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 ev
- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
 - c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 91,500.00
 - f. Other \$ 0.00
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials ev District's initials [Signature]
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 RV

District's initials 

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

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

Contractor: WestEd

Name: Lauren Wrotniak

Address:

Attn: Contracts Department
730 Harrison Street
San Francisco, CA 94107

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

WestEd

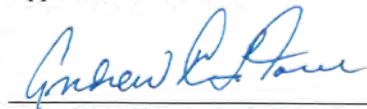


Rajwant Virk, Contracts & Grants Manager II

Oct 7, 2021

Date

Approved As To Form:



*Andrew De La Torre, Executive Director
Benefits and Risk Management*

10/13/2021
Date

Amendment for Fresno Unified School District 2019-2020

Due to the unexpected and widespread effects of the COVID-19 pandemic in the spring of 2020, WestEd has responded to state agencies, districts and schools to appropriately meet the needs of educators and fulfill all contractual obligations. Ensuring quality professional learning and technical assistance continues in the safest way possible has led to a shift from face-to-face environments to virtual ones. WestEd has partnered with Fresno Unified School District (FUSD) leadership to plan how to shift the remainder of the planned onsite professional learning for the 2019-2020 school year to a combination of asynchronous and synchronous professional learning sessions that will allow FUSD educators to continue their learning journey about how to support English learner students in all classrooms throughout the district.

During this unprecedented time, teachers and leaders have been called upon to make rapid instructional shifts to support students through distal learning experiences. WestEd is critically aware that these shifts have the potential to further exacerbate inequities for English learner students, who often do not have access to the same digital and language resources as their peers and are at risk for falling further behind academically. We believe that continuing to build the capacity of teachers to address the instructional needs of English learner students will help close achievement gaps when students do return safely to traditional school settings.

WestEd will continue to design and facilitate learning experiences for all FUSD participants in a virtual environment. Powerful professional learning in a distal setting will require a blended approach that includes participants engaging in synchronous, asynchronous and independent work in order to meet the learning goals established for the project. There will not always be a one-to-one correspondence between originally planned face-to-face professional learning hours and synchronous virtual learning hours, but the design of the overall learning experiences will ensure the goals of the learning sessions are met with increased capacity and knowledge of participants.

The following table outlines the agreed-upon shifts in service delivery WestEd will make to support Fresno USD and provide virtual professional learning experiences for FUSD staff for the remainder of the 2019-2020 school year.

Secondary Onsite Support		
Original Scope of Work	Time Remaining on Contract April-June 2020	Shift due to COVID-19
<p><u>Theme:</u> Content Development/Teacher Language Teams</p> <p><u>Participants:</u> Teacher Language Teams</p> <p><u>Time in Contract:</u> 3 sessions + 3 planning days x 2 WestEd facilitators = 12 onsite days</p> <p><u>Time used August 2019-March 2020:</u> 10 onsite days</p>	2 onsite days	<p><u>Theme:</u> Professional learning for EL TSAs on supporting Newcomer Students</p> <p><u>Participants:</u> EL TSAs</p> <p><u>Time:</u> A 2-day learning experience, with a combination of asynchronous and synchronous learning, will be provided for EL TSAs.</p> <p>Each learning experience will include a 2-hour synchronous session for EL TSAs to learn new content, process new content, collaborate with peers, and engage in follow-up application tasks to deepen understanding and apply the learning.</p> <p><u>Due: May 30, 2020</u></p>
<p><u>Theme:</u> Coaching</p> <p><u>Participants:</u> ELS Manager, principals</p> <p><u>Time:</u> 3 days + 3 planning days x 1 WestEd facilitators = 6 days</p> <p><u>Time used August 2019-March 2020:</u> 4 onsite days</p>	2 onsite days	<u>No-cost Extension of Contract</u>

<p><u>Theme:</u> Buyback day development</p> <p><u>Participants:</u> EL TSAs, site language teams and teachers</p> <p><u>Time:</u> 3 buyback days + 3 planning days x 2 WestEd facilitators = 12 onsite days</p> <p>Time used August 2019-March 2020: <i>4 onsite days</i></p>	<p>8 onsite days</p>	<p><u>Theme:</u> Professional learning for EL TSAs</p> <p><u>Participants:</u> EL TSAs</p> <p><u>Time:</u></p> <ul style="list-style-type: none"> • 4 days of support and development of asynchronous mini professional learning modules. • 2 days of co-development of an onboarding processes and accompanying resources for a new lab-school (Wawona Elementary). • 2 days of professional learning (TBD) – No-cost Extension <p><u>Deliverable 1: FUSD Asynchronous Mini-PL Modules</u></p> <ul style="list-style-type: none"> • Module 1: Academic discourse/Student talk • Module 2: Extensive use of visuals <p>Due: June 30, 2020</p> <p><u>Deliverable 2: Co-development of Onboarding Processes and Accompanying Resources</u></p> <ul style="list-style-type: none"> • Onboarding process and materials for new school. • Support for distance learning. • Professional learning and feedback on facilitation <p>Due: June 30, 2020</p> <p><u>Deliverable 3: 2-days of Professional Learning</u></p> <p>Due: TBD – No-cost Extension</p>
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<p><u>Theme:</u> Professional learning for EL TSAs</p> <p><u>Participants:</u> EL TSAs</p> <p><u>Time:</u> 4 days x 2 WestEd facilitators (1 session each for math, science/HSS, blending learning/tech use, ELA)= 8 onsite days</p> <p><u>Time used August 2019-March 2020:</u> 5 onsite days</p>	3 onsite days	<p><u>Theme:</u> Hmong support</p> <p><u>Participants:</u> Up to 15 Hmong Coaches and Hmong Teachers</p> <p><u>Time:</u> A 3-day learning experience, with a combination of asynchronous and synchronous learning, will be provided for Hmong coaches and teachers.</p> <p>Each learning experience will include a 90-minute synchronous session for Hmong coaches and teachers to learn new content, process new content, collaborate with peers, and engage in follow-up application tasks to deepen understanding and apply the learning.</p> <p><u>Due: June 12, 2020</u></p>
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Virtual Support		
Original Scope of Work	Time Remaining on Contract	Shift due to COVID-19
<p><u>Theme:</u> Site-based Professional Learning</p> <p><u>Participants:</u> EL TSAs and site language teams</p> <p><u>Time:</u> 32 hours of virtual support</p>	16 hours of virtual support	<p><u>No-cost Extension of Contract</u></p> <p><u>Theme:</u> Reclassification of ELs</p>
<p><u>Theme:</u> Development of ELP progress monitoring tool</p> <p><u>Participants:</u> ELS Manager, select TSAs</p> <p><u>Time:</u> 32 hours of virtual support</p>	32 hours of virtual support	<u>No-cost Extension of Contract</u>

Elementary Support		
Original Scope of Work	Time Remaining on Contract April-June 2020	Shift due to COVID-19
<u>Theme:</u> Coaching <u>Participants: EL TSAs</u> <u>Time:</u> 4 onsite days <u>Time used August 2019-March 2020:</u> <i>2 onsite days</i>	2 onsite days	<u>Deliverable 1:</u> 1 day of virtual support to co-develop an EL resource guide for parents to support engaging in the 4 domains during distance learning. <u>Due: June 5, 2020</u>
		<u>Deliverable 2:</u> 1 day of onboarding support including one-on-one coaching for a new EL TSA including asynchronous and synchronous learning support. <u>Due: June 5, 2020</u>

Costs for the Amended Services

The shifts outlined above will result in no additional cost to the current contract, which includes all related WestEd staff and services.

We appreciate the confidence you have in our organization and look forward to continuing our partnership with Fresno Unified School District this year and beyond. If you have questions, please do not hesitate to contact us.

Sincerely,



Annette Gregg
 Interim Director EL Services, WestEd
agregg@wested.org
 510.326.2342

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-19

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Renewal Agreement with Physmetrics, LLC

ITEM DESCRIPTION: Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees.

Chiropractic services were first implemented with Physmetrics beginning in February 2009. Acupuncture services were added to the program in May 2014. Both Anthem PPO and Kaiser members are covered by the chiropractic benefit plan. As Kaiser members receive an acupuncture benefit through their medical plan, only Anthem PPO members are covered by the Physmetrics acupuncture plan.

Physmetrics provides a network of contracted providers, negotiates discounts with providers, reports utilization data, and provides cost containment services to the plan in the form of verifying medical necessity.

The renewal agreement provides for services effective January 01, 2022 through December 31, 2022. The cost of services during this renewal period will remain unchanged from current pricing for the duration of the agreement term. The administrative fee for chiropractic services is \$0.95 per eligible plan employee per month and for acupuncture services is \$0.29 per eligible plan employee per month. The total annual cost of services for all enrolled members is approximately \$800,000.

These services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high quality health care to active employees and retirees.

FINANCIAL SUMMARY: Annual estimated cost of \$800,000 is available in the Internal Service Health Fund.

PREPARED BY: Andrew De Le Torre
Executive Director

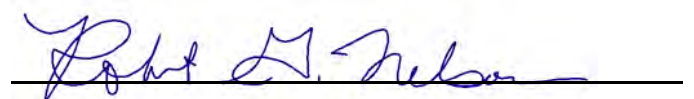


DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Physmetrics, LLC

Vendor Name

Phone Number

From: January 1, 2022

Term (Duration)

FUSD Contract Administrator:

Andrew DeLaTorre

Name

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

Annual Cost \$ 800,000.00

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

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

Yes ☐

No ☒

Scope of Work Summary:

Physmetrics to administer chiropractic and acupuncture services on behalf of benefits eligible employees and retirees.

PO BOX 25220 Fresno, CA 93729

Address

Jeremy Oswald

Vendor Contact

Through: December 31, 2022

Benefits & Risk Management

457-3562

Site/ Dept

Telephone number

670-0841-0880-0000-6000-5852

Date Item is to appear on **Board of Education Agenda:**

10/27/2021

Agenda Item #

(Contracts of \$15,000.00 or more)

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

[Signature]
Signed

10/06/2021

Date

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

[Signature]
Signed

Date

Please return signed contract to:

Mai Moua

Name

Benefits & Risk Management

457-3562

Department

FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2022 (the “Effective Date”), by and between PHYSMETRICS, LLC, a California limited liability company, dba ChiroMetrics Administrators (“PHYSMETRICS”), and FRESNO UNIFIED SCHOOL DISTRICT (the “Group”). PHYSMETRICS and Group are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party.”

BACKGROUND

- A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2021 (the “Management Services Agreement”).
- B. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current rates and provisions through 2022, in accordance with Section 5.3 of the Agreement.

AGREEMENT

Fresno Unified School District, through Delta Health Systems, will pay to PhysMetrics a premium for each eligible enrollee as follows:

Chiropractic Services for employees enrolled in the PPO medical plans and Kaiser HMO - Management – Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing:
\$0.95 Per Employee Per Month (PEPM)

Acupuncture Services for employees enrolled in the PPO medical plans – Management – Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing:
\$0.29 Per Employee Per Month (PEPM)

Provided that PHYSMETRICS continues to provide Management Services for both the chiropractic and acupuncture benefits of Group, this management fee premium shall remain in effect until December 31, 2022, commencing on the Effective Date.

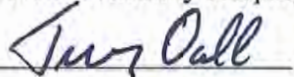
“PHYSMETRICS”

“Group”

PHYSMETRICS, LLC,
California limited liability company

FRESNO UNIFIED SCHOOL DISTRICT a

By:



By:

Santino Danisi

Its:

President

Its:

Chief Financial Officer

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-20

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is a list of 11 piggyback contracts for use during 2021/22 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for purchases related to technology, HVAC, modular buildings, paper goods, and performing arts supplies.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense and provide favorable pricing. Approval does not commit the district to purchases or require that any specific contract be utilized. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract are indicated on the backup material; funding will be determined on a project-by-project basis.

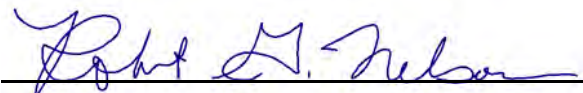
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





PIGGYBACK BACKUP SUPPLEMENTAL LIST
OCTOBER 27, 2021 BOARD MEETING

Piggyback Contract		Supplier	Estimated Annual \$
1.	OMNIA Partners Region 4 Education Service Center Contract R170501 Security System Materials and Supplies	Anixter, Inc. Phoenix, AZ	\$500,000
2.	National Joint Powers Alliance (NJPA) Contract 030817-CAR HVAC Systems, Installation and Service with Related Products and Supplies	Carrier Corporation Charlotte, NC	\$1,000,000
3.	OMNIA Partners Region 4 Education Service Center Contract R210401 Technology Solutions, Products and Services	CDW Government, LLC Vernon Hills, IL	\$2,000,000
4.	OMNIA Partners Region 4 Education Service Center Contract R200401 HVAC Equipment, Installation, Services & Related Products	Daikin Applied Americas, Inc. Minneapolis, MN	\$1,000,000
5.	OMNIA Partners University of California Contract 2021002889 General Lab Supplies and Distribution Services	Fisher Scientific, LLC Pittsburg, PA	\$300,000
6.	OMNIA Partners Region 4 Education Service Center Contract R200402 HVAC Equipment, Installation, Services & Related Products	Johnson Controls, Inc. Milwaukee, WI	\$1,000,000
7.	Monson- Sultana Joint Union Elementary Cooperative Bid and Deferred Purchase Agreement Modular Buildings	JTS Monular, Inc. Bakersfield, CA	\$1,000,000
8.	Corona-Norco Unified School District Contract: 2018-19-033 Purchase paper goods & packaging supplies	P&R Paper Supply Co., Inc. Redlands, CA	\$650,000

PIGGYBACK BACKUP SUPPLEMENTAL LIST
OCTOBER 27, 2021 BOARD MEETING

Piggyback Contract		Supplier	Estimated Annual \$
9.	Central Valley Buying Group Washington Unified School District Contract: N/ A Purchase paper goods & packing supplies; canned and dry food items	Sysco Central California Modesto, CA	\$350,000
10.	OMNIA Partners Region 4 ESC – TX Contract R191204 Performing Arts Apparel, Instruments, Furnishings, Storage and Related Services	Wenger Corporation Owatonna, MN	\$200,000
11.	OMNIA Partners Region 4 Education Service Center Contract R210503 Modular Buildings, Portable Storage and Relocatable Walkways	Williams Scotsman, Inc. Fresno, CA	\$1,000,000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-21

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Memorandums of Understanding with Partner Organizations Involved in the Equity-Centered Pipeline Initiative

ITEM DESCRIPTION: Approval is requested for the agreements with the partners involved in The Wallace Foundation grant to allow for the distribution of funds.

Fresno Unified was selected to participate in The Wallace Foundation sponsored Equity Centered Pipeline Initiative. The initiative is a five-year endeavor that supports eight large, high-needs districts to build evidence-based principal pipelines with the goal of developing principals who can advance each district's own vision of equity. The grant supports collaboration with internal stakeholders and external partners to review existing programs, consider research-based actions, and develop a pipeline that is aligned with the district's strategic plan, policies, and practices.

The proposal was approved at the April 07, 2021 Board of Education meeting, and the grant was publicly announced on September 29, 2021 following a competitive review and district visitation process. The grant agreement requires that Fresno Unified serve as the fiscal agent for awards to the district, university partners, and the state agency supporting the efforts. The full award will total \$8.2 million over five years.

Year one funding is \$1.79 million:

- \$700,000 to Fresno Unified
- \$470,000 to San Diego State University
- \$470,000 to National University
- \$150,000 to the California Department of Education/Commission on Teacher Credentialing


FINANCIAL SUMMARY: The award amount for the district is \$700,000 in year one and approximately four million over five years. The individual partner awards will be distributed and monitored by Fresno Unified as the fiscal agent for the grant.

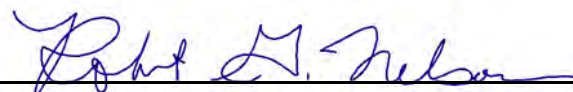
PREPARED BY: Julie Severns,
Administrator

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





**PARTNER AGREEMENT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT AND
SAN DIEGO STATE UNIVERSITY FOUNDATION
FOR THE ADMINISTRATION OF THE WALLACE FOUNDATION GRANT
FOR THE EQUITY-CENTERED PIPELINE INITIATIVE**

This Agreement is made and entered into as of September 1, 2021, by and between the Fresno Unified School District ("District") and the San Diego State University Foundation ("SDSUF"), as to the following:

WHEREAS, in or about April 2021 the District submitted a proposal to The Wallace Foundation ("Wallace") for the Equity-Centered Pipeline Initiative to focus on creating a fully developed principal pipeline based on a common understanding of equity so that every school is led by a well-prepared principal (the Proposal); and

WHEREAS, the Proposal was supported by the District's partners: San Diego State University – College of Education, National University, California Department of Education, and the California Commission on Teacher Credentialing; and

WHEREAS, on or about August 24, 2021 the District received a letter from Wallace stating that the District had been approved for a \$1,790,000 grant ("Grant") to fund the work set out in the Proposal; and

WHEREAS, the District desires, in part, to facilitate the administration of the Grant and to act as the Fiscal Agent, in accordance with the Grant Agreement between the District and Wallace, including the General Terms and Conditions of the Grant, the Scope of Work, and Grant budget, all of which are included as Exhibit "A," incorporated herein by this reference ("Grant Agreement"); and

WHEREAS, SDSUF will coordinate with the San Diego State University Educational Leadership program as a "co-partner" for the administration of the Partner Agreement and for the performance of work contemplated by the Partner Agreement; and

WHEREAS, SDSUF desires to cooperate with the District, to participate in the administration of the Grant, and to fulfill the purposes and goals of the Grant by and through the terms and conditions of this Partner Agreement.

NOW, THEREFORE, for mutual valuable consideration as set forth herein, the parties to this Agreement do hereby mutually covenant and agree, and hereby resolve, as follows:

1. The foregoing recitals are accepted and approved by the parties.
2. The District and SDSUF (and its co-partner) shall work in concert to abide by and carry out the purpose and intent of the Grant, as articulated in the Proposal, the Grant Agreement, and this Partner Agreement. Upon execution/approval of this Partner Agreement, the District will distribute to SDSUF the amount of \$470,000 per the Budget Summary-Year One and anticipates that the same amount will be distributed for Year Two, subject however to issuance of the second year grant award by Wallace.
3. The Partner Agreement shall be effective from the date first set forth above through August 31, 2022 (the initial "Grant Term"), and shall automatically renew on an annual basis for subsequent Grant Terms as additional grant funds are paid to the District to administer each year's Scope of Work, Budget and Work Plan for a total term of no more than five (5) years.
4. The District may terminate this Partner Agreement in the event Wallace terminates the grant funding, or SDSUF or its co-partner fail to comply with the material terms and conditions of the

Partner Agreement. The District shall give SDSUF written notice of no less than thirty (30) days in advance of the termination.

5. Each party, at its sole cost and expense, shall procure and maintain such policies of general liability, workers compensation, and other insurance as necessary to insure its employees, agents and affiliates against any claim or claims for damages arising by reason of property damage, personal injuries or death occasioned directly or indirectly in connection with the respective party's performance of activities contemplated by this Partner Agreement, or any amendment hereof.

6. SDSUF shall indemnify, hold harmless and defend the District, its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort including but not limited to personal injury, death at any time and property damage) incurred by District, SDSUF or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of SDSUF, its employees, agents, volunteers or invitees in the performance of this Agreement.

7. District shall indemnify, hold harmless and defend SDSUF, San Diego State University, the Trustees of the California State University, the State of California, , employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by SDSUF, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of District or any of its officers, officials, employees, agents, contractors, or volunteers in the performance of this Agreement, provided nothing herein shall constitute a waiver by District of any immunities including California Government Code section 810 *et seq.*

8. In the event of concurrent negligence on the part of SDSUF or any of its employees, agents, and volunteers, employees, or invitees, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

9. Each party shall maintain ownership of its respective records and administer any confidential records in accordance with applicable law. Each party shall maintain on file for a period extending to at least three (3) years after the expiration of the Partner Agreement all records generated in support of the party's performance under the Partner Agreement and will make such records available for audit on request of the District.

10. In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Partner Agreement, all parties shall first attempt in good faith to resolve the dispute mutually between themselves through discussions for at least five (5) business days.

11. As set forth in the Grant Agreement (Exhibit "A"), which is incorporated herein by reference, Wallace expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

12. **GENERAL PROVISIONS**

- 12.1 **Entire Agreement Modification.** This agreement sets forth the entire Partner Agreement of the parties with respect to the subject hereof and supersedes any prior Agreement, oral or written, and all other communication between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written instrument.
- 12.2 **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions hereof.
- 12.3 **Severability.** In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms, disregarding such unenforceable or invalid provision.
- 12.4 **Controlling Document.** In the event of any conflict between the Partner Agreement and any other existing agreement between any or all of the parties herein, this Partner Agreement together with Exhibit "A" to this Partner Agreement, shall control.
- 12.5 **Governing Law.** The parties shall comply with all codes, ordinances, rules, regulations, and requirements of all municipal, state, and federal authorities now in force or which may hereinafter be in force pertaining to the performance of their respective activities contemplated by this Partner Agreement. The parties agree that in the event new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable terms to conform this Agreement to such new requirements, including any substantive changes in federal, state, or local programs. Unless prohibited by law, claims shall be subject to California law.
- 12.6 **Assignment.** The parties shall not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without prior written consent of other party.
- 12.7 **Independent Entities.** Each party shall not be subject to any policies or procedures of the other party, except as expressly provided herein.
- 12.7 **Order of Precedence.** The following order of precedence shall apply.
1. Fully executed Fresno USD Partner Agreement and Amendments.
2. Wallace Foundation Grant Agreement # 202110180

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Fresno Unified School District

San Diego State University Foundation

By: _____
Robert G. Nelson, Ed.D.
Superintendent

Sandra M.
By: **Nordahl, CRA**
Sandra M. Nordahl, CRA
Director, SR Contracting and Compliance

Digitally signed by Sandra M. Nordahl, CRA
Date: 2021.10.20 13:50:40 -07'00'

Approved as to Form



Date: 10/20/2021



**SAN DIEGO STATE
UNIVERSITY**
Research Foundation

October 14, 2021

Dr. Julie Severns, Leadership Development
Fresno Unified School District
Via Email: Julie.Severns@fresnounified.org

RE: Agreement for Partner Agreement for Dr. Douglas Fisher (SDSURF S26560 D9035-01)

In accordance with 2 CFR Part 200.510(b) the San Diego State University Research Foundation is required to identify the Catalog of Federal Domestic Assistance (CFDA) or Federal Catalog number related to the agreement referenced above. In order to meet this standard, SDSURF must have documentation on file for our auditors. Please provide the following information:

- ☒ This agreement **does not** include federal funds.
☐ This agreement includes federal funds. ☐ This agreement includes COVID-19 federal funds.

Federal Agency(ies) Providing Funds: _____

Prime Award Number(s): _____

FAIN(s): _____

Percentage of Funding by Prime Award Number(s): _____

Catalog of Federal Domestic Assistance (CFDA) Number: _____

Catalog of Federal Domestic Assistance (CFDA) Title: _____

Award Issue Date(s): _____

Total Federal Award Amount(s): _____

Indirect Cost Rate(s): _____

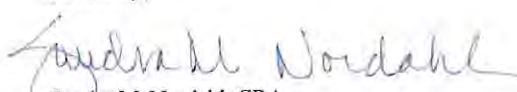
Please sign and return this letter via email (sdsurfawards@sdsu.edu) or at:

SDSU Research Foundation
Sponsored Research Contracting & Compliance
5250 Campanile Drive
San Diego, CA 92182

If you have any questions or need further information, please contact me at snordahl@sdsu.edu.

Thank you for your assistance.

Sincerely,


Sandra M. Nordahl, CRA
Director, SR Contracting and Compliance

Sponsor Signature:



**PARTNER AGREEMENT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT AND NATIONAL UNIVERSITY
FOR THE ADMINISTRATION OF THE WALLACE FOUNDATION GRANT
FOR THE EQUITY-CENTERED PIPELINE INITIATIVE**

This Agreement is made and entered into as of September 1, 2021, by and between the Fresno Unified School District ("District") and National University, as to the following:

WHEREAS, in or about April 2021 the District submitted a proposal to The Wallace Foundation ("Wallace") for the Equity-Centered Pipeline Initiative to focus on creating a fully developed principal pipeline based on a common understanding of equity so that every school is led by a well-prepared principal (the Proposal); and

WHEREAS, the Proposal was supported by the District's partners: San Diego State University – College of Education, National University, California Department of Education, and the California Commission on Teacher Credentialing; and

WHEREAS, on or about August 24, 2021 the District received a letter from Wallace stating that the District had been approved for a \$1,790,000 grant ("Grant") to fund the work set out in the Proposal; and

WHEREAS, the District desires, in part, to facilitate the administration of the Grant and to act as the Fiscal Agent, in accordance with the Grant Agreement between the District and Wallace, including the General Terms and Conditions of the Grant, the Scope of Work, and Grant budget, all of which are included as **Exhibit "A"** incorporated herein by this reference ("Grant Agreement"); and

WHEREAS, National University desires to cooperate with the District, to participate in the administration of the Grant, and to fulfill the purposes and goals of the Grant by and through the terms and conditions of this Partner Agreement.

NOW, THEREFORE, for mutual valuable consideration as set forth herein, the parties to this Agreement do hereby mutually covenant and agree, and hereby resolve, as follows:

1. The foregoing recitals are accepted and approved by the parties.
2. The District and National University shall work in concert to abide by and carry out the purpose and intent of the Grant, as articulated in the Proposal, the Grant Agreement, and this Partner Agreement. The District will distribute to National University the amount of \$470,000 per the Budget Summary-Year One (**Exhibit "B"**).
3. The Partner Agreement shall be effective from the date first set forth above through August 31, 2022 (the initial "Grant Term"), and shall automatically renew on an annual basis for subsequent Grant Terms as additional grant funds are paid to the District to administer each year's Scope of Work, Budget and Work Plan for a total term of no more than five (5) years.
4. The District may terminate this Partner Agreement in the event Wallace terminates the grant funding, or National University fails to comply with the material terms and conditions of the Partner Agreement. The District shall give National University written notice of no less than thirty (30) days in advance of the termination.
5. Each party, at its sole cost and expense, shall procure and maintain such policies of general liability, workers compensation, and other insurance as necessary to insure its employees, agents and affiliates against any claim or claims for damages arising by reason of property damage, personal injuries or death

occasioned directly or indirectly in connection with the respective party's performance of activities contemplated by this Partner Agreement, or any amendment hereof.

6. National University shall indemnify, hold harmless and defend District, its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort including but not limited to personal injury, death at any time and property damage) incurred by District, National University or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of National University, its employees, agents, volunteers or invitees in the performance of this Agreement.

7. District shall indemnify, hold harmless and defend National University, its governing body, members of its governing body, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by National University, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of District or any of its officers, officials, employees, agents, contractors, or volunteers in the performance of this Agreement, provided nothing herein shall constitute a waiver by the District of any immunities including California Government Code section 810 *et seq.*

8. In the event of concurrent negligence on the part of National University or any of its employees, agents, and volunteers, employees, or invitees, and the District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

9. Each party shall maintain ownership of its respective records and administer any confidential records in accordance with applicable law. Each party shall maintain on file for a period extending to at least three (3) years after the expiration of the Partner Agreement all records generated in support of the party's performance under the Partner Agreement and will make such records available for audit on request of the District.

10. In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Partner Agreement, all parties shall first attempt in good faith to resolve the dispute mutually between themselves through discussions for at least five (5) business days.

11. Wallace expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

12. GENERAL PROVISIONS

12.1 Entire Agreement Modification. This agreement sets forth the entire Partner Agreement of the parties with respect to the subject hereof and supersedes any prior Agreement, oral or written, and all other communication between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written instrument.

- 12.2 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions hereof.
- 12.3 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms, disregarding such unenforceable or invalid provision.
- 12.4 Controlling Document. In the event of any conflict between the Partner Agreement and any other existing agreement between any or all of the parties herein, this Partner Agreement together with Exhibit "A" to this Partner Agreement, shall control.
- 12.5 Governing Law. The parties shall comply with all codes, ordinances, rules, regulations, and requirements of all municipal, state, and federal authorities now in force or which may hereinafter be in force pertaining to the performance of their respective activities contemplated by this Partner Agreement. The parties agree that in the event new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable terms to conform this Agreement to such new requirements, including any substantive changes in federal, state, or local programs. Unless prohibited by law, claims shall be subject to California law and all actions shall be adjudicated in Fresno County, California.
- 12.6 Assignment. The parties shall not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without prior written consent of other party.
- 12.7 Independent Entities. Each party shall not be subject to any policies or procedures of the other party, except as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

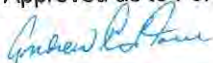
Fresno Unified School District

National University

By: _____
Robert G. Nelson, Ed.D.
Superintendent

By: _____
Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

Approved as to Form



Date: 10/22/2021

**PARTNER AGREEMENT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT AND CALIFORNIA COMMISSION ON TEACHER
CREDENTIALING
FOR THE ADMINISTRATION OF THE WALLACE FOUNDATION GRANT
FOR THE EQUITY-CENTERED PIPELINE INITIATIVE**

This Agreement is made and entered into as of September 1, 2021, by and between the Fresno Unified School District ("District") and the California Commission on Teacher Credentialing ("CCTC"), as to the following:

WHEREAS, in or about April 2021 the District submitted a proposal to The Wallace Foundation ("Wallace") for the Equity-Centered Pipeline Initiative to focus on creating a fully developed principal pipeline based on a common understanding of equity so that every school is led by a well-prepared principal (the Proposal); and

WHEREAS, the Proposal was supported by the District's partners: San Diego State University – College of Education, National University, California Department of Education, and the California Commission on Teacher Credentialing; and

WHEREAS, on or about August 24, 2021 the District received a letter from Wallace stating that the District had been approved for a \$1,790,000 grant ("Grant") to fund the work set out in the Proposal; and

WHEREAS, the District desires, in part, to facilitate the administration of the Grant and to act as the Fiscal Agent, in accordance with the Grant Agreement between the District and Wallace, including the General Terms and Conditions of the Grant, the Scope of Work, and Grant budget, all of which are included as Exhibit "A," incorporated herein by this reference ("Grant Agreement"); and

WHEREAS, CCTC desires to cooperate with the District, to participate in the administration of the Grant, and to fulfill the purposes and goals of the Grant by and through the terms and conditions of this Partner Agreement.

NOW, THEREFORE, for mutual valuable consideration as set forth herein, the parties to this Agreement do hereby mutually covenant and agree, and hereby resolve, as follows:

1. The foregoing recitals are accepted and approved by the parties.
2. The District and CCTC shall work in concert to abide by and carry out the purpose and intent of the Grant, as articulated in the Proposal, the Grant Agreement, and this Partner Agreement.
3. The Partner Agreement shall be effective from the date first set forth above through August 31, 2022 (the initial "Grant Term"), and shall automatically renew on an annual basis for subsequent Grant Terms as additional grant funds are paid to the District to administer each year's Scope of Work, Budget and Work Plan for a total term of no more than five (5) years.
4. The District may terminate this Partner Agreement in the event Wallace terminates the grant funding, or CCTC fails to comply with the material terms and conditions of the Partner Agreement. The District shall give CCTC written notice of no less than thirty (30) days in advance of the termination.
5. Each party, at its sole cost and expense, shall procure and maintain such policies of general liability, workers compensation, and other insurance as necessary to insure its employees, agents and affiliates against any claim or claims for damages arising by reason of property damage, personal injuries or death

occasioned directly or indirectly in connection with the respective party's performance of activities contemplated by this Partner Agreement, or any amendment hereof.

6. CCTC shall indemnify, hold harmless and defend District, its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort including but not limited to personal injury, death at any time and property damage) incurred by District, CCTC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of CCTC, its employees, agents, volunteers or invitees in the performance of this Agreement.

7. District shall indemnify, hold harmless and defend CCTC, its governing body, members of its governing body, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCTC, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of District or any of its officers, officials, employees, agents, contractors, or volunteers in the performance of this Agreement, provided nothing herein shall constitute a waiver by District of any immunities including California Government Code section 810 *et seq.*

8. In the event of concurrent negligence on the part of CCTC or any of its employees, agents, and volunteers, employees, or invitees, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

9. Each party shall maintain ownership of its respective records and administer any confidential records in accordance with applicable law. Each party shall maintain on file for a period extending to at least three (3) years after the expiration of the Partner Agreement all records generated in support of the party's performance under the Partner Agreement and will make such records available for audit on request of the District.

10. In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Partner Agreement, all parties shall first attempt in good faith to resolve the dispute mutually between themselves through discussions for at least five (5) business days.

11. Wallace expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

12. **GENERAL PROVISIONS**

12.1 **Entire Agreement Modification.** This agreement sets forth the entire Partner Agreement of the parties with respect to the subject hereof and supersedes any prior Agreement, oral or written, and all other communication between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written instrument.

- 12.2 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions hereof.
- 12.3 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms, disregarding such unenforceable or invalid provision.
- 12.4 Controlling Document. In the event of any conflict between the Partner Agreement and any other existing agreement between any or all of the parties herein, this Partner Agreement together with Exhibit "A" to this Partner Agreement, shall control.
- 12.5 Governing Law. The parties shall comply with all codes, ordinances, rules, regulations, and requirements of all municipal, state, and federal authorities now in force or which may hereinafter be in force pertaining to the performance of their respective activities contemplated by this Partner Agreement. The parties agree that in the event new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable terms to conform this Agreement to such new requirements, including any substantive changes in federal, state, or local programs. Unless prohibited by law, claims shall be subject to California law and all actions shall be adjudicated in Fresno County, California.
- 12.6 Assignment. The parties shall not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without prior written consent of other party.
- 12.7 Independent Entities. Each party shall not be subject to any policies or procedures of the other party, except as expressly provided herein. .

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Fresno Unified School District

California Commission on Teacher Credentialing

By: _____
Robert Nelson, Superintendent

By: _____

Approved as to Form



Date: 10/22/2021

**PARTNER AGREEMENT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA DEPARTMENT OF EDUCATION
FOR THE ADMINISTRATION OF THE WALLACE FOUNDATION GRANT
FOR THE EQUITY-CENTERED PIPELINE INITIATIVE**

This Agreement is made and entered into as of September 1, 2021, by and between the Fresno Unified School District ("District") and California Department of Education ("CDE"), as to the following:

WHEREAS, in or about April 2021 the District submitted a proposal to The Wallace Foundation ("Wallace") for the Equity-Centered Pipeline Initiative to focus on creating a fully developed principal pipeline based on a common understanding of equity so that every school is led by a well-prepared principal (the Proposal); and

WHEREAS, the Proposal was supported by the District's partners: San Diego State University – College of Education, National University, California Department of Education, and the California Commission on Teacher Credentialing; and

WHEREAS, on or about August 24, 2021 the District received a letter from Wallace stating that the District had been approved for a \$1,790,000 grant ("Grant") to fund the work set out in the Proposal; and

WHEREAS, the District desires, in part, to facilitate the administration of the Grant and to act as the Fiscal Agent, in accordance with the Grant Agreement between the District and Wallace, including the General Terms and Conditions of the Grant, the Scope of Work, and Grant budget, all of which are included as Exhibit "A," incorporated herein by this reference ("Grant Agreement"); and

WHEREAS, the CDE desires to cooperate with the District, to participate in the administration of the Grant, and to fulfill the purposes and goals of the Grant by and through the terms and conditions of this Partner Agreement.

NOW, THEREFORE, for mutual valuable consideration as set forth herein, the parties to this Agreement do hereby mutually covenant and agree, and hereby resolve, as follows:

1. The foregoing recitals are accepted and approved by the parties.
2. The District and the CDE shall work in concert to abide by and carry out the purpose and intent of the Grant, as articulated in the Proposal, the Grant Agreement, and this Partner Agreement.
3. The Partner Agreement shall be effective from the date first set forth above through August 31, 2022 (the initial "Grant Term"), and shall automatically renew on an annual basis for subsequent Grant Terms as additional grant funds are paid to the District to administer each year's Scope of Work, Budget and Work Plan for a total term of no more than five (5) years.
4. The District may terminate this Partner Agreement in the event Wallace terminates the grant funding, or the CDE fails to comply with the material terms and conditions of the Partner Agreement. The District shall give the CDE written notice of no less than thirty (30) days in advance of the termination.
5. Each party, at its sole cost and expense, shall procure and maintain such policies of general liability, workers compensation, and other insurance as necessary to insure its employees, agents and affiliates against any claim or claims for damages arising by reason of property damage, personal injuries or death occasioned directly or indirectly in connection with the respective party's performance of activities contemplated by this Partner Agreement, or any amendment hereof.

6. CDE shall indemnify, hold harmless and defend District, its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort including but not limited to personal injury, death at any time and property damage) incurred by District, CDE or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of CDE, its employees, agents, volunteers or invitees in the performance of this Agreement.

7. District shall indemnify, hold harmless and defend CDE, its governing body, members of its governing body, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CDE, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions or willful misconduct of District or any of its officers, officials, employees, agents, contractors, or volunteers in the performance of this Agreement, provided nothing herein shall constitute a waiver by District of any immunities including California Government Code section 810 *et seq.*

8. In the event of concurrent negligence on the part of CDE or any of its employees, agents, and volunteers, employees, or invitees, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

9. Each party shall maintain ownership of its respective records and administer any confidential records in accordance with applicable law. Each party shall maintain on file for a period extending to at least three (3) years after the expiration of the Partner Agreement all records generated in support of the party's performance under the Partner Agreement and will make such records available for audit on request of the District.

10. In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Partner Agreement, all parties shall first attempt in good faith to resolve the dispute mutually between themselves through discussions for at least five (5) business days.

11. Wallace expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

12. **GENERAL PROVISIONS**

12.1 **Entire Agreement Modification.** This agreement sets forth the entire Partner Agreement of the parties with respect to the subject hereof and supersedes any prior Agreement, oral or written, and all other communication between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written instrument.

12.2 **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions hereof.

- 12.3 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms, disregarding such unenforceable or invalid provision.
- 12.4 Controlling Document. In the event of any conflict between the Partner Agreement and any other existing agreement between any or all of the parties herein, this Partner Agreement together with Exhibit "A" to this Partner Agreement, shall control.
- 12.5 Governing Law. The parties shall comply with all codes, ordinances, rules, regulations, and requirements of all municipal, state, and federal authorities now in force or which may hereinafter be in force pertaining to the performance of their respective activities contemplated by this Partner Agreement. The parties agree that in the event new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable terms to conform this Agreement to such new requirements, including any substantive changes in federal, state, or local programs. Unless prohibited by law, claims shall be subject to California law and all actions shall be adjudicated in Fresno County, California.
- 12.6 Assignment. The parties shall not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without prior written consent of other party.
- 12.7 Independent Entities. Each party shall not be subject to any policies or procedures of the other party, except as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.


Fresno Unified School District

California Department of Education

By: _____
Robert G. Nelson, Ed. D.
Superintendent

By: **Cheryl Cotton** Digitally signed by Cheryl Cotton
Date: 2021.10.20 14:50:45 -07'00'

Approved as to Form



Date: 10/20/2021



The Wallace Foundation
140 Broadway, 49th Floor
New York, NY 10005

(212) 251-9700
wallacefoundation.org

August 24, 2021

Bob Nelson
Superintendent
Fresno Unified School District
2309 Tulare St.
Fresno, CA 93721

Dear Dr. Nelson:

I am pleased to advise you that The Wallace Foundation ("Wallace," "we" or "our") has approved a \$1,790,000 grant (the "Grant") to Fresno Unified School District ("you" or "your").

Purpose of the Grant: To participate in the Equity-Centered Pipeline Initiative.
Term: September 1, 2021 – August 31, 2022
Grant ID#: 20210180

Our approach is to work collaboratively with others both to create benefits for the people these organizations serve directly and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. I look forward to working in partnership with you and ask that you please feel free to contact me or your Senior Program Officer, Aiesha Eleusizov, at any time at:

Phone Number: (212) 251-9724
Email: AEleusizov@wallacefoundation.org

The enclosed Grant Agreement for your review and signature includes:

- General Terms and Conditions of the Grant;
- Appendix A (Scope of Work): Specific information about the amount and timing of payments, and requirements for deliverables and reports; and
- Appendix B: The agreed-upon budget.

Please review this Grant Agreement, sign where prompted by DocuSign and in Section 3 of the Terms and Conditions, check the representation that applies to your organization under the New York Non-profit Revitalization Act, also as prompted by DocuSign. If you have any questions, please contact Grants Associate, Carolina Velasquez, at cvelasquez@wallacefoundation.org.

Sincerely,

DocuSigned by:

04C820AAE7A6470...
Jody Spiro
Director, Education Leadership

**THE WALLACE FOUNDATION
GENERAL TERMS AND CONDITIONS OF THE GRANT**

Grantee: Fresno Unified School District
Grant Amount: \$1,790,000
Purpose of the Grant: To participate in the Equity-Centered Pipeline Initiative.
Term: September 1, 2021 – August 31, 2022
Grant ID#: 20210180

1. Use and Management of Grant Funds

- (a) The scope of work and budget for the Grant are in the attached Appendices A and B. The Grant is to be used as agreed-upon and represented in this Grant Agreement (“Agreement”) including appendices, and may not be used in any other way or for any other purpose without Wallace’s prior written approval. The Grant will support the work described in Appendix A (“Project”).
- (b) In all cases it is expected that Grant funds will be used exclusively to further your public charitable purposes consistent with your tax-exempt status.
- (c) The Grant funds are to be invested in U.S. Treasury Bills or an FDIC-insured certificate of deposit, checking or savings account or a money market mutual fund that is registered under the Investment Company Act of 1940 (Section 270.2a-7) until such time as the funds are expended to meet the purposes of the Grant, unless otherwise mutually agreed to in writing by you and Wallace. Any income earned by the Grant funds prior to expenditure may be used only for the projects and activities covered by this Agreement. You agree to include and specifically identify in your financial reports to Wallace any income earned by the Grant funds.
- (d) You agree to track all expenditures of Grant funds against the approved budget found in Appendix B.
- (e) You agree to maintain a record of all expenditures of Grant funds for a period extending at least three (3) years following the expenditure by you of all Grant funds received from Wallace and to permit Wallace or its representatives reasonable access during regular business hours to such financial records for the purpose of making such financial audits, verifications or other evaluations as Wallace deems necessary or appropriate, including the right to make copies of such information.

2. Representations and Warranties

- (a) Organization status
 - (i) You represent that your official name is “Fresno Unified School District”; that you are recognized by the Internal Revenue Service (“IRS”) as a tax exempt organization because you are a governmental entity; that you are

not a private foundation or a supporting organization; that such tax status remains in effect; and there is no issue presently pending by the IRS that could result in any change in your tax status. Your acceptance of any advances under this Agreement shall be deemed to constitute a reaffirmation of each and every representation by you in this Agreement.

- (ii) You represent that the execution and delivery of this Agreement and the performance of your obligations hereunder will not violate the terms of your certificate of authority, or government charter or status, and that this agreement constitutes a valid, legal and binding obligation by you, enforceable in accordance with its terms.

- (b) **Compliance with anti-lobbying regulations**
Because the Code places certain restrictions on the use of grants made by private foundations such as Wallace, you agree that no portion of this Grant may be used for lobbying or to attempt to influence legislation (within the meaning of section 4945 (d)(1) of the Code) or the outcome of any specific public election, or for voter registration within the meaning of section 4945(d)(2) of the Code.
- (c) **Compliance with anti-terrorism regulations**
You agree to abide by United States laws, statutes and regulations prohibiting the financing of terrorism and restricting U.S. persons from dealing with any individuals, entities or groups subject to sanctions by the U.S. Treasury Department's Office of Foreign Assets Control. You will not promote, support or engage in violence, terrorism, or the destruction of any State, nor will you make subgrants or other payments to any entity that engages in such activities.

3. Withholding Payment and Termination or Expiration of Grant

Wallace reserves the right to withhold payment or terminate this Agreement under any of the following circumstances:

- (a) You fail to comply with the terms and conditions of this Agreement.
- (b) Any representations or warranties by you shall be or become untrue, and such failure or misrepresentation has not been corrected within thirty (30) days of receiving written notice from Wallace describing such failure. In such event Wallace shall provide a written notice of cancellation specifying a date of cancellation of not less than thirty (30) days from the date of such cancellation notice.
- (c) Significant changes in the organization's leadership or key project staff occur that may threaten the implementation of the Program.
- (d) You become unable for any reason to carry out the purpose of the Grant.

In the event of termination of this Agreement, or upon expiration of the Grant, your previously approved expenditures and obligations incurred in good faith prior to the effective date of termination or expiration date, as the case may be, shall be considered authorized expenses under this Agreement. All other Grant funds must be returned to Wallace within ten (10) business days of the effective date of termination or expiration, as the case may be, unless Wallace agrees, in writing, that the Grant funds may be used to support other work.

Notwithstanding any termination of this Agreement you shall remain obligated to comply with the remaining provisions of the Agreement.

4. Publications, Presentations and Materials

- (a) If during the term of the Grant you create publications or other public materials related to the scope of this Grant, including but not limited to reports, webinars, articles produced for newsletters, email blasts or other in-house periodicals (hereinafter collectively referred to as “Products”), you shall retain the copyright to all such Products. However, you hereby grant, transfer and assign to Wallace a non-exclusive, royalty-free license to use, reproduce, excerpt, summarize, copy and distribute for non-commercial purposes any and all such Products for the full term of copyright, in all countries, in all languages and in all media now known or hereafter developed. You shall send Wallace an electronic version, in WORD and PDF format, of all such Products.
- (b) In addition, in the course of performing the work outlined in Appendix A, you may create conferences, lectures, panel discussions, webinars, or podcasts featuring Wallace-commissioned research or other Wallace Products (hereinafter collectively referred to as “Presentations”). You agree to provide Wallace the opportunity to review and comment on your recommended topics and speakers for all Presentations. These recommendations will be shared with Wallace with sufficient time to enable Wallace to suggest alternative or additional topics and speakers for your consideration, provided that such suggestions are received in a timely manner to meet your planning deadlines.

5. Reports

To provide an opportunity to reflect on the funded Project, its accomplishments, challenges, progress and lessons learned, Wallace requires narrative and financial reports on the outcome of the work supported by this Grant. Wallace is interested in your critical analysis of the progress made compared to your original goals (a plan vs. performance analysis), your reflections about what worked and what did not and why, and your observations about future directions your organization might take as a result of your funded work. Reporting requirements are included in Appendix A.

6. Participation in Studies and Evaluations

To support our shared goal to test ideas and practices that we can learn from and share broadly with the field, many grants require studies, evaluations or other efforts to elicit

lessons and observations from grant-funded activities. These studies and evaluations result in public reports that are widely disseminated.

As partners in knowledge development, you agree to cooperate fully with Wallace and its designees, including cooperating with data collection activities.

7. Participation in Grantee Meetings, Learning Communities and Advisory Boards

- (a) You understand and acknowledge that Wallace asks all its grantees to: attend periodic meetings with other grantees and experts to facilitate the exchange of ideas; share experiences and documentation that contribute to Wallace's understanding of your work; advise about issues that may be relevant to the field in which you are working; and provide data and information that may be useful to Wallace's creation of certain knowledge products. In furtherance of these efforts, you agree to attend such meetings and provide such information as Wallace may reasonably request. You are authorized to use Wallace Grant funds to defray reasonable and necessary expenses incurred in connection with the activities described in this paragraph.
- (b) You agree to give Wallace advance written notice of all major meetings to be held in connection with the work related to the Grant, and to work with Wallace to schedule such meetings so its staff can attend.
- (c) If in carrying out the terms of the Grant you create an advisory board, you agree that, at Wallace's request, a member of our staff will serve ex-officio.

8. Public Announcements and Acknowledgement

- (a) Wallace reserves the right to announce the Grant publicly in a manner and at a time of its choosing. You may make your own announcement, subject to Wallace's right to approve the release and time before it is issued.
- (b) Acknowledgment of the Grant should include: a general acknowledgment of "The Wallace Foundation" among your list of annual funders on your website and all appropriate print and electronic programs, publications, and public announcements for the Grant period; and specific acknowledgment of Wallace's support of the Grant activities on all related electronic and printed materials including but not limited to your website, e-announcements and e-newsletters, books, posters, brochures, press releases, and in public announcements (both in person and online) referring to the Grant activities. Prominence of acknowledgment should be commensurate with the level of Wallace's support relative to other funding sources.
- (c) Wallace typically includes a link on www.wallacefoundation.org to the grantee's website. Wallace's website contains hundreds of free resources and you may want to consider a link from your site to Wallace's Knowledge Center.

- (d) Neither party shall use the logo of the other without the prior written permission of the other.

9. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and may not be modified except by written agreement executed by both parties. A waiver of any breach shall not be construed as a waiver of any subsequent breach.
- (b) No third party beneficiary rights are created by virtue of this Agreement.
- (c) This Agreement sets forth the entire agreement between the parties and supersedes all prior written or oral representations or understandings between the parties, all of which are merged herein.
- (d) Notwithstanding any provision of law or regulations to the contrary, you expressly agree that Wallace and its successors and assigns shall have the right and judicial standing to enforce any and all provisions of this Agreement, irrespective and separate and apart from, any rights which the Attorney General of the State of New York or the State of California may possess under law.

Signatures

Each signatory below represents and warrants that he or she has been duly authorized and has legal capacity to execute and deliver this Agreement, making it binding on his or her organization.

For The Wallace Foundation

Will Miller 8/26/21
Will Miller Date
President

ACCEPTED AND AGREED:

Fresno Unified School District

By: DocuSigned by: Bob Nelson 9/2/2021
1EBB47021AF6466... Date
Signature

Name: Dr. Bob Nelson

Title: Superintendent

APPENDIX A

Grantee: Fresno Unified School District
Grant Amount: \$1,790,000
Term: September 1, 2021 through August 31, 2022
Grant ID#: 20210180

Wallace's mission is to foster equity and improvements in learning and enrichment for young people, and in the arts for everyone. We seek to catalyze broad impact by supporting the development, testing and sharing of new solutions and effective practices.

Our approach is to work collaboratively with others both to create benefits for the people these organizations serve and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. We have learned from our grantees that our approach means your experience working with Wallace may be similar to your experience with other foundations in some respects, and different in others. Here is what you can expect in working with Wallace:

- The key to successful partnerships is a mutual commitment to open, candid, ongoing and respectful communications. We commit to be clear and timely in communicating our goals, strategies and expectations. In turn, we ask that you share with us what's working well, if something isn't working as expected, and what you are learning. We take seriously our own accountability as a foundation to use philanthropic resources wisely, which means regularly assessing whether the work we are funding is creating hoped-for results and benefits.
- To support our shared goal to test ideas and practices that we can learn from and share broadly with the field, many grants require studies, evaluations or other efforts to elicit lessons and observations from grant-funded activities. These studies and evaluations result in public reports that are widely disseminated. As partners in knowledge development, you agree to cooperate fully with Wallace and its designees, including cooperating with data collection activities.
- To support shared learning, we may ask grantees to participate in learning communities with other grantees and experts to discuss experiences and challenges in the work, exchange ideas, share expertise, and advise members of the community on issues that may be relevant to your work. In turn, we commit to organize these convenings so that you will find them a valuable use of your time.

A. Initiative strategy and purpose

Given that comprehensive, aligned principal pipelines have been demonstrated to benefit student achievement, and given the key role of principals in advancing equity, this initiative seeks to learn whether and how districts can develop and implement comprehensive, aligned principal pipelines that produce equity-centered leaders who can help bring a district's vision of equity to fruition. The initiative seeks to benefit both participating districts, and yield broadly applicable approaches that other districts can adapt to their own contexts.

The question the initiative seeks to answer is:

“How can large, high-needs districts, in partnership with their stakeholders, create comprehensive, aligned principal pipelines and other supports that are capable of producing and supporting equity-centered leaders within the district ecosystem?”

B. Goals/Deliverables

The context: The five-year goals

At the end of a successful initiative, each district and its stakeholders will have:

- Defined what equity means in the context of the district’s history, policies and strategic vision, and with the input of key stakeholders including parents and students;
- Developed a comprehensive, fully aligned principal pipeline and other supports that produce equity-centered leaders;
- Made each of the seven key pipeline features fully reflect the district’s context and definition of equity; and
- Aligned this principal pipeline with the district’s strategic plan, policies and practices, its central office, its equity office (if it has one), and the pipeline functions and the structures of the various organizations in its ecosystem (i.e., feeder university preparation programs, state policies and local community organizations).

The districts’ work will center on developing a vision and working definition for equity in their school systems and feeder principal preparation programs and putting this vision into action in how aspiring principals are developed, hired and placed, and trained on-the-job during their early years as school leaders. This enhanced version of a comprehensive, aligned principal pipeline would take into account all the pipeline parts—including principal supervision that supports leaders in improving equity and instruction and the design and implementation of an equity-focused leader tracking system that serves as a resource for identifying, recruiting and supporting candidates, including those who perhaps might have otherwise been overlooked.

We anticipate that such an initiative would involve the full district “ecosystem,” by which we mean all the organizations that form the community affecting the education of children and preparation of teachers and leaders. This includes the district’s central office, university partners, stakeholders (such as students, parents, city agencies and community organizations), and the state education agency or agencies.

Year One goals (September 1, 2021 –August 30, 2022)

The approach for the initiative will be to annually apply what we know about a fully developed, high functioning principal pipeline to the conditions in Fresno Unified. A goal for year one is to create the ongoing structures of collaboration with district, community, university, and state partners to obtain input for purposes of development and continuous improvement and improved communication to ensure common messaging and understanding. We will address all seven domains each year but will prioritize the actions based on our current level of development and implementation examined through those ongoing collaborative structures.

Priority areas for year one will be to develop a definition for leading for equity that builds on the Fresno Unified Board Policy and existing efforts while ensuring agreement and support of all stakeholders. Leadership standards will transition to the California Professional Standards for

Educational Leaders (CPSEL) while we review them to ensure elements of equity are fully represented and understood. Based on the adopted standards, we will develop a new preservice program for aspiring administrators with university partners to implement in 2022-2023, research and establish a program to support the development of assistant principals, identify differentiated needs for existing leaders as a system of support and develop mentoring groups, and develop a system for induction, training, and support for principal supervisors. We will begin the process of developing a leader tracking system to support all of these efforts.

Key partners

<i>(List key partners to accomplish the following scope of work)</i>		
Community partners Internal: <ul style="list-style-type: none"> • District Advisory Committee (DAC) • District English Learner Advisory Committee (DELAC) • Student Voice Collaborative • External: <ul style="list-style-type: none"> • Cradle to Career (C2C) – part of the STRIVE Together network • Fresno County Superintendent of Schools (FCSS) • Association of Mexican American Educators (AMAE) • African American Community Organizations <ul style="list-style-type: none"> ○ Fresno Metro Black Chamber of Commerce ○ West Fresno Resource Center ○ Faith Based Organizations • Fresno Street Saints 	State partner(s) <ul style="list-style-type: none"> • California Commission on Teacher Credentialing (CTC) • California Department of Education (CDE) 	University partners <ul style="list-style-type: none"> • San Diego State University (SDSU) • National University (NU)

Main program actions in Year One

Throughout the initiative districts and their partners will employ the six key actions listed below, working together with all the partners in the ecosystem. District teams will be asked to share their challenges, opportunities, pitfalls and back-steps during this process. Confidentiality and anonymity will be maintained throughout.

Key Action One: Developing and sustaining deep partnerships with internal and external stakeholders and organizations

Districts will form “interdependencies” with their local community stakeholder organizations, university preparation programs and the state agencies. Other stakeholder groups in the district’s ecosystem will be locally identified, and may include community groups, city agencies, business leaders, parents, school leaders, and students.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Key Action Two: Visioning and strategic planning

Districts and their stakeholders should be intentional and explicit about their vision. Districts will identify the realities on the ground, and then develop strategies to address them. This will include integration of the equity pipeline as a lever for districtwide change in the district’s strategic plan and the superintendent’s goals.

Such plans will also include the roles and actions of their various partners and how everything fits together cohesively and is staged. Strategies to engage local community groups and the school board will be supported by Wallace-provided technical assistance from the National Urban League and the Council of the Great City Schools, respectively. Plans will be used as a foundation for baseline data analysis obtained via technical assistance in conducting three assessments using a team process: (1) an equity audit; (2) a self-study of the current principal pipeline against best practice; and (3) an assessment of the quality of the principal preparation programs. Through these analyses, gaps will be identified against the current practice.

A concluding step in the first year will be to develop a “logic model” with all stakeholders that depicts the goals, actions and intended outcomes of their efforts to comprehensively address the gaps identified between pipeline and equity goals and the metrics by which success will be measured. The logic model will be implemented during the subsequent years and revisited throughout the project as conditions change.

The district will be assigned a consultant who will help coordinate these activities.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Key Action Three: Defining “equity” and “equity-centered leaders”

Based on this vision, each district would intentionally define “equity” with the partners and, further, define the skills needed by equity-centered leaders in its community. While districts in the preparatory test identified various skills that equity-centered leaders should have, there were some points of commonality. All included the ability to:

- Engage the voices of families, the community and students;
- Uncover and disrupt inequities in their school and district;
- Allocate resources equitably; and
- Be able to perform these functions in a virtual environment if necessary.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Key Action Four: Designing an equity-centered principal pipeline that translates the vision into reality

Districts will bring their vision into action through a detailed assessment of all seven principal pipeline domains and deeply embedding equity within each. This will be implemented during the subsequent years of the initiative. Technical assistance in developing leader tracking systems will be provided.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Key Action Five: Providing mentoring and training for current assistant principals to become the next generation of equity-centered principals

The development of a comprehensive, aligned principal pipeline is a long-term endeavor, albeit one that showed results after only two years, according to the RAND study. In particular, it takes time to establish high-quality pre-service training aligned with the leader standards of the districts that hire its graduates and see its effects—in large part because graduates generally don't ascend to the principal position right away. Rather, they spend several years in other posts first, typically as assistant principals. Therefore, in the early years, it is important that districts address not only the principal pipeline but also the training and support of sitting assistant principals. These activities may also include in-service programs for sitting principals.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Key Action Six: Engaging in continuous improvement

The initiative asks districts to continuously assess their progress through incorporating on-going critical reflection with their partners, the lessons from the ongoing research, technical assistance from organizations in the field and regular communication with their Wallace consultant, who will help facilitate all these activities. Several professional learning communities will help facilitate this process for initiative participants. These are forums where grantees meet to discuss their experiences, share ideas and hear various perspectives from those engaged in this work.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish this key action.

Participation in research and data requirements

The district, community, and any individual participating in this initiative will not be identified in any public report; and will be provided opportunities to review, for accuracy and confidentiality, all research reports before they are published.

Requests for student data that are not already publicly available will be discussed with the district and collected upon mutual agreement. In addition, data requests will be coordinated between the program and research teams to ensure minimum duplication of data requests.

K-12 Student-Level data, disaggregated by key demographics, including race, ethnicity, gender identification, SES/free or reduced-lunch eligibility, zip code of residence, homelessness/ houseless status, IEP/SPED status, English learner/reclassification status, and gifted/talented status, including:

- Achievement data;
- Enrollment, course-taking, grades, and exit data;
- Attendance data;
- Disciplinary data;
- Matriculation data;
- Socio-emotional learning data (if available); and
- Post-secondary data (if available).

Educator workforce data, including teachers, assistant principals, principals, principal supervisors, coaches, and other personnel that are classified as administrators, disaggregated by key demographics including:

- Professional history/personnel data;
- Assignment history;
- Educator school climate surveys (if available);
- Exit surveys or interviews (if available); and
- District principal pipeline/grow your own/internal aspiring leader program data (if available).

District-Level data, including:

- Hiring in district positions related to diversity, equity, and inclusion (from 2010, if available);
- System information (e.g., AYP/ESSA plans, org charts, etc.);
- Policy documents (e.g., Desegregation/equity MOU plans and documents); and
- Website metrics/analytics.

School-Level data, including:

- Academic and operations (e.g., CSI, Title I, course offerings, school climate surveys);
- Budget;
- Technology (e.g., tutoring systems, dashboards, student access); and
- Schools' programs, policies, or processes (e.g., discipline, SEL, others).

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish effective participation in the research.

Wallace network activities

- Initiative-wide program technical assistance provided to all teams by Wallace:
 - National Urban League (community engagement);
 - Council of the Great City Schools (school board engagement);
 - Leader Tracking Systems technical assistance;
 - Equity-audit;
 - Mentor program assistance; and
 - *Quality Measures* assessment for university partners.

- Wallace professional learning community (PLC) and other grants management activities: Three initiative PLCs (with superintendents) as follows: Nov. 15-16, 2021 (virtual); March 28-29, 2022 (in-person); and June 17, 2022 (virtual) These are coordinated with the program deliverables so PLCs are used for discussion of and feedback on deliverables by which subsequent revisions may be considered.
- Annual “Day at Wallace” team review of progress and problem-solving.
- Regularly-scheduled conference calls (twice per month) with your Wallace contact.
- Other conference calls and virtual activities with your Wallace contact and/or ECPI consultant.

The Year One workplan (due by October 8, 2021) delineates specific activities to accomplish effective use of technical assistance.

Program deliverables

Deliverable due by October 8, 2021

- Deliverable 1: Year One workplan
 - To be discussed at the PLC on November 15, 2021 (1pm – 4pm ET)

Deliverables due by February 28, 2022: All to be discussed at the March 28-29 PLC

- Deliverable 2: Draft definition of equity
- Deliverable 3: Draft definition skills of equity centered leaders
- Deliverable 4: Analysis of learning from equity audit

Deliverables due by May 18, 2022: To be discussed at the June 17 PLC (1:00 – 5:00 ET)

- Deliverable 5: Analysis of preparation programs (Quality Measures)
- Deliverable 6: Draft of equity-centered pipeline elements by domain
- Deliverable 7: Draft logic model (will become the basis for the Year Two scope, budget and workplan)

Note: Year Two scopes, budgets and workplans will be negotiated with your Wallace contact beginning in June 2022 for implementation from September 1, 2022 – August 31, 2023. The logic model will be the basis for those discussions.

Fiscal Agent

The district will assume the role of fiscal agent with respect to the funds received from Wallace. In your role as fiscal agent, you will ensure that pass-through distribution of grants to the two university and state partners is accomplished in a timely way.

Responsibility for legal review

Wallace expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

C. Changes to the Grant

You must make a request, in writing, to your Wallace staff contact prior to making any changes to the grant, including but not limited to:

- Revision of a budget line or budget category of more than \$5,000, subject to a cumulative cap of \$45,000
- Change in the scope of work or strategy
- To add, delete or change a deliverable
- To substantially change the level of involvement of a staff member or members considered key to the Project

If the approved budget includes indirect costs, such costs will be identified in a separate budget line, and generally may not exceed 15% of direct costs. Indirect costs are shared costs that are not directly attributable to the project itself, such as rent, utilities, allocated charges for administrative departments (e.g., Accounting, HR, Development), information technology, telephone and supplies. The indirect rate should be applied to actual expenditures for each grant payment period.

If you expect to have unexpended funds at the end of the grant term, at least three months prior to the term end you should have a discussion with your Wallace staff contact. A request to use the unexpended funds should identify the amount of remaining funds and a proposed plan for spending down.

D. Reports and Financial Analysis

Progress and financial reports (Guidelines will be sent no later than six weeks in advance of the due date):

- Year One workplan due October 8, 2021
- Interim progress report on workplans and financial reports for Year One due February 22, 2022
- Year One report on workplan due August 31, 2022
- Final financial report for Year One due September 30, 2022

E. Payment Schedule

Within thirty (30) days of Wallace's receipt of this grant agreement signed by you, Wallace will send you an electronic ACH transfer in the amount of \$1,790,000.

Appendix A: Scope of Work For The Wallace Foundation

DocuSigned by:

04C82DAAE7A647D

Jody Spiro, Director of Education Leadership

8/27/2021

ACCEPTED AND AGREED:
Fresno Unified School District

By: 
1ED847024AF84G6

Superintendent Signature

9/2/2021

Date

Name: Dr. Bob Nelson

Title: Superintendent

Appendix B: Equity-Centered Pipeline Initiative - Budget Summary YEAR ONE**Maximum grant request: \$700,000 district, \$470,000 per university partner and \$150,000 state**

District Grantee of Record:	Fresno Unified School District	Grant ID #	20210180	
	One-time	On-going costs beginning in Year Two	Total grant funds	Initiative expenses paid by Wallace
District costs	\$700,000	\$0	\$700,000	\$331,000
San Diego State University costs	\$470,000	\$0	\$470,000	\$26,000
National University costs	\$470,000	\$0	\$470,000	\$26,000
State costs	\$150,000	\$0	\$150,000	\$5,000
Total Budget	\$1,790,000	\$0	\$1,790,000	\$388,000

NOTE: Interest is expected to be earned

Year One: September 1, 2021 - August 31, 2022	One-time costs	On-going costs beginning in Year Two	Total grant funds	Initiative expenses paid by Wallace
SUMMARY DISTRICT COSTS (Please complete a separate budget tab for all district costs)				
Project Director salary and fringe	\$173,000	\$0	\$173,000	
Visioning and strategy development (district staff, principals, students, board, community)	\$44,463	\$0	\$44,463	
Community re-grants	\$40,000	\$0	\$40,000	
Developing equity-centered leader standards	\$15,000	\$0	\$15,000	
Leader Tracking System	\$200,000	\$0	\$200,000	
PD for sitting leaders	\$50,000	\$0	\$50,000	
Communications technical assistance	\$40,000	\$0	\$40,000	
Co-constructing curriculum with prep partners	\$10,000	\$0	\$10,000	
TA to support district's implementation plan	\$40,000	\$0	\$40,000	
PD for novice leaders (teacher leaders, AP, principals), includes TA	\$45,000	\$0	\$45,000	
Local travel and accommodations	\$2,000	\$0	\$2,000	
PLC travel and other Wallace Network Activities	\$12,000	\$0	\$12,000	
District equity audits (paid by Wallace)	n/a	n/a	\$0	\$35,000
NUL Technical assistance to districts (paid by Wallace)	n/a	n/a	\$0	\$30,000
CGCS Technical assistance to districts (paid by Wallace)	n/a	n/a	\$0	\$30,000
Leader Tracking System Technical assistance (paid by Wallace)	n/a	n/a	\$0	\$50,000
EDC Quality Measures and Partnership tool (paid by Wallace)	n/a	n/a	\$0	\$35,000
Consultant support (paid by Wallace)	n/a	n/a	\$0	\$90,000
Initiative Professional Learning Community (paid by Wallace)	n/a	n/a	\$0	\$24,000
Principal/ AP Professional Learning Community either Year 1 or 2 (paid by Wallace)	n/a	n/a	\$0	\$37,000
Enter percentage here				
Indirect costs for district costs (est 5%)	4.25%	\$28,537	\$28,537	
TOTAL district costs	\$700,000	\$0	\$700,000	

	One-time costs	On-going costs beginning in Year Two	Total grant funds	Initiative expenses paid by Wallace
SUMMARY RE-GRANT TO SDSU (Please complete a separate budget tab for each university)				
Project Director salary and fringe	\$80,143	\$0	\$80,143	
Partner Provider program for re-design	\$0	\$0	\$0	
Faculty Costs (implementation of the logic model)	\$270,479	\$0	\$270,479	
Development of visioning and strategy	\$47,074	\$0	\$47,074	
Leader Tracking System	\$4,000	\$0	\$4,000	

District Grantee of Record:	Fresno Unified School District		Grant ID #	20210180	
Local meeting costs	\$5,000	\$0	\$5,000		
Local travel and accommodation costs	\$2,000	\$0	\$2,000		
PLC travel and other Wallace Network Activities (covered out of university budget)	\$0	\$0	\$0		
Initiative-wide PLC starts Year 1 and Preparation program PLC in either Year 1 or 2 (paid by Wallace)	n/a	n/a	\$0		\$26,000
Indirect costs (max 15%) <small>Enter percentage here</small>	15.00%	\$61,304	\$0	\$61,304	
TOTAL re-grants to SDSU	\$470,000	\$0	\$470,000		
SUMMARY RE-GRANT TO National University (Please complete a separate budget tab for each university)					
Project Director salary and fringe	\$62,500	\$0	\$62,500		
Partner Provider program for re-design	\$50,000	\$0	\$50,000		
Faculty Costs (implementation of the logic model)	\$125,000	\$0	\$125,000		
Development of visioning and strategy	\$75,196	\$0	\$75,196		
Leader Tracking System	\$50,000	\$0	\$50,000		
Local meeting costs	\$30,000	\$0	\$30,000		
Local travel and accommodation costs	\$6,000	\$0	\$6,000		
PLC travel and other Wallace Network Activities	\$10,000	\$0	\$10,000		
Initiative-wide PLC starts Year 1 and Preparation program PLC in either Year 1 or 2 (paid by Wallace)	n/a	n/a	\$0		\$26,000
Indirect costs (max 15%) <small>Enter percentage here</small>	15.00%	\$61,304	\$0	\$61,304	
TOTAL re-grants to National University	\$470,000	\$0	\$470,000		
One-time costs	On-going costs beginning in Year Two	Total grant funds	Initiative expenses paid by Wallace		
SUMMARY RE-GRANT TO STATE (Please complete separate tab for detailed state budget)					
Advisory committee meetings	\$0	\$0	\$0		
Staff/consultants	\$142,857	\$0	\$142,857		
Wallace Network Activities and local travel	\$0	\$0	\$0		
Initiative-wide Professional Learning Community, including travel (paid by Wallace)	n/a		\$0		\$5,000
Indirect costs for state (est 5%) <small>Enter percentage here</small>	5.00%	\$7,143	\$0	\$7,143	
TOTAL re-grants to state	\$150,000	\$0	\$150,000		
GRAND TOTALS	\$1,790,000	\$0	\$1,790,000		

Please enter your proposed budget in the separate tabs in the green cells. Formulas will insert totals from worksheets on to this summary budget.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-22

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Additional Vendors for Request for Qualifications 20-14, Professional Services – Construction Related Consultants

ITEM DESCRIPTION: It is recommended the Board approve additional vendors to the pool previously approved under Request for Qualifications (RFQ) 20-14 in support of the district's new construction, modernization, modular, and deferred and general maintenance projects. The Board initially approved RFQ 20-14 on June 10, 2020. Based on the need for additional project support, the following qualified vendors are recommended for approval, for the remaining term of the existing RFQ (June 10, 2025):

Provost & Prichard - Structural Engineering, RFQ Section 4

James Doll - Construction Inspection Services, RFQ Section 8

Wally Gonzales - Construction Inspection Services, RFQ Section 8

Sirous Rassouli - Construction Inspection Services, RFQ Section 8

Provost & Prichard - Hazardous Materials and Indoor Air Quality Consulting Services, RFQ Section 10

Approval enables entering into master agreements with approved vendors, for identified projects on an as-needed basis. This allows for planning/design of Board-prioritized projects to proceed without an additional approval process. Purchase orders will be presented to the Board for ratification on future purchase order reports.

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

FINANCIAL SUMMARY: Funding will be established on a project-by-project basis.

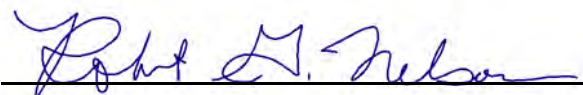
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-23

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 22-10, Cambridge High School Installation of Privacy Plus Fencing

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-10, for new privacy plus chain link fencing at Cambridge High School to improve safety and security for students, staff and visitors. The project will replace existing 6-feet high block walls with new 10-feet tall privacy slatted chain link fencing on the north and east sides of the campus, and will be built adjacent to the 6-feet block wall on the south side. The project also includes new concrete mow strip and valley gutter for proper site drainage.

The request for bids was lawfully advertised on September 13, 2021. Notifications were sent to 24 firms plus five construction trade publications, and the district received three responses. Bids were opened on September 27, 2021. Staff recommends award to the lowest responsive, responsible bidder:

Golden Bay Fence Co. (Stockton, California) \$377,338

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$377,338 are available in the Measure X Fund.

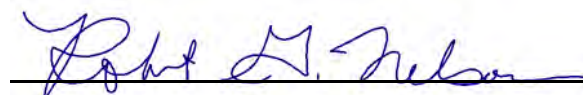
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 22-10 CAMBRIDGE HIGH SCHOOL INSTALLATION OF PRIVACY PLUS FENCING

Bid Opening Date: September 27, 2021 prior to 2:01 P.M.

Buyer: Toni Jorge

CONTRACTOR	CITY	BASE BID	DEDUCTIVE ALT.1	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Golden Bay Fence Co.	Stockton	\$484,518	(\$107,180)	\$377,338	\$377,338
Cash & Lincoln Fence DBA Valley Fence Company	Clovis	\$527,925	(\$159,650)	\$368,275	
HBC Enterprises	Fresno	\$487,447	(\$398,447)	\$89,000	

Low bid determined by combined total of Base Bid and Deductive Alternate No. 1

Staff recommends award of \$377,338 to Golden Bay Fence Co., the lowest responsive, responsible bidder for Base Bid items.

In accordance with Public Contract Code 20111, Staff recommends rejecting Cash & Lincoln Fence DBA Valley Fence Connection's bid as non-responsive as they did not attend the mandatory pre-bid conference and job-walk.

In accordance with Public Contract Code 5101, Staff recommends HBC Enterprises be relieved of bid for clerical error made in calculating Deductive Alternate No. 1.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-24

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

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

- BP 5000 Concepts and Roles
- BP 5021 Noncustodial Parents
- BP 5111.2 Nonresident Foreign Students (DELETE)
- BP 5112.1 Exemptions from Attendance
- BP 5112.3 Student Leave of Absence (NEW)

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA) and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

~~Red~~ **strikeout** – Recommended deletion

Green font – CDE required change

Purple font - Information change

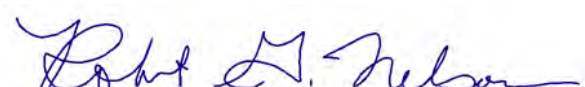
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified Board Policy (BP) 5000

Concepts And Roles

The **Governing Board** shall make every effort to maintain a safe, positive school environment and student services that promote student **welfare** and academic achievement. The Board expects students to make a good use of learning opportunities by demonstrating regular attendance, appropriate conduct, and respect for others. The focus of the school system is on the student. ~~It is incumbent upon the governing Board, district and school administration and teachers to provide for the physical and intellectual welfare of the students in their charge.~~ This shall be accomplished through the Boards policies and the administration's regulations related to attendance, health examinations, records, grades, and student conduct. The school district shall work closely with parents/guardians and the community in order to achieve a harmony of interests.

(cf. 5113 - Absences and Excuses)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)
(cf. 5145.6 - Parental Notifications)

Students must be recognized and understood as individuals, each with ~~his/her~~ **their** own unique abilities, social and economic background, ambitions and educational needs. The programs and services of the district must be designed and executed with this concept well in mind if the fullest development of each is to be achieved.

The Board is fully committed to providing equal educational opportunities and keeping the schools free from **discriminatory** practices. The Board shall not tolerate the intimidation or harassment of any student for any reason.

(cf. 5145.3 - **Nondiscrimination**/Harassment)

Students are expected to accept personal responsibility for making maximum use of their educational opportunities by applying themselves diligently to the enterprise of learning both in the classroom and in other school-sponsored settings. It is also expected that as a result of the total school experience students will come to appreciate the value of self-discipline, responsibility, respect for others, their country and its governmental processes.

When conducting hearings related to discipline, attendance and other student matters, the Board shall afford students their due process rights in accordance with law.

(cf. 5125 - Student Records)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.6 - Parental Notifications)
(cf. 9000 - Role of the Board)

~~The Board will attempt to erase any limitations of facilities and means that stand in the way of our school's availability to all who wish to learn in this school system.~~

~~Discrimination among students applying for admission to or attending our schools with respect to color, race, sex, religion, ancestry, handicap, or national origin is prohibited.~~

(cf. 5145.3 **Nondiscrimination**)

Role of Governing Board The Board:

1. Establishes policies to provide the best attainable program of education for the district's students.
2. Authorizes the establishment of special classes, programs, or other facilities for students who are in need of special education in keeping with all legal provisions.
3. Provides for the physical and mental well-being of students.
4. Determines policies regarding student behavior and attendance within the limits of the law.

Role of Superintendent or Designee The Superintendent or Designee:

1. Administers all schools and classes established by the Board.
2. Directs the instruction, guidance and discipline of all students.
3. Provides leadership and guidance to establish the pattern of education to be offered to students.
4. Makes assignments of students to the different buildings or grades as may improve their education, reduce the expense of maintaining schools, or relieve overcrowded conditions.
5. Has general charge of the enforcement of the compulsory attendance law and the issuance of work permits.
6. Has immediate authority for the closing of schools in case of emergencies involving the health and safety of students.

Working Relationships of Board and Superintendent or Designee

Student welfare and guidance is the responsibility of the Superintendent or designee with the exception of the expulsion of students, which the Board may not delegate.

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.

Legal Reference:

EDUCATION CODE

200-261 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

35160.1 Broad authority of school districts

35291-35291.5 Rules

TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 Policy

FRESNO UNIFIED SCHOOL DISTRICT

adopted: December 11, 1997 Fresno, California

revised: Fall ___, 2021

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5021

Noncustodial Parents

The Governing Board recognizes the right of parents/guardians to be involved in the education of their children and desires to balance that right with the district's need to ensure the safety of students while at school.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

The parent/guardian who enrolls, **with the necessary enrollment documents**, a child in a district school shall be presumed to be the child's custodial parent/guardian and shall be held responsible for the child's welfare.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

In the event of an attempted violation of a court order that restricts access to a student, the principal or designee shall contact the custodial parent and local law enforcement officials and shall make the student available only after one or both of these parties consent.

~~Natural or adoptive parents of any student may access~~ School officials shall presume that both parents/guardians have equal rights regarding their child's, including, but not limited to, picking the student up after school or otherwise removing the student from school, accessing student records, participating in school activities, or visiting the ~~student at~~ school. When a court order restricts access to the child or to **their** student information, a parent/guardian shall provide a copy of the certified court order to the principal or designee upon enrollment or upon a change in circumstances. ~~and pick up the student after school. The noncustodial parent may not pick up a student from school without the custodial parent's written permission or unless a court order states that on visitation days, the noncustodial parent may pick up the student during school hours or after school. These rights shall be respected even if legal custody is vested in only one named parent, unless a court order restricts the right of the noncustodial parent.~~

~~Parents/guardians may be asked to provide evidence of any completed or pending legal action which curtails the noncustodial parent's rights.~~

(cf. 5125 - Student Records)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

~~*(cf. 6020 - Parent Involvement)*~~

(cf. 6159 - Individualized Education Program)

Pursuant to Education Code 49061, noncustodial parents do not have the right to challenge the content of student records, provide a written response to student records, or consent to their release to third parties.

Upon request, the district shall provide noncustodial parents with announcements and notices that are sent to the custodial parent in accordance to court order.

While both parents can visit the child at school, only the custodial parent has the right to remove the child from school property. Only a verified note or an emergency card from the custodial parent will be cause for exception to this provision.

(cf. 5141 – Health Care and Emergencies)

A child custody court order binds only the parties to the proceeding, not the district or its staff. Therefore, the district is not required to enforce the court order. If a court order conflicts with Education Code statutes that give noncustodial parents the right to access student records, the district should seek legal counsel to determine whether the court order or the statutes should prevail. If a court order restricts access to the child, it is recommended that staff contact the custodial parent and local law enforcement officials in the event of an attempted violation of the court order. If a court order restricting access to a child is not issued by a California court, staff should **consult with legal counsel and allow** local law enforcement officials to determine its validity.

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.

Legal Reference: EDUCATION CODE

48204 Residency requirements

49061 Definitions

49069 Absolute right to access

49091.10-49091.19 Parental review of curriculum and instruction

49408 Emergency information

56028 Definition, parent for special education

51100-51102 Parent/guardian rights

FAMILY CODE

3002 Joint legal custody, definition

3006 Sole legal custody, definition

3025 Parental access to records

6550-6552 Caregivers

GOVERNMENT CODE

810-996.6 Government Claims Act

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: January 11, 1996 Fresno, California

revised: August 29, 1996

revised: April 27, 1997

reviewed: April 23, 2001

revised: Fall ___, 2021

Policy Section: 5000 Students

Fresno USD | 5000 | BP 5111.2 Students

Admission Of Foreign Students

Definitions

Nonimmigrant foreign students may be admitted to the United States for a temporary stay for the purpose of study.

F-1 Visa Students: An F-1 visa student is a nonimmigrant visa category intended for use by nonresident aliens whose primary purpose for visiting the United States is to study at an academic school. (8 USC 1184)

J-1 Visa Students: A J-1 visa student is a nonimmigrant exchange student who has come to the United States to study for a specific period of time under the sponsorship of a government approved agency. (8 USC 1184)

I-20: Certification by a school that if granted a visa (F-1), the student meets their entrance requirements.

F-1 Visa Students

On a case-by-case basis, students with or seeking an F-1 visa designation may be accepted for admission to district schools in grades 9-12 only. Federal immigration law prohibits foreign students from obtaining a F-1 visa to attend public adult or elementary schools (grades K-8).

Individuals seeking to host a foreign student with a F-1 visa must acquire a certified I-20 form through the Office of Student Services.

Before the I-20 is certified by the Office of Student Services, the prospective student must conform payment of tuition to the district with the appropriate amount determined by Fiscal Services.

In determining whether to admit the student, the Superintendent or designee shall consider whether the following conditions exist: (8 CFR 214.3, 22 CFR 41.61)

1. A suitable program exists at the school the student has selected
2. The student's English proficiency is sufficient for successful study at that school
3. Space is available (Board Policy 5116.1)
4. The student has provided proof of financial responsibility

In addition, the student shall also submit evidence that they have been fully immunized in accordance with California law.

A student shall be admitted for a maximum of one year. In addition, a student granted admission under this program shall pay the district the full, unsubsidized per-student cost of attendance at the secondary school. (8 USC 1184)

Legal Reference:

EDUCATION CODE

8050-48054 Nonresidents

UNITED STATES CODE, TITLE 8

1184 Foreign students

CODE OF FEDERAL REGULATIONS, TITLE 8

214.3 Petition for school approval

214.4 Withdrawal of school approval

CODE OF FEDERAL REGULATIONS, TITLE 22

41.61 Students; academic and nonacademic

Management Resources:

CDE LEGAL ADVISORIES

0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: June 26, 1997 Fresno, California

reviewed: June 2001

Fresno Unified Board Policy (BP) 5112.1

Exemptions From Attendance

Each child between the ages of 6 and 18 shall be subject to compulsory full-time education.
(Education Code 48200)

(cf. 5113.1 - Chronic Absence and Truancy)

However, the Superintendent or designee **Board** may grant exemptions from compulsory attendance to students as allowed by law and in the best interest of the student. Exemptions shall not be used to remove a student from the school for **who are** disciplinary **problems** purposes. **Suspension, expulsion, transfer to alternative programs and other administrative measures shall be used with these students.**

(cf. 5111 - Admission)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5112.3 - Student Leave of Absence)

(cf. 5113.2 - Work Permits)

(cf. 5141.22 - Infectious Diseases)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6158 - Independent Study)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

As needed, the Superintendent or designee may require a student or **their** parent/guardian to submit written documentation that the student fulfills one of the conditions specified in law and administrative regulation for which exemption is authorized.

(cf. 5125 - Student Records)

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Legal Reference:

EDUCATION CODE

33190 Affidavit by persons conducting private school instruction

46100-46147 Minimum school day

46170 Minimum school day, continuation education

46113 Minimum schoolday for grades four through eight

48200-48341 Compulsory education law

48400-48**802454** **Compulsory continuation education Attendance at community college**

48800.5 **Petition for enrollment as special full-time student**

49110-49119 Permits to work

49130-49135 Permits to work full time

LABOR CODE

1285-131295-5 Employment of minors, ~~performance of sports attending services~~

1390-1399 Employment of minors

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, ~~Discrimination~~

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

COURT DECISIONS

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 342

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 23, 1993 Fresno, California

revised: October 8, 1998

revised: March 30, 2005

revised: Fall ___, 2021

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 5112.3

Student Leave of Absence

The Governing Board recognizes the importance of regular school attendance in promoting student achievement. However, the Board also recognizes that, in rare circumstances, it may be beneficial for a student to participate in opportunities outside the school which contribute to **their** educational experience.

The Superintendent or designee may grant student leaves of absence for the purpose of supervised travel, study, training, or work not available to the student under another educational option. Such leave may be granted to a student 15 years of age or older in the regular program and to a student age 16-18 in the continuation education program. (Education Code 48232, 48416)

(cf. 6184 - Continuation Education)

No more than one percent of the students enrolled and attending a school shall be granted a leave of absence during any school year. (Education Code 48232, 48416)

When feasible, students shall be encouraged to instead enroll in the district's independent study program to allow for greater contact and coordination with district staff.

(cf. 6158 - Independent Study)

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Legal Reference:

EDUCATION CODE

48232 Leave of absence for students age 15 at time of commencement of leave

48410 Exemption from continuation education

48416 Leave of absence for students age 16 to 18 inclusive

FAMILY CODE

7000-7002 Emancipation of minors law

7050 Purposes for which emancipated minor considered an adult

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: Fall____, 2021 Fresno, California

Policy Section: 5000 Students

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM A-25

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

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

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

Bid 21-04, McLane High School New CTE Digital Media Arts Lab and ROTC Classroom Digital Media Arts Lab, Change Order 4 includes but may not be limited to: repaint wall and conduits; cabinet modifications; new cord reel supports; add grommets in countertops; and credit to delete access road improvements on west side of the building.

Original Contract Amount:	\$	924,723
Change Order(s) previously ratified:	\$	36,826
Change Order 4 presented for ratification:	\$	-13,817
New Purchase Order Amount:	\$	947,732

Bid 21-04, McLane High School New CTE Digital Media Arts Lab and ROTC Classroom ROTC Classroom, Change Order 2 includes but may not be limited to: repaint east wall.

Original Contract Amount:	\$	332,404
Change Order(s) previously ratified:	\$	5,779
Change Order 2 presented for ratification:	\$	629
New Purchase Order Amount:	\$	338,812

Bid 21-05, Hoover High School CTE Digital Media Arts Classroom Improvements Change Orders 1-3 include but may not be limited to: install structural support for storefront glazing system; install furred walls; repair concrete walkways; add ceiling access panel; relocate IDF cabinet and reroute data cables; install new sound walls; remove existing piping in floor and patch concrete; insulate chiller lines in attic; install new wall angle; install heat detectors at attic; add fiber and phone cable to MDF; remove abandoned exposed conduits; and credit for light fixtures not installed, doors not replaced, and all work in the gallery space.

Original Contract Amount:	\$	1,165,000
Change Order(s) previously ratified:	\$	0
Change Orders 1-3 presented for ratification:	\$	7,212
New Purchase Order Amount:	\$	1,172,212

Bid 21-10, Ewing Elementary School Early Learning Buildings and Parking Lot Improvements
Change Order 2 includes but may not be limited to: change cable types for fire alarm system;
remove rail at roof hatch; install MERV-13 filters in HVAC units; and relocate irrigation main line
and backflow preventer.

Original Contract Amount:	\$ 4,189,000
Change Order(s) previously ratified:	\$ 29,213
Change Order 2 presented for ratification:	\$ 8,522
New Purchase Order Amount:	\$ 4,226,735

Bid 21-24, Columbia Elementary School Classroom Building Addition

Change Order 3 includes but may not be limited to: add shutoff valves and lower exsiting water
lines; replace concrete paving at garbage dumpster; and replace deteriorated siding at exsiting
portable building.

Original Contract Amount:	\$ 7,661,507
Change Order(s) previously ratified:	\$ - 43,011
Change Order 3 presented for ratification:	\$ 21,497
New Purchase Order Amount:	\$ 7,639,993

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

FINANCIAL SUMMARY: \$7,841 is available in the Measure X Fund for Bids 21-04 and 21-05; \$8,522
is available in the School Facilities Fund for Bid 21-10; and \$21,497 is available in the Measure M fund
for Bid 21-24.

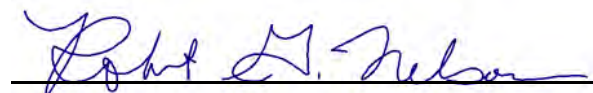
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:







CHANGE ORDER

PROJECT NAME:

New CTE Digital Media Arts Lab
McLane High School
2727 N. Cedar Ave, Fresno CA 93703

CHANGE ORDER No. :**004**

DSA File No. :

10-H8

Application No. :

02-118040**CONTRACTOR :**

Davis Moreno Construction Inc
4720 N. Blythe Ave
Fresno, CA 93722

DESIGNER'S PROJECT No. :

17100

FUSD BID/CONTRACT No. :

21-04 Bid A

CONTRACTOR P.O. No. :

693289A

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

The original Contract Sum was	\$	924,723.00
Net change by previously authorized Change Orders	\$	36,825.98
The Contract Sum prior to this Change Order was	\$	961,548.98
The Contract Sum will be adjusted by	\$	(13,817.57)
The new Contract Sum, including this Change Order will be	\$	947,731.41
The Contract Completion date prior to this Change Order was		1/11/2021
The Contract Time will be adjusted by	(81) Calendar Days	
The new Contract Completion date, including this Change Order is therefore		4/2/2021

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

Recommended by:

Darden Architects, INC.
6790 N West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael K. Fennacy,

Date: 3/23/2021

Accepted by:

Davis Moreno Const., Inc.
4720 N. Blythe Ave
Fresno CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 3/25/21

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/30/2021

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

Item 4-1

DESCRIPTION OF CHANGE:

Provide all labor and materials to paint the west masonry wall, all exposed conduits and pipes in the collaboration room

REASON FOR CHANGE:

Due to excessive amount of exposed conduits, it was not possible to install the tackboard as scheduled

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

SI-014

Amount of this Change Order Item:

Increase \$ 1,774.83

Time adjustment by this Change Order Item:

Increase 0 Day

Item 4-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide cabinet modifications to accommodate new District equipment rack in Sound Room #T8.5

REASON FOR CHANGE:

The new cabinet was designed with a center divider which does not allow for installation of District equipment

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,248.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-3

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to furnish and install new cord reel support brackets in Studio Room #T8.3 and #T8.4.

REASON FOR CHANGE:

The change of the ceiling systems in the studios required a new mounting detail to accommodate the specified cord reels.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI-025

Amount of this Change Order Item:

Increase \$ 982.40

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-4

DESCRIPTION OF CHANGE:

Provide all labor and materials to place four (4) grommets at South Booth counter in Room T8.5

REASON FOR CHANGE:

Grommets were added to the counter to allow cable access to table mounted equipment

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 247.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-5

DESCRIPTION OF CHANGE:

Provide a credit to include all labor and materials to delete the access road improvements on the west side of the building

REASON FOR CHANGE:

Delete access road, sidewalks and concrete landings scope of work previously provided in Addendum No. 4

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-10

Amount of this Change Order Item:

Decrease \$ (18,070.80)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-6

DESCRIPTION OF CHANGE:

Add 81 days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothin in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No completions is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project closeout activities.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 81 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

DECREASE \$ (13,817.57)

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 81 DAYS



CHANGE ORDER

PROJECT NAME:

New CTE Digital Media Arts Lab - ROTC Bid B
McLane High School
2727 N. Cedar Ave, Fresno CA 93703

CHANGE ORDER No. :

002

DSA File No. :

10-H8

Application No. :

02-118040

CONTRACTOR :

Davis Moreno Construction Inc
4720 N. Blythe Ave
Fresno, CA 93722

DESIGNER'S PROJECT No. :

1937

FUSD BID/CONTRACT No. :

21-04 BidB

CONTRACTOR P.O. No. :

093289B

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

The original Contract Sum was	\$ 332,404.00
Net change by previously authorized Change Orders	\$ 5,778.15
The Contract Sum prior to this Change Order was	\$ 338,182.15
The Contract Sum will be adjusted by	\$ 628.10
The new Contract Sum, including this Change Order will be	\$ 338,810.25
The Contract Completion date prior to this Change Order was	1/5/2021
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	1/5/2021

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

Recommended by:

Darden Architects, INC.
6790 N West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael K. Fennacy,

Date: 3/10/2021

Accepted by:

Davis Moreno Const., Inc.
4720 N. Blythe Ave
Fresno CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 3/10/2021

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/30/2021

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Provide all labor, materials necessary to paint the remaining east wall from steel column to door

REASON FOR CHANGE:

The east wall of this classroom did not call for the wall to be finished in which it was omitted from the approved plans

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 628.10

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 628.10

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

Change Order Item Detail

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project: McLane High School Career Technical
Education Classroom Improvements
DSA #: 02-118040

Date: 8/20/2021
Contractor: Davis Moreno Construction Inc.
Architect: Darden Architects
Change Order: Bid 1 - CO #4 / Bid 2 - CO 2

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	Media & Entertainment Classroom	\$ 924,723.00
Base Bid 2:	ROTC Classroom	\$ 332,404.00
Total Agreement Amount:		\$ 1,257,127.00

Contract Adjustments:

Total Contract Amount										\$ 1,257,127.00										
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>													
Media & Entertainment CR																				
CO #001	\$	(6,187.00)	\$	2,128.50	\$	12,768.44	\$	17,320.16	\$	-	\$	26,030.10								
CO #002	\$	(1,859.52)	\$	-	\$	940.78	\$	1,949.21	\$	-	\$	1,030.47								
CO #003	\$	848.82	\$	-	\$	697.40	\$	8,218.68	\$	-	\$	9,764.90								
CO #004	\$	(17,088.40)	\$	-	\$	-	\$	1,496.00	\$	1,774.83	\$	(13,817.57)								
ROTC CR																				
CO #001	\$	720.72	\$	-	\$	-	\$	5,057.43	\$	-	\$	5,778.15								
CO #002	\$	-	\$	-	\$	-	\$	628.10	\$	-	\$	628.10								
Totals:	\$	(23,565.38)	-2%	\$	2,128.50	0%	\$	14,406.62	1%	\$	34,669.58	3%	\$	1,774.83	0%	\$	29,414.15	\$	27,639.32	2.2%
Total Contract Amount with Adjustments																		\$	1,284,766.32	



CHANGE ORDER

PROJECT NAME:

CTE Mod - Arts Media & Entertainment
Herbert Hoover High School
5550 N. First Street, Fresno CA 93710

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-117526**CONTRACTOR :**

Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

DESIGNER'S PROJECT No. :

1791

FUSD BID/CONTRACT No. :

21-05

CONTRACTOR P.O. No. :

693729

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

The original Contract Sum was	\$ 1,165,000.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 1,165,000.00
The Contract Sum will be adjusted by	\$ (24,246.21)
The new Contract Sum, including this Change Order will be	\$ 1,140,753.79
The Contract Completion date prior to this Change Order was	1/24/2021
The Contract Time will be adjusted by	(64) Calendar Days
The new Contract Completion date, including this Change Order is therefore	3/29/2021

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

Recommended by:

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

ARCHITECT/ENGINEER:

By:

Date: 2/25/2021

Accepted by:

Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

CONTRACTOR:

By:

By: Larry Muzny

John Gaudy

Date:

5/18/21

Authorized by:

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

OWNER:

By:

By: Alex Belanger

Date:

07/13/2021

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

Item 1-1

DESCRIPTION OF CHANGE:

Provide a credit for all labor, materials and equipment related to omitting the specified new light fixtures in Bldg N - Room 70 and Bldg G - Room 82. Furnish and install emergency ballast retrofit kit where emergency lights are indicated on plans.

REASON FOR CHANGE:

During the course of construction, the A/E team determined that the existing light fixtures were recently installed and could remain. Emergency lighting ballast kits were required to have existing lights comply with Code Requirements.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

SI-001

Amount of this Change Order Item:

Decrease \$ (18,929.95)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Bldg G - Room 82.A - Install a wood frame trapeze to support the Storefront System specified in the construction documents

REASON FOR CHANGE:

After demolition of the ceiling it was discovered that the existing roof framing was laid out differently than what was shown on the plans. Therefore a trapeze frame was required to support the storefront system.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 2,448.00

Time adjustment by this Change Order Item:

Increase 5 Days

Item 1-3

DESCRIPTION OF CHANGE:

Provide all labor and materials for the installation of 2 furred walls and provide a credit for the deletion of 3 drinking fountains

REASON FOR CHANGE:

Due to the configurations of the existing plumbing in the masonry walls, a furred wall is needed to route the plumbing lines as needed for installation.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

SI-02

Amount of this Change Order Item:

Increase \$ 2,290.20

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Provide a credit for all labor materials and equipment related to omitting demolition and install of three new doors. Existing doors #82A, #82B and #70A shall remain in place, prep as required and paint.

REASON FOR CHANGE:

During construction A/E determined that these doors were in good condition and could remain.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFP-04

Amount of this Change Order Item:

Decrease \$ (1,774.00)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5

DESCRIPTION OF CHANGE:

Provide labor and materials to remove and patch existing concrete walksto conform to ADA accessibility

REASON FOR CHANGE:

The existing concrete walk in front of the new drinking fountains included in the scope of work, the existing slope does not comply with ADA accessibility

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-061

Amount of this Change Order Item:

Increase \$ 17,521.55

Time adjustment by this Change Order Item:

Increase 5 Days

Item 1-6

DESCRIPTION OF CHANGE:

Provide all labor and materials to install a ceiling access panel to have access to all data and communications located above the ceiling

REASON FOR CHANGE:

The ceiling was not accessible for the contractors to get access to data and communication conduits for workability

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI-064

Amount of this Change Order Item:

Increase \$ 2,025.00

Time adjustment by this Change Order Item:

Increase 4 Days

Item 1-7

DESCRIPTION OF CHANGE:

Supply and install data to reconnect data to Library due to relocation of the IDF cabinet

REASON FOR CHANGE:

Contractor demoed the IDF cabinet as shown for relocation in Bldg N, and subsequently it was unknown the Library was tied to this IDF. This required reconnection because the Library was still in use.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 2,954.38

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-8

DESCRIPTION OF CHANGE:

Provide a credit to include labor, materials and equipment for the deletion of the gallery from the scope of work

REASON FOR CHANGE:

After award of contract it was determined the Gallery was not required for the use of this classroom

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-02

Amount of this Change Order Item:

Decrease \$ (62,163.30)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-9

DESCRIPTION OF CHANGE:

Provide all labor and materials as required to adjust the acoustical ceiling in Room 82.2

REASON FOR CHANGE:

The new acoustical ceiling needed to be adjusted due to the existing conduits being too new for Room 82.2

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI-042

Amount of this Change Order Item:

Increase \$ 954.00

Time adjustment by this Change Order Item:

Increase 4 Days

Item 1-10

DESCRIPTION OF CHANGE:

CHANGE ORDER

Provide all labor, materials and equipment as required to insulate the exposed chiller lines and install a new suspended ceiling in Rooms 70.4 & 70.5 in Building N

REASON FOR CHANGE:

There were a number of exposed chiller lines that required to be insulated. In addition there were exposed data wires hanging from the roof rafters that needed to be secured in place.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-003.1

Amount of this Change Order Item:	Increase \$	4,689.73
Time adjustment by this Change Order Item:	Increase	7 Days

Item 1-11

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to bring the existing suspended T-bar ceiling and insulation to current Code requirements

REASON FOR CHANGE:

After removal of the acoustical ceiling tiles it was discovered that the hanger wire and insulation did not meet the California Building Code requirements for safety

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-05

Amount of this Change Order Item:	Increase \$	4,210.58
Time adjustment by this Change Order Item:	Increase	6 Days

Item 1-12

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to saw cut concrete, patch floor after removal of conduits and plumbing lines projecting thru the floor

REASON FOR CHANGE:

During the course of demolition it was discovered a number of electrical conduits and plumbing lines projecting thru the floor. This information was not shown on the construction documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-030

Amount of this Change Order Item:	Increase \$	3,817.25
Time adjustment by this Change Order Item:	Increase	6 Days

Item 1-13

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to frame 4" metal studs to encapsulate the existing wall

CHANGE ORDER

panel

REASON FOR CHANGE:

In Room 70.4 Studio, there were existing panels that were not anchored per Code as discovered when the wall finish was removed. A new stud wall was required to properly secure and hide the exposed conduits

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,876.99

Time adjustment by this Change Order Item:

Increase 6 Days

Item 1-14

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to demo and frame new walls in Room 70.4 and 70.5 for sound

REASON FOR CHANGE:

After demolition it was discovered the wall that would separate the two studios did not go full height and was structurally supported. The walls had to be reframed to the underside of the roof structure for sound control.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 10,921.15

Time adjustment by this Change Order Item:

Increase 7 Days

Item 1-15

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install new electrical drops in the CTE Classroom

REASON FOR CHANGE:

The Gallery was removed from the scope of work which included the electrical drops. The drops are being added back into the scope of work

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-08

Amount of this Change Order Item:

Increase \$ 2,801.84

Time adjustment by this Change Order Item:

Increase 5 Days

Item 1-16

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install a new cabinet and modify existing cabinet in



CHANGE ORDER

Bldgs G & N

REASON FOR CHANGE:

The casework as designed was not designed to accept the AV rack as designed

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-09

Amount of this Change Order Item:

Increase \$ 2,110.37

Time adjustment by this Change Order Item:

Increase 7 Days

Item 1-17

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install new electrical drops in the CTE Classroom

REASON FOR CHANGE:

The Gallery was removed from the scope of work which included the electrical drops. The drops are being added back into the scope of work

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-08

Amount of this Change Order Item:

Increase \$ 2,801.84

Time adjustment by this Change Order Item:

Increase 7 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ -

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

CTE Mod - Arts Media & Entertainment
Herbert Hoover High School
5550 N. First Street, Fresno CA 93710

CHANGE ORDER No. :**002**

DSA File No. :

10-H8

Application No. :

02-117526

CONTRACTOR :

Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

DESIGNER'S PROJECT No. :

1791

FUSD BID/CONTRACT No. :

21-05

CONTRACTOR P.O. No. :

693729

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

The original Contract Sum was	\$ 1,165,000.00
Net change by previously authorized Change Orders	\$ (24,246.21)
The Contract Sum prior to this Change Order was	\$ 1,140,753.79
The Contract Sum will be adjusted by	\$ 28,206.74
The new Contract Sum, including this Change Order will be	\$ 1,168,960.53
The Contract Completion date prior to this Change Order was	3/29/2021
The Contract Time will be adjusted by	(35) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/3/2021

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

Recommended by:

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

ARCHITECT/ENGINEER:By: 

Date: 3/10/2021

Accepted by:

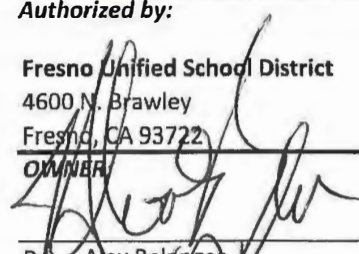
Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

CONTRACTOR:By:  

Date: 5/18/21

Authorized by:

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

OWNER:By: 

Date: 05/15/21

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

Item 2-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to furnish and install approximately 40 feet of new pre-finished angle trim at north east corner of ceiling in Room 70 - Bldg. 'N'.

REASON FOR CHANGE:

The existing ceiling material was damaged prior to construction, a new angle trim was requested to secure the existing ceiling finish and prevent further damage.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Field review & PCO 022

Amount of this Change Order Item:

Increase \$ 1,518.99

Time adjustment by this Change Order Item:

Increase 5 Days

Item 2-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to relocate new HYVAC controls in Room 82.3 - Bldg. 'G'.

REASON FOR CHANGE:

The controls were installed per plans but site staff requested that they be relocated to provide more usable "green wall" space.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Field Review & PCO 023

Amount of this Change Order Item:

Increase \$ 297.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-3

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to furnish and install new heat detectors in the attic spaces of Studio 1 and Studio 2 in Room 70 - Bldg. 'N'.

REASON FOR CHANGE:

A new suspended ceiling system was added to each of the studios, creating an attic space and thereby requiring new heat detectors to be code compliant.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-010

Amount of this Change Order Item:

Increase \$ 1,610.37

Time adjustment by this Change Order Item:

Increase 5 Days

Item 2-4**DESCRIPTION OF CHANGE:**

Provide all labor, materials and equipment as required to replace the existing blower motor in the existing Unit Ventilator, in Room 70-Bldg. 'N'.

REASON FOR CHANGE:

The existing blower motor was burned out and needed replacement.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP-011

Amount of this Change Order Item:

Decrease \$ 1,427.80

Time adjustment by this Change Order Item:

Increase 5 Days

Item 2-5**DESCRIPTION OF CHANGE:**

Provide all labor, materials and equipment as required to furnish and install new IDF cabinet and raceway. Connect new 25 pr. cabling in IDF cabinet and run cables to Admin. from Room 70-Bldg. 'N'.

REASON FOR CHANGE:

District IT department requested a new IDF panel and additional homerun cabling to support existing data and telephone system needs in Bldg. 'N'.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

field review & RFI 067.01

Amount of this Change Order Item:

Decrease \$ 23,352.58

Time adjustment by this Change Order Item:

Increase 20 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 28,206.74

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 35 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

CTE Mod - Arts Media & Entertainment
Herbert Hoover High School
5550 N. First Street, Fresno CA 93710

CHANGE ORDER No. :**003**

DSA File No. :

10-H8

Application No. :

02-117526**CONTRACTOR :**

Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

DESIGNER'S PROJECT No. :**1791****FUSD BID/CONTRACT No. :****21-05****CONTRACTOR P.O. No. :****693729**

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

The original Contract Sum was	\$ 1,165,000.00
Net change by previously authorized Change Orders	\$ 3,960.53
The Contract Sum prior to this Change Order was	\$ 1,168,960.53
The Contract Sum will be adjusted by	\$ 3,251.19
The new Contract Sum, including this Change Order will be	\$ 1,172,211.72
The Contract Completion date prior to this Change Order was	5/3/2021
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/3/2021

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

Recommended by:

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

ARCHITECT/ENGINEER:

By: 

Date: 3/31/2021

Accepted by:

Divcon Inc
2882 Larkin Ave Suite B
Clovis CA 93612

CONTRACTOR:


By: 

Date: 5/18/21

Authorized by:

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

OWNER:

By: 

Date: 05/15/21

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

Item 3-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove all existing abandoned conduits and re-route existing grounding wire at existing transformer in Building 'N'.

REASON FOR CHANGE:

District standard practice is to remove all unused abandoned conduits. The existing transformer grounding was re-routed to and securely anchored to be code compliant.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Field review & PCO 022

Amount of this Change Order Item:

Increase \$ 3,251.19

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 3,251.19

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

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



Project Financial Summary

Facilities Management & Planning

Project: Career Technical Education Classroom Improvements

Hoover High School

DSA #: 02-117526

Date: 07/13/21

Contractor: Divcon Inc.

Architect: Darden Architects

Change Order: 001 - 003

Contract Summary:

Bid Award Amount(s)			
Base Bid A	CTE Classrooms	\$	1,096,000.00
Additive Alternate A-1	Student Gallery	\$	69,000.00
Total Agreement Amount:		\$	1,165,000.00

Contract Adjustments:

Total Contract Amount		\$ 1,165,000.00	
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>
		<u>Designer E & O</u>	<u>District/Designer</u>
			<u>Total</u>
Media & Entertainment CR			
CO #001	\$ (59,361.46)	\$ -	\$ 12,548.57
CO #002	\$ 3,335.17	\$ -	\$ -
CO #003	\$ -	\$ -	\$ 3,251.19
CO #004	\$ -	\$ -	\$ -
Totals:	\$ (56,026.29) -5%	\$ - 0%	\$ 15,799.76 1%
		\$ 44,789.62 4%	\$ 2,648.63 0%
Total Contract Amount with Adjustments		\$	7,211.72 0.6%
		\$	1,172,211.72



CHANGE ORDER

PROJECT NAME:

New K Building at Ewing Elementary School
4873 East Olive Ave.
Fresno, CA 93727

CHANGE ORDER No. :**002**

DSA File No. :

10-48

Application No. :

02-117886**CONTRACTOR :**

Divcon Incorporated
2882 Larkin Ave. Suite. B
Clovis, CA 93612

DESIGNER'S PROJECT No. :**1711****FUSD BID/CONTRACT No. :****21-10****CONTRACTOR P.O. No. :****696158**

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

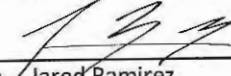
The original Contract Sum was	\$ 4,189,000.00
Net change by previously authorized Change Orders	\$ 29,212.64
The Contract Sum prior to this Change Order was	\$ 4,218,212.64
The Contract Sum will be adjusted by	\$ 8,521.68
The new Contract Sum, including this Change Order will be	\$ 4,226,734.32
The Contract Completion date prior to this Change Order was	16-Dec-21
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	16-Dec-21

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

Recommended by:

TAM+CZ Architects, INC.
5650 N. Fresno St. #110
Fresno, CA 93710

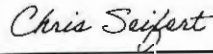
ARCHITECT/ENGINEER:


By: Jared Ramirez

Date: 08/23/2021**Accepted by:**

Divcon Incorporated
2882 Larkin Ave. Suite. B
Clovis, CA 93612

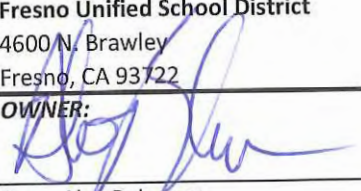
CONTRACTOR:


By: ~~John Gandy~~ Chris Seifert

Date: 08/23/2021**Authorized by:**

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

OWNER:


By: Alex Belanger

Date: 08/26/2021

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Replace existing Fire Alarm Cable Schedule with schedule per attached drawing.

REASON FOR CHANGE:

Fire alarm cabling was misidentified in the contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

MOC 001

Amount of this Change Order Item:

Increase \$ 882.97

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Remove railing near roof hatch on Bldg K-1. "EZ-Up" post at roof ladder to remain.

REASON FOR CHANGE:

Railing near Bldg K-1 deleted for increased serviceability of roof membrane and to provide unobstructed access to roof hatch.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ (578.78)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-3

DESCRIPTION OF CHANGE:

Provide MERV 13 rated filters in lieu of MERV 8 filters at HVAC units.

REASON FOR CHANGE:

Increased indoor air quality standards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,325.64

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***

CHANGE ORDER

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

Item 2-4

DESCRIPTION OF CHANGE:

Remove and relocate existing irrigation backflow preventer and meter. Salvage and install backflow with gate valves. Cap existing irrigation mainline to backflow.

REASON FOR CHANGE:

Existing backflow preventer relocated for access and service per City of Fresno standards.

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE:

RFI 007, OTP 007

Amount of this Change Order Item:

Increase \$ 6,891.85

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 8,521.68

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project: Ewing ES Early Learning Building & Parking
Lot Improvements

DSA #: 02-117886

Date: 8/26/2021
Contractor: Divcon Incorporated
Architect: TAM+CZ
Change Order: 002

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Ewing Elementary School Early Learning Buildings Construction and Parking Lot Improvements	\$ 4,189,000.00
Total Agreement Amount:		<u>\$ 4,189,000.00</u>

Contract Adjustments:

Total Contract Amount						\$ 4,189,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>
CO #001	\$ -	\$ -	\$ 29,212.64	\$ -	\$ -	\$ 29,212.64
CO #002	\$ 1,325.64	\$ 6,891.85	\$ -	\$ 882.97	\$ (578.78)	\$ 8,521.68
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 1,325.64 0%	\$ 6,891.85 0%	\$ 29,212.64 1%	\$ 882.97 0%	\$ (578.78) 0%	\$ 37,734.32
Total Contract Amount with Adjustments						<u>\$ 4,227,313.10</u> 0.9%



CHANGE ORDER

PROJECT NAME:

Columbia Elementary School - Classroom Building Addition
1025 S. Trinity St.
Fresno CA 93706

CHANGE ORDER No. :**003**

DSA File No. :

10-H8

Application No. :

02-117287

CONTRACTOR :

Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno, CA 93720

DESIGNER'S PROJECT No. :

1813

FUSD BID/CONTRACT No. :

21-24

CONTRACTOR P.O. No. :

697486

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

The original Contract Sum was	\$7,661,507.00
Net change by previously authorized Change Orders	\$ (43,011.04)
The Contract Sum prior to this Change Order was	\$ 7,618,495.96
The Contract Sum will be adjusted by	\$ 21,496.85
The new Contract Sum, including this Change Order will be	\$ 7,639,992.81
The Contract Completion date prior to this Change Order was	5/19/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/19/2022

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

Recommended by:

Darden Architects, Inc. 6790
West Ave. Fresno, CA
93711

ARCHITECT/ENGINEER:

By: Antonio J. Avila

Date: 8/13/2021

Accepted by:

Davis Moreno Const. Inc.
4720 N. Blythe
Fresno, CA 93722

CONTRACTOR:

By: R. Moreno

Date: 8-13-21

Authorized by:

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

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 08/18/21



CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to install shut off valve on the existing domestic water line feeding portable classrooms

REASON FOR CHANGE:

Shut off valve for domestic water line to existing portable classrooms required for maintenance

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 018, COR 024 & RFP 007

Amount of this Change Order Item:

Increase \$ 1,114.30

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove and replace concrete at trash dumpster area

REASON FOR CHANGE:

Replacement of failing concrete at trash dumpster yard necessary for new work tie in.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

COIR 019 & COR 022

Amount of this Change Order Item:

Increase \$ 15,520.34

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 3-3

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove and replace damaged plywood siding on existing portable classroom #22

REASON FOR CHANGE:

Repair of damaged siding necessary for new electrical and low voltage systems to existing classroom

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

COIR 020 & COR 024

Amount of this Change Order Item:

Increase \$ 2,258.08

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-4

DESCRIPTION OF CHANGE:

Lower existing domestic water and irrigation lines under existing sidewalk

REASON FOR CHANGE:

Existing water and irrigation lines found directly under sidewalk. Relocation necessary for sidewalk patchback

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 021 & COR 025

Amount of this Change Order Item:

Increase \$ 2,604.13

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 21,496.85

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: Columbia Elementary School
Classroom Building Addition

DSA #: 02-117287

BID #: 21-24

Date: 08/17/21

Contractor: Davis Moreno Construction

Architect: Darden Architects, Inc.

Change Order: #003

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Columbia ES Classroom Building Addition	\$ 7,297,000.00
Additive Alternate 1:	BlockWall Installation along A Street & Stanislaus	\$ 222,156.00
Additive Alternate 2:	Accessible Sinks and Related Utilities in Portables	\$ 142,351.00
Total Agreement Amount:		\$ 7,661,507.00

Contract Adjustments:

Total Contract Amount								\$ 7,661,507.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ (59,230.89)	\$ -	\$ 6,808.95	\$ -	\$ 3,770.00	\$ (48,651.94)		
CO #002	\$ (635.58)	\$ -	\$ 5,345.88	\$ -	\$ 930.60	\$ 5,640.90		
CO #003	\$ 17,778.42	\$ -	\$ 3,718.43	\$ -	\$ -	\$ 21,496.85		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ (42,088.05) -1%	\$ - 0%	\$ 15,873.26 0%	\$ - 0%	\$ 4,700.60 0%	\$ (21,514.19)	\$ (26,214.79) -0.3%	
Total Contract Amount with Adjustments								\$ 7,635,292.21

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM B-26

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss and Adopt

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

TITLE AND SUBJECT: Discuss and Adopt the Fresno Unified School District's Elementary and Secondary Emergency Relief Expenditure Plan

ITEM DESCRIPTION: Included in the Board binders is a copy of the Fresno Unified School District Elementary and Secondary Emergency Relief (ESSER III) Expenditure Plan. Staff will present and the Board of Education will discuss and adopt the plan.

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 will receive \$387 million in one-time ESSER III Federal funding. An expenditure plan must be created and adopted by the district no later than October 29, 2021.

To better understand student needs now that students have largely returned to in-person learning, staff created several opportunities for the community to engage in a discussion regarding the needs of students as they return to school. On September 15, 2021 staff presented and discussed with the Board input received from various stakeholders. Staff launched the draft plan online October 08, 2021 and presented the draft plan to the Board on October 13, 2021.

A copy of the draft plan has been available online since October 08, 2021 at:

[ESSER III - Elementary and Secondary School Emergency Relief Act](#)

FINANCIAL SUMMARY: Funding for planned investments is available through the Elementary and Secondary School Relief (ESSER III) Act.

PREPARED BY: Tammy Townsend
Executive Officer

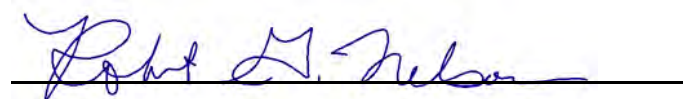


DIVISION: Administrative Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fresno Unified School District	Robert Nelson, Superintendent	Bob.Nelson@fresnounified.org (559) 457-3882

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Fresno Unified School District LCAP, 2021/22	https://stafed.fresnounified.org/lcap/
Learning Continuity and Attendance Plan	https://stafed.fresnounified.org/wp-content/uploads/LearningContinuityPlan-State-Template-DRAFT-5-Adoption-English-1.pdf
Expanded Learning Opportunities Grant Plan	https://stafed.fresnounified.org/wp-content/uploads/EXPANDED-LEARNING-OPPORTUNITIES-GRANT-ELO-.pdf

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$ 388,088,796

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$ 92,088,796
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$ 109,000,000
Use of Any Remaining Funds	\$ 187,000,000

Total ESSER III funds included in this plan

\$ 388,088,796

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Fresno Unified School District undertook an extensive outreach effort from November 2020 to February 2021 to better understand the preferences of parents, teachers, staff and students; and more specifically how the needs of students were evolving during the pandemic. An element of that outreach was the District's Local Control and Accountability Plan (LCAP) Survey, which had 5,452 participants. The survey, which closed in February of 2021, was a tool used to gather input from students, teachers, parents,

community members, and the public to better understand priorities for supporting students. In anticipation of funding for learning recovery, the district's LCAP survey specifically asked the question, "Given that students have been distance learning for some time, what unique needs do you feel that students will have when they return to campus?" The district received 4,691 responses to that question. The following is a ranked summary of top themes from this question:

- Allow students time to reconnect with peers and adjust to school
- Instructional day and time preferences
- Supports for students coping with anxiety
- Tutoring, summer school or small group supports
- Technology use
- Build social skills
- Safety precautions, including wearing masks and social distancing
- Target supports for students experiencing learning loss

By summer of 2021, plan requirements around new Federal ESSER III funds were made available to school districts. While the district had received extensive input from stakeholders in early spring, students were still in the midst of distance learning at that time. After consideration about the information and insights available now that students are back in school full time, staff determined that more outreach and engagement was necessary to better understand the current needs of students. With a relatively short timeline to draft the ESSER III Expenditure Plan, the district created an abbreviated engagement strategy incorporating the assistance of internal and external partners to get a picture of current student needs.

<u>Participating Group</u>	<u>Targeted Audience</u>	<u>Date</u>
Back to School Saturday Family Faire	Families	August 07, 2021
Community Based Organizations*	Organizations that serve underserved students*	August 13, 2021
Go Fresno Public Schools	Families	August 23, 2021
DELAC	Families	August 19, 2021
Fresno Rescue Mission	Organization that serves underserved families	August 24, 2021
Special Education Administrators	Special Education Administrators	August 25, 2021
Fresno EOC	Organization that serves underserved families	August 30, 2021

Final ESSER III Plan

Foster Youth Student Voice	Foster / Homeless Students	August 31, 2021
School Administrator Newsletter	Site Administrators	September 9, 2021
Social Media Blast W/ Video (Twice)	Fresno Unified Community	August / September
Community ThoughtExchange	Families, Students, Teachers, Administrators	August / September

739 participants, shared 1,092 thoughts and provided 17,833 ratings

** Underserved students are students who are low-income; English learners; Students of color; Students who are foster youth; Homeless students; Students with disabilities; and Migratory students.*

**Organizations included: Fresno Housing Authority, Focus Forward, United Way Fresno-Madera, Boys and Girls Club, CASA, Centro La Familia, Community Justice Center, Easter Seals, Every Neighborhood Partnership, Exceptional Parents Unlimited, Family Healing Center, FCSS (Foster Youth), FCSS (Health Services), FIRM Inc, Fresno American Indian Health Project, Fresno Barrios Unidos, Fresno Center, Fresno GROWS Maternal Wellness Innovation Hub, GO Public Schools, Hands on Central California, Jakara Movement, Jane Addams EDC, Live Again Fresno, Marjaree Mason Center, PIQE, Reading and Beyond, Resources for Independent Living, RIME Magic / TCM, Success together, The Children's Movement, Valley Center for the Blind, West Fresno Family Resource Center, Youth Leadership Institute, Big Brothers/Big Sisters, Central Valley Urban Institute, Department of Social Services, Cultiva La Salud*

Feedback from engagement efforts was compiled and shared with district leaders the week of September 6, 2021. A presentation, including feedback from the community, was made to the Board of Education on September 15, 2021. The full presentation is available at [20210915-0-Agenda-Support-Material-DRAFT-1.pdf \(fresnounified.org\)](#). On October 8, 2021 a draft plan was made available online at <https://stafed.fresnounified.org/lcap/>. A presentation on the first draft was made to the Board of Education on October 13, 2021 <https://board.fresnounified.org/wp-content/uploads/20211013-0-Agenda-and-Support-Material-3.pdf> and on October 27, 2021 the Board of Education adopted the plan.

A description of how the development of the plan was influenced by community input.

Input from staff, students, parents, and community members was shared with both district leaders and with the Board of Education. During those discussions, it was noted that new investments funded by other one-time resources received in the 2020/21 school year were currently being implemented but not necessarily apparent to all stakeholders by August of 2021. Examples of new investments already approved by the Board in June of 2021 and in various phases of implementation include additional school site allocations, an additional Teacher on Special Assignment to support the African American Academic Acceleration literacy program, additional nursing staff and health technology, investments for cultural proficiency, the final of three phased in new investments for students with disabilities, additional psychologists, supports for visual and performing arts, and a wellness coordinator for nutrition services. These investments align to input received about mental health supports, academic supports for specific student groups, health supports and COVID protocols.

In August 2021, new engagement efforts highlighted evolving student and staff needs around additional classroom staff, facility upgrades, mental health supports, sanitization, COVID protocols, technology, academic supports, and better school lunches. Planned investments utilizing ESSER III funding include additional daily instructional time, expanded learning times after school and during summer and winter breaks, investments to support physical and mental health, investments to engage staff and students, classroom supports, and professional learning / teacher development investments. These recommended actions were informed by input and feedback received from the Local Control and Accountability Plan of parents, students, teachers, principals, administrators, labor partners, and the Board of Education.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$ 92,088,796

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Expanded Learning Opportunities Grant – Page 4 Learning Continuity and Attendance Plan – Page 38	#1 - Additional Planning & Student Engagement Time	Additional time throughout the school year for teachers to plan for the return of students and for students to re-engage with individual school communities.	\$ 31,088,796

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Expanded Learning Opportunities Grant – Page 8 Learning Continuity and Attendance Plan – Page 29	#2 - Student Supports	Student supports as necessary to meet evolving student needs. Analysis of individual student groups will identify needs and investments will be implemented as necessary to address. Examples of planned investments include additional student books and reading materials, employability skills or other beneficial contracts, and art residency or other expanded learning opportunities for students.	\$ 18,000,000
Local Control and Accountability Plan (LCAP) – Page 253 Learning Continuity and Attendance Plan – Page 11	#3 - Health Services Support	Cleaning and sanitation supplies, medical supplies, personal protective equipment. Investments in Health Services to better support students and staff as well as to respond to contact tracing, testing and the overall impact of the pandemic. The creation of wellness and testing hubs will specialize in deploying critical and supplemental services districtwide.	\$ 17,000,000
Expanded Learning Opportunities Grant – Page 8 Learning Continuity and Attendance Plan – Pages 37-38 Local Control and Accountability Plan (LCAP) – Page 254, 291-298	#4 - Social Emotional / Mental Health Supports	Additional positions or partnerships will be added to focus on social emotional and mental health supports for students and families.	\$ 26,000,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$ 109,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Expanded Learning Opportunities Grant – Page 8 Learning Continuity and Attendance Plan – Pages 28 Local Control and Accountability Plan (LCAP) – Page 172-175	#5 - Additional Instructional Time (all grade levels)	<p>Building upon the investment from the Expanded Learning Opportunity Grant and the Local Control and Accountability Plan, thirty additional minutes of increased instructional time to all students, at all grade levels in Semester 1; and targeted support to some students in Semester 2 of the 2021/22 school year. This action will provide additional learning time for students and create better access for students in order to meet their needs after virtual learning. Additional time is determined based on the district's collective bargaining process.</p> <ul style="list-style-type: none">• Targeting unfinished learning in Literacy and Mathematics• Additional time for students with their teacher to help account for synchronous instructional time lost in 2020/21.• Providing intervention for students needing additional support• Provide time to connect with students around social emotional supports following five quarters of not being in space together with peers <p>Accelerate first level daily instruction versus remediation. Rigorous instruction gives all students more access to learn</p>	\$ 42,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
<p>Expanded Learning Opportunities Grant – Page 8</p> <p>Local Control and Accountability Plan (LCAP) – Page 233-235</p>	#6 - Expanded Summer & Winter Learning	To provide additional learning opportunities for students from K-12 to learn and engage outside of the regular calendar year. At the elementary and middle school level, the additional opportunities provided to students will have an intentional focus on literacy, math and enrichment. At the high school level, students are provided with credit recovery opportunities to help meet graduation and/or A-G college entrance requirements.	\$ 14,000,000
<p>Expanded Learning Opportunities Grant – Page 8</p> <p>Learning Continuity and Attendance Plan – Pages 29</p> <p>Local Control and Accountability Plan (LCAP) – Page 232-233</p>	#7 - Expanded After School Programs	Expand after school opportunities with the goal of eliminating waitlists and reducing costs for families associated with after school care.	\$ 21,000,000
Expanded Learning Opportunities Grant – Page 8	#8 - Alternative Learning	The need to provide an option for families who choose to keep students at home has necessitated the creation of an E-Learn Academy in kindergarten through twelfth grade. The goal of E-Learn is to provide students a rigorous academic program that aligns with state	\$ 32,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Local Control and Accountability Plan (LCAP) – Page 216-225		standards and ensures that students stay on track to graduate.	

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$ 187,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Local Control and Accountability Plan (LCAP) – Page 186-187, 333	#9 - Math & Literacy Class Size Supports	Fresno Unified will proactively target supports for elementary math and literacy by adding additional teaching positions to reduce class size. In addition to focusing these supports on elementary education, the district will add staff to promote ninth grade literacy.	\$ 22,000,000
Expanded Learning Opportunities Grant – Page 8	#10 - Credit Recovery	To support targeted student groups and areas of focus based on student need, additional supports (including, but not limited to adding credit recovery sections) will be added at high schools to assist students to stay on track for graduation	\$ 17,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Local Control and Accountability Plan (LCAP) – Page 216, 227, 234, 329, 333			
<p>Expanded Learning Opportunities Grant – Page 2, 5, 7</p> <p>Learning Continuity and Attendance Plan – Pages 28, 22</p> <p>Local Control and Accountability Plan (LCAP) – Page 175 – 176, 192-198, 199-200, 235-243, 277-282</p>	#11 - Student Group Support	<p>Address the needs of students by focusing efforts in pivotal areas. Supports will be provided as needs are identified. Examples include the following:</p> <p><u>African American students</u> - Address the academic needs of African American (AA) students by implementing strategic elementary and middle school reading programs. Moreover, added reading program elements will provide a whole-child approach to teaching and student supports.</p> <p><u>English learners</u> - To support English Learners, the district will invest in added mentoring opportunities, tutoring and translation support.</p> <p><u>Early learners</u> - The district's early learners will have additional summer programs and will receive a learning kit designed to provide engaging reading and learning activities at home</p>	\$ 30,000,000
Expanded Learning Opportunities Grant – Page 8	#12 - Voluntary Professional Learning Summits	Optional days for teachers to participate in professional learning opportunities	\$ 7,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Learning Continuity and Attendance Plan – Page 22 Local Control and Accountability Plan (LCAP) – Page 251			
Learning Continuity and Attendance Plan – Page 28 Local Control and Accountability Plan (LCAP) – Page 251-252	#13 - Curriculum & Instruction Supports	Digital platforms or other supports to enhance the teaching and learning environment. An example is Tutor.com which is an online platform intended to assist student learning and promote learning beyond the classroom	\$ 24,000,000
Local Control and Accountability Plan (LCAP) – Page 251-252	#14 - Teacher Development Supports	A three-pronged approach of improving the teacher pipeline, expanding new teacher, and existing teacher supports thru coaching and leadership opportunities.	\$ 31,000,000
Learning Continuity and	#15 – Facility and Technology Enhancements	Investments to ensure ongoing access to a high-quality teaching and learning environment for students and staff. Possible investments could assist to bridge the digital divide by ensuring access to high quality internet access	\$ 50,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Attendance Plan – Page 22 Local Control and Accountability Plan (LCAP) – Page 258-261		for families. Other possible investments would promote safe, healthy and engaging school environments by investing in school facilities.	
Expanded Learning Opportunities Grant – Page 8 Learning Continuity and Attendance Plan – Pages 38-39 Local Control and Accountability Plan (LCAP) – Page 176	#16 - School Enrichment Opportunities	Fresno Unified School District will support middle and high school students by encouraging students to expand their exposure to post-secondary opportunities they consider. To facilitate this goal, the district will provide free enrichment activities for students.	\$ 6,000,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
#1 - Additional Planning & Student Engagement Time	<ul style="list-style-type: none"> Student achievement in English language arts and mathematics will increase in I-Ready scores for grades K-12 Teacher professional learning, lesson plans, and common formative assessments 	<ul style="list-style-type: none"> i-Ready assessments (three times a year) After each buyback day- for 2021/22 September 20, January 10, and March 21
#2 - Student Supports	<ul style="list-style-type: none"> Student achievement in English Language Arts and mathematics will increase in I-Ready scores for grades K-12 	<ul style="list-style-type: none"> i-Ready assessments (three times a year)
#3 - Health Services Support	<ul style="list-style-type: none"> Weekly health and safety check ins with administrators and health service staff for feedback. Stability of staffing levels and the number of tests administered will also serve as a indicators of the district’s response support. 	<ul style="list-style-type: none"> Weekly meetings Monitoring of district students and staff wellness on the COVID Dashboard
#4 - Social Emotional / Mental Health Supports	<ul style="list-style-type: none"> Climate culture surveys distributed to students and parents Student behavior and attendance data tracking Social emotional and mental health service intervention tracking 	<ul style="list-style-type: none"> Climate Culture Survey (two times a year) Behavior and Attendance data (Quarterly) Social emotional and mental health service intervention tracking (Quarterly)
#5 - Additional Instructional Time (all grade levels)	<ul style="list-style-type: none"> Number and percent of students who move from below grade level at iReady d1 to on/above grade level d3 	<ul style="list-style-type: none"> Annually

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	<ul style="list-style-type: none"> • % of students who make growth on iReady. 	
#6 - Expanded Summer & Winter Learning	<ul style="list-style-type: none"> • Attendance will be collected for all students participating in the expanded summer and winter learning opportunities. • For elementary and middle school, students will take pre and post assessments to measure growth in literacy and math. • For high school, student progress will be monitored through completion of credit recovery coursework and attainment of credits. 	<ul style="list-style-type: none"> • Attendance will be taken daily during the expanded summer and winter learning program. • For elementary and middle school, students will take a pretest at the start of the program and will take a posttest towards the end of the program. • For high school, student progress is monitored by teacher through the Edgenuity credit recovery system daily. Attainment of credits will take place upon student completion of course. This occurs every time the student completes a credit recovery course and may occur more than once if student is able to complete more than one course during the Expanded Summer and Winter Learning program.
#7 - Expanded After School Programs	<ul style="list-style-type: none"> • Attendance will be collected for all students participating in the After School Program. • Enrollment data will be collected and tracked. • Ten elementary sites will be selected to pilot after school literacy program in the After School Program. Students will take pre and post assessments to measure growth in literacy. 	<ul style="list-style-type: none"> • Attendance and enrollment data will be collected daily in the Expanded After School Program. • For the ten elementary sites that will pilot a literacy program in the Expanded After School Program, students will take a pretest at the start of the program and will take a posttest towards the end of the program.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
#8 - Alternative Learning	<ul style="list-style-type: none"> • Student enrollment at E-Learn Academy • Student Independent Study Master Agreements followed by Assignment Contracts • Student achievement, graduation rates, and attendance 	<ul style="list-style-type: none"> • Daily Monitoring of student enrollment and attendance • One-time audit of Master Agreements by October 15, 2021 • Student achievement will be monitored 3 times a year during local and state assessments • Graduation rates will be examined annually • Attendance rates will be examined daily
#9 - Math & Literacy Class Size Supports	<ul style="list-style-type: none"> • Monitor of class size (Grade 9 ELA), K-3 average 	<ul style="list-style-type: none"> • At the beginning of each semester
#10 – Credit Recovery	<ul style="list-style-type: none"> • Number of students participating • Number of credits earned through credit recovery sections 	<ul style="list-style-type: none"> • Quarterly
#11 - Student Group Support	<ul style="list-style-type: none"> • Individual student group performance is monitored during analysis of all key performance measurements. • Early Learning summer program's progress will be monitored by utilizing an assessment tool that will measure pre and post academic and developmental growth. • Learning kits are a home extension of the classroom learning opportunity. Progress will be monitored through a system of tracking the delivery of kits to ensure every child receives one. 	<ul style="list-style-type: none"> • Periodic points during programming and quarterly throughout the academic year. • Early Learning progress monitoring will be at the beginning of the summer program as well as post-program participation. • Learning kit progress will be monitored on an ongoing basis until all children enrolled in early learning summer programs have received a learning kit.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
#12 Voluntary Professional Learning Summits	<ul style="list-style-type: none"> • Pre and post surveys include addressing any follow up requests from teachers • Teachers are trained in literacy, math, science, and history content areas. • Student local and state assessments will be used to evaluate student progress 	<ul style="list-style-type: none"> • Twice a year at each Professional Learning Summit teachers, learning will be assessed using surveys. • Student local and state assessment data by area of Professional Learning session
#13 - Curriculum & Instruction Supports	<ul style="list-style-type: none"> • Monitor digital platform usage by examining analytics on programs such as Nearpod, Sora, tutor.com etc. to examine teacher access and usage • Monitor technology usage and supports using the Instructional Practice Guide on admin instructive classroom walks. • Use of local and state assessments to monitor student achievement 	<ul style="list-style-type: none"> • Analytics on programs such as Nearpod, Sora, Tutor.com etc. will be used to examined quarterly • Local and state assessment results to be examined at time of assessment. Some are once a year; others are three times a year.
#14 - Teacher Development Supports	<ul style="list-style-type: none"> • Diversity of recruitment with the Pipeline • Hiring fill rate of Pipeline participants • Professional Learning Offerings, satisfaction and student achievement in ELA and Math • New Teacher/Turnover Rates 	<ul style="list-style-type: none"> • Monthly • Each semester • Monthly • Yearly
#15 – Facility and Technology Enhancements	<ul style="list-style-type: none"> • Facility Projects will be assigned, and progress will be monitored utilizing standard evaluation methods and agreed upon timelines • Student and staff access and usage of technology will be monitored 	<ul style="list-style-type: none"> • Ongoing
#16 - Middle School & High School Enrichment Opportunities	<ul style="list-style-type: none"> • # of students enrolled at each school in enrichment activities and credit recovery courses. • Daily and weekly attendance in enrichment courses and credit recovery 	<ul style="list-style-type: none"> • Quarterly monitoring of the # of students enrolled in enrichment activities and credit recovery courses. • Quarterly progress monitoring for # of students enrolled and daily/weekly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	<ul style="list-style-type: none"> Monitoring by teachers and site administration of student progress in Edgenuity coursework. Teachers will print and turn in report to their site administration which provides a progress in the 0 and 7th period courses they teach. Student interests' surveys which will include feedback on their satisfaction with enrichment courses and input on other courses they'd like to see offered 	<p>attendance in enrichment and credit recovery courses.</p> <ul style="list-style-type: none"> Weekly/Quarterly progress monitoring on Edgenuity coursework for all students enrolled in credit recovery 0 and 7th period courses. Quarterly monitoring of student interest surveys for enrichment courses.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
 - For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;

- Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
- Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;

- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant

insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and

- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021



Fresno Unified
School District



Discuss and Adopt ESSER III Expenditure Plan

Board of Education
October 27, 2021

Topics:

- Summarizing ESSER III (*Elementary and Secondary Emergency Relief Funds*)
- Summary of Planned Updates
- Planning and Engagement Timeline
- Next steps



Summarizing ESSER III *(Elementary and Secondary Emergency Relief Funds)*

- Funding: \$388 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



Adjustments to ESSER III Plan Based Upon Feedback

Feedback from Fresno County Superintendent of Schools, Community Partners, and Board of Education

- Clarified specific dollar (not rounded) budgeted expenditures
- Expanded descriptions of engagement
- Added specificity to the frequency of progress monitoring
- Enhanced the descriptions of actions:
 - More descriptive links and references to other plans

ESSER III Planning and Engagement Timeline

Draft ESSER III Plan online:

<https://stafed.fresnounified.org/esser-iii-thoughtexchange-stateholder-input-result/>

District sought input
on student needs

August

Staff presented and
BOE discussed input

September 15

Draft ESSER III Plan
Posted online

October 8

Draft ESSER III Plan
Presented to the Board

October 13

Draft ESSER III Plan Presented
to the Board for adoption

October 27



Fresno Unified School District

Achieving our Greatest Potential!

Next Steps

- **October 29, 2021** – Submit the Expenditure Plan to Fresno County Superintendent of Schools
- **December 24, 2021** – Fresno Unified must update the district's Safe Return to School Plan
- **ESSER III plan** is a living document and may be updated as needed by the district without the governing board or COE approval.



Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM B-27

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss and Adopt

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

TITLE AND SUBJECT: Present and Discuss Redistricting of Trustee Areas within Fresno Unified School District and Adopt Criteria for Preparation of Alternative Draft Redistricting Plans

ITEM DESCRIPTION: The purpose of this presentation is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District given the 2020 Census. The Board will receive an update regarding any impact from adjustments to the data and allow the Board to receive further public input and additional testimony regarding appropriate criteria. Finally, the Board will adopt criteria and provide instructions for the preparation of alternative draft redistricting plans.

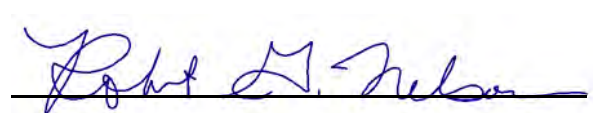
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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 Redistricting

October 27, 2021

Dr. Jeff Tilton, Senior Consultant
National Demographics Corporation

Redistricting Process

Step	Description
Census Data Releases	<ul style="list-style-type: none">• Census Bureau releases official 2020 Census population data – Aug. 12• California’s official ‘prisoner-adjusted’ 2020 redistricting data – Sept. 21, 27
Public Hearing September 15, 2021	<ul style="list-style-type: none">• Educate, solicit input on the communities in the Trustee Areas
Public Hearing October 27, 2021	<ul style="list-style-type: none">• Educate, solicit input on the communities in the Trustee Areas
Public Hearing November 17, 2021	<ul style="list-style-type: none">• Discuss, revise draft map(s), if necessary;• Discuss election sequencing
Public Hearing January 12, 2022	<ul style="list-style-type: none">• Discuss, determine final map• Discuss, determine election sequencing

Redistricting Rules and Goals

Federal Laws

- ☐ Equal Population
- ☐ Federal Voting Rights Act
- ☐ No Racial Gerrymandering



California Criteria

- ☐ Geographically contiguous
- ☐ Undivided neighborhoods and “communities of interest”
- ☐ Easily identifiable boundaries
- ☐ Compact

Prohibited: “Shall not favor or discriminate against a political party.”

3. Other Traditional Redistricting Principles

- ☐ Minimize voters shifted to different election years
- ☐ Respect voters’ choices / continuity in office
- ☐ Future population growth
- ☐ Preserving the core of existing districts

2020 Census

	1	2	3	4	5	6	7
2020 Census	53,847	54,883	58,034	56,529	57,008	57,954	59,972
Difference	-3,043	-2,007	1,144	-361	118	1,064	3,082
Difference %	-5.35%	-3.53%	2.01%	-0.63%	0.21%	1.87%	5.42%

Ideal: 56,890 | Deviation: 10.77%

	1	2	3	4	5	6	7	Total
Hispanic	68.46%	74.32%	58.14%	58.98%	58.51%	45.48%	33.91%	56.45%
NH White	9.70%	7.07%	11.75%	19.57%	22.25%	31.22%	46.79%	21.55%
NH Black	12.44%	5.12%	7.28%	6.91%	9.67%	7.59%	6.17%	7.85%
NH Asian	6.68%	11.52%	20.57%	11.37%	6.13%	11.70%	9.74%	11.15%

CVAP	1	2	3	4	5	6	7	Total
Hispanic	59.62%	66.19%	46.11%	49.14%	45.59%	37.75%	25.63%	44.81%
NH White	15.72%	12.38%	21.56%	31.20%	33.96%	44.56%	58.14%	33.97%
NH Black	16.85%	5.88%	8.61%	8.79%	13.21%	5.92%	6.83%	9.25%
NH Asian	6.58%	14.30%	22.59%	9.22%	5.98%	9.99%	8.23%	10.60%

Defining Neighborhoods

1st Question: What is your neighborhood?

2nd Question: What are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



Beyond Neighborhoods: Defining Communities of Interest

1st Question: What defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by county/city/school policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Public Mapping and Map Review Tools

- Different tools for different purposes
- Different tools for different levels of technical skill and interest
 - Simple “review draft maps” tool
 - Easy-to-use “Draw your neighborhood” tool
 - Paper- and Excel-based simple “Draw a draft map” tools
 - Powerful, data-rich “Draw a draft map” tool
 - **NEW OPTION:** Submit using your own mapping software

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

Simple Map Review Tool

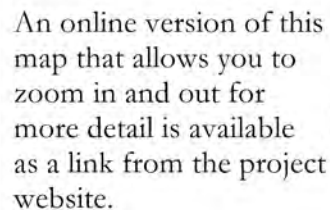
Online Interactive Review Map

- ESRI's “ArcGIS Online” – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of “community of interest” and other data
- Example: City of Fresno



Paper “Public Participation Kit”

- 



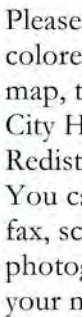
“Public Participation Kit”

- # Fresno Redistricting 2021

Population Unit by ID Number

Name:

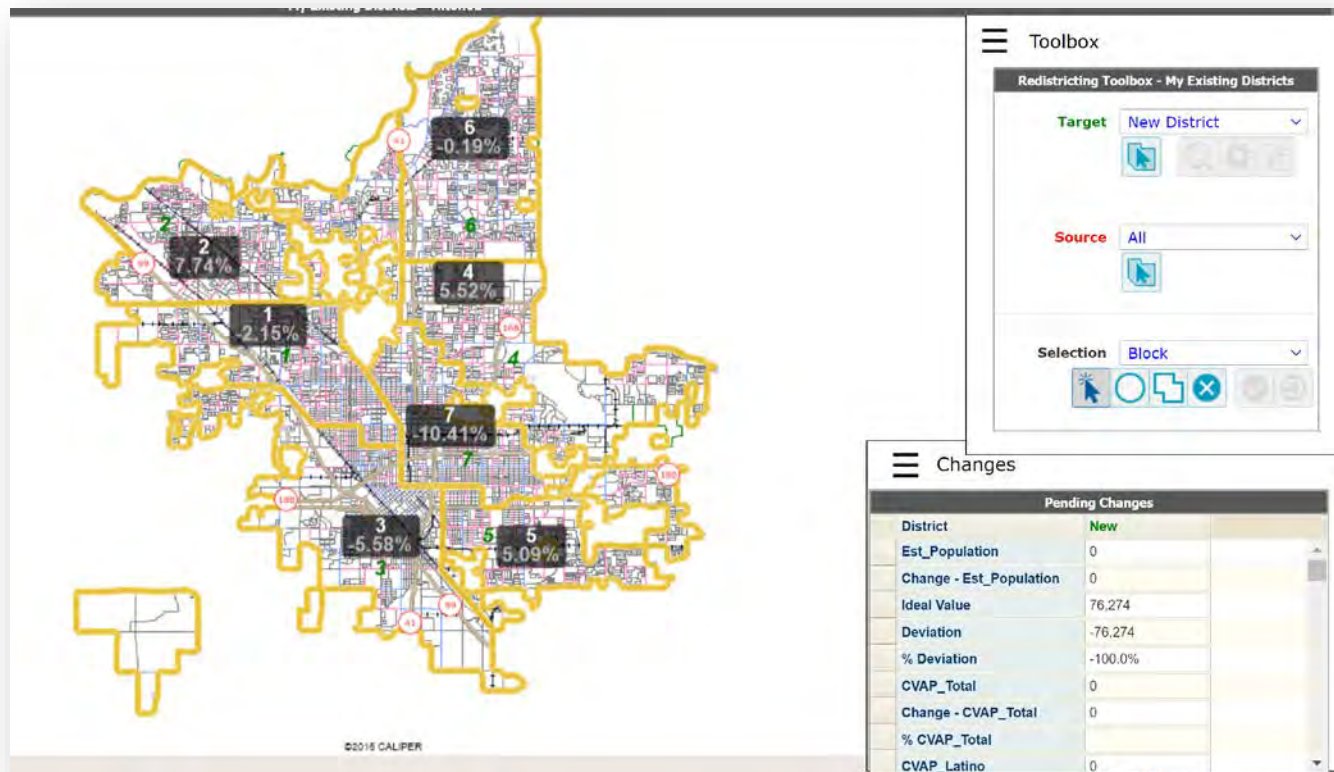
Phone and/or Email:

[illegible]

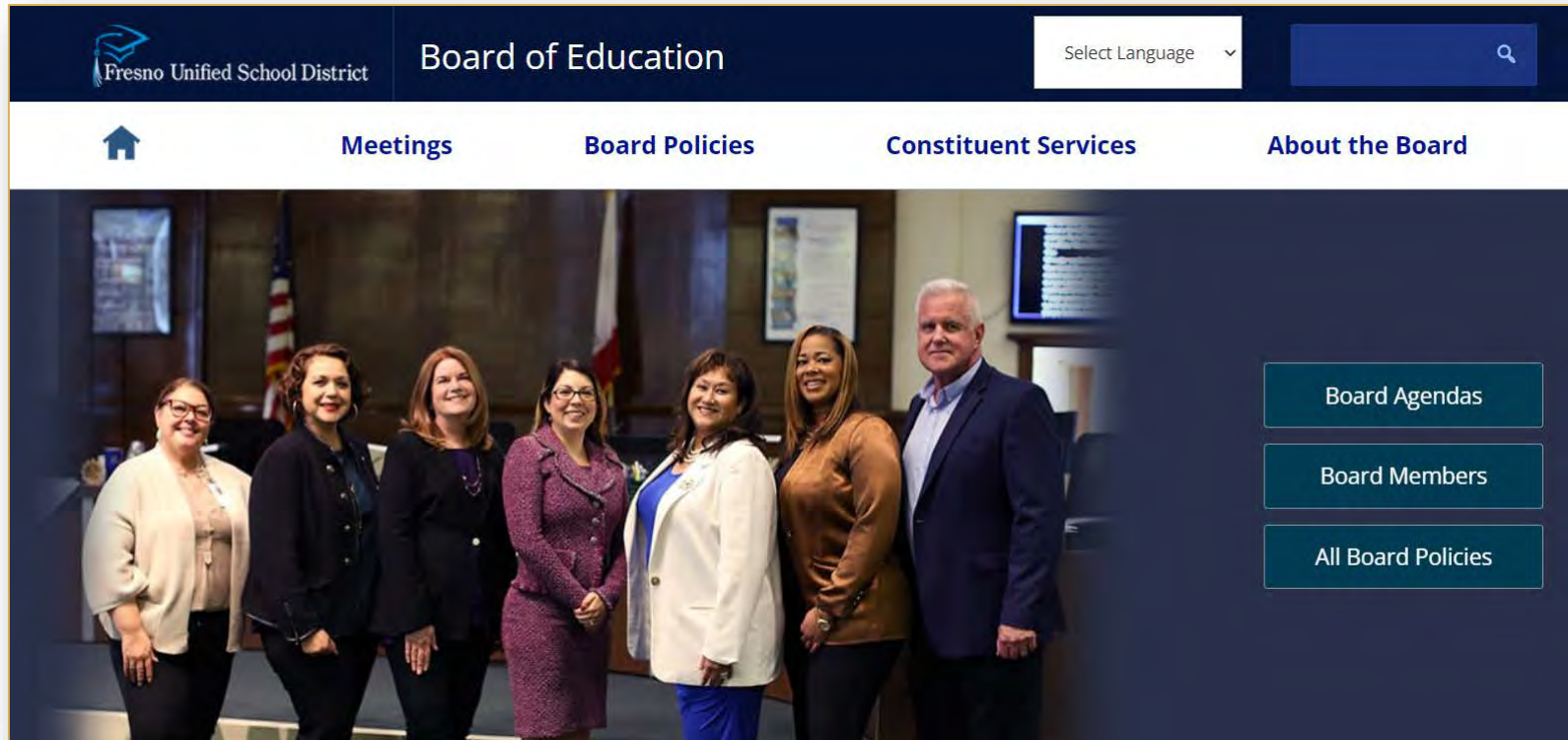
Caliper's “Maptitude Online Redistricting”

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool; six language options
- Example: City of Fresno



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board.fresnounified.org

redistricting@fresnounified.org | 559.457.3727

Public Hearing & Discussion

- What is your neighborhood and what are its boundaries?
- What other notable areas are in the District, and what are their boundaries?
- Any questions about the mapping tools?

Discussion on:

- “neighborhoods”
- “communities of interest”

Fresno Unified School District
Board Agenda Item

Board Meeting Date: October 27, 2021

AGENDA ITEM C-28

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Resolution 21-10 Authorizing the Issuance and Sale of 2021 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds of the District and Approving Related Documents and Actions

ITEM DESCRIPTION: Resolution No. 21-10, included in the Board binders, authorizes the issuance and sale of 2021 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$160 million and authorizes the execution of related documents and actions.

The Refunding Bonds will be issued under the California Government Code and will provide funds to refinance three outstanding general obligation issues of the District. The Refunding Bonds will be issued in two series, consisting of Series A Bonds the proceeds of which will be applied to refinance the District's outstanding 2010 Series A Bonds, and Series B Bonds the proceeds of which will be applied to refinance the District's outstanding 2010 Series E Bonds and 2016 Series A Bonds.

The Series A Bonds will be issued on a tax-exempt basis because the 2010 Series A Bonds can be refunded within 90 days of the issuance of the Series A Bonds, while the Series B Bonds are expected be issued on a federally taxable basis because the 2010 Series E Bonds are not subject to redemption until August 01, 2025 and the 2016 Series A Bonds are not subject to redemption until August 01, 2026, although it is possible that federal tax law may change and permit the Series B Bonds to be issued on a tax-exempt basis.

FINANCIAL SUMMARY: Funding source is property taxes levied within the District as approved by the voter electorate in connection with the authorization of the prior bonds that will be refunded. The refunding is estimated to produce savings of approximately \$2.7 million which will be passed through to the District's taxpayers.

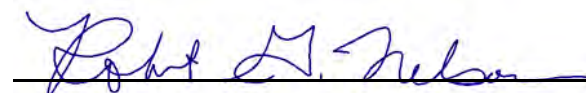
PREPARED BY: Santino Danisi
Chief Financial Officer

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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

RESOLUTION NO. 21-10

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND
SALE OF 2021 REFUNDING GENERAL OBLIGATION BONDS TO
REFUND OUTSTANDING GENERAL OBLIGATION BONDS OF THE
DISTRICT, AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Fresno Unified School District (the "District") has previously issued its Fresno Unified School District (Fresno County, California) General Obligation Bonds 2010 Election, Series A in the aggregate original principal amount of \$29,561,373.08 (the "2010 Series A Bonds"), under Resolution No. 11-03 which was adopted by the Board of Education of the District (the "Board") on August 24, 2011, and a Paying Agent Agreement dated as of September 1, 2011 (the "2010 Series A Paying Agent Agreement"), between the District and U.S. Bank National Association, as paying agent; and

WHEREAS, the 2010 Series A Bonds secure the outstanding Central Valley Support Services Joint Powers Agency 2011 General Obligation Revenue Bonds (Taxable Direct-Pay) (Fresno Unified School District Qualified School Construction Bonds)" in the aggregate principal amount of \$39,770,000 (the "2011 Agency Bonds"), which have been issued by the Central Valley Support Services Joint Powers Agency (the "Agency"); and

WHEREAS, the 2011 Agency Bonds are secured by certain bond subsidy payments made by the federal government, and the passage of legislation by Congress has caused a reduction of such payments that will remain in effect through the remaining term of the 2011 Agency Bonds and the 2010 Series A Bonds, which constitutes a Determination of Loss of Bond Subsidy Payments within the meaning of the 2010 Series A Paying Agent Agreement (a "Determination of Loss of Bond Subsidy Payments"), as a result of which the rate of interest on the 2010 Series A Bonds is required to be increased as calculated by Keygent LLC, the District's municipal advisor (the "Municipal Advisor"), in accordance with the 2010 Series A Paying Agent Agreement; and

WHEREAS, the 2010 Series A Bonds and the 2011 Agency Bonds are subject to special optional redemption at the option of the Agency and the District, on any date following the occurrence of a Determination of Loss of Bond Subsidy Payments, at a redemption price equal to 100% of the principal amount of the 2011 Agency Bonds to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, the District has also previously issued its Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2010, Series E, in the aggregate original principal amount of \$54,998,095.20 (the "2010 Series E Bonds"), which are subject to optional redemption on August 1, 2025; and

WHEREAS, the District has also previously issued its Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2016, Series A, in the aggregate original principal amount of \$59,996,622.85 (the "2016 Series A Bonds"), which are subject to optional redemption on August 1, 2026; and

WHEREAS, the Board is authorized to provide for the issuance and sale of general obligation bonds for the purpose of refunding the outstanding 2010 Series A Bonds, 2010 Series E Bonds and 2016 Series A Bonds (collectively, the "Prior Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580 of said Code (the "Refunding Bond Law"); and

WHEREAS, in order to realize debt service savings to the taxpayers of the District, the Board wishes at this time to authorize the issuance and sale of its 2021 General Obligation Refunding Bonds (the "Refunding Bonds") under the Refunding Bond Law as provided in this Resolution, for the purpose of refunding all or a portion of the outstanding Prior Bonds; and

WHEREAS, it is currently anticipated that the Refunding Bonds will be issued in two series, consisting of the 2021 Refunding General Obligation Bonds, Series A (Tax-Exempt), the proceeds of which will be applied to refund the outstanding 2010 Series A Bonds on a current basis, and the 2021 Refunding General Obligation Bonds, Series B (Federally Taxable), the proceeds of which will be applied to refund the outstanding 2010 Series E Bonds and 2016 Series A Bonds on an advance basis; and

WHEREAS, pursuant to Government Code Section 5852.1 certain information relating to the Refunding Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Refunding Bonds will be in compliance with said policy; and

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares and resolves as follows:

Section 1. Determinations. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law for the purpose of refunding the Prior Bonds, in whole or in part, without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. The Board hereby further finds and determines that, as set forth in the recitals of this Resolution, a Determination of Loss of Bond Subsidy Payments has occurred, as a result of which the rate of interest on the 2010 Series A Bonds is required to be increased as calculated by the Municipal Advisor in accordance with the 2010 Series A Paying Agent Agreement.

Section 2. Authorization of Refunding Bonds. The Board hereby authorizes the issuance of the Refunding Bonds under the Refunding Bond Law in the aggregate principal amount of not to exceed \$160,000,000, for the purpose of providing for the refunding of the Prior Bonds. The Refunding Bonds are authorized to be issued in two series, consisting of the 2021 Refunding General Obligation Bonds, Series A (Tax-Exempt) in the aggregate principal amount of not to exceed \$35,000,000 (the "Series A Bonds"), the proceeds of which will be applied to refund the outstanding 2010 Series A Bonds on a current basis, and the 2021 Refunding General Obligation Bonds, Series B (Federally Taxable) in the aggregate principal amount of not to exceed \$125,000,000 (the

"Series B Bonds"), the proceeds of which will be applied to refund the outstanding 2010 Series E Bonds and 2016 Series A Bonds on an advance basis; *provided, however*, that if federal tax law is amended to permit the 2010 Series E Bonds and 2016 Series A Bonds to be advance refunded on a tax-exempt basis, the Refunding Bonds shall be issued as single issue of tax-exempt bonds, notwithstanding anything in this Resolution to the contrary.

Section 3. Paying Agent Agreements. Each series of Refunding Bonds shall be issued upon the terms and conditions set forth in a separate Paying Agent Agreement between the District and U.S. Bank National Association, as paying agent, in substantially the respective forms on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by the Superintendent or the Chief Financial Officer (each, an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreements in the name and on behalf of the District. All of the provisions of the Paying Agent Agreements relating to the terms of the Refunding Bonds are hereby incorporated into this Resolution by reference. In the event of any conflict between the provisions of the Paying Agent Agreements and the provisions of this Resolution, said provisions of the Paying Agent Agreements shall be controlling.

Section 4. Material Provisions of Refunding Bonds. The Series A Bonds are authorized to be issued in the form of current interest bonds, and the Series B Bonds are authorized to be issued in the form of current interest bonds, capital appreciation bonds. The final maturity of the each series of Refunding Bonds shall be not later than the final maturity of the Prior Bonds to be refunded from the proceeds of such series of Refunding Bonds.

Interest on the Refunding Bonds shall be payable (or shall compound, in the case of any capital appreciation bonds) on February 1 and August 1 in each year, commencing February 1, 2022, and the principal of the Refunding Bonds shall be payable by the District on August 1 in each year commencing August 1, 2022. The Refunding Bonds shall be subject to redemption in accordance with the redemption provisions (if any) as are set forth in the respective Paying Agent Agreements. The Refunding Bonds may be issued in whole or in part as term bonds which are subject to mandatory sinking fund redemption on August 1 in any year, in lieu of having a principal maturity in such year. The Refunding Bonds shall be issued in authorized denominations of \$5,000 principal amount (in the case of current interest bonds) or \$5,000 maturity value (in the case of capital appreciation bonds).

Pursuant to Section 5903 of the California Government Code, the Board hereby finds and determines that the interest payable on the Series B Bonds may be subject to federal income taxation under applicable federal income tax law, in which event the District shall be entitled to exercise any and all of the powers granted to it under said Section 5903 with respect to the issuance and sale of the Series B Bonds, notwithstanding any other provision of law which would otherwise be applicable to the issuance and sale of the Series B Bonds.

Section 5. Debt Service Savings Requirement. As provided in Section 53552 of the Refunding Bond Law, each series of Refunding Bonds shall be issued only if the total net interest cost to maturity on such series of Refunding Bonds plus the principal

amount of such series of Refunding Bonds is less than the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded. For purposes of determining compliance with Section 53552 of the Refunding Bond Law with respect to the refunding of the 2010 Series A Bonds, debt service on the 2010 Series A Bonds shall be calculated at the rate of interest determined by the Municipal Advisor as a result of a Determination of Loss of Bond Subsidy Payments, in accordance with the 2010 Series A Paying Agent Agreement.

Section 6. Approval of Escrow Agreements. The Prior Bonds shall be refunded and discharged in accordance with the provisions of the Escrow Agreements in substantially the respective forms on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by an Authorized Officer, whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Escrow Agreements in the name and on behalf of the District.

Section 7. Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to Piper Sandler & Co., on behalf of itself and Stifel, Nicolaus & Company, Incorporated, as underwriters (collectively, the "Underwriters"), pursuant to Section 53583(c) of the Refunding Bond Law. The Refunding Bonds shall be sold to the Underwriters pursuant to the Bond Purchase Agreement between the District and the Underwriters in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by an Authorized Officer, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such additions and changes. An Authorized Officer is hereby authorized and directed to execute and deliver each of the final Bond Purchase Agreement in the name and on behalf of the District; provided that (a) the Underwriters' discount shall not exceed 0.25% of the aggregate principal amount of the Refunding Bonds, and (b) the true interest cost of the Refunding Bonds shall not exceed 6.00% per annum.

In accordance with Section 53583(c) of the Refunding Bond Law, the Board has determined to sell the Refunding Bonds at a negotiated sale for the following reasons: (i) a negotiated sale will permit the District to select the Underwriters, who are familiar with the financial condition and operations of the District and the requirements of its overall financing plan, (ii) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (iii) a series of Refunding Bonds may be sold on a federally taxable basis and therefore might not have the broad appeal needed for a competitive sale. The District shall send or cause to be sent a written statement, within two weeks after the Refunding Bonds are sold, to the California Debt Advisory Commission explaining the reasons why the District determined to sell the Refunding Bonds at private sale or on a negotiated sale basis instead of at public sale.

Section 8. Professional Services; Financing Costs. Keygent LLC has previously been engaged as Municipal Advisor and Jones Hall, A Professional Law Corporation, has previously been engaged as Bond Counsel and Disclosure Counsel to the District, which engagements are hereby confirmed. The estimated costs of issuance associated with the bond sale are set forth in Appendix A hereto and are incorporated herein by this reference. A portion of the proceeds of the Refunding Bonds shall be deposited with a fiscal agent or custodian selected by the District in order to facilitate the payment of the costs of issuing the Refunding Bonds. An Authorized Representative is

authorized to enter into an agreement with such fiscal agent or custodian to facilitate such payment.

Section 9. Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Refunding Bonds in the form on file with the Clerk of the Board. An Authorized Officer is hereby individually authorized, at the request of the Underwriters, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule. Distribution of the Preliminary Official Statement by the Underwriters is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriters.

Section 10. Security for the Refunding Bonds. The Refunding Bonds shall be general obligations of the District which are payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). In accordance with Section 15250 of the Education Code, the District hereby requests the County of Fresno (the "County") to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually in an amount sufficient for the District to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected shall be placed in the Debt Service Fund as set forth in Section 11.

No part of any fund or account of the County is pledged or obligated to the payment of the Refunding Bonds. The principal of and interest on Refunding Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

Section 11. Establishment of Debt Service Funds. The Board hereby requests the Auditor-Controller/Treasurer-Tax Collector of the County (the "County Treasurer") to establish, hold and maintain a fund for the Series A Bonds to be known as the "Fresno USD 2021 Refunding General Obligation Bonds, Series A Debt Service Fund" (the "Series A Debt Service Fund"), to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as requested by the District herein, for the payment of the principal of and interest on the Series A Bonds shall be deposited in the Series A Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Series A Debt Service Fund for the District's payment of the principal of and interest on the Series A Bonds when and as the same become due.

The Board further hereby requests the County Treasurer to establish, hold and maintain a fund for the Series B Bonds to be known as the "Fresno USD 2021 Refunding General Obligation Bonds, Series B Debt Service Fund" (the "Series B Debt Service Fund"), to be maintained by the County Treasurer as a separate account, distinct from all

other funds of the County and the District. All taxes levied by the County, as requested by the District herein, for the payment of the principal of and interest on the Series B Bonds shall be deposited in the Series B Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Series B Debt Service Fund for the District's payment of the principal of and interest on the Series B Bonds when and as the same become due.

The District hereby authorizes the application of amounts in the funds of the District to reimburse the County Treasurer for all costs and expenses incurred by it in performing the services provided in this Resolution and in the Paying Agent Agreements.

Section 12. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate in the final form attached to the Official Statement for the Refunding Bonds, which shall be executed by an Authorized Officer and delivered on the date of issuance of the Refunding Bonds. Notwithstanding any other provision of this Resolution, failure of the District to comply materially with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Paying Agent Agreement or the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 13. Limited Duties of County; Indemnification. Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Refunding Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees) and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

Section 14. Execution of Documents. Each Authorized Officer, the Board President, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds and the refunding of the Prior Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 15. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on November 03, 2021, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Education
Fresno Unified School District,
Fresno County, California

ATTEST:

Clerk of the Board of Education
Fresno Unified School District,
Fresno County, California

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

Disclosures With Respect to Series A Bonds

1. True Interest Cost of the Series A Bonds (Estimated): 0.93%
2. Finance charge of the Series A Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$193,863.
3. Proceeds of the Series A Bonds expected to be received by the District, net of the proceeds of the Series A Bonds (if any) to be paid for Costs of Issuance in (2) above, capitalized interest and reserves (Estimated): \$34,067,885.
4. Total Payment Amount for the Series A Bonds, being the sum of all debt service to be paid on the Series A Bonds to final maturity (Estimated): \$35,538,337.

Disclosures With Respect to Series B Bonds

1. True Interest Cost of the Series B Bonds (Estimated): 3.03%
2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$233,162.
3. Proceeds of the Series B Bonds expected to be received by the District, net of the proceeds of the Series B Bonds (if any) to be paid for Costs of Issuance in (2) above, capitalized interest and reserves (Estimated): \$38,753,741.
4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity (Estimated): \$57,340,013.

**All amounts and percentages are estimates, and are made in good faith by the District based on interest rates provided by the Underwriters. as of October 6, 2021. Results are subject to market fluctuations.*